

Village of Carol Stream

BOARD MEETING AGENDA NOVEMBER 7, 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 October 17, 2016 Special Workshop Meeting.
2. Approval of Minutes of the October 17, 2016 Village Board Meeting.
3. Approval but not Release of the Executive Session Minutes of the October 17, 2016 Village Board Meeting.

C. LISTENING POST:

1. Halloween Decorating Contest Winners:



Big Pumpkin-1214 Easton Drive



Family Fun-620 Adam Lane



Judges Favorite-940 Birchbark Trail

2. Introduction of new Public Works Employee Anthony Freeland.
3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

Village of Carol Stream

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G. OLD BUSINESS:

1. Organic Soils. *Revised proposal from Organic Soils reflecting feedback received at the October 17th Village Board meeting for an amendment to the Lease Agreement for a Landscape Waste Transfer Facility at the Village's Water Reclamation Center on Kuhn Road.*

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award of Contract for Tree Trimming Services. *Staff recommends awarding a contract to Steve Piper & Sons in the amount of \$12,191.50 for tree trimming services.*
2. Agreement with GovTemps USA for Professional Administrative Services. *Recommendation to revise existing Agreement with GovTemps USA to staff the Office Manager position within the Administration Department for the Period January 1, 2017 through December 31, 2017.*
3. Award of Contract for Fireworks Show on July 4, 2017. *Staff recommends approval of a contract in the amount of \$13,000.00 with Melrose Pyrotechnics subject to Chapter 5, Article 8, Sections 5-8-14 (A) and (B) of the Village of Carol Stream Code of Ordinances.*
4. Approval of Independent Contractor Agreements for Snowplowing. *Staff recommends approving Independent Contractor Agreements for Snow Plowing on courts and cul-de-sacs with designated firms and rates and for the Walkway Snow Clearing Pilot Program with AJD Construction & Concrete.*
5. 2016 Pavement Marking Project-Change Order No. 1, Final Payment and Acceptance. *Staff recommends approval of Change Order No. 1 and final payment to Superior Road Striping Inc. in the amount of \$26,306.14 and acceptance of the 2016 Pavement Marking Project.*
6. 2016 Flexible Pavement Project-Final Payment, Balancing Change Order and Acceptance. *Staff recommends the balancing change order be approved, approval of final payment in the amount of \$65,845.70 be made to Plote Construction Inc. and acceptance of the public improvements for the 2016 Flexible Pavement Project.*

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7. 2016 Asphalt Surface Treatment Project (Rejuvenator)-Final Payment and Acceptance. *Staff Recommends approval of final payment to American Road Maintenance in the amount of \$36,221.37 and acceptance of the 2016 Asphalt Surface Treatment Project.*
8. Alcohol Concession Agreement-2017 Summer Concert Series. *Staff recommends approval of an agreement between the Village of Carol Stream and Carol Stream Rotary Club for the sale of beer and hard lemonade at the upcoming 2017 Summer Concert Series.*
9. Agreement with PACE Suburban Bus for the Placement of Bus Shelters along Gary Avenue. *Staff recommends approval of the Passenger Shelter Agreement with PACE for the installation of ad shelters along Gary Avenue within the Village of Carol Stream.*

I. ORDINANCES:

1. Ordinance No. _____ An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$3,440,000, for the Fiscal Year Beginning May 1, 2016 and Ending, April 30, 2017, for the Village of Carol Stream, DuPage County, Illinois. *This ordinance represents the property tax levy request of the Carol Stream Public Library for 2016 which will be collected in 2017. There is no increase in the Library tax levy over 2015. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois statutes.*

J. RESOLUTIONS:

1. Resolution No. _____ Approving a Mutual Release of All Claims, Grant of Easement and Easement Agreement with John J. Mazzola of 3N560 Fair Oaks Road. *Staff recommends approval of the Mutual Release of All Claims, Grant of Easement and Easement Agreement with a payment of \$20,000 to John J. Mazzola of 3N560 Fair Oaks Road in consideration for releasing the Village from any and all existing and future claims, damages and liabilities resulting or potentially resulting from alleged flooding, unnatural discharge of water onto and erosion upon his property and for granting the Village a drainage easement.*

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2. Resolution No. _____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends designated electronic equipment be declared surplus and authorize its disposal, recycle and/or sale of surplus property.*
3. Resolution No. _____ Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Village of Glendale Heights. *Staff recommends approval of an Intergovernmental Agreement with the Village of Glendale Heights for use of the Glendale Heights Civic Center facility while the current Municipal Center is being renovated.*

K. NEW BUSINESS:

1. Raffle License Application-Glenbard North High School. *Glenbard North High School requests approval of a raffle license and waiver of the fee and Manager's Fidelity Bond for a "Coaches vs Cancer" basketball game to be held on January 7, 2017.*
2. Raffle License Application-Glenbard North Music Boosters. *Glenbard North Music Boosters requests approval of a raffle license and waiver of the fee and Manager's Fidelity Bond for their Trivia Night to be held on November 11, 2016.*
3. Raffle License Application-Carol Stream Chamber of Commerce. *Carol Stream Chamber of Commerce requests approval of a raffle license and waiver of the fee and Manager's Fidelity Bond for their Holiday Social to be held on December 1, 2016.*

L. PAYMENT OF BILLS:

1. Regular Bills: October 18, 2016 through November 7, 2016.
2. Addendum Warrants: October 18, 2016 through November 7, 2016.

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M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Lease of Real Property.

O. ADJOURNMENT:

LAST ORDINANCE	2016-10-38	LAST RESOLUTION	2903
NEXT ORDINANCE	2016-11-39	NEXT RESOLUTION	2904

Village of Carol Stream

Special Workshop Meeting of the Village Board

Village Hall Renovation Presentation-Promotional Video

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188

October 17, 2016
6:00 p.m. – 7:10 p.m.

Meeting Notes

ATTENDANCE:

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

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Jon Batek, Director of Finance
Jim Knudsen, Director of Engineering
Ed Sailer, Police Chief
Marc Talavera, IT Director
Don Bastian, Community Dev. Dir.
Caryl Rebholz, Employee Relations Dir.
Mark Bushhouse, Williams Architects
Andrew Caputo, Williams Architects
Andy Jones, MTI

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

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

Absent: Mayor Saverino, Sr. and Trustee Hennessey

Village Hall Renovation

Mark Bushhouse, President of Williams Architects, presented an update on the Municipal Center Renovation Project. The Village Hall Schematic Design Update and Financing Considerations are attached as Exhibit A.

The project size increased from 60,000 square feet to 65,000-68,000 square feet. Project cost prior to hiring a construction manager was approximately \$15.6 million. It was determined that the cost of the project was greater if the building was not squared off. The Village of Carol Stream is working to move to an alternate facility and a portion of the Police Department to the Village of Glendale Heights. Board meetings would be moved off site. Total cost to move to an alternative site is \$1 million.

Review of design options and costs. Trustee McCarthy would rather get the project done now and not have to come back later. Finance Director Batek discussed project financing options. He reviewed the Village's historical practice of pay as you go. Surpluses for capital projects are trending very well in the general corporate fund. Based on projected CIP surpluses, we should be able to pay for the Municipal Center renovations with cash surpluses. Trustees Schwarze and Gieser feel comfortable with staff's assessment of using available funds to do option 2 (68,750 square feet) at a cost of \$19 million.

Construction Manager Andy Jones provided an overview of the projected project schedule. Trustees Matt McCarthy and Mary Frusolone agree with option 2. Trustee John LaRocca stated if staff feels comfortable with option 2 then let's do it quickly.

Presentation-Promotional Video

Preview of the Village of Carol Stream's promotional and marketing video. Village Board stated Global Aerial Video, Inc. did a very good job. Trustee Gieser stated testimonial quotes should be a little bigger and stay on screen longer. Village Manager Breinig stated the proposed budget will include funding for additional video productions.

There being no further business, Trustee Frusolone moved and Trustee LaRocca made the second to adjourn the Special Workshop meeting. The meeting was adjourned unanimously at 7:10 p.m.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk



VILLAGE OF CAROL STREAM
17 OCTOBER 2016

VILLAGE HALL

SCHEMATIC DESIGN UPDATE

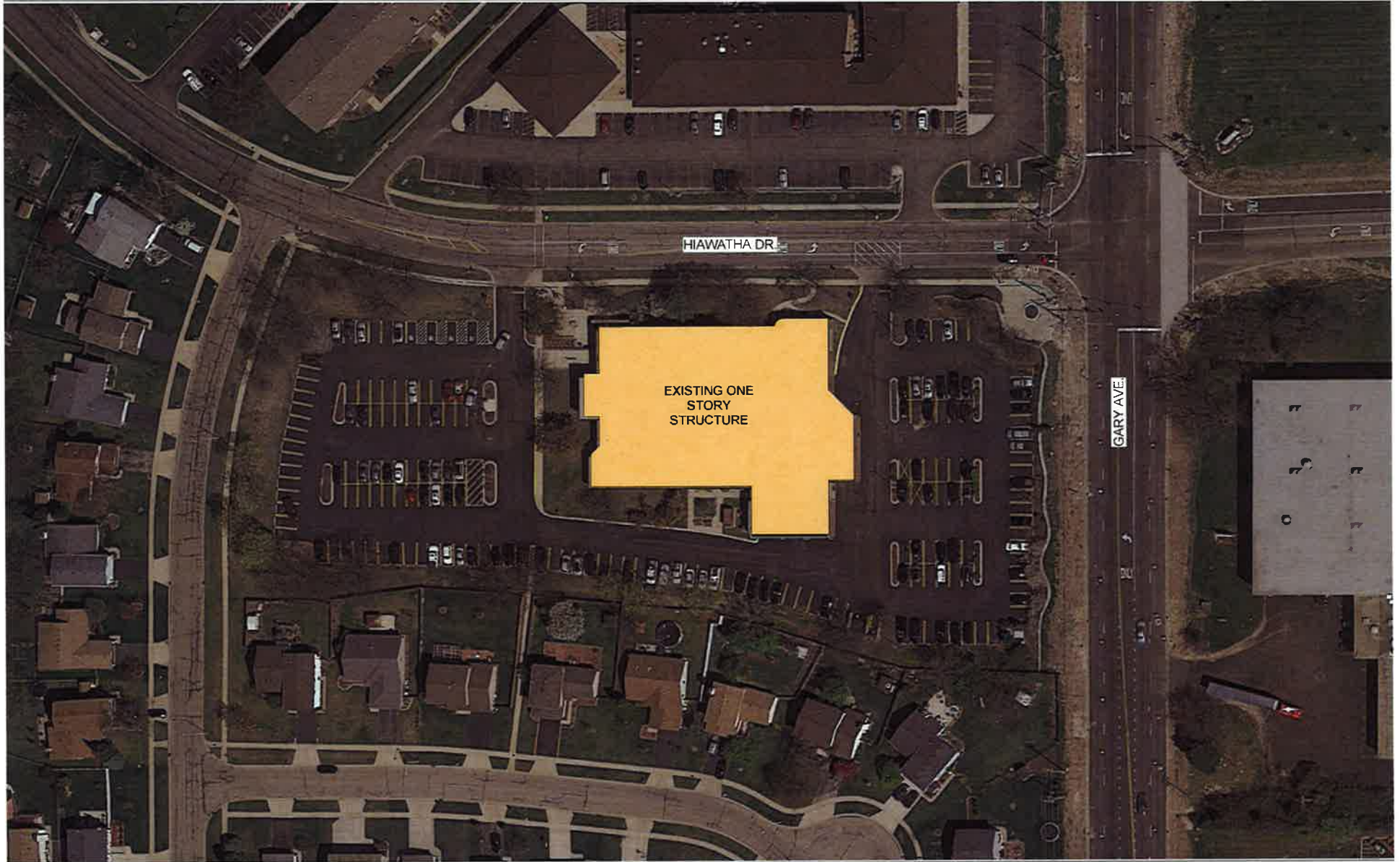


Carol Stream

17 OCTOBER 2016

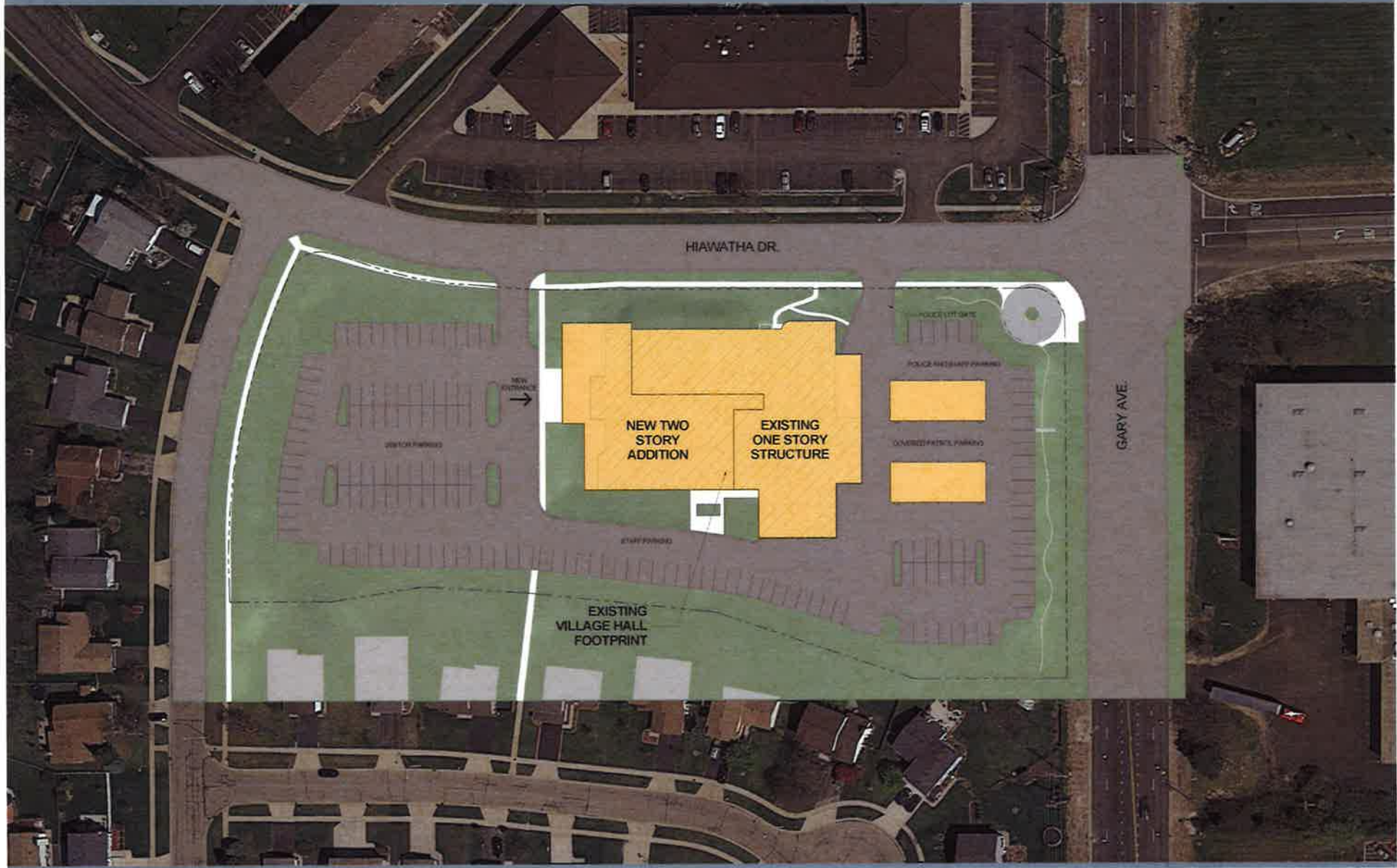
SCHEMATIC DESIGN FLOOR PLAN

EXISTING SITE PLAN



SCHEMATIC DESIGN FLOOR PLAN

ORIGINAL SCHEMATIC DESIGN SITE PLAN



SCHEMATIC DESIGN FLOOR PLAN

OPTION 1 - SITE PLAN



SCHEMATIC DESIGN FLOOR PLAN

OPTION 2 - SITE PLAN



DESIGN OPTIONS COMPARISON

Village Goals	Master Plan	Previous Schematic Design	Option 1 - Smaller	Option 2 - Larger
Built-out finished Space	55,000 SF	61,500 SF	60,755 SF	63,505 SF
Future Unfinished Space	5,000 SF	6,500 SF	2,995 SF	5,245 SF
Total Building Area	60,000 SF	67,500 SF	63,750 SF	68,750 SF

- Meets Goal
- Partially Meets Goal
- Does Not Meet Goal

Customer Service Counters for Police, Finance, Comm. Dev. & Engineering all on Main Level.	●	●	●	●
Provide Daylight to all Staff Office Areas	●	●	●	●
Locate support functions in Lower Level along with future expansion area	●	●	●	●
Restrict Lower Level access to authorized personnel - not open to general public	●	●	○	○
Locate Social Services to allow more direct and private access and existing	○	●	○	●
Significant daylighting of staff & public areas and improved energy efficient and green building features	○	●	○	●
Comply with accessibility requirements	●	●	●	●
Improved detention zone safety monitoring and efficiency	●	●	●	●
Separate main access for Police & Village Hall	●	●	●	○
Sufficient building size to meet current and planned near term growth	○	●	●	●
Additional building area to allow long term growth	●	●	○	●

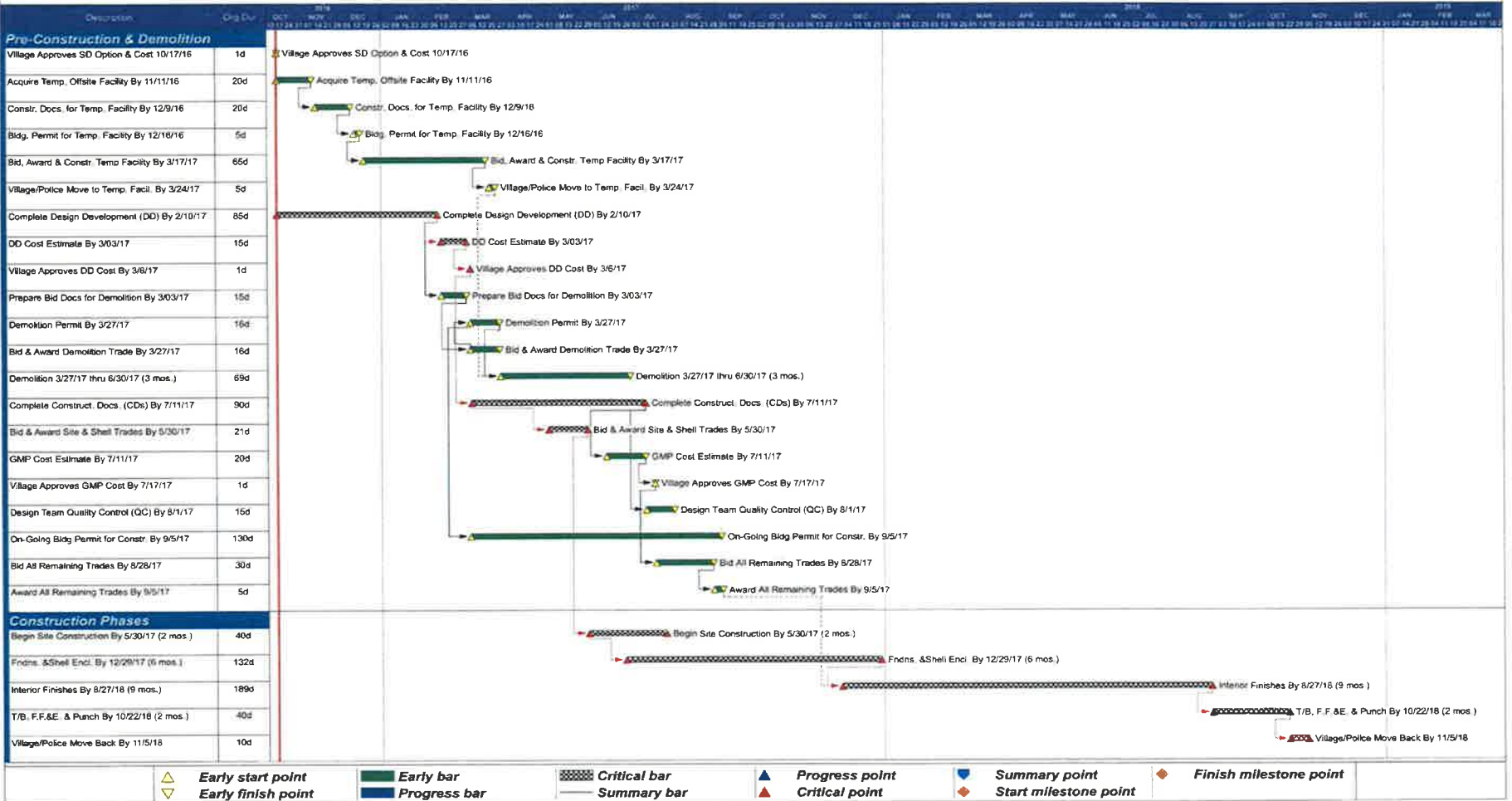
Total Cost to design, build & equip facility.	max: \$15,650,000	\$18,900,000	\$17,000,000	\$18,000,000
Estimated budget to provide move and temporary facility.	Not included	\$1,000,000	\$1,000,000	\$1,000,000
Total "All-In" budget	Not Determined	\$19,900,000	\$18,000,000	\$19,000,000

SCHEDULE

Village Hall & Police Addition/Renovation
 Village of Carol Stream
 Carol Stream, IL 60188

MTI Construction Services, LLC
 Updated Project Design & Construction Schedule

17OCT16





VILLAGE OF CAROL STREAM

Village Hall Renovation Program



FINANCING CONSIDERATIONS

The Village has historically been a pay-as-you-go community with respect to capital improvement projects.

- The Village has no bonded indebtedness (very few communities can say this).
- The Village has avoided borrowing for capital projects and as a result has saved millions in related interest costs associated with borrowing.
- The Village's reserve policies establish a framework for saving to complete projects rather than borrowing now and paying later.
- Lowest cost borrowing (general obligation debt) requires a property tax pledge – something we cannot do since the Village does not levy a property tax.

FINANCING CONSIDERATIONS

HISTORY OF CAPITAL FUND BALANCES

<i>Fiscal Year</i>	<i>CPF Fund Balance</i>	<i>MFT Fund Balance</i>	<i>Total</i>	<i>GF Surplus Transfer</i>
<i>FY07/08</i>	<i>18,385,025</i>	<i>1,241,538</i>	<i>19,626,563</i>	<i>1,750,000</i>
<i>FY08/09</i>	<i>20,520,802</i>	<i>1,920,332</i>	<i>22,441,134</i>	<i>3,500,000</i>
<i>FY09/10</i>	<i>17,635,180</i>	<i>2,416,354</i>	<i>20,051,534</i>	<i>-</i>
<i>FY10/11</i>	<i>19,041,250</i>	<i>1,824,555</i>	<i>20,865,805</i>	<i>-</i>
<i>FY11/12</i>	<i>22,574,313</i>	<i>2,615,279</i>	<i>25,189,592</i>	<i>5,000,000</i>
<i>FY12/13</i>	<i>21,739,351</i>	<i>3,389,061</i>	<i>25,128,412</i>	<i>2,100,000</i>
<i>FY13/14</i>	<i>24,258,788</i>	<i>2,169,448</i>	<i>26,428,236</i>	<i>3,700,000</i>
<i>FY14/15</i>	<i>22,054,316</i>	<i>3,370,082</i>	<i>25,424,398</i>	<i>2,100,000</i>
<i>FY15/16</i>	<i>28,236,000</i>	<i>4,290,779</i>	<i>32,526,779</i>	<i>10,000,000</i>
				<i>\$ 28,150,000</i>

CAPITAL PROJECTS AND MFT FUND STATS

Combined fund balances have grown by 66% over the past 9 years.

\$28.15 million in General Fund reserve transfers over the past 9 years. Average of \$3.13M per year.

Held off on transfers for two years during recovery from Great Recession.

FINANCING CONSIDERATIONS

Current FY16/17 General Fund Budget Update

Our current FY16/17 budget projects surpluses over the next 3 years as follows:

FY16/17	\$2,184,500
FY17/18	\$2,489,000
FY18/19	\$3,590,900

As of August 31, 2016, just 4 months into the fiscal year, the General Fund has a surplus of \$1.4 million, so we are well on track to meet or exceed the budgeted surplus of \$2.2 million for FY16/17.

FINANCING CONSIDERATIONS

Current FY16/17 Capital Improvement Plan Update

Our current FY16/17 CIP projected combined Capital Projects Fund/MFT Fund balances over the next 5 years as follows:

Est.	FY15/16	\$27,057,504
	FY16/17	\$21,937,004
	FY17/18	\$ 5,181,004
	FY18/19	\$ 3,491,904
	FY19/20	\$ 1,025,404
	FY20/21	(\$1,459,096)

This includes a Village Hall Renovation cost of \$16,000,000. Deficit shown in year 5 determined to be within our ability to manage considering anticipated projects and flexibility in scope of work to be performed.

FINANCING CONSIDERATIONS

Current FY16/17 Capital Improvement Plan REVISED

Our FY15/16 end of year transfer of \$10M to the CPF has significantly improved the fund balance outlook for the next 5 years:

		<u>ORIGINAL</u>	<u>REVISED</u>
Est.	FY15/16	\$27,057,504	\$32,614,299 (Actual)
	FY16/17	\$21,937,004	\$27,493,799
	FY17/18	\$ 5,181,004	\$10,737,799
	FY18/19	\$ 3,491,904	\$ 9,048,699
	FY19/20	\$ 1,025,404	\$ 6,582,199
	FY20/21	(\$1,459,096)	\$ 4,097,699

FINANCING CONSIDERATIONS

Current FY16/17 Capital Improvement Plan REVISED

In addition to an improved revised CIP 5 year projection, other factors that will contribute toward increasing combined fund balances include:

- Our current FY16/17 is estimated to end approximately **\$2.2 million UNDER budget** due to favorable bid experience, project deferrals and the elimination of planned off site evidence storage facility.
- The plan only identifies funding from other sources (grants, cost sharing, private funding, etc.) to the degree that its availability is reasonably secured. As projects are evaluated and developed, funding from other sources typically improves the overall CIP fund balance position.
- There have been no adjustments in the planned scope of programmed road improvements. These can be modified to ensure adequate fund balances are maintained.



FINANCING CONSIDERATIONS

Based on all of the above factors:

We conclude that the Village Hall renovation project can adequately be funded using cash financing rather than borrowing. We also conclude this will be possible if the Village Board decides to expand the scope of the Village Hall renovation based on originally prepared schematic drawings that include an additional 7,000 square feet of building area not originally included in preliminary architect's cost estimates. We estimate that recovery of fund balances under the expanded building option should not hinder the Village's ability to schedule and complete needed roadway and other infrastructure improvements in a timely manner.

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

October 17, 2016

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

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

Absent: Mayor Frank Saverino, Sr. and Trustee David Hennessey

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 Pro Tem McCarthy requested a moment of silence for Paul Cotton, a longtime friend of Carol Stream who recently passed away.

MINUTES:

Trustee Frusolone moved and Trustee LaRocca made the second to approve the Minutes of the October 3, 2016 regular Board Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 1 Trustee Hennessey

The motion passed.

LISTENING POST:

1. Introduction of Engineering's Stormwater Administrator, Greg Ulreich. *Village Engineer Jim Knudsen introduced new Stormwater Administrator Greg Ulreich.*
2. Introduction of Community Development's Secretary, Jane Lentino. *Community Development Director Don Bastian introduced new Community Development Secretary Jane Lentino.*
3. Year of the Business Spotlight: Hope Publishing, Vice President Scott Shorney. *Trustee Gieser introduced Scott Shorney, Vice President of Hope Publishing who described his family business in Carol Stream as a church music publisher since 1972.*
4. A representative from the Village's auditing firm Sikich will present the Comprehensive Annual Financial Report (CAFR) and management letter for the year ended April 30, 2016 in accordance with Public Act 098-0738 which became effective January 1, 2015. These documents will also be posted to the Village web site at carolstream.org. *Brian LeFevre, CPA and Partner, Sikich LLP, presented an unmodified opinion of the Village of Carol Stream Comprehensive Annual Financial Report.*
5. Proclamation Designating National Prescription Drug Take-Back Day. *Proclamation read by Trustee Schwarze.*
6. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 1 Trustee Hennessey

The motion passed.

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

*Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Schwarze and
McCarthy*

Nays: 0

Absent: 1 Trustee Hennessey

The motion passed.

- 1.** #16-2064-John Doyle-Chicago Sign and Light-580 N. Kuhn Road
- 2.** #16-2065-Mark Layne-Insite, Inc.-290 E. Fullerton Avenue
- 3.** Receipt of the Comprehensive Annual Financial Report and Auditor's Communication to the Board of Trustees of the Village of Carol Stream for the Year Ended April 30, 2016.
- 4.** Notice of Change Order #1-Engineering Services Agreement for WRC NPDES Permit Assistance-Baxter & Woodman.
- 5.** Schmale and St. Charles Road Water Main Reconstruction-Land Acquisition Services Award of Consultant Contract.
- 6.** Reclassification of the Administrative Secretary Position.
- 7.** Amendment to the Village of Carol Stream's Personnel Manual providing for monetary caps to Tuition Reimbursement as well as amending various leave policies due to legal updates and clarification.
- 8.** Agreement with ComEd for replacement and rental of an automated transfer switch.
- 9.** Generator Rental Agreement-Waiver of Bid and Award of a Rental Agreement to Interstate Power Systems in the amount of \$33,930.
- 10.** Ordinance No. 2016-10-37, an Ordinance Terminating the Designation of the Geneva Crossing Tax Increment Financing Redevelopment Project Area, created by Ordinance Number 97-01-04, Adopted January 6, 1997, as a Tax Increment Financing Redevelopment Project Area and Dissolving the Geneva Crossing Tax Increment Allocation Fund.
- 11.** Ordinance No. 2016-10-38 Approving a Special Use Permit to Allow a Structure to exceed 50 feet in Height in the I Industrial District (Insite, Inc./Parallel Infrastructure and Verizon Wireless, 290 E. Fullerton Drive).
- 12.** Resolution No. 2902 Amending Resolution No. 2874 Adopting the 2016-2017 Employee Compensation Plan for the Village of Carol Stream.
- 13.** Resolution No. 2903 Accepting a Grant of Storm Water Management and Conveyance Easement (191 E. North Avenue-DCT Industrial).
- 14.** Raffle License Application-Corpus Christi Catholic Church.
- 15.** Payment of Regular and Addendum Warrant of Bills from October 4, 2016 through October 17, 2016.

16. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended September 30, 2016.

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

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

Nays: 0

Absent: 1 Trustee Hennessey

The motion passed.

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

**#16-2064-John Doyle-Chicago Sign and Light-580 N. Kuhn Road
Sign Variation for the location of an electronic message board portion of a ground sign.**

APPROVED SUBJECT TO CONDITIONS 5-0

Concur with Plan Commission recommendations.

**#16-2065-Mark Layne-Insite, Inc.-290 E. Fullerton Avenue
Special Use to allow a structure to exceed 50 feet in height in the I
Industrial District.**

RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 5-0

Concur with Plan Commission recommendations.

**Receipt of the Comprehensive Annual Financial Report and Auditor's
Communication to the Board of Trustees of the Village of Carol Stream for
the Year Ended April 30, 2016:**

The Village Board is in receipt of the Comprehensive Annual Financial Report and Auditor's Communication to the Board of Trustees of the Village of Carol Stream for the Year Ended April 30, 2016.

**Notice of Change Order #1-Engineering Services Agreement for WRC
NPDES Permit Assistance-Baxter & Woodman:**

The Village Board approved a Change Order #1 with Baxter & Woodman not to exceed \$2,600 in accordance with Village Code of Ordinances, Chapter 5, Article 8, Section 5-8-3(D).

Schmale and St. Charles Road Water Main Reconstruction – Land Acquisition Services Award of Consultant Contract:

The Village Board approved a contract with Santacruz Associates at a cost not to exceed \$35,000.00 for land acquisition service for the Schmale and St. Charles Road Water Main Reconstruction.

Reclassification of the Administrative Secretary Position:

The Village Board approved the classification of the Administrative Secretary position within the Police Department be reclassified as a full-time position.

Amendment to the Village of Carol Stream’s Personnel Manual providing for monetary caps to Tuition Reimbursement as well as amending various leave policies due to legal updates and clarification:

The Village Board approved to adopt and include amendments to the Village of Carol Stream’s Tuition Reimbursement, Bereavement Leave and Special Leave Personnel policies.

Agreement with ComEd for replacement and rental of an automated transfer switch:

The Village Board approved an Agreement with ComEd for replacement of the transfer switch providing electricity to the WRC the week of November 7, 2016 and rental of its replacement.

Generator Rental Agreement-Waiver of Bid and Award of a Rental Agreement to Interstate Power Systems in the amount of \$33,930:

The Village Board approved waiving competitive bid process and awarding a contract to Interstate Power Systems in the amount of \$33,930 for generator rental services.

Ordinance No. 2016-10-37, an Ordinance Terminating the Designation of the Geneva Crossing Tax Increment Financing Redevelopment Project Area, created by Ordinance Number 97-01-04, Adopted January 6, 1997, as a Tax Increment Financing Redevelopment Project Area and Dissolving the Geneva Crossing Tax Increment Allocation Fund:

The Village Board approved Ordinance 2016-10-37 Terminating the Designation of the Geneva Crossing Tax Increment Financing Redevelopment Project Area and Dissolving the Geneva Crossing Tax Increment Allocation Fund.

Ordinance No. 2016-10-38 approving a Special Use Permit to Allow a Structure to exceed 50 feet in Height in the I Industrial District (Insite, Inc./Parallel Infrastructure and Verizon Wireless, 290 E. Fullerton Drive):

The Village Board approved a Special Use Permit to Allow a Structure to exceed 50 feet in Height in the I Industrial District-Insite, Inc./Parallel Infrastructure and Verizon Wireless, 290 E. Fullerton Drive.

Resolution No. 2902 amending Resolution No. 2874 Adopting the 2016-17 Employee Compensation Plan for the Village of Carol Stream:

The Village Board approved an adjustment to the 2016-17 General Wage Adjustment by 0.5% effective November 7, 2016.

Resolution No. 2903 accepting a Grant of Storm Water Management and Conveyance Easement (191 E. North Avenue-DCT Industrial):

The Village Board approved the Grant of Easement for Stormwater Management and Conveyance for 191 E. North Avenue.

Raffle License Application – Corpus Christi Catholic Church:

The Village Board approved a raffle license and waiver of the fee and Manager’s Fidelity Bond for Corpus Christi Catholic Church’s Bunco For a Cause event to be held on October 21, 2016.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated October 17, 2016 in the amount of \$896,666.17. The Village Board approved the payment of the Addendum Warrant of Bills from October 4, 2016 thru October 17, 2016 in the amount of \$557,631.90.

Treasurer’s Report:

Revenue/Expenditure Statements and Balance Sheet for the Month ended September 30, 2016.

Non-Consent Agenda

Organic Soils:

Village Manager Breinig provided the Village Board with an update on the status of the Organic Soils/wetlands project.

Robert McNees, Attorney at Law, 195 Hiawatha Drive, Carol Stream, representing petitioner Organic Soils stated they submitted an EPA payment to the Army Corp of Engineers in July, 2016 and do not expect to be issued a permit for 7 to 8 months. Organic Soils is requesting delay of payments to the Village of Carol Stream until February 1, 2017. He acknowledged it is Organic Soil’s fault that they are here before the Village Board today and that they dropped the ball on overseeing this project and getting the wetlands permit in a timely fashion. He stated organic soils has expended a fair amount of money on this project already and is not receiving any income. He stated Village staff was very helpful in pointing out to Organic Soils that there was a wetland on site and should be looked at. Organic Soils is at fault for not heeding this advice. Mr. Opperman stated Organic Soils would concede to the Village the date on which rental fees would begin, but cannot agree to other deadlines (commencement of construction and operation) beyond their control.

Don Opperman and Patrick Mazza, principals at Organic Soils stated they are committed to completing the landscape waste transfer facility project, subject to the issuance of EPA permits. He apologized for the delay in starting this project, but now have the professionals needed to get the project on track.

Trustee Frusolone supports project, but feels it has been poorly managed and feels petitioners request to delay rent payment to February 1, 2017 is too late. She stated she is not opposed to right hand turns. She supports staff meeting with Organic Soils to work out realistic dates for the project. Trustee Gieser supports project and is unhappy with the 2 year delay, but Petitioner needs to start paying rent soon. Trustee LaRocca feels we need firm dates. Trustee Schwarze stated he feels it is a good project. Trustee Schwarze stated petitioner has agreed he messed up and he is willing to be flexible in reaching a happy medium.

Staff directed to work out a mutual proposal on deadlines and other matters and bring back to the Village Board at a future meeting.

Report of Officers:

Trustee Frusolone stated the Village of Carol Stream's trick or treat hours are 3pm till 7pm on October 31st. Motorists please be careful of children playing after dark.

Trustee LaRocca welcomed Greg Ulreich and Jane Lentino. Thank you to Hope Publishing on their business spotlight. Please vote.

Trustee Gieser stated this is the last week that Halloween Decorating contest nominations can be done on line. Judging will be done on October 24th. Winners will receive restaurant gift certificates. Visitors of the Village of Carol Stream website can go on a virtual tour of decorated houses on the GIS page. The Memorial Park fundraiser is ongoing having already raised \$24,000. The pumpkin recycling event is scheduled for November 5th at Town Center.

Trustee Schwarze stated please shop Carol Stream.

Village Clerk Czarnecki welcomed 2 new Village employees. Please keep our military in mind.

Attorney Jim Rhodes stated the Village tonight terminated a TIF 5 years early which will now increase tax revenues to the respective taxing bodies.

Trustee McCarthy welcomed new employees Greg Ulreich and Jane Lentino. Drug take back day is very important, so please dispose of Rx drugs properly at

the Village of Carol Stream's drop box when no longer needed as they are gateway drugs to harder drugs such as heroin.

At 9:08 p.m. Trustee Frusolone moved and Trustee LaRocca made the second to adjourn the meeting to Executive Session to discuss Probable or Imminent Litigation Section 2.C.11. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Hennessey

The motion passed.

FOR THE BOARD OF TRUSTEES

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: November 2, 2016
RE: Introduction – Public Works Employee Anthony Freeland

At the regular meeting on Monday, November 7, I would like to introduce Anthony Freeland to the Village Board. Anthony has been hired to serve as a utility locator in the Water & Sewer Division effective October 25, 2016.

As a utility locator Anthony will play a very important role in protecting the Village's underground utilities from damage due to digging by contractors, other utilities and residents. Anthony will also be assigned to other Water & Sewer division duties when his locating duties are concluded and will be active during snow and ice operations.

Anthony comes to us with experience as a utility locator in the private sector and working with a major moving company. He is also a U.S. Navy veteran, having served for five and one-half years in active duty and he continues to serve as a member of the active reserves.

Anthony lives in Wheaton with his wife Melissa, and two children Aubrey and Jackson.

Village of Carol Stream

Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager
DATE: November 4, 2016
RE: Organic Soils

On July 18 and October 17, 2016, the Village Board considered an Amendment to the Lease Agreement with Organic Soils approved in August of 2014 for operation of a landscape waste transfer facility (LWTF) on a portion of the Village's Water Reclamation Center (WRC) on Kuhn Road. At the October 17 meeting the Village Board expressed a desire to have the payment of rent by Organic Soils begin soon and to have firm dates for project milestones in the Lease Amendment. Staff has met with Organic Soils to discuss those preferences and revise the proposed Lease Amendment accordingly.

Attached for your review is a Lease Amendment revised to:

- Rent beginning November 1, 2016
- Construction commencing on or by June 1, 2017
- Obtaining an IEPA operating permit for the LWTF on or by April 15, 2018

The immediate payment of rent should provide motivation to move the project forward and help reimburse costs incurred to date by the Village. The June 1, 2017 date should allow ample time for the US Army Corps of Engineers Wetland approvals, Village stormwater review and certification, subdivision approval, and building permitting. Obtaining an IEPA operating permit by April 15, 2018 should allow the LWTF to be in operation for the full 2018 season for landscape waste (spring, summer and fall). The proposed timeline is realistic and should be attainable.

Direction is requested on the Lease Amendment.

JEB/dk

Attachment

cc: Organic Soils

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT (FIRST AMENDMENT) is dated this _____ day of _____, 2016 and amends that certain Lease Agreement signed and dated August 18, 2014 by and between the **VILLAGE OF CAROL STREAM, an Illinois Municipal Corporation** (herein referred to as "**the Village**") and **ORGANIC SOILS, INC., an Illinois Corporation**, (herein referred to as "**Organic Soils**").

WITNESSETH

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Organic Soils agree that the Lease Agreement signed and dated August 18, 2014, as referenced above, is hereby amended as follows:

1. The first paragraph of the Lease Agreement is amended by correcting the typographical error in the year from "2013" to "2014."
2. Section 3, Term, the first sentence is amended to read:
"The term of this Agreement shall commence on **November 1, 2016** (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of seven (7) years."
3. Section 5, Approvals as Condition Precedent, Subsection A is amended by adding the following additional provisions:

"6. Approval of Engineering Plans and issuance of a Storm Water Management Certification for the Leased Premises by the Village of Carol Stream.

7. Approval of a Permit for the Leased Premises by the U.S. Army Corps of Engineers, if required."
4. Section 7, Rent, Subsection A is amended to read as follows:

"A. Eighteen Thousand Dollars (\$18,000.00) per annum, payable in twelve (12) consecutive monthly installments of One Thousand Five

Hundred Dollars (\$1,500.00) beginning on the first day of **November 1, 2016** (the Lease Payment Commencement Date)."

5. Section 9, Repairs and Compliance with Laws, is hereby amended by adding the following additional provisions:

"K. Organic Soils shall construct and maintain the storm water management facilities upon the Leased Premises in accordance with the final engineering plans, certifications and permits, as approved by the Village.

6. Section 19, Default, is amended by adding Subsection C which reads as follows:

"C. Should Organic Soils fail to properly maintain the storm water management facilities, as **reasonably** determined by the Village, the Village is authorized to perform any maintenance work as the Village deems necessary and Organic Soils shall reimburse the Village for all costs incurred in performing such work and seeking reimbursement from Organic Soils, including all attorney's fees."

7. Section 20, Termination, the first sentence shall be amended to read:

"Notwithstanding any other provisions of this Agreement, this Agreement may be terminated:"

8. Section 20, Termination, Subsection A is amended to read as follows:

"A. By either Party on thirty (30) days prior written notice, if the other Party remains in default as provided under Section 19 of this Agreement after the applicable cure periods."

Section 20, Termination, Subsection B is amended by correcting the typographical error "by either Village..." to "by either Party..."

9. Section 20, Termination is amended by adding the following additional provisions:

"D. By the Village, upon **fourteen (14)** days prior written notice, should Organic Soils fail to commence construction of the Landscape Waste Transfer Facility on or by June 1, 2017.

E. By the Village, upon **fourteen (14)** days prior written notice, should Organic Soils fail to obtain its IEPA operating permit for the Landscape Waste Transfer Facility on or by April 15, 2018.

10. In the event of any conflict between the terms, conditions and provisions of the Lease Agreement and this First Amendment, the terms, conditions and provisions of this First Amendment shall control.

11. Except as modified by this First Amendment, the terms of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective authorized officers this _____ day of _____ 2016

VILLAGE OF CAROL STREAM

ORGANIC SOILS, INC.

By _____

By _____

ATTEST:

ATTEST:

By _____

By _____

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: October 26, 2016
RE: Recommendation to Award a Contract – Steve Piper & Sons – Tree Trimming Services

Each year Public Works contracts out scheduled tree trimming of parkway trees. For purposes of this work the Village is divided into six tree-trimming zones in order to provide a six-year trimming cycle. The area earmarked for trimming this year is Zone 3 (a map of the work zones is attached). The current budget provides \$20,000 for the work in Zone 3.

Due to the relatively low number of trees designated for trimming in Zone 3 (approximately 400) staff estimated that the total cost of contract tree trimming services would not exceed \$20,000.00. Therefore, staff solicited proposals through a Request for Proposal (RFP) process rather than via a formal bid process. The RFP was sent directly to eleven (11) tree trimming contractors, three of whom provided a proposal with the following results:

Contractor	Total
Steve Piper (previous contractor)	\$12,191.50
Acres Group	\$15,579.00
Winkler's Tree & Landscaping	\$19,110.00

Steve Piper & Sons submitted the lowest proposal and all of the required documents. This company has satisfactorily performed this work for the Village for each of the last four (4) years.

As an added benefit for residents facing the expense of having to deal with tree trimming or removal on their own properties, the Village also asked vendors to provide prices at which they would provide services directly to homeowners in the area where parkway trees are being trimmed. Residents in Zone 3 will receive a mailer advising them that a contractor will be performing tree trimming in their area and that the contractor has committed to pricing for private work thru the end of February 2017. Residents would be free to call the contractor to make their own arrangements, but are under no obligation to utilize this contractor. The resident and contractor would enter into their own contract for private property services. The Village's only involvement is to make the contractor available to residents at pre-established rates.

Staff recommends that the Village Board approve a Motion awarding a contract to Steve Piper & Sons in the amount of \$12,191.50 for tree trimming services.

Attachments



Map created on October 26, 2016
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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 conduct 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.

PARKWAY TREE TRIMMING SERVICES PROPOSAL FORM (3 pages)

The undersigned "Contractor" offers to provide to the Village Parkway Tree Trimming Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

Street	# of Trees	Unit Price	Total
Birchbark Trl	4	\$ 31 ¹⁰	\$ 124 ⁴⁰
Brookstone Dr	3	\$ 31 ¹⁰	\$ 93 ³⁰
Christopher Ln	1	\$ 31 ¹⁰	\$ 31 ¹⁰
Evergreen Dr	2	\$ 31 ¹⁰	\$ 62 ²⁰
Hickory Ln	1	\$ 31 ¹⁰	\$ 31 ¹⁰
Iris Ave	42	\$ 30 ²⁵	\$ 1270 ⁵⁰
Lance Ct	3	\$ 31 ¹⁰	\$ 93 ³⁰
Lance Ln	23	\$ 26 ¹⁰	\$ 600 ³⁰
Lies Rd	3	\$ 31 ¹⁰	\$ 93 ³⁰
Lilac Ct	6	\$ 17 ⁸⁰	\$ 106 ⁸⁰
Lilac Ln	47	\$ 32 ³⁵	\$ 1520²⁹ \$1520.45
Lily Ln	3	\$ 31 ¹⁰	\$ 93 ³⁰
Magnolia Way	26	\$ 27 ³⁵	\$ 711¹² \$711.10
Mayfair Dr	1	\$ 31 ¹⁰	\$ 31 ¹⁰
New Britton Dr	1	\$ 39 ⁰⁵	\$ 39 ⁰⁵
New Britton Rd	33	\$ 39 ⁰⁵	\$ 1288 ⁶⁵
New London Ct	2	\$ 31 ¹⁰	\$ 62 ²⁰
Rolling Oaks Dr	39	\$ 29 ¹⁵	\$ 1136 ⁸⁵
Rose Ave	110	\$ 32 ³⁵	\$ 3558 ⁵⁰
Rose Ct	8	\$ 31 ¹⁰	\$ 248 ⁸⁰
Sheffield Ct	2	\$ 31 ¹⁰	\$ 62 ²⁰
Stonehenge Ct	1	\$ 31 ¹⁰	\$ 31 ¹⁰
Sussex Rd	12	\$ 31 ¹⁰	\$ 373 ²⁰
Tall Oaks Dr	2	\$ 31 ¹⁰	\$ 62 ²⁰
Violet St	13	\$ 31 ¹⁰	\$ 404 ³⁰
Yorkshire Ln	2	\$ 31 ¹⁰	\$ 62 ²⁰
TOTAL:	390		\$ 12,191³⁶ \$12,191.50

PROPOSAL FORM (CONTINUED)

ADDITIONAL WORK (Tree Removal)

This work includes: tree removal, chip and remove all tree materials, grind stump, remove grindings and restore to grade

Tree Size (DBH)	Cost
Less than 5" DBH	12 ⁰⁰
5.0 inches to 10 inches DBH	14 ⁰⁰
10.1 inches to 15 inches DBH	17 ⁵⁰
15.1 inches to 20 inches DBH	24 ⁰⁰
20.1 inches to 25 inches DBH	28 ⁰⁰
25.1 inches to 30 inches DBH	35 ⁰⁰
Over 30 inches	40 ⁰⁰

ADDITIONAL WORK (Private Participation Program)

Item	Category	Description	Cost
1a	Private Participation Program – Tree Trimming	Cost per D.B.H.	28 ⁰⁰
1b	Private Participation Program – Tree Removal	Cost per D.B.H.	35 ⁰⁰
1c	Private Participation Program – Stump Grinding *	Stump Grinding	120 ⁰⁰

* unless otherwise noted this cost shall be considered to be a flat rate

PROPOSAL FORM (CONTINUED)

Certified Arborist: DAN ENGELHARDT
Name
IL 1577 A
Number

Contractor: STEVE PIPER AND SONS

Address: 31 W 320 Ramm Dr.
NAPERVILLE IL 60564

Phone: 630 898 6050 Date: 10/24/16

Signature: 

Subscribed and sworn before me on this 24 day of October, 2016.

MY COMMISSION EXPIRES:






NOTARY PUBLIC

END OF PROPOSAL FORM

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: October 20, 2016
RE: Office Manager – Village Manager’s Office

On May 19, 2014 a contract with GovTempsUSA was approved for an Office Manager in the Village Manager’s Office. The arrangement was in lieu of a Village employee with benefits (pension and health insurance). This enabled the Village to obtain the services of an extremely knowledgeable professional while saving money. The initial agreement was for a period May 7, 2014 through December 31, 2014. Subsequently, the arrangement was extended for the period of January 1, 2016 through December 31, 2016, and remains cost effective.

Attached you will find Exhibits A and B to the Agreement with GovTempsUSA. Exhibit A has been revised to include a 3% adjustment to the hourly rate. The balance of the Agreement remains unchanged. The annual cost of \$76,003.20 continues to compare favorably with the cost of a full-time employee with benefits. The FY 2017-18 budget will incorporate the new rate.

Staff recommends approval of the revision to the agreement with GovTempsUSA for the period January 1, 2017 through December 31, 2017 at a cost of \$76,003.20 as articulated in revised Exhibit A. All other terms of the agreement approved May 19, 2014 remain unchanged.

JEB/dk

Attachments

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Denise Kalke

POSITION/ASSIGNMENT: Outsourced Office Manager

POSITION TERM: One Year Renewal: January 1 – December 31, 2017.

Agreement may be renewed for up to one (1) additional year, with agreement between parties. Please review Section 5 of this Agreement for the complete terms of the position.

BASE COMPENSATION: \$36.54 per hour for hours worked, based on a forty (40) hour work week (\$1,461.60 per week). Standard hours will be paid unless the Municipality reports otherwise to GovTempsUSA, LLC via email at payroll@govtempsusa.com on the Monday after the prior work week before the close of business.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: 10/20/2016

Date: _____

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

EXHIBIT B


Municipality Holidays

New Year's Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

Vacation

15 Days starting January 1

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: October 18, 2016
RE: Fourth of July Fireworks – 2017

Attached for your review and consideration is a proposal from Melrose Pyrotechnics for a fireworks show on Tuesday, July 4, 2017. Melrose has provided these services in the past and has been both reliable and safe. They have confirmed that the show will be the same for 2017 as it was in 2016. The price is the same as it was in 2016. The full cost of the show will again be shared between the Village and Park District.

Staff recommends approval of a contract in the amount of \$13,000.00 with Melrose Pyrotechnics subject to Chapter 5, Article 8, Sections 5-8-14 (A) and (B) of the Village of Carol Stream Code of Ordinances. Staff further requests authorization to execute the contract and commit Melrose Pyrotechnics for our July 4th fireworks show. The Park District has confirmed they too will be entering into a contract with Melrose Pyrotechnics.

JEB/dk

Attachments

cc: Carol Stream Park District



October 11, 2016

Village of Carol Stream
Joseph E. Breinig
Village Manager
500 N. Gary Ave.
Carol Stream, IL 60188

Dear Mr. Breinig,

It was a pleasure speaking with you on Monday, October 10th. Pursuant to our conversation, enclosed you will find our proposal and contract for the Village of Carol Stream's share of the 2017 July 4th fireworks.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Kerns", written in a cursive style.

Bob Kerns
Director of Operations
Melrose Pyrotechnics, Inc.
bob@melrosepyro.com

Melrose Pyrotechnics

1 Kingsbury Industrial Park
P.O. Box 302
Kingsbury, IN 46345

T 219-393-5522 800-771-7976
F 219-393-5710 800-775-7976

melrosepyro.com

Event Name Village of Carol Stream

Event Date July 4, 2017

Client Contact Person Village of Carol Stream : Joseph Breinig
Carol Stream Park District: Ron Murray

Type of Show Pyromusical Fireworks Display - Computer Choreographed

Length of Show 20 Minutes

Type of Pyrotechnic Effects All Aerial Shells up to 5"

Proposal Includes Five Million Dollars Public Liability Insurance
Licensed Professional Pyrotechnicians
Workers Compensation Insurance
All Fireworks Material Necessary to the Production
All Firing Equipment Necessary to the Production
Digital Soundtrack Production
Computer-Designed Choreography

Proposal Cost \$25,000 TOTAL: Village of Carol Stream \$13,000-Carol Stream Park District \$12,000

“Melrose is like part of the family.”

- Nichole Manning, Senior Director of Game Operations for the Chicago White Sox

Proposal

In an effort to provide you with a detailed and clear proposal, we have included a list of components to be considered for the design of your Melrose Pyrotechnics display. Please take a moment to review our show design concepts and proposed pyrotechnic effects.

Opening Segment

The opening scene of your show is one of the most important segments of the display. Whether you choose a traditional display or a pyromusical, our design team members are masters at tailoring your opening segment to thrill your audience from the very first shot. Your audience will be captivated immediately, as we set the tone, pace, and feel for the rest of the program. This is traditionally established through a barrage of multi-shot effects paired with an assortment of aerial shells.

Design Components

Yellow Peonies with Silver Tails

Blue Peonies with Silver Tails

Silver Peonies with Silver Tails

Golden Glittering Chrysanthemums with Purple Pistils

Golden Glittering Chrysanthemums with Green Pistils

Golden Glittering Chrysanthemums with Yellow Pistils

Main Body

After your audience is fully enthralled in the spectacle of the opening segment, we transition into the main body of the display. You will experience our commitment to design and organization first-hand as we present a progression of scenes that we design specifically for you and your show. Because every device that we incorporate into your show is hand-picked, meticulously tested, and rated by our design team, we are able to build a cohesive program that is highly dynamic and suited to your event and audience.

Design Components

Color Strobing Dahlias with Matching Tails

Crackling Palm Trees with Coconut Trunks

Glittering Peonies with Double Core Pistils

Color-Changing Pastel Crossettes

Diadem Chrysanthemums to Crackling Tips

Brocade Kamuro with 1000's Bouquet Pistils

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Grand Finale

The ultimate destination and final act of every fireworks display is the grand finale. This is the segment of the show that your audience will remember above everything else. Careful design and product selection are vital components of the process we use to customize your grand finale. Not only sound, but color, flight time, effect duration, impact, and presentation are all criteria we consider when choreographing your grand finale.

Design Components

Multi-color Finale Chrysanthemum Shells with Silver Tails

Thunder to Colored Stars Report Shells

Assorted Color and Flash Salute Finale Shells

Red Comets to Titanium Salutes

Ten-Fingered-Fan Aluminum Trailing Comets to Reports

Dark Thunder Salutes

Special Effects/Multi-Shots

In addition to the shells, multi-shots, candles, and chains that we implement throughout all segments of your show, we employ an extraordinary catalog of special effects and display techniques that we use to complement the traditional crowd favorites. These effects range from nautical shells, custom angled Roman candle scenes, expansive ground effect placements featuring strobes and flares, and layered multi-shot effects, as well as custom-pattern shapes that are manufactured just for Melrose, such as hearts and smiling faces. These special effects work in harmony and greatly enhance the look and feel of any display!

Design Components

Five Pointed Lone Star with Encircling Strobe Ring

Six Color Changing Peony Ghost Shell

Patriotic Palms in Red, Silver and Blue

Gold Brocades to Red Strobing Octopus

Rapid-Fire Row - Ruby Red to Go-Getter Mines

Euro Style Candle Gold Comet with Royal Blue Comet Tip

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

Mult-Shots

Design Components

Red White Blue Peony Fan

Super Peony Shells Colorful Tails

Blue Tail To Blue and Gold Glittering Comets

Dragon Eggs with Crackling Tails

Multi-Color Palm with Multi-Color Tails

Silver Swirling with Silver Report

Silver Comets to Silver Crossettes

Titanium Salute with Multi-Color Tails

Product Description

Stickless rockets with red, white, and blue flash shells

Multi-color comet to peony with thunderous noise

Bright blue comets to flittering golden falling rain

Golden chrysanthemum color breaks

Rainbow-colored palm tree over rainbow-color tails

Silver tails erupting into thunderous noise

Patriotic white comets bursting into white crossettes

Multi-color comets erupting in large titanium salutes

This proposal is intended to give an approximate show design and description. Please contact your Melrose Pyrotechnics Event Producer with any questions or concerns.

MELROSE PYROTECHNICS, INC.

AGREEMENT

This contract entered into this 11th Day of **October** AD **2016** by and between MELROSE PYROTECHNICS, INC. of Kingsbury, Indiana and Village of Carol Stream (CUSTOMER) of City Carol Stream State IL.

WITNESSETH: Melrose Pyrotechnics, Inc. for and in consideration of the terms hereinafter mentioned, agrees to furnish to the Customer **One (1)** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of **July 4, 2017** Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. If the show is rescheduled prior to our truck leaving the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 15% of the total contract price for additional expenses in presenting the display on an alternate date. If the show is rescheduled after our trucks leave the facility, Customer shall remit to Melrose Pyrotechnics, Inc. an additional 40% of the total contract price for additional expenses incurred. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of Melrose Pyrotechnics, Inc. In the event the Customer does not choose to reschedule another date or cannot agree to a mutually convenient date, Melrose Pyrotechnics, Inc. shall be entitled to 50% of the contract price for costs, damages and expenses. If the fireworks exhibition is canceled by Customer prior to the display, Customer shall be responsible for and shall pay to Melrose Pyrotechnics, Inc. on demand, all Melrose Pyrotechnics Inc.'s out of pocket expenses incurred in preparation for the show including, but not limited to, material purchases, preparation and design costs, deposits, licenses and employee charges.

MELROSE PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for a fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. Should this display require any Union related costs; their fees are not included in this agreement.

It is further agreed and understood that the CUSTOMER is to pay MELROSE PYROTECHNICS, INC. the sum of **Thirteen Thousand Dollars and 00/100 (\$13,000.00)**. A service fee of 1 ½ % per month shall be added, if account is not paid within 30 days of the show date.

MELROSE PYROTECHNICS, INC. will obtain Public Liability and Property Damage and Workers Compensation Insurance. All those entities/individuals who are listed on the certificate of insurance will be deemed an additional insured on our liability policy.

CUSTOMER will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of **350** feet at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be construed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by Melrose Pyrotechnics, Inc. in the collection or attempted collections of any amount due under this agreement and invoice.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

MELROSE PYROTECHNICS, INC.

By 

Date Signed: **October 11, 2016**

Bob Kerns - Event Producer
P.O. Box 302, 1 Kingsbury Industrial Park
Kingsbury, IN 46345
(800) 771-7976
bob@melrosepyro.com

CUSTOMER

By _____
Its duly authorized agent, who represents he/she has full authority to bind the customer.

Date Signed _____
(PLEASE TYPE OR PRINT)

Name _____
Address _____
Phone _____
Email _____

Village of Carol Stream
 Interdepartmental Memo

TO: Joe Breinig, Village Manager
 FROM: Philip J. Modaff, Director of Public Works
 DATE: November 2, 2016
 RE: Approval of Independent Contractor Agreements -- Snowplowing

As in past years, the Public Works Department plans on utilizing contractors to assist in snow removal efforts during the 2016-17 winter season. Contractor services are included in the current budget in the total amount of \$240,000. A meeting was held with the following contractors on October 26 and we have secured agreements (sample attached) and required documents from each:

- S & S Maintenance
- AJD Construction & Concrete
- D & M Services
- Abbott Tree Care

Equipment rates have not increased since 2012 and one contractor chose not to continue working with us in the coming season due to opportunities to earn higher rates elsewhere. Staff is proposing a 7.5% increase in equipment rates as follows, with no increase to the travel rate:

EQUIPMENT	FULL RATE	TRAVEL RATE
Pick-up truck	\$ 77.35/hr	\$25/hr
Single-axle truck	\$ 80.15/hr	\$25/hr
Skid steer	\$ 90.30/hr	\$28/hr
Tandem truck	\$126.30/hr	\$25/hr
2/2.5 cubic yard loader	\$145.65/hr	\$28/hr
3 cubic yard loader	\$175.00/hr	\$28/hr
Backhoe/loader	\$ 93.50/hr	\$28/hr

One contractor, AJD Construction & Concrete, will also provide walkway snow and ice clearing services in the Glenbard North High School Pilot Program area. Staff solicited proposals from several contractors and AJD (who performed the work last year) submitted the most attractive proposal (copy of proposal attached). The program has been amended to reflect some of the lessons learned from the first year of the program, and some costs have increased. Specifically, the Village will provide the contractor with fifty-pound bags of ice-melt, which is better suited for the walkways and can be more easily and accurately spread as compared to the road salt used last year. While the product is costlier, it will be

broadcast by a mechanical spreader rather than by hand as was done last year. In addition, service on the sidewalks will be completed even if school is not in session, to avoid ice build-up from lack of attention.

A cost difference from last year is in the hourly rate for application of the ice-melting agent, which will increase from \$38/hr. to \$55/hr. There is also a decrease in the hourly rate in events where snow accumulation is greater than nine-inches, from \$95/hr. to \$55/hr.

Staff recommends a Motion approving Independent Contractor Agreements for Snow Plowing on courts and cul-de-sacs with the firms and at the rates listed above and for the Walkway Snow Clearing Pilot Program in accordance with the attached proposal from AJD Construction & Concrete.

Attachments

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 2)

THIS AGREEMENT entered into by and between _____ herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

INDEPENDENT CONTRACTOR'S AGREEMENT (page 2 of 2)

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "*Second Party*" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "*First Party*" or of the subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "*First Party*" shall have full control of the ways and means of performing the work referred to above and that the "*First Party*" or his/its employees, representative or subcontractors are in no sense employees of the "*Second Party*", it being specifically agreed that in respect to the "*Second Party*", the "*First Party*" bears the relationship of an independent contractor.

This agreement shall be in effect from the 15th day of November, 2016 through the 30th day of April, 2017.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this ____ day of _____ 2016.

FIRST PARTY:

CONTRACTOR

SIGNED _____

BY: _____

TITLE: _____

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

<u>TYPE</u>	<u>MINIMUM COVERAGE</u>
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the Village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Each contractor shall submit a Certificate of Insurance on an ISO approved form prior to commencing any work, indicating the Village of Carol Stream as an additional insured on a primary and non-contributory basis. The following items must be included on the Certificate of Insurance:


- Cancellation Clause must read as follows: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left."
- Certificate Holder must read: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 N. Gary Avenue, Carol Stream, IL 60188"
 - You must have at least \$1,000,000 of auto liability and \$1,000,000 of general liability.

Village of Carol Stream
WALKING PATH SNOW PLOWING
PROPOSAL FORM

Accumulation between 1" and 4": \$ 285.00 per event
Accumulation greater than 4" and up to 6": \$ 330.00 per event
Accumulation greater than 6" and up to 9": \$ 385.00 per event
Accumulation greater than 9": \$ 55.00 per hour
per person
Application of melting agent \$ 55.00 per hour
per person

Contractor Name: ASD Concrete Construction Corp
Address: 1725 Ariana drive
Bartlett IL 60103
Telephone No: (OFF) 630-956-1380 630-808-5017 Date: 10/17/16
Contact Person: Yito Panzavino Date: 10/17/16
Authorized Signature: [Signature] Title: 10/17/16

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: November 2, 2016
RE: 2016 Pavement Marking Project – Change Order No. 1, Final
Payment and Acceptance

In September the Village Board awarded the referenced project to Superior Road Striping, Inc. in the amount of \$25,601.75.

The final field measured quantities bring the contract to \$26,306.14 which is \$704.39 (2.8%) over the contract amount. Overages are due to variations between estimated and final quantities. Ample funds exist to pay for this overage as \$48,000.00 was budgeted for this project.

Staff therefore recommends approval of Changer Order No. 1 and final payment to Superior Road Striping Inc. in the amount of \$26,306.14 and acceptance of the 2016 Pavement Marking Project.

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

CHANGE ORDER NO. 1

PROJECT: 2016 Pavement Marking Project

DATE OF ISSUANCE: 11/2/16

OWNER: Village of Carol Stream

CONTRACTOR: Superior Road Striping, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Pavement Marking Services

Purpose of Change Order: Change in contract price based on final field measured quantities.

Attachments: Pay Estimate
No. 1 – Final

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price: \$ 25,601.75 Original Contract Time: 4/30/2017

Previous Change Orders: \$ 0 Change from previous Change Orders: None

Current Contract Price: \$ 25,601.75 Current Contract Time: 4/30/2017

Net increase/(decrease) of this Change Order: \$ 704.39 Net increase of this Change Order:

Contract Price with this Change Order: \$ 26,306.14 Contract Time with this Change Order: 4/30/2017

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, were not within the contemplation of the Contract as signed, and are in the best interest of the Village.

RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream


ACCEPTED:

By: _____
James T. Knudsen
Director of Engineering Services

By: _____
Joseph Breinig
Village Manager

By: 
Superior Road Striping, Inc.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: November 2, 2016
RE: 2016 Flexible Pavement Project - Final Payment, Balancing
Change Order and Acceptance

Engineering has received final waivers and we are now recommending final payment be made for the referenced project. No Motor Fuel Tax funds were used for this project; therefore IDOT documents are not required.

This project included \$380,00 for the Simkus Recreation Center parking lot, which was completed for \$246,709.87 or \$133,290.17 (35%) under contract. We also included a Phase II contract in the project to take advantage of favorable asphalt prices due to low fuel costs this year. An additional seven streets south of the Village Hall were paved at a cost of \$264,309.87 or 8.5% of the original contract. This work was kept within the original contract amount primarily through savings in base patching and curb quantities.

This project was completed for \$2,961,896.29. It was \$1,278,103.71 (29%) under the budget amount of \$4,340,000.00 and \$150,855.59 (4.8%) under the contract (\$3,112,751.88) based on actual field measured quantities.

Engineering staff therefore recommends the balancing change order be approved, approval of final payment in the amount of \$65,845.70 be made to Plote Construction, Inc. and acceptance of the public improvements for the 2016 Flexible Pavement Project.

Cc: James Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Jim Ludman, Engineering Inspector
Jesse Bahraini, Engineering Inspector

CHANGE ORDER NO. 1 and FINAL

PROJECT: 2016 Flexible Pavement Project

DATE OF ISSUANCE: November 2, 2016

OWNER: Village of Carol Stream

CONTRACTOR: Plote Construction, Inc.

You are directed to make the following changes in the Contract Documents:

Description: Balancing Change Order based on Final Quantities


Purpose of Change Order: Increase contract amount.

Attachments: Estimate No. 7, Final Progress bill from Plote Construction, Inc.

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 3,112,751.88	Original Contract Completion Date:	Sept. 2, 2016
Previous Change Orders:	\$ 0	Change from previous Change Orders:	None
Current Contract Price:	\$ 3,112,751.88	Current Contract Completion Date:	Sept. 2, 2016
Net increase/(decrease) of this Change Order:	\$ (150,855.59)	Net increase of this Change Order:	None
Contract Price with this Change Order:	\$ 2,961,896.29	Contract Completion Date w/ this Change Order:	Sept. 2, 2016

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, were not within the contemplation of the Contract as signed, and are in the best interest of the Village.


RECOMMENDED:
Engineering Services Dept.

By: 
James T. Knudsen
Director of Engineering Services

APPROVED:
Village of Carol Stream

By: _____
Joseph Breinig,
Village Manager

ACCEPTED:
Plote Construction, Inc.

By: 
(Name) _____
(Title) _____
Cons with



1100 BRANDT DRIVE • HOFFMAN ESTATES, IL 60192

ROAD BUILDING
SITE DEVELOPMENT

PHONE: (847) 695-9300
Estimating FAX: (847) 695-9317
Administration FAX: (847) 695-7251

**VILLAGE OF CAROL STREAM
500 NORTH GARY AVENUE
CAROL STREAM, IL 60188
ATTN: BILL CLEVELAND**

**INVOICE # 160050.07
INVOICE DATE 10/24/16
CUSTOMER # 22035
JOB # 160050**

PROJECT NAME	ESTIMATE
2016 FLEXIBLE PAVEMENT CAROL STREAM, IL	ESTIMATE #07 FINAL FOR WORK COMPLETED THROUGH 10/21/16

CURRENT BILLING	
GROSS AMOUNT THIS ESTIMATE	6,742.62
RETENTION THIS ESTIMATE (REDUCTION)	59,103.08
NET DUE THIS ESTIMATE	65,845.70

JOB TO DATE BILLING	
TOTAL AMOUNT EARNED TO DATE	2,961,896.29
RETENTION	
NET AMOUNT TO DATE	2,961,896.29
LESS: PREVIOUS PAYMENTS	2,896,050.59
LESS: PREVIOUS UNPAID ESTIMATES	
NET DUE THIS ESTIMATE	65,845.70
	PLEASE PAY THIS AMOUNT

Questions concerning this invoice?

Call: GARY WOHLER
VICKI BREAN

MAKE ALL CHECKS PAYABLE TO:

Plote Construction Inc.
1100 Brandt Drive
Hoffman Estates, IL 60192

Progress Bill

From: Plote Construction Inc.
 1100 Brandt Drive
 Hoffman Estates, IL 60192

Invoice: 160050.07

Date: 10/21/16

Application #: 7

To: Village of Carol Stream
 500 N Gary Avenue
 Carol Stream, IL 60188

Invoice Due Date: 11/20/16

Payment Terms: Net 30 days

Contract: 160050 2016 Carol Stream Flexible Pavement Project

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed		Amount Previous	Quantity This Period	Amount This Period
								And Stored To Date	%			
1	COMB C & G REM	69,080.00	17,270.000	LF	17,270.000	4.00000	0.00	69,080.00	100.00%	69,080.00	0.000	0.00
2	COMB CC&G TY B6-12	297,959.25	17,273.000	LF	17,273.000	17.25000	0.00	297,959.25	100.00%	297,959.25	0.000	0.00
3	SIDEWALK REM	57,215.61	57,215.610	SF	57,215.610	1.00000	0.00	57,215.61	100.00%	57,215.61	0.000	0.00
4	PCC SIDEWALK 5"	263,421.18	55,457.090	SF	55,457.090	4.75000	0.00	263,421.18	100.00%	263,421.18	0.000	0.00
5	DET WARNINGS	74,550.00	2,982.000	SF	2,982.000	25.00000	0.00	74,550.00	100.00%	74,550.00	0.000	0.00
6	DRIVEWAY PVMT REM	31,696.30	2,756.200	SY	2,756.200	11.50000	0.00	31,696.30	100.00%	31,696.30	0.000	0.00
7	HMA DRIVEWAY REPL 2.5"	82,990.72	2,593.460	SY	2,593.460	32.00000	0.00	82,990.72	100.00%	82,990.72	0.000	0.00
8	PCC DRIVEWAY 6"	6,348.81	162.790	SY	162.790	39.00000	0.00	6,348.81	100.00%	6,348.81	0.000	0.00
9	AGGR FOR TEMP ACCESS	100.00	10.000	TON	0.000	10.00000	0.00	0.00	0.00%	0.00	0.000	0.00
10	EARTH EXCAVATION	448.85	89.770	CY	89.770	5.00000	0.00	448.85	100.00%	448.85	0.000	0.00
11	AGGR BASE REPAIR	0.00	0.000	TON	0.000	10.00000	0.00	0.00	0.00%	0.00	0.000	0.00
12	PREP OF BASE	69.45	6,945.000	SY	6,945.000	0.01000	0.00	69.45	100.00%	69.45	0.000	0.00
13	PIPE UNDERDRAIN 6"	14,160.00	708.000	LF	707.000	20.00000	0.00	14,140.00	99.86%	14,160.00	-1.000	-20.00
14	TRENCH BACKFILL	0.00	0.000	CY	0.000	36.00000	0.00	0.00	0.00%	0.00	0.000	0.00
15	INLET CB MH TO BE REPAIRED	3,645.00	81.000	EA	81.000	45.00000	0.00	3,645.00	100.00%	2,880.00	17.000	765.00
16	INLET CB MH TO BE ADJ	36,225.00	161.000	EA	162.000	225.00000	0.00	36,450.00	100.62%	36,000.00	2.000	450.00
17	INLET CB MH TO BE RECONSTR	3,200.00	4.000	EA	3.000	800.00000	0.00	2,400.00	75.00%	3,200.00	-1.000	-800.00
18	NEW FR & GR	3,000.00	6.000	EA	6.000	500.00000	0.00	3,000.00	100.00%	2,000.00	2.000	1,000.00
19	HMA SURF REM 1.75"	271,513.80	150,841.000	SY	150,841.000	1.80000	0.00	271,513.80	100.00%	271,513.80	0.000	0.00
20	HMA SURF REM 2.5"	35,829.00	15,924.000	SY	15,924.000	2.25000	0.00	35,829.00	100.00%	35,829.00	0.000	0.00
21	HMA PVMT REM 4.75"	29,516.25	6,945.000	SY	6,945.000	4.25000	0.00	29,516.25	100.00%	29,516.25	0.000	0.00
22	CL D PATHCES TY IV 3"	7,959.49	723.590	SY	723.590	11.00000	0.00	7,959.49	100.00%	7,959.49	0.000	0.00
23	STRIP REFL CRK CNTRL TRTMT 24" TY B	882.00	490.000	LF	490.000	1.80000	0.00	882.00	100.00%	882.00	0.000	0.00
24	BIT MATL PC	1,034.36	103,435.850	LBS	103,435.850	0.01000	0.00	1,034.36	100.00%	1,034.36	0.000	0.00
25	AGGR PC	0.00	0.000	TON	0.000	1.00000	0.00	0.00	0.00%	0.00	0.000	0.00

Progress Bill

From: Plote Construction Inc.
1100 Brandt Drive
Hoffman Estates, IL 60192

Invoice: 160050.07

Date: 10/21/16

Application #: 7

To: Village of Carol Stream
500 N Gary Avenue
Carol Stream, IL 60188

Invoice Due Date: 11/20/16

Payment Terms: Net 30 days

Contract: 160050 2016 Carol Stream Flexible Pavement Project

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed		Amount Previous	Quantity This Period	Amount This Period
								And Stored To Date	%			
26	LVL BDR MM N50 0.75"	34,917.16	563.180	TON	563.180	62.00000	0.00	34,917.16	100.00%	34,917.16	0.000	0.00
27	HMA BINDER CSE IL-19 N50 3.5"	81,984.00	1,344.000	TON	1,344.030	61.00000	0.00	81,985.83	100.00%	81,985.83	0.000	0.00
28	HMA SURF CSE MIX D N50 1.5"	1,246,969.42	20,112.410	TON	20,112.410	62.00000	0.00	1,246,969.42	100.00%	1,246,969.42	0.000	0.00
29	THERMOPL PVMT MRGG LINE 4"	2,040.00	170.000	LF	170.000	12.00000	0.00	2,040.00	100.00%	0.00	170.000	2,040.00
30	THERMOPL PVMT MRKG LINE 6"	2,172.00	1,448.000	LF	1,448.000	1.50000	0.00	2,172.00	100.00%	0.00	1,448.000	2,172.00
31	THERMOPL PVMT MRKG LINE 24"	818.00	409.000	LF	488.000	2.00000	0.00	976.00	119.32%	0.00	488.000	976.00
32	THERMOPL PVMT MRKG L&S	159.62	34.700	SF	34.700	4.60000	0.00	159.62	100.00%	0.00	34.700	159.62
33	TRAFFIC CONTROL & PROT	36,250.00	1.000	LSU	1.000	36,250.00000	0.00	36,250.00	100.00%	36,250.00	0.000	0.00
34	TOPSOIL SEED & STRAW REST SPCL	1,966.32	163.860	SY	163.860	12.00000	0.00	1,966.32	100.00%	1,966.32	0.000	0.00
35	BIT MATL PC	0.00	0.000	LBS	0.000	0.01000	0.00	0.00	0.00%	0.00	0.000	0.00
36	AGGR PC	0.00	0.000	TON	0.000	1.00000	0.00	0.00	0.00%	0.00	0.000	0.00
37	R & D OF UNSUIT MATL	0.00	0.000	CY	0.000	5.00000	0.00	0.00	0.00%	0.00	0.000	0.00
38	SUBBASE GRAN MATL TYC CA-1	0.00	0.000	TON	0.000	65.00000	0.00	0.00	0.00%	0.00	0.000	0.00
39	PREP OF AGGR SUBBASE	101.87	10,187.100	SY	10,187.100	0.01000	0.00	101.87	100.00%	101.87	0.000	0.00
40	HMA SURF REM 4"	41,767.11	10,187.100	SY	10,187.100	4.10000	0.00	41,767.11	100.00%	41,767.11	0.000	0.00
41	HMA BINDER N50 2.25"	93,213.90	1,503.450	TON	1,503.450	62.00000	0.00	93,213.90	100.00%	93,213.90	0.000	0.00
42	HMA SURF CSE MIX D N50 2"	71,424.99	1,133.730	TON	1,133.730	63.00000	0.00	71,424.99	100.00%	71,424.99	0.000	0.00
43	CC&G R&R	8,061.50	350.500	LF	350.500	23.00000	0.00	8,061.50	100.00%	8,061.50	0.000	0.00
44	SIDEWALK REM	1,992.90	1,992.900	SF	1,992.900	1.00000	0.00	1,992.90	100.00%	1,992.90	0.000	0.00
45	PCC SIDEWALK 5"	8,799.30	1,955.400	SF	1,955.400	4.50000	0.00	8,799.30	100.00%	8,799.30	0.000	0.00
46	DET WARNINGS	3,312.00	144.000	SF	144.000	23.00000	0.00	3,312.00	100.00%	3,312.00	0.000	0.00
47	SODDING & SUPPL WATERING	900.00	60.000	SY	60.000	15.00000	0.00	900.00	100.00%	900.00	0.000	0.00

Progress Bill

From: Plote Construction Inc.
 1100 Brandt Drive
 Hoffman Estates, IL 60192

Invoice: 160050.07

Date: 10/21/16

Application #: 7

To: Village of Carol Stream
 500 N Gary Avenue
 Carol Stream, IL 60188

Invoice Due Date: 11/20/16


Payment Terms: Net 30 days

Contract: 160050 2016 Carol Stream Flexible Pavement Project

Item	Description	Contract Amount	Contract Quantity	U/M	Quantity JTD	Unit Price	Materials On-Site	Total Completed		Amount Previous	Quantity This Period	Amount This Period
								And Stored To Date	%			
48	MH TO BE ADJ SPCL	4,365.00	9.000	EA	9.000	485.00000	0.00	4,365.00	100.00%	4,365.00	0.000	0.00
49	MH TO BE RECON	0.00	0.000	EA	0.000	900.00000	0.00	0.00	0.00%	0.00	0.000	0.00
50	NEW FR & LID	0.00	0.000	EA	0.000	225.00000	0.00	0.00	0.00%	0.00	0.000	0.00
51	PAINT PVMT MKG L&S	124.50	41.500	SF	41.500	3.00000	0.00	124.50	100.00%	124.50	0.000	0.00
52	PAINT PVMT MKG LINE 4"	5,644.80	9,408.000	LF	9,408.000	0.60000	0.00	5,644.80	100.00%	5,644.80	0.000	0.00
53	PAINT PVMT MKG LINE 6"	0.00	0.000	LF	0.000	1.00000	0.00	0.00	0.00%	0.00	0.000	0.00
54	PAINT PVMT MKG LINE 12"	0.00	0.000	LF	0.000	2.00000	0.00	0.00	0.00%	0.00	0.000	0.00
55	PAINT PVMT MKG LINE 24"	192.00	48.000	LF	48.000	4.00000	0.00	192.00	100.00%	192.00	0.000	0.00
57	INLET TY-A W/TY 1 OL	4,500.00	3.000	EA	3.000	1,500.00000	0.00	4,500.00	100.00%	4,500.00	0.000	0.00
58	SS 12" RCP W/TBF	2,310.00	42.000	LF	42.000	55.00000	0.00	2,310.00	100.00%	2,310.00	0.000	0.00
59	TCP for PCI-Phase II	9,800.00	1.000	LSU	1.000	9,800.00000	0.00	9,800.00	100.00%	9,800.00	0.000	0.00
60	Remob for Devinci-Phase II	2,000.00	1.000	LSU	1.000	2,000.00000	0.00	2,000.00	100.00%	2,000.00	0.000	0.00
61	Remob for Suburban-Phase II	2,000.00	1.000	LSU	1.000	2,000.00000	0.00	2,000.00	100.00%	2,000.00	0.000	0.00
62	PCI-Lowboy Moves-Phase II	3,800.00	1.000	LSU	1.000	3,800.00000	0.00	3,800.00	100.00%	3,800.00	0.000	0.00
		2,962,431.46					0.00	2,961,896.29		2,955,153.67		6,742.62

Total Billed To Date:	2,961,896.29
Less Retainage:	0.00
Less Previous Applications:	2,896,050.59
Total Due This Invoice:	65,845.70

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: October 31, 2016
RE: 2016 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance


In July of this year the Village Board awarded the referenced project to American Road Maintenance (formerly Midwest Tar Sealer) in the amount of \$315,000.00.

The final contract was \$308,419.65, which was \$6,580.35 (2%) under the contract. A total of 293,733 square yards of pavement was treated leaving 5,714 square yards from this contract to be treated next year on Mercedes Drive due to the construction project at Mercedes Benz.

Staff therefore recommends approval of final payment to American Road Maintenance in the amount of \$36,221.37 and acceptance of the 2016 Asphalt Surface Treatment Project.

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

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: November 1, 2016
RE: Alcohol Concession Agreement-2017 Summer Concert Series

Attached for your review and consideration is an updated agreement between the Village and Carol Stream Rotary Club for the sale of beer and hard lemonade at the upcoming 2017 Summer Concert Series at the Town Center. The Rotary Club has been licensed to sell alcohol at Summer Concert Series for the last three years. The Rotary Club has sold alcohol without incident during this time period. Other than some minor updating, the agreement is unchanged from last year.

The Rotary Club raised over \$8,000 at the 2016 Summer Concert Series. This money has been allocated for local community projects, such as Christmas Sharing, local food pantries, Glenbard North Post Prom, college scholarships for Carol Stream residents, and the like. The agreement for 2017 contemplates continued community support from proceeds.

Staff recommends approval of the agreement.

JEB/dk

Attachment

cc: Carol Stream Rotary Club

**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 8, 2017 through August 10, 2017 at the Ross Ferraro Town Center. The Village desires to allow the sale of alcoholic beverages in the form of Beer & Hard Lemonade 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 three 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 2017 Summer Concert Series and the Village desires that Rotary provide its volunteer services to purchase, sell and dispense beer and hard lemonade for the Village's 2017 summer concerts.

D. The parties wish to document in writing their respective duties and obligations in connection with alcoholic beverage sales for the 2017 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 hard lemonade 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 hard lemonade 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 hard lemonade. All products shall be dispensed to patrons in aluminum bottles/cans and sold to patrons for \$5.00 each for a 16 oz. beer or a 12 oz. - 14 oz. hard lemonade. 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 2017 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 8, 2017
- Thursday June 15, 2017
- Thursday June 22, 2017
- Thursday June 29, 2017
- Thursday July 13, 2017
- Thursday July 20, 2017
- Thursday July 27, 2017
- Thursday August 3, 2017
- Thursday August 10, 2017

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

THE CAROL STREAM ROTARY CLUB

By: _____
Signature

By: _____
Signature

By: _____
Name & Title (Printed)


By: _____
Name & Title (Printed)

Dated: _____

Dated: _____

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: November 3, 2016

RE: **Agenda Item for the November 7, 2016, Village Board Meeting – Approval of an Updated Agreement with PACE Suburban Bus for the Placement of Bus Shelters along Gary Avenue**

PURPOSE

This memorandum is intended to coordinate Village Board approval of an updated agreement with PACE Suburban Bus to provide bus shelters in Carol Stream.

HISTORY

In January of 2014, the Village Board entered into an agreement with PACE Bus and Titan Outdoor, which established the conditions under which bus shelters would be installed and maintained along PACE Bus routes in Carol Stream. At the time of the 2014 agreement, Titan Outdoor was the company that PACE had contracted with to provide and maintain the shelters.

The shelters to be installed in Carol Stream will be located along Gary Avenue. (Previously, two shelters were planned for installation on the west side of Schmale Road just north and south of North Avenue, but PACE has indicated that due to low ridership at these stops, shelters will not be installed at these locations at this time.) The concrete pads upon which the shelters will be placed were installed as part of the Gary Avenue reconstruction project, which was completed in the summer of 2015. By the time the Gary Avenue reconstruction project was finished, PACE's contract with Titan Outdoor had expired, and PACE was without a shelter provider contract for a period of time.

DISCUSSION

PACE has recently entered into a new contract with Intersection Media, LLC (formerly Titan Outdoor), to maintain PACE bus shelters, sell shelter advertising space, and install and remove advertising content. PACE, which will install the shelters, has advised that since all of the concrete pads upon which the shelters would be located have already been installed, the shelters could be installed within 90 days of Village Board approval of the updated agreement, and that winter conditions would not delay installation.

Shelter Program and Agreement Highlights

- The shelters are installed and maintained at no cost to the Village.
- Intersection Media will remove snow and empty trash receptacles at least once a week.

- Advertisements are installed, removed and replaced by Intersection Media, LLC, at no cost to the Village. Shelter advertisements usually include one double-sided illuminated advertising panel.
- Per the Village Board's direction, the 2014 agreement stipulated that no advertisements for tobacco products or alcoholic beverages would be allowed on Carol Stream shelters. The updated agreement also prohibits such advertisements.
- The shelters will have solar-powered lighting, including illumination of the advertising panel, and smartphone QR codes for riders to access up-to-date bus arrival information.
- PACE receives 65% of the revenue from the sale of advertisements, and the Village receives 50% of PACE's share (32.5%).
- The Village may advertise its own events at no cost if the ad space is unsold, or to pay for ad space if it so chooses.

Shelter Location and Style

A total of five shelters will be installed along Gary Avenue at the locations where concrete pads have already been placed, which includes the northeast and southwest corners of Gary Avenue and Elk Trail, the northeast and southwest corners of Gary Avenue and Fullerton Avenue/Hiawatha Drive, and the southwest corner of Gary Avenue and Park Hill Drive.

As for the shelter style, in 2014, the Village Board selected the Courier-style shelter, with an evergreen color roof. Under PACE's new contract with Intersection Media, names for the shelter styles are not provided, but Style 1 and Style 5 are very similar to the previous Courier-style. Style 5 is a narrower version of Style 1, which is important because a narrower-design shelter must be installed at the locations on the west side of Gary Avenue to allow sufficient room for the Gary Avenue multi-use path that will be constructed in 2017 or 2018.

Attached for the Village Board's review is the updated agreement with PACE and Intersection Media, and designs for the shelter styles currently available.

RECOMMENDATION

Staff has worked with Pace to finalize the updated agreement per the previous direction given by the Village Board. The Village Attorney has reviewed the agreement and finds it to be acceptable. Staff recommends that the Village Board, by motion, authorize Mayor Saverino to execute the attached agreement with Pace for the installation of ad shelters in the Village of Carol Stream, with the direction that shelter Styles 1 and 5 be installed, as determined by space constraints, with evergreen color roofs.

DTB:db

t:\pace\11-7-16 vb memo.docx

PASSENGER SHELTER AGREEMENT

This Passenger Shelter Agreement (“Agreement”) is entered into and made effective this _____ day of _____, 2016 (“Effective Date”) by and between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”); the Village of Carol Stream, an Illinois municipal corporation (“Municipality”); and Intersection Media, LLC, a private corporation (“Intersection”). Pace, Municipality, and Intersection are individually referred to herein as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Pace was established under the Regional Transportation Act (70 ILCS 3615.1.01 *et seq.*) for the purpose of aiding and assisting public transportation in the six county Northeastern Illinois area; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the provisions of the Intergovernmental Cooperation Act, (5 ILCS 220/1 *et seq.*), authorize and encourage intergovernmental cooperation; and

WHEREAS, Municipality and Pace are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into this Agreement; and

WHEREAS, Municipality and Pace agree that Pace shall purchase and install passenger shelters (“shelters”) within the Municipality; and

WHEREAS, Pace and Intersection have previously entered into an agreement for the acquisition, installation and maintenance of shelters placed within Pace’s service region and for the sale of advertising space on Pace passenger shelters (Pace Contract #220802, (hereinafter “Contract”)); and

WHEREAS, the Parties wish to have this Agreement set forth revenue sharing principles applicable to the income received from any advertising shelter placed within Municipality’s corporate limits and other rights and responsibilities of the Parties.

NOW THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties agree as follows:

1. **Term and Termination.** This Agreement shall be in effect beginning on the Effective Date and it shall remain in effect for a minimum of ten (10) years (“Initial Term”). Upon expiration of the Initial Term, this Agreement shall remain in full force and effect unless terminated by any Party upon ninety 90 days’ advance written notice of termination to the other Parties.
2. **Duty to Remove.** In the event any Party exercises its right of termination pursuant to Paragraph 1 above, Pace agrees to remove any shelters within 45 days of request for removal and if they fail to do so, Municipality shall have the right to remove them, and Pace shall be obligated to pay Municipality its actual costs for such removal.

3. **Type and Location of Shelter.** Any shelters to be installed within the Municipality shall be located by mutual agreement of Pace and Municipality. The design of any shelter to be installed shall be selected by Municipality from among those shelter designs available to Pace at the time of installation. Pace shall pour any needed concrete pads at its expense and shall be responsible for obtaining any necessary construction permits. Pace shall retain title to the shelter(s) at all times and Municipality shall not do anything affect such title.
4. **Shelter Inspection, Maintenance and Repair.** Intersection shall inspect, maintain, and clean the shelters at least once per week at its expense, including snow removal. Intersection shall repair or remove, if necessary, any shelter so in need, within forty-eight (48) hours of notification from Municipality.
5. **Electricity.** Ad shelters are electrified for nighttime illumination. Pace shall be responsible for the costs of electrical energy supplied to the shelters. Pace may install a solar unit on any shelter(s) or hardwire any shelter(s) to the nearest municipal streetlight, as Pace deems appropriate.
6. **Type of Advertising.** Intersection and Pace agree that they will utilize the shelters only for advertising material that is consistent with the Pace Advertisement Guidelines (“Guidelines”) which are incorporated herein by reference. Per those Guidelines, Municipality shall not permit advertising for alcohol beverage products. Intersection is responsible for the installation and removal of all advertising material as well as removal of any debris created by the aforementioned installation and removal.
7. **Advertising Revenue.** Under the Contract, Pace is entitled to certain percentages of “gross billings”, defined as the invoiced price to advertisers, less advertising agency commission and taxes, if any. For any advertising transit shelters placed within Municipality’s corporate limits as a result of the Program, Municipality shall receive one-half (1/2) of Pace’s share of gross advertising billings. This share is to be calculated by giving the Municipality pro rata share of one-half (1/2) Pace’s share of total gross billings (not including gross alcohol advertising billings), depending on its share of the total number of ad shelters contained within all participating Municipalities.
8. **Payment.** Pace shall pay Municipality annually its share of advertising revenues referred to in Paragraph 7. Payments shall be made in March of the next succeeding year after any year in which Pace receives advertising income from the shelter(s) placed on Municipality’s leased property.
9. **Indemnification.** Except for the negligence or willful misconduct of Municipality, Pace, and their respective officers, directors, employees, and agents, Intersection shall release, indemnify, defend, keep and save harmless Municipality, Pace, and their officers, directors, employees, and agents against all liability, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, expenses, and costs, including attorneys’ fees, arising from Intersection’s negligence or willful misconduct in the execution, performance, non-performance, or enforcement of this Agreement or the Contract. Upon notice from Municipality and/or Pace of any claim which Municipality and/or Pace believes to be covered hereunder, Intersection shall appear and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but Municipality and/or Pace shall have the right, at their option and expense,

to participate in the defense of any suit, without relieving Intersection of its obligations hereunder. This paragraph shall survive the expiration and/or termination of this Agreement.

10. **Insurance.** Intersection will carry insurance as specified in the Contract. Municipality, Pace, and their respective directors, officers, officials, and employees shall be named as Additional Insureds to the General Liability coverage of this policy for the installation, maintenance and usage by passengers of the bus shelters located on Municipality's leased property. Proof of said insurance will be provided upon request by Municipality, Pace, or the RTA prior to execution of this Agreement. This paragraph shall survive the expiration and/or termination of this Agreement.

11. **Public Service Advertising.** Municipality shall have the right to advertise community events or other public service notices if the advertising space is unsold. In such cases, Municipality shall be responsible for any production costs, and must contact Intersection for placement, posting and removal.

12. **Compliance with Laws.** The Parties shall comply with all local, state, and federal laws, statutes, ordinances, and rules applicable to this Agreement.

13. **Entire Agreement.** This Agreement the Exhibit(s) attached hereto and incorporated herein constitute the entire Agreement between the Parties hereto and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations, written or oral, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

14. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

15. **Assignment.** No Party shall assign this Agreement or the rights and obligations hereunder to any other party without the prior written consent of the other Parties.

16. **Amendment.** No changes, amendments, or modifications of this Agreement shall be valid unless in writing and signed by the duly authorized official of each Party.

17. **Notice.** All notices under this Agreement shall be in writing and sent by: personal service, commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or email to the respective addresses shown below. Notice shall be considered delivered to recipient on the day of delivery if sent by personal service or commercial courier, and on the second business day after deposit in the U.S. Mail if sent by certified or registered mail.

Municipality:

Village Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

Pace:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Department Manager, Marketing

Intersection:

1290 N. 25th Avenue
Melrose Park, IL 60160
Attn: Director of Operations

18. **Governing Law.** Any dispute that arises as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction and Illinois law shall be applied. Any suit commenced pursuant to this Agreement shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

19. **Authorization.** Each signatory to this Agreement represents and warrants that they have full authority to sign this Agreement on behalf of the Party for whom they sign and that this Agreement shall be binding on the Parties hereto, their respective partners, directors, officers, employees, agents, representatives, successors and approved assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials on the dates stated below.

Municipality

Pace

Signature: _____

Signature: _____

Thomas J. Ross

Title: _____

Title: Executive Director

Date: _____

Date: _____

Intersection

Signature: _____

Scott Goldsmith

Title: President

Date: _____

EXHIBIT A

PACE ADVERTISING GUIDELINES

1. The ad space owned by Pace, the Suburban Bus Division of the Regional Transportation Authority, is offered for sale to create revenue for the agency. Pace or its designee may offer such space to advertisers. Pace restricts advertising content for such reasons as viewpoint neutrality, passenger safety, ridership maximization and revenue maximization.
2. All advertising must be truthful and be for a commercial purpose, not a non-commercial message, except as provided for in Section 12 and in relation to messages created by non-profit organizations approved by Pace. False, deceptive or misleading commercial advertising is not permitted. All advertising must comply with all applicable laws and regulations.
3. Advertising containing copy and/or art which is legally obscene or otherwise sexually explicit is not permitted. Copy and/or art which portrays violent acts or other graphic violence, including the depiction of bodies, body parts and fetuses which are in states of mutilation, dismemberment, disfigurement and/or decomposition, is not permitted.
4. Advertising for tobacco products is not permitted.
5. Advertisements for alcohol beverage products are permitted on buses and bus stop shelters, subject to the following conditions:
 - a. The geographic distribution of the advertisements must refrain from geographic or racial/ethnic targeting. Buyers of alcohol advertisements to be placed on or in vehicles, or their agents, must purchase and install identical advertisements at a minimum of four bus garages, and must choose at least two garages from each group listed below:
 - i. Group A – North, River, Fox Valley, Heritage, South, Southwest
 - ii. Group B – West, McHenry, Northwest, North Shore, Highland Park, Batavia, Naperville, WestmontAlcohol advertising creative must be identical across all garages as outlined above; however, translation of copy to languages other than English is permitted.
 - b. The only buyer of alcohol advertisements who is exempted from rule 5(a) is a local business in possession of a liquor license. Such buyer shall be allowed single-garage or single-shelter selection of advertising space.
 - c. Advertisements for beer, wine and spirits are permitted.
 - d. Advertisements for alcohol beverage products are not permitted on or inside shelters unless approved by the municipality in which the shelter is located.
 - e. Advertisements for alcohol beverage products are not permitted on paratransit vehicles or trolleys.
 - f. For general market advertising campaigns, all sizes of exterior bus displays are permitted except fully wrapped buses. Fully wrapped bus advertisements are permitted on “express bus to popular destination” services to all major sporting stadiums/arenas.
 - g. Alcohol advertisements on the interior of buses are limited to “Drink Responsibly” messaging or a maximum of (4) interior car cards that advertise alcohol products. The maximum number of interior displays is not subject to increase even if multiple advertisers purchase the space.
 - h. Alcohol advertisements are permitted within all bus terminals where advertising displays are approved.
 - i. Every alcohol advertisement, if in print format, shall contain a disclaimer that shall cover no less than 3 percent of the advertisement’s total space. The disclaimer shall read as follows: **THE LEGAL DRINKING AGE IN THE STATE OF ILLINOIS IS 21 YEARS OLD. GOVERNMENT WARNING: (1) ACCORDING TO THE SURGEON GENERAL, WOMEN SHOULD NOT DRINK ALCOHOLIC BEVERAGES DURING PREGNANCY BECAUSE OF THE RISK OF BIRTH DEFECTS AND (2) CONSUMPTION OF ALCOHOLIC BEVERAGES IMPAIRS YOUR ABILITY TO DRIVE A CAR, OR OPERATE MACHINERY, AND MAY CAUSE HEALTH PROBLEMS. PLEASE DRINK RESPONSIBLY.**

- j. Advertisements for alcohol beverage products may not contain images of persons under age 21 using the product.
 - k. All proposed alcohol advertisements (“the creative”) are to be reviewed by Pace management prior to actual production.
 - l. Revenue from alcohol advertising and the total number of alcohol ad displays sold are to be reported to Pace on a monthly basis by the advertising sales agent.
 - m. All large-format displays (Fullbacks, Ultra Super Kings, Wrapped Buses) containing alcohol advertising are to be removed at the conclusion of the client’s media contract.
6. If an advertisement contains a testimonial then, upon request, the sponsor shall provide to Pace documentation that the person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify Pace against any legal action by any person quoted or referred to in any testimonial advertisement placed in the Pace system. Such indemnity shall be in a form and substance acceptable to Pace.
 7. Advertisers shall avoid illustrations or references which encourage persons to refrain from using safety precautions normally used in any activity.
 8. Commercial advertising offering premiums or gifts must not misstate their value.
 9. Use of Pace graphics, explicit Pace representations or indirect references to Pace or its employees in advertising is subject to approval by Pace.
 10. No implied or declared endorsement of any product or service by Pace is permitted.
 11. Advertisement advocating or proposing transactions which would constitute unlawful discrimination, or which would be illegal for any other reason, are not permitted. Advertisements which are directed to inciting or producing imminent lawless or discriminatory action and which are likely to incite or produce such action are not permitted. Advertisements containing profanity, defamatory or inflammatory statements directed at any individual or group, including but not limited to statements based on a person’s or people’s race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status or source of income, are not permitted.
 12. All advertisements of a political nature are to contain the statement: “Paid political advertisement. No Pace endorsement implied” in bold type of at least 84 points (1 inch) for exterior bus ads, 18 points (0.25 inches) for interior bus ads, and 9 points (0.125 inches) for web site ads.
 13. Prior to installation, the camera-ready artwork and copy must be submitted by an advertiser to the Advertising Offeror for approval, based on these Guidelines. Any advertising which may violate the guidelines will be submitted to Pace by the Offeror for review and approval by Pace in accordance with these guidelines.
 14. Pace reserves the right to reject or remove any advertising which it deems to not be in full compliance with these guidelines. Pace’s Executive Director or his/her designee shall make the final determination as to whether such advertising meets these Guidelines.

Amended and adopted December 10, 2014.



SHELTER STYLE OPTIONS

STYLE 1



Note: electrical connection via solar power or hardwiring, to be determined based on site conditions.

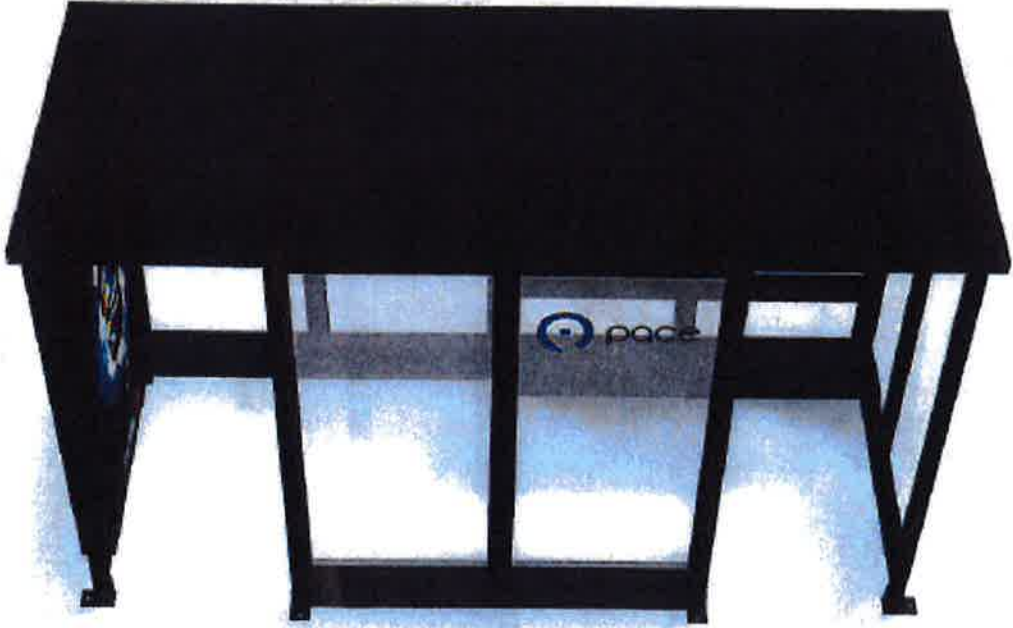
STYLE 2



STYLE 3



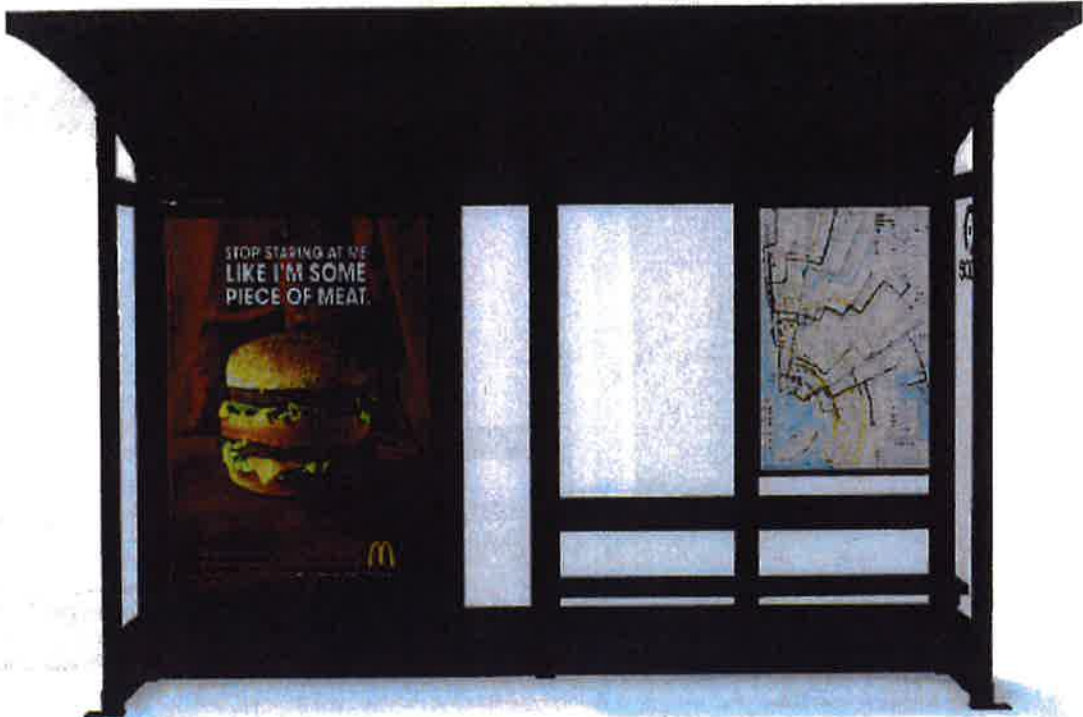
STYLE 4



STYLE 5 (for narrower spaces)



STYLE 6 (for narrower spaces)



Village of Carol Stream
Interdepartmental Memorandum

DATE: October 28, 2016
TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director
SUBJECT: 2016 Property Tax Levy - **Final Action**

Attached is the proposed 2016 property tax levy ordinance for final adoption on Monday, November 7. The Village Board must adopt the annual property tax levy of the Carol Stream Public Library based on how the library is established under Illinois law.

The proposed tax levy of the Library for 2016 imposes no increase over the 2015 levy.

In advance of this action, the Library Board previously considered and formalized their tax levy request through the adoption of Resolution # 276 on September 21, 2016. This action was further communicated through the adoption of Village Board Resolution 2901 on October 3, 2016 as required by the Truth in Taxation Act.

Following adoption on November 7th, a copy of the ordinance will be filed with the DuPage County Clerk for extension on tax bills issued on or about May 1, 2017.

Ordinance No. _____

An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$3,440,000, for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017, for the Village of Carol Stream, DuPage County, Illinois

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream (the Village), County of DuPage, State of Illinois, did on the 18th day of April, 2016, pass the Annual Budget for the Village of Carol Stream for the fiscal year beginning May 1, 2016 and ending April 30, 2017, the amount of which was ascertained to be the aggregate of \$55,337,477, and which said Annual Budget was duly considered and heard by public hearing on the 18th day of April, 2016, in accordance with the provisions of 65 ILCS §5/8-2-9.9; and

Whereas, the Board of Library Trustees of the Carol Stream Public Library on September 21, 2016 approved Resolution #276 entitled “FY2017 Working and Appropriation Budgets / Request for Tax Levy”, and

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream, at an open meeting held on October 3, 2016, adopted Resolution No. 2901 to record the determination of the amounts of money estimated to be necessary to be raised by the property tax for the fiscal year beginning May 1, 2016 and ending April 30, 2017, upon the taxable property in the Village, such amount determined to be \$3,440,000 (\$0 Village, \$3,440,000 Library), which is a decrease from the amount of property taxes extended upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, by \$37,404 or 1.1%,

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

Section 1: The following sums, or so much thereof as may be authorized by law are hereby levied for general corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2016 and ending April 30, 2017 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>VILLAGE OF CAROL STREAM</u>		
General Corporate Purpose	\$ 27,900,000	\$ 0
TOTAL VILLAGE LEVY	<u>\$ 27,900,000</u>	<u>\$ 0</u>

Section 2: The following sums, or so much thereof as may be authorized by law are hereby levied for library purposes for the Carol Stream Public Library for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2016 and ending April 30, 2017 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>CAROL STREAM PUBLIC LIBRARY FUND</u>		
<u>General Fund</u>		
Salaries	\$ 2,219,000	\$ 2,127,000
Plant Maintenance	179,500	172,000
Business Expense	141,000	135,250

Circulation	182,000	174,500
Services	114,000	109,300
Collection Development	420,100	402,700
Total General Corporate Fund Levy	\$ 3,255,600	\$ 3,120,750
<u>Capital Maintenance & Repair Expenditures</u>	436,500	-
Total Capital Maint. & Repair	\$ 436,500	\$ -
<u>FICA Fund</u>	146,000	130,000
Total FICA Levy	\$ 146,000	\$ 130,000
<u>IMRF Fund</u>	225,000	177,250
Total IMRF Levy	\$ 225,000	\$ 177,250
<u>Tort Immunity Insurance</u>	29,000	3,000
Total Tort Immunity Insurance	\$ 29,000	\$ 3,000
<u>Audit Fund</u>	13,500	9,000
Total Audit Levy	\$ 13,500	\$ 9,000
TOTAL LIBRARY LEVIES:	\$ 4,105,600	\$ 3,440,000

LIBRARY LEVY RECAP:

Of the foregoing Total Library Levies, taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by State Statute:

\$3,120,750

Of the foregoing Total Library Levies, the amount to be levied for participation in the Federal **Social Security** Insurance Program as provided by Illinois Compiled Statutes, Chapter 40, Section 5/21-110 et seq., in addition to all other taxes is the sum of:

\$130,000

Of the foregoing Total Library Levies, the amount to be levied for participation in the **Illinois Municipal Retirement Fund** as provided by Illinois Compiled Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of: \$177,250

Of the foregoing Total Library Levies, the amount to be levied for **Tort Immunity Insurance**, as provided in Illinois Compiled Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of: \$3,000

Of the foregoing Total Library Levies, the amount to be levied for the annual **audit** as provided in Illinois Compiled Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of: \$9,000

TOTAL LEVY FOR ALL LIBRARY FUNDS \$3,440,000

Section 3: The amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

Section 4: The total amount of \$3,440,000 ascertained as aforesaid, be hereby levied and assessed on all property subject to tax levy within the Village of Carol Stream according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

Section 5: It is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$3,440,000 which the Village of Carol Stream requires to be raised by tax levy for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

Section 6: It is hereby certified to the County Clerk of DuPage County, Illinois, that the Mayor and Board of Trustees, acting as the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), where required, and the Mayor of said Village

is hereby directed to file with the County Clerk of DuPage County, together with the certified copy of this tax levy ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, if required by law or by the said County Clerk.

Section 7: That the Village Board of the Village of Carol Stream, Illinois, hereby requests that the County Clerk of DuPage County, Illinois, compute and extend the 2016 property tax for the Village of Carol Stream and the Carol Stream Public Library as if the Village were a non-home rule community.

Section 8: All ordinances and parts of ordinances conflicting with any provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 9: This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2016.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this _____ day of _____, 2016.

Mayor
Village of Carol Stream, Illinois

Attest:

Village Clerk of the

Village of Carol Stream, Illinois
(Published in pamphlet form and posted on the _____ day _____ of 2016.)

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Frank Saverino Sr., do hereby certify that I am the duly qualified and acting Mayor of the Village of Carol Stream, DuPage County, Illinois.

I do further certify that the Village of Carol Stream, DuPage County, Illinois, has complied and conformed with the requirements of the Truth in Taxation Act as applicable, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2016 Tax Levy Ordinance (Ordinance No. _____).

IN WITNESS WHEREOF, I hereunto affix my official signature at Carol Stream, Illinois, this _____ day of _____, 2016.

Mayor

(SEAL)

C E R T I F I C A T I O N

I, Laura Czarnecki, duly elected Village Clerk of the Village of Carol Stream, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. _____, passed by the Board of Trustees of the Village of Carol Stream, Illinois, at the _____ Meeting of said Board held on the _____ day of _____, and that the same was signed and approved by the Mayor of said Village on the _____ day of _____.

I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Carol Stream, Illinois, this _____ day of _____.

Village Clerk

CORPORATE SEAL

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: November 1, 2016

RE: 3N560 Fair Oaks Road, John J. Mazzola - Mutual Release of All Claims,
Grant of Easement and Easement Agreement

In May 2014 John J. Mazzola filed a complaint against the Village seeking relief from flooding and erosion he claims was being caused by an 18" diameter storm sewer installed in 1988 on his and the adjoining property to the north by the developer for the Rolling Oaks subdivision. Village staff was able to verify this pipe was installed, but the grant of a storm sewer and drainage easement to DuPage County was never accepted. The County only accepts easements for storm sewers, not for drainage. Furthermore, they would not agree to own and maintain this storm sewer going forward as they felt it was installed for the Village to provide drainage for the Rolling Oaks subdivision.

In an effort to resolve this issue the Village Attorney and IRMA engaged in talks with Mr. Mazzola through his attorney. We were able to reach a mutual agreement where the Village would pay Mr. Mazzola \$20,000 to be used to construct drainage improvements on his property. Those improvements would be owned and maintained by the property owner. In consideration of this payment Mr. Mazzola would release the Village from any and all existing and future claims, damages and liabilities resulting or potentially resulting from alleged flooding, unnatural discharge of water onto and erosion upon his property. He would also grant the Village a drainage easement giving us rights to maintain and operate the storm sewer and drainage system. If he connects his drainage improvements to the existing storm sewer then he would be obligated to maintain, repair, replace and operate the entire drainage system including the pipe, manhole, inlets, overland flow route, swale, etc.

The Village Attorney and Engineering staff have both reviewed the Mutual Release of All Claims, Grant of Easement and Easement Agreement and found them acceptable. See attached. Therefore, staff recommends the resolution approving the Mutual Release of All Claims, Grant of Easement and Easement Agreement be approved.

Cc Phil Modaff, Director of Public Works
Bill Cleveland, Assistant Village Engineer

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF EASEMENT
AND EASEMENT AGREEMENT
(JOHN J. MAZZOLA AND JILL M. ORSINGER, 3N560 FAIR OAKS ROAD,
WEST CHICAGO, IL 60185)**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute a Grant of Easement and Easement Agreement between John J. Mazzola and Jill M. Orsinger, 3N560 Fair Oaks Road, West Chicago, IL 60185 ("Grantor") and the Village of Carol Stream ("Grantee").

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Grant of Easement and Easement Agreement, attached hereto and as approved by the Village Attorney. The address of the property is: 3N560 Fair Oaks Road, West Chicago, IL 60185, with a P.I.N. of 01-26-101-020.

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

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

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2016.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Prepared by and return to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60186
Attn: Village Engineer

GRANT OF EASEMENT AND EASEMENT AGREEMENT

THIS GRANT OF EASEMENT ("Grant of Easement") is made this ___ day of _____, 2016, by John J. Mazzola and Jill M. Orsinger, his wife, (hereinafter referred to as the "Grantor") to the Village of Carol Stream, DuPage County, Illinois (hereinafter referred to as the "Grantee"). Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Grantor is the owner of the real property legally described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Grantor Property"); and

WHEREAS, Grantor has agreed to grant the Grantee a permanent drainage easement in accordance with the terms and conditions as set forth herein;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, the terms and conditions set forth below and the benefits to be derived from this Grant of Easement, the Parties agree as follows:

1. That the recitals set forth above are incorporated herein and made a part hereof as if set forth fully herein.
2. Grantor hereby grants and conveys to the Grantee a ten (10) foot perpetual easement (the "Easement"), in, on, upon, over, through and across the property as legally

described in Exhibit B, attached hereto and made a part hereof (the Easement Premises), for the full and free right, privilege and authority to reconstruct, install, replace, remove, repair, regrade, alter, inspect, maintain and operate a storm drainage system, including but not limited to a storm drain pipe, manhole and inlets (the Easement Activities) together with the right to convey and discharge from the storm drain pipe, any and all stormwater drainage and runoff tributary thereto onto the Grantor Property.

3. Grantee shall have the right and authority to from time to time, cut down, trim or remove any shrubs, trees, bushes or other plants and to clear obstructions from the surface and subsurface of the Easement Premises that may obstruct or otherwise hinder the operation of the Easement Activities.

4. Grantor hereby agrees to and with the Grantee that the officers, agents, employees, successors, grantees, lessees and assigns of the Grantee may, at any and all times designated herein, when necessary and convenient to do so, go in, on, upon, over and across the Grantor Property and the Easement Premises, and do and perform any and all acts necessary or convenient to the carrying into effect the purposes for which this Grant of Easement and the Easement created hereby are made, and that the Grantor shall not disturb, molest, injure or in any manner interfere with the aforesaid Easement Premises, drainage system or any activities incidental thereto.

5. Except as otherwise provided herein, upon completion of any Easement Activities by the Grantee, the Grantee shall restore the Easement Premises to its prior condition.

6. The Easement shall be used and enjoyed by Grantee and its duly authorized officers, agents, contractors or employees to conduct the Easement Activities, in accordance with this Grant of Easement.

7. Within six months of the date of this Grant of Easement, Grantor shall, at its sole cost and expense, drain water from the storm drain pipe on its property to the Western lot line of the Grantor Property by either (1) connecting to the storm drain pipe within the Easement Premises by physically attaching the storm drain pipe to another pipe (the Drain Extension), or (2) constructing an independent, detached storm drainage system near the storm drain pipe (the Drainage System) provided, however, Grantor is solely responsible for complying with the DuPage County Stormwater Ordinance and all other applicable laws, ordinances, rules and regulations.

8. Should the Grantor connect to the storm drain pipe through the Drain Extension as described in Paragraph 7, Grantor shall then have the obligation to maintain, repair, replace, and operate both the Drain Extension and to conduct the Easement Activities upon the Easement Premises, at all times and in a manner consistent with the DuPage County Stormwater Ordinance and such other applicable laws, ordinances, rules and regulations, and the Grantee shall no longer have such obligation. Nevertheless, the Grantee shall have the right of access upon, over and across the Grantor Property for the purpose of inspection of the proper operation of the Drain Extension and the Easement Premises.

9. Should the Grantor install and construct a detached Drainage System as described in Paragraph 7, Grantor shall have the obligation to maintain, repair, replace, and operate the Drainage System only and the Grantee shall have the obligation to conduct the Easement Activities upon the Easement Premises, at all times and in a manner consistent with Paragraph 2 above.

10. In the event that the Grantor fails to maintain or repair the Drainage System, or the Drain Extension and/or the Easement Premises (should the Grantor assume the obligations

contained in Paragraph 8), the Grantee shall have the right to enter upon the Grantor Property and perform any maintenance or repair that the Grantor has failed to perform on the Drain Extension, Drainage System and/or the Easement Premises, if such failure continues for thirty (30) days after written notice from the Grantee of such failure. In an emergency (where personal injury or property damage is imminent), the Village may enter upon the Grantor Property and perform any repairs, without prior notice to the Grantor. The Grantor shall be liable to the Grantee for the cost of any maintenance or repair performed by the Grantee and shall promptly reimburse the Grantee for such costs and expenses, and such costs and expenses shall be a lien upon the Grantor Property enforceable by foreclosure, or by all remedies in law or equity.

11. Such perpetual Easement as is herein granted shall run with the land and the covenants, agreements, terms, conditions, obligations, rights and interests herein contained or provided for shall be likewise binding upon and shall inure to the benefit of the Grantor and Grantee, and their respective heirs, executors, successors, grantees, lessees and assigns.

12. Any and all notices or communications given pursuant to Grant of Easement shall be in writing and shall be deemed received on the third business day after being mailed by certified or registered mail, postage prepaid, return receipt requested; or on the next business day after deposit with a nationally-recognized overnight delivery service (such as Federal Express or Airborne) for guaranteed next business day delivery; or by personal delivery; addressed to the Parties as follows:

To Grantor: John J. Mazzola
 3N560 Fair Oaks Road
 West Chicago, Illinois 60185

To Grantee: VILLAGE OF CAROL STREAM
 500 N. Gary Avenue

Carol Stream, Illinois 60186
Attn: Village Engineer

13. This Agreement contains the entire agreement between the Parties with respect to the Easement Premises and cannot be modified except by a writing, dated subsequent to the date hereof, and signed by both Parties.

14. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

15. Grantor acknowledges, represents and warrants that they are the owner of the Grantor Property and have the full right, title and authority to grant the easement as set forth herein

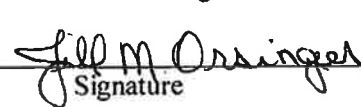
IN WITNESS WHEREOF, the Grantor has caused his name to be signed to these presents the day and year first above written.

Grantor:

John J. Mazzola


Signature

Jill M. Orsinger


Signature

Agreed to and accepted by the Village of Carol Stream, DuPage County, Illinois, this ____ day of _____, 2016.

By: _____
Frank Saverino, Sr., Mayor

ATTEST: _____
Laura Czarnecki, Village Clerk

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that John J. Mazzola and Jill M. Orzinger, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 25 day of August, 2016.



Notary Public



EXHIBIT A

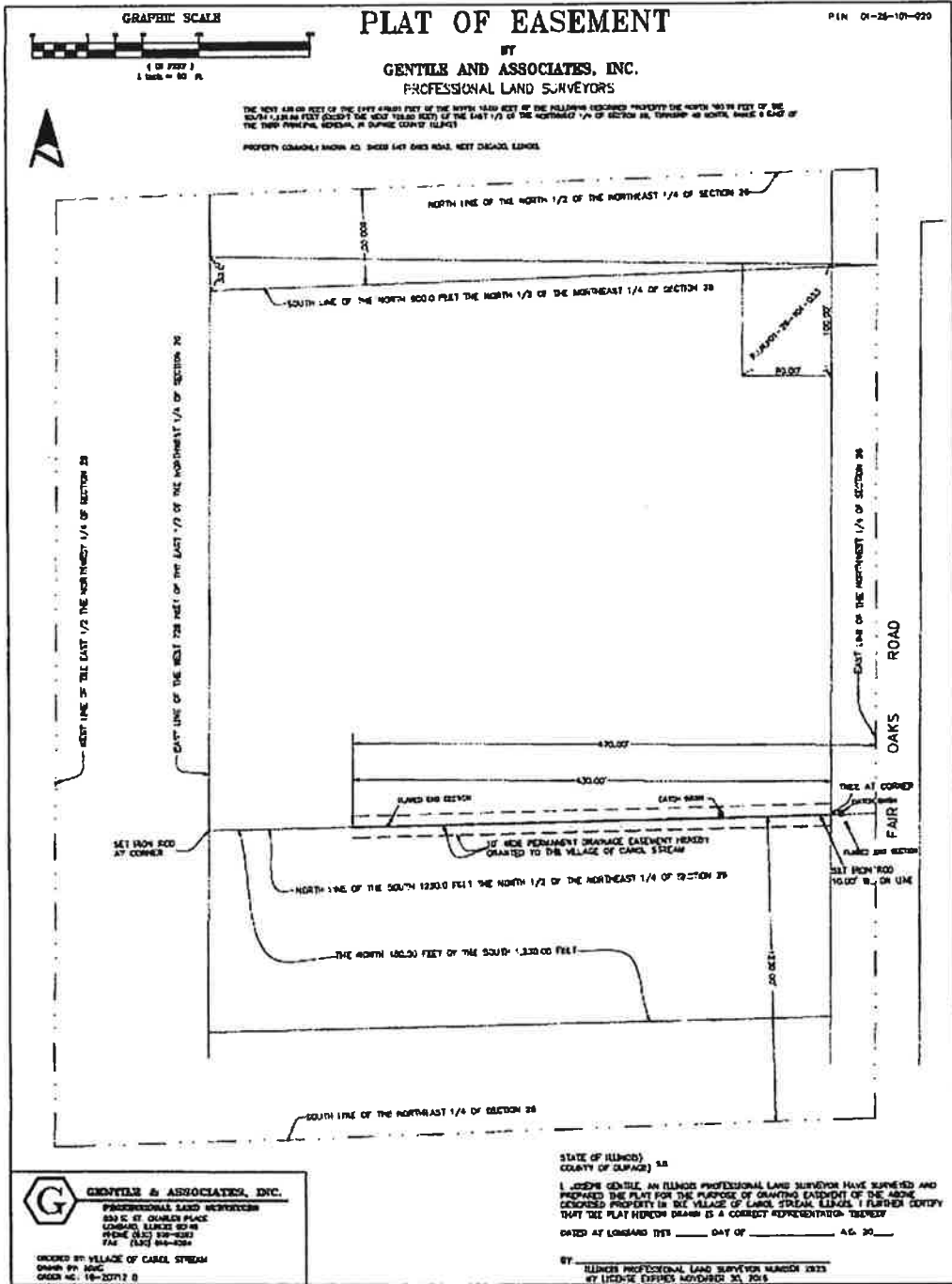
LEGAL DESCRIPTION OF GRANTOR PROPERTY

THE NORTH 180 FEET OF THE SOUTH 1,230.0 FEET (EXCEPT THE WEST 726 FEET) OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 01-26-101-020

COMMON ADDRESS: 3N560 FAIR OAKS ROAD, WEST CHICAGO, IL. 60185

EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT PREMISES



Ekl, Williams
& Provenzale LLC
Attorneys and Counselors at Law

AMN/DNK
144215
Client No.: 3208.000
Writer's Direct Line: (630) 242-8235
Writer's E-mail: vmancini@ekwilliams.com

Partners

Terry A. Ekl

Patrick J. Williams

Patrick L. Provenzale

Vincent C. Mancini

Kevin A. Halverson

Tracy Stanker

August 25, 2016

Via FedEx

Denise N. Kruse
Best, Vanderlaan & Harrington
400 E. Diehl Road, Suite 280
Naperville, IL 60563

901 Warrenville Rd., #175
Lisle, IL 60532
Ph: 630-654-0045
Fx: 630-654-0150

www.ekwilliams.com

RE: *John J. Mazzola v. 1st Bank of Schaumburg, Trust No. 798, et al.*
Case No. 2014 MR 701

Original Signature Documents:

Mutual Release of All Claims

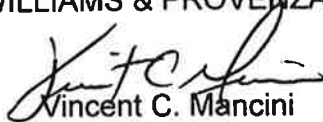
Grant of Easement & Easement Agreement

Dear Ms. Kruse:

Enclosed please find the originals of the Mutual Release of All Claims and Grant of Easement & Easement Agreement signed by my clients. Please hold the Release in trust pending execution of the documents by the Village and full compliance of the terms thereof.

Once fully executed, please forward a copy of the the Grant of Easement and Easement Agreement to my office via email or first class mail. If you should have any questions, please do not hesitate to call.

Sincerely yours,
EKL, WILLIAMS & PROVENZALE LLC


Vincent C. Mancini

VCM/kmf

Enclosures

MUTUAL RELEASE OF ALL CLAIMS

The undersigned, (the Releasors) for and in consideration of the total sum of TWENTY THOUSAND and xx/100 (\$20,000.00) DOLLARS and the mutual promises contained herein, in full settlement of any and all claims, damages and liabilities resulting or potentially resulting from alleged flooding, unnatural discharge of water onto and erosion upon the Releasors' Property described as 3N560 Fair Oaks Road, West Chicago, DuPage County, Illinois, and as more particularity described in the case entitled John J. Mazzola v. 1st Bank of Schaumburg, Trust No. 798 and the Village of Carol Stream, case Number 14 MR 701 in the Circuit Court of the Eighteen Judicial Circuit, DuPage County, Illinois, hereby release and forever discharge the Village of Carol Stream and any and all related persons or entities and all of their agents, servants, attorneys, insurers, including but not limited to INTERGOVERNMENTAL RISK MANAGEMENT AGENCY, its successors and assigns, subsidiaries, affiliates and all other persons or organizations, both known and unknown (hereinafter collectively referred to as "Releasees"), from all actions, causes of actions, suits, controversies, claims and demands or counterclaims of every kind and nature and/or any claim or cause of action, known or unknown, or which was or could have been alleged in the case: John J. Mazzola v. 1st Bank of Schaumburg, Trust No. 798 and the Village of Carol Stream, case Number 14 MR 701 in the Circuit Court of the Eighteen Judicial Circuit, DuPage County, Illinois, including, but not limited to, all actions for trespass, ejection, inverse condemnation, breach of contract, breach of warranty, consumer fraud, common law fraud, contribution, indemnity, equitable apportionment, direct actions, counterclaims, cross-claims, and third party actions which the undersigned have or may have against each other, obligations under any policy, damages, costs, including but not limited to any damages or money owing in any way whatsoever arising from any repairs, expenses, loss or diminution in value, amounts paid or owed, duty to defend and indemnify, failure to pay any amount, claims for court costs and/or attorney's fees, or any other rights or duties that do or may arise and exist in the future and/or for damage to real property and/or personal property, personal injury and/or death, sickness or any health related problem, emotional distress, any claim for lost wages, any economic loss, any claim for punitive damages, bad faith, and/or any other claim of any kind. All said parties agree that any claims made against each other for indemnity payments made in relation to the settlement of this subject claim are extinguished and dismissed by virtue of this release.

IT IS UNDERSTOOD AND AGREED that all complaints, counterclaims, third party claims asserted or could have been asserted are dismissed with prejudice as to VILLAGE OF CAROL STREAM and First Bank of Schaumburg, Trust No. 798 in this lawsuit entitled John J. Mazzola v. 1st Bank of Schaumburg, Trust No. 798 and the Village of Carol Stream, case Number 14 MR 701 in the Circuit Court of the Eighteen Judicial Circuit, DuPage County, Illinois, with each side bearing its own costs and attorneys' fees and that the Releasors are hereby releasing and forever discharging the Releasees from any and all claims the undersigned has or hereinafter may have in the future with respect to the overland flow or storm sewer discharge onto the Releasors' property, that overland flow or storm sewer discharge results in the accumulation of water or flooding on, or erosion or other damage to the Releasors' property, or that the overland flow or storm sewer discharge onto the Releasors' property constitutes a trespass or a nuisance.

IT IS FURTHER AND UNDERSTOOD AND AGREED that this settlement is the compromise of a doubtful and disputed claim and that the payments are not to be construed as an admission of liability on the part of the party or parties hereby released, and that this release and settlement shall not be used by the Releasors or anyone on their behalf against the Releasees as a waiver or estoppel or as a defense in any action which is now pending or may be brought hereafter, whether such action be asserted in a Complaint or by way of Cross-Action, Counterclaim or set-off.

IT IS FURTHER UNDERSTOOD AND AGREED that in consideration for the payments above as well as full dismissal of this lawsuit entitled John J. Mazzola v. 1st Bank of Schaumburg, Trust No. 798 and the Village of Carol Stream, case Number 14 MR 701 in the Circuit Court of the Eighteen Judicial Circuit, DuPage County, Illinois, the Releasors shall grant to the Releasee, VILLAGE OF CAROL STREAM, a easement in the form attached hereto as Exhibit A for the drainage system and storm sewer drainpipe located through and underneath the Releasors' property along the northern-most ten feet, with the full right and privilege to drain unto Releasors' property as described in the easement.

Releasors agree and understand that this settlement is subject to the Releasors satisfaction of any and all existing and known liens on the settlement proceeds and that the settlement proceeds shall not be paid to Releasors, in whole or in part, until evidence of a release of claim is provided to defense counsel for Releasees and/or the lien claimant is put on the settlement check.

Releasors agree and understand that this settlement is subject to the Releasors satisfaction of any and all existing and known liens on the settlement proceeds and that the settlement proceeds shall not be paid to Releasors, in whole or in part, until evidence of a release(s) of claim is provided to defense counsel for Releasees and/or the lien claimants are put on the settlement check. In the event that Releasors elect to exercise their rights pursuant to 735 ILCS 5/2-2301 (c)(2)(ii) and (c)(3)(ii), Releasors individually and by and through their attorneys, agree to hold in trust, in their attorney's client trust account, the **full amount** claimed by third parties claiming a right of recovery against the settlement proceeds, pending final resolution of the amount of the right of recovery. Releasees consider this an obligation undertaken by Releasors and their attorneys to protect, indemnify and defend Releasees from any claim that could be made by any third party against said recovery and/or any failure on Releasors or their attorneys' part to appropriately adjudicate and/or pay all lien rights.

THE UNDERSIGNED AGREES that this Release is binding upon the Releasors and the Releasors' successors and assigns and contains the entire agreement between the parties hereto, and that the terms hereof are contractual and not a mere recital.

SIGNED this 25 day of August, 2016.



JOHN J. MAZZOLA



JILL M. ORSINGER


Witnessed by:

Vincent C Mancini
Printed Name


Signature

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Marc Talavera, Information Technology Director 

DATE: November 1, 2016

RE: Surplus Equipment

Staff is requesting the Village Board to declare the following list of electronic equipment surplus which are no longer useful or of value for village operations. Please see Attachment "**Exhibit A**"

Local recycler, AVA Recycling will pick up and dispose, recycle and/or resell all equipment. The computer hard drives will be removed by staff and destroyed by AVA via punch and later shredded to ensure the data will not be accessible. A Certificate of Destruction and Proper Disposal will be issued for all destroyed hard drives and other electronics. The remaining equipment will be recycled and processed in accordance with the IL Public Act 95-0959 - Electronic Products Recycling & Reuse Act, to ensure none of our electronic waste will be found in landfills and will be properly disposed of. Furthermore, AVA Recycling uses industry R2 and eStewards certified downstream vendors for all materials that may be toxic or pose risks or hazard which helps ensure the e-waste is processed responsibly.

Based on their adoption of the recycling best practices and their compliance with IL Public Act 95-0959, it is my recommendation the Village Board authorizes the equipment to be processed by AVA Recycling.

RESOLUTION NO. _____

**A RESOLUTION DECLARING SURPLUS PROPERTY
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the Corporate Authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in "Exhibit A"; and

WHEREAS, the described personal property has been determined by the Corporate Authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose, recycle and/or resell the surplus property.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal, recycle and/or resell the surplus property.

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

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2016.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Exhibit A

DEVICE	MAKE	MODEL #	SERIAL #	Qty
Monitor	Dell	E178FPb	CN-0RY979-46633-79N-CJ9S	1
Desktop	Dell	Optiplex GX520	1GCB5B1	1
Desktop	Dell	Optiplex 755	82L30F1	1
Desktop	Dell	Optiplex 755	85L30F1	1
Laptop	Dell	Latitude D600	8LBF451	1
Laptop	Dell	Latitude D610	DGS5QB1	1
Laptop	Dell	Latitude D600	JT2RQ31	1
Laptop	Dell	Latitude D610	2RNJQ71	1
Laptop	Sony	Vaio - PCG-7L1L	C3LM3F2T	1
Laptop	Sony	Vaio - PCG-7173L	C601C30K	1
Laptop	Dell	Inspiron 1501	9R296D1	1
Laptop	Apple	MacBook		1
Laptop	Panasonic	ToughBook - CF-31JBGEA1M	1KTYA31133	1
Laptop	Panasonic	ToughBook - CF-31JBGEA1M	1KTYA31129	1
Laptop	Panasonic	ToughBook - CF-30KAPAX2M	9GKYA68230	1
Laptop	Panasonic	ToughBook - CF-31SBLEB1M	2JTYA01273	1
Laptop	Panasonic	ToughBook - CF-30KAPAX2M	9GKYA68526	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	0IKYA23046	1
Laptop	Panasonic	ToughBook - CF-31WBLEHLM	4JTYA36684	1
Laptop	Panasonic	ToughBook - CF-30KAPAX2M	9GKYA68531	1
Laptop	Panasonic	ToughBook - CF-30FASAXAM	8JKSB96232	1
Laptop	Panasonic	ToughBook - CF-29LWQGZBM	5LKYA87215	1
Laptop	Panasonic	ToughBook - CF-28PBJAZQMBKB	2BKSA01916	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	1BKYA46008	1
Laptop	Panasonic	ToughBook - CF-30FASAXAM	8JKSB96286	1
Laptop	Panasonic	ToughBook - CF-31SBLEB1M	2JTYA01702	1
Laptop	Panasonic	ToughBook - CF-31SBLEB1M	2JTYA01750	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	0IKYA22389	1
Laptop	Panasonic	ToughBook - CF-31SBLEB1M	3CTYB34551	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	1BKYA46045	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	0IKYA22355	1
Laptop	Panasonic	ToughBook - CF-30FASAXAM	8JKSB96231	1
Laptop	Panasonic	ToughBook - CF-30KAPAX2M	9GKYA69594	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	1BKYA46065	1
Laptop	Panasonic	ToughBook - CF-31SBLEB1M	3CTYB34172	1
Laptop	Panasonic	ToughBook - CF-31SBLEB1M	3CTYB34128	1

Exhibit A

DEVICE	MAKE	MODEL #	SERIAL #	Qty
Laptop	Panasonic	ToughBook - CF-30FASAXAM	8JKSB96263	1
Laptop	Panasonic	ToughBook - CF-31AGAEA2M	1BKYA46024	1
Laptop	Panasonic	ToughBook - CF-31JBGEA1M	1KTYA31210	1
Laptop	Panasonic	ToughBook - CF-30KAPAX2M	9GKYA69623	1
Laptop	Panasonic	ToughBook - CF-30CAQAZBM	7HKYA62866	1
Laptop	Panasonic	ToughBook - CF-29EWPGZKM	4LKSA80087	1
Laptop	Panasonic	ToughBook - CF-30KAPAX2M	9GKYA69619	1
Hard Drive	Western Digital	WD800JD-75MSA3	WMAM9WC73278	1
Hard Drive	Seagate	ST380011A	3JVAC8W5	1
Hard Drive	Seagate	ST380011A	3JVACG4A	1
Hard Drive	Seagate	ST340014A	3JX7C1XE	1
Hard Drive	Western Digital	WD800JD-75MSA3	WMAM9WC62963	1
Hard Drive	Western Digital	WD800JD-75MSA3	WMAM9WA91013	1
Hard Drive	Seagate	ST3300655SS	3LM	1
Hard Drive	Western Digital	WD2500AAJS	WMAV2J976980	1
Hard Drive	Western Digital	WD2500AAJS	WMAV2K289805	1
Hard Drive	Seagate	ST3808110AS	4LR22NG2	1
Hard Drive	Maxtor	6L300R0	L60Y8MKH	1
Server	Dell	PowerEdge 2800	9321BB1	1
Server	Dell	PowerEdge 1950	4JYN2C1	1
Server	Dell	PowerEdge 2950	B0GMYC1	1
Switch	HP	Procurve 5308XL - J48198	SG504JZ076	1
Switch	HP	Procurve 2650 - J8165A	CN747PD05P	1
Switch	HP	Procurve 2650 - J8165A	CN648PD032	1
Switch	HP	Procurve 2650 - J8165A	TW624PD0AA	1
Switch	HP	Procurve 1800-24G - J9028B	CN818ZP1N7	1
Switch	PowerDsine		6024 N06396815000418	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7XH	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7VT	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7VR	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7VK	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7XM	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7VG	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7VH	1
ThinkCentre Vesa Mount	Lenovo	0B47374	PBWK7XK	1
Speaker	Dell	AS501	CN0C730C716238718387	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Speaker	Dell	AS501	CN0C730C716238718476	1
Speaker	Dell	AS501	CN0C730C716238718395	1
Speaker	Dell	AS501	CN0C730C716238718443	1
Speaker	Dell	AS501	CN0DW711716231420148	1
Speaker	Dell	AS501	CN0UH8524822077H01WJ	1
Speaker	Dell	AS501	CN0C730C716238718474	1
Speaker	Dell	AS501	CN0C730C716238718432	1
Speaker	Dell	AS501	CN0C730C716238718403	1
Speaker	Dell	AS501	CN0C730C716238718448	1
Speaker	Dell	AS501	CN0C730C716238718449	1
Speaker	Dell	AS501	CN0C730C716238718423	1
Speaker	Dell	AS501	CN0DW711716231563614	1
Speaker	Dell	AS501	CN0C730C716238718487	1
Speaker	Dell	AS501	CN0UH8524822077H01ZP	1
Speaker	Dell	AS501	CN0UH8524822077H01W2	1
Speaker	Dell	AS501	CN0C730C716238718471	1
Speaker	Dell	AS501	CN0C730C716238718451	1
Speaker	Dell	AS501	CN0C730C716238718477	1
Speaker	Dell	AS501	CN0C730C716238718433	1
Memory	Dell			28
Memory	Axiom			10
Memory	Nanya			17
Memory	Samsung			6
Memory	Kingston			4
Memory	Hynix			3
Memory	ProMos			2
Memory	Misc.			8
Cable Box	Motorola	DCT2524/1612	GI4519NA0967	1
Typewriter	Nakajima	AE-710		1
Terminal Machine	Wyse	WT3125SE	9MX1BA01658	1
Label Maker	Brother	PT-PC	K43983867	1
Hard Drive	Seagate	ST9250315AS	5VCGG9YZ	1
Hard Drive	Hitachi	HTS541020G9AT00	X1C2H1JF	1
Hard Drive	Seagate	ST9100823A	3LG0N7S9	1
Hard Drive	Seagate	ST3750640NS	3QD0ZSCW	1
Hard Drive	Seagate	ST3146855SS	3LN13GM1	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Hard Drive	Seagate	ST3146855SS	3LN1450X	1
Hard Drive	Seagate	ST3146855SS	3LN1485W	1
Cell Phone	Sanyo	Pro-700a	268435457809534154	1
Cell Phone	Sanyo	Pro-700a	268435457809534252	1
Cell Phone	Sanyo	Pro-700a	268435457809535058	1
Cell Phone	Sanyo	Pro-700a	268435457809534259	1
Cell Phone	Sanyo	Pro-700a	268435457809534140	1
Cell Phone	Sanyo	Pro-700a	268435457809534157	1
Cell Phone	Sanyo	Pro-700a	268435457809534164	1
Cell Phone	Sanyo	Pro-700a	268435457809534139	1
Cell Phone	Sanyo	Pro-700a	268435457809534160	1
Cell Phone	Sanyo	Pro-700a	268435457809534260	1
Cell Phone	Sanyo	Pro-700a	268435457809534155	1
Cell Phone	Sanyo	Pro-700a	268435457809534159	1
Cell Phone	Sanyo	Pro-700a	268435457809534248	1
Cell Phone	Sanyo	Pro-700a	268435457809534257	1
Cell Phone	Sanyo	Pro-700a	268435457809534144	1
Cell Phone	Sanyo	Pro-700a	268435457809534153	1
Cell Phone	Sanyo	Pro-700a	268435457809534158	1
Cell Phone	Sanyo	Pro-700a	268435457809534250	1
Cell Phone	Sanyo	Pro-700a	268435457809534137	1
Cell Phone	Sanyo	Pro-700a	268435457809534151	1
Cell Phone	Sanyo	Pro-700a	268435457809535057	1
Cell Phone	Sanyo	Pro-700a	268435457809534156	1
Cell Phone	Sanyo	Pro-700a	268435457809534255	1
Cell Phone	Sanyo	Pro-700a	268435457809534254	1
Cell Phone	Sanyo	Pro-700a	268435457809534145	1
Cell Phone	Sanyo	Pro-700a	268435457809534253	1
Cell Phone	Sanyo	Pro-700a	268435457809534247	1
Cell Phone	Sanyo	Pro-700a	268435457809534246	1
Cell Phone	Sanyo	Pro-700a	268435457809534138	1
Cell Phone	Sanyo	Pro-700a	268435457809534251	1
Cell Phone	Motorola	ic502	364VJWDJ5P	1
Cell Phone	Motorola	ic502	364VJWDM52	1
Cell Phone	Motorola	ic502	364VJW7C2K	1
Cell Phone	Motorola	ic502	364VJWDLPR	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Cell Phone	Motorola	ic502	364VJWDM5F	1
Cell Phone	Motorola	i560	364KHU3RM9	1
Cell Phone	Motorola	i560	364TGN6Z6M	1
Cell Phone	Motorola	i560	364TGN1190	1
Cell Phone	Motorola	i560	364KFS3LTD	1
Cell Phone	Motorola	i560	364KFS3LPT	1
Cell Phone	Motorola	i560	364TGS43LS	1
Cell Phone	Motorola	i560	364KFY85BN	1
Cell Phone	Motorola	i570	364VJA7Q2N	1
Cell Phone	Motorola	i570	364VJUHC9B	1
Cell Phone	Motorola	i570	364VJCQKCN	1
Cell Phone	Motorola	i570	364VJUH1KJ	1
Cell Phone	Motorola	i570	364VJUH1BN	1
Cell Phone	Motorola	i570	364VJLF4RL	1
Cell Phone	Motorola	i570	364VJCM526	1
Cell Phone	Motorola	i570	364VJUGS0X	1
Cell Phone	Motorola	i570	364VJA8MXP	1
Cell Phone	Blackberry	8350i	402AFD60	1
Cell Phone	Blackberry	8350i	4040E7C8	1
Cell Phone	Blackberry	8350i	40458186	1
Cell Phone	Blackberry	8350i	402695F5	1
Cell Phone	Blackberry	8350i	402AF82F	1
Cell Phone	Blackberry	8350i	4026FECC	1
Cell Phone	Blackberry	8350i	402B03A3	1
Cell Phone	Blackberry	8350i	402B4D48	1
Cell Phone	Blackberry	8350i	402B024A	1
Cell Phone	Blackberry	8350i	402B0158	1
Cell Phone	Blackberry	8350i	40274273	1
Cell Phone	Blackberry	8350i	402AB088	1
Cell Phone	Blackberry	8350i	402B011D	1
Cell Phone	Blackberry	8350i	402B4CF8	1
Cell Phone	Blackberry	8350i	4040A9DF	1
Cell Phone	Blackberry	8350i	402B047A	1
Cell Phone	Blackberry	8350i	402B034B	1
Cell Phone	Motorola	i530	364VFS4P5N	1
Cell Phone	Motorola	i530	364YFQ75BM	1

Exhibit A

DEVICE	MAKE	MODEL #	SERIAL #	Qty
Cell Phone	Motorola	i530	364YFQ75JV	1
Cell Phone	Motorola	i530	364YFQ75L6	1
Cell Phone	Motorola	i530	364TEJ6FQK	1
Cell Phone	Motorola	i530	364YFQ759S	1
Cell Phone	Motorola	i530	364YFQ7573	1
Cell Phone	Motorola	i530	364YFS0T4M	1
Cell Phone	Motorola	i530	364VFQFCMT	1
Cell Phone	Motorola	i530	364YFS0TQ7	1
Cell Phone	Motorola	i530	364YFS0TCS	1
Cell Phone	Motorola	i530	364YFQ7341	1
Cell Phone	Motorola	i530	364TFW3MB9	1
Cell Phone	Motorola	i530	364YFS0V1Q	1
Cell Phone	Motorola	i530	364YFQ75BY	1
Cell Phone	Motorola	i530	364YFS0TMY	1
Cell Phone	Motorola	i530	364YFS0SXN	1
Cell Phone	Motorola	i530	364YFS0TMZ	1
Cell Phone	Motorola	i530	364YFS0V1P	1
Cell Phone	Motorola	i530	364YFQ70QS	1
Cell Phone	Motorola	i530	364YFQ75J8	1
Cell Phone	Motorola	i530	364YFQ757V	1
Cell Phone	Motorola	i530	364YFQ758D	1
Cell Phone	Motorola	i530	364YFS0PDT	1
Cell Phone	Motorola	i530	364YFS0TC6	1
Cell Phone	Motorola	i530	364VFSB7B6	1
Cell Phone	Motorola	i580	364VKE5JYC	1
Cell Phone	Motorola	i580	364VKE5K8W	1
Cell Phone	Motorola	i580	364VKE5GRV	1
Cell Phone	Motorola	i580	364VKE5D2L	1
Cell Phone	Motorola	i580	364VKE5J19	1
Cell Phone	Motorola	i580	364VKE5J25	1
Cell Phone	Motorola	i580	364VKE5K4B	1
Cell Phone	Motorola	i580	364VHC3P0R	1
Cell Phone	Motorola	i580	364VKE5HHL	1
Cell Phone	Motorola	i580	364VKE5GX3	1
Cell Phone	Motorola	i580	364VJUVPC3	1
Cell Phone	Motorola	i580	364VKE5HQY	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Cell Phone	Motorola	i580	364VKE4T2D	1
Cell Phone	Motorola	i580	364VKE5K1Q	1
Cell Phone	Motorola	i580	364VKE5GXN	1
Cell Phone	Motorola	i580	364VKQMW90	1
Cell Phone	Motorola	i580	364VKE5KR7	1
Cell Phone	Motorola	i580	364VKE5KFF	1
Cell Phone	Motorola	i580	364VKE5JQB	1
Cell Phone	Motorola	i580	364VKE5HW6	1
Cell Phone	Motorola	i580	364VKE5HV9	1
Cell Phone	Motorola	i580	364VKE5FQR	1
Cell Phone	Motorola	i580	364VKE5KCK	1
Cell Phone	Motorola	i580	364VJUVP4Z	1
Cell Phone	Motorola	i580	364VKE5HM1	1
Cell Phone	Motorola	i580	364VKE5DH1	1
Cell Phone	Motorola	i580	364VJSH050	1
Cell Phone	Motorola	i580	364VKE5HJH	1
Cell Phone	Motorola	i580	364VKE5HRN	1
Cell Phone	Motorola	i580	364VKE5J96	1
Cell Phone	Motorola	i580	364VKE5J2T	1
Cell Phone	Motorola	i580	364VKE5GK6	1
Cell Phone	Motorola	i580	364VKE5FTP	1
Cell Phone	Motorola	i580	364VKE4JPY	1
Cell Phone	Motorola	i580	364VKE5HTN	1
Cell Phone	Motorola	i580	364VKE5F79	1
Cell Phone	Motorola	i580	364VJUC6DT	1
Cell Phone	Motorola	i580	364VHNKJWL	1
Cell Phone	Motorola	i580	364VKE5HBY	1
Cell Phone	Motorola	i580	364VKE5KDZ	1
Cell Phone	Motorola	i580	364VKE5HZ9	1
Cell Phone	Motorola	i580	364VKE5K9B	1
Cell Phone	Motorola	i580	364VKE5GKR	1
Cell Phone	Motorola	i580	364VKE5HR7	1
Cell Phone	Motorola	i580	364VKCGXC3	1
Cell Phone	Motorola	i580	364VKE42PP	1
Cell Phone	Motorola	i580	364VKE5KBK	1
Cell Phone	Motorola	i580	364VKE5HMF	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Cell Phone	Motorola	i580	364VKE5J1W	1
Cell Phone	HTC	PC36100	HT14MHL16148	1
Cell Phone	HTC	PC36100	HT15LHL10208	1
Cell Phone	HTC	PC36100	HT14MHL14852	1
Cell Phone	HTC	PC36100	HT14MHL14873	1
Cell Phone	HTC	PC36100	HT14MHL15033	1
Cell Phone	HTC	PC36100	HT14MHL15094	1
Cell Phone	HTC	PC36100	HT14MHL14860	1
Cell Phone	HTC	PC36100	HT14MHL15115	1
Cell Phone	HTC	PC36100	HT178HL09889	1
Cell Phone	HTC	PC36100	HT14MHL14613	1
Cell Phone	HTC	PC36100	HT14MHL14855	1
Cell Phone	HTC	PC36100	HT14MHL14857	1
Cell Phone	HTC	PC36100	HT14MHL15336	1
Cell Phone	HTC	PC36100	HT14MHL15425	1
Cell Phone	Samsung	SPH-D700	268435460115402148	1
Cell Phone	Samsung	SPH-D700	268435460115392977	1
Cell Phone	Samsung	SPH-D700	268435460115393032	1
Cell Phone	Motorola	XT603	L796QS2KT9	1
Cell Phone	Motorola	XT603	L796SG23P6	1
Cell Phone	Motorola	XT603	L796SG3BSF	1
Cell Phone	Motorola	XT603	L796QS2KDL	1
Cell Phone	Sanyo	Pro-200	268435457802879100	1
Cell Phone	Sanyo	Pro-200	268435457802879096	1
Cell Phone	Sanyo	Pro-200	268435457802879098	1
Cell Phone	Sanyo	Pro-200	268435457802879099	1
Cell Phone	Sanyo	Pro-200	268435457802879097	1
Cell Phone	Sanyo	Pro-200	268435457802879144	1
Cell Phone	Motorola	V950	H236LA2QJH	1
Cell Phone	Motorola	V950	H236LA2QGL	1
Cell Phone	Motorola	V950	H236LA2QGJ	1
Cell Phone	Motorola	V950	H236LA2QHR	1
Cell Phone	Motorola	V950	H236LA2QH2	1
Cell Phone	Motorola	V950	H236LA33D5	1
Cell Phone	Motorola	i686	364VMNBJBK	1
Cell Phone	Motorola	i686	364VMNBD6Z	1

Exhibit A

DEVICE	MAKE	MODEL #	SERIAL #	Qty
Cell Phone	Motorola	i686	364VMN5LTK	1
Cell Phone	Motorola	i686	364VMNBJN7	1
Cell Phone	Motorola	i686	364VMN5KSQ	1
Cell Phone	Motorola	i686	364VMNBF7Y	1
Cell Phone	Motorola	i686	364VMNBM30	1
Cell Phone	Motorola	i686	364VMNBM06	1
Cell Phone	Motorola	i686	364VMN5KQW	1
Cell Phone	Motorola	i686	364VMNBDHP	1
Cell Phone	Motorola	i686	364VMNBGSR	1
Cell Phone	Motorola	i686	364VMNBF9N	1
Cell Phone	Motorola	i686	364VMN5JSJ	1
Cell Phone	Motorola	i686	364VMN53C5	1
Cell Phone	Motorola	i686	364VMNBMG7	1
Cell Phone	Motorola	i686	364VMN5J0Z	1
Cell Phone	Motorola	i686	364VMNBH58	1
Cell Phone	Motorola	i686	364VMN5N0X	1
Cell Phone	Motorola	i686	364VMN5MP4	1
Cell Phone	Motorola	i686	364VMNBM66	1
Cell Phone	Motorola	i686	364VMN5M2T	1
Cell Phone	Motorola	i686	364VMNBKH3	1
Cell Phone	Motorola	i686	364VMN52QD	1
Air Card	Verizon	V620	5B19EB67	1
Air Card	Verizon	V620	5B19AB24	1
Air Card	Verizon	V620	5B19AB21	1
Air Card	Verizon	V620	5B19EB4C	1
Air Card	Verizon	V620	5B183050	1
Air Card	Verizon	V620	5B1838ED	1
Air Card	Verizon	V620	5B19A9A8	1
Air Card	Verizon	V620	5B19A99B	1
Air Card	Verizon	V620	5B19AB2E	1
Air Card	Verizon	V620	5B19ECCC	1
Air Card	Verizon	V620	5B1838B3	1
Air Card	Verizon	V620	5B19A176	1
Air Card	Verizon	V620	5B19EB46	1
Air Card	Verizon	V620	5B19EB49	1
Air Card	Verizon	V620	5B19EE54	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Air Card	Verizon	V620	5B19EB57	1
Air Card	Verizon	V620	5B19A21B	1
Air Card	Verizon	V620	5B19A16D	1
Air Card	Verizon	V620	5B19A21E	1
Air Card	Verizon	V620	5B19A16E	1
Air Card	Verizon	V620	5B0E435F	1
Air Card	Verizon	V620	5B19A169	1
Air Card	Verizon	V620	5B19A167	1
Air Card	Verizon	PC5750	00801842774	1
Air Card	Verizon	PC5750	00801840352	1
Air Card	Verizon	PC5750	00801843074	1
Air Card	Verizon	PC5750	00801839915	1
Air Card	Verizon	PC5750	00802356348	1
Air Card	Verizon	PC5750	00801842959	1
Air Card	Verizon	PC5750	00801842076	1
Air Card	Verizon	PC5750	00802356435	1
Air Card	Verizon	PC5750	00801843106	1
Air Card	Verizon	PC5750	00801842958	1
Air Card	Verizon	PC5750	00801843653	1
Air Card	Verizon	PC5750	00802088479	1
Air Card	Verizon	PC5750	00801843101	1
Air Card	Verizon	PC5750	00801843076	1
Air Card	Verizon	PC5750	00801821656	1
Air Card	Verizon	PC5750	00801840248	1
Air Card	Verizon	PC5750	00801842956	1
Air Card	Verizon	PC5750	00801842909	1
Air Card	Verizon	PC5750	00801843031	1
USB Wifi Modem	Novatel	USB760	09104769209	1
USB Wifi Modem	Novatel	USB760	09104770010	1
USB Wifi Modem	Novatel	USB551L	990000463114092	1
USB Wifi Modem	Novatel	USB551L	990000463114423	1
Cell Phone	Motorola	F09HLD8416AG	82D8E72B	1
Cell Phone	Motorola	F09HLD8416BG	C3E8B73D	1
Cell Phone	Motorola	F09HLD8416BG		1
Cell Phone	Blackberry	7100i	010001072961200	1
Cell Phone	Blackberry	7100i	010000675645200	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
Cell Phone	Blackberry	7100i	010000352750200	1
Cell Phone	Blackberry	7100i	010000467919200	1
Cell Phone	Motorola	i550	831AAW44S3	1
Cell Phone	Motorola	i365	364VJSTZ3F	1
Cell Phone	Motorola	i305	364YEJ63PP	1
Cell Phone	Motorola	i730	364TESCMCJ	1
Cell Phone	Motorola	i880	364VJETGN4	1
Cell Phone	Motorola	i60c	919YCQ34Q7	1
Cell Phone	Motorola	i355	364YHW3X4Y	1
Cell Phone	Motorola	i60c	919YDC260W	1
Cell Phone	Motorola	i670	364KGGQ3Q65	1
Cell Phone	Motorola	ic502	364VJWDMHY	1
Cell Phone	Motorola	i760	364VFS2JFJ	1
Cell Phone	Motorola	i760	364VGJJ1ND	1
Cell Phone	Motorola	i1000plus	831TBCGZFF	1
Cell Phone	Motorola	i335	364VJQ4JHJ	1
	Dell	monitor	CN0RY9794663379M3VPS	1
	Dell	monitor	CN04Y4634822044E010E	1
	Dell	monitor	CN0RY9794663379NCHWS	1
	Dell	dock	APR0020302753	1
	Dell	monitor	CN0M2771482203BR01VZ	1
	Dell	monitor	CN0UH8524822077H0224	1
	Dell	dock	APR0003402390	1
	Dell	monitor	CN0KC147466335AS5C0U	1
	Dell	monitor	CN0RY9794663379ND7MS	1
	Dell	monitor	CN0RY9794663379ND0CS	1
	Dell	monitor	CN0UH8524822077H01WA	1
	Dell	monitor	CN0RY9794663379M3WNS	1
	Dell	monitor	CN031W58641801610WBS	1
	Dell	monitor	CN0UH8524822077P03LD	1
	Dell	monitor	CN0UH8524822077H05YN	1
	Dell	monitor	CN0UH8524822077P03LE	1
	Dell	monitor	CN0UH8524822077H048E	1
	Dell	monitor	CN0UH8524822078F02XB	1
	Dell	monitor	CN0UH8524822077H01ZS	1
	Dell	monitor	CN0UH8524822077P03S3	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
	Dell	monitor	CN0RY9794663378E4GYU	1
	Dell	monitor	CN0RY9794663379NCJCS	1
	Dell	monitor	CN0MC0406418062H2GNL	1
	Dell	monitor	CN0UH8524822077P03LF	1
	Dell	monitor	CN0C730C716238718450	1
	Dell	monitor	CN0G435H7287289A104S	1
	Dell	monitor	CN0UH8524822077H01YR	1
	Dell	monitor	CN0C730C716238718472	1
	Dell	monitor	CN0UH8524822077P03TR	1
	Dell	monitor	CN0CN0844663378K90GU	1
	Dell	monitor	CN02H2VM641801AL069S	1
	Dell	monitor	CN0C730C716238718475	1
	Dell	monitor	CN0V8JY2742613931KVM	1
	Dell	dock	MLK0219000911	1
	Dell	monitor	CN0G435H7287289A0YYS	1
	Dell	monitor	CN0MC0406418062H2GQL	1
	Dell	monitor	CN0MC0406418062H2GLL	1
	Dell	monitor	CN0RY9794663379NCJ6S	1
	Dell	monitor	CN0G435H7287289A0YRS	1
	Dell	monitor	CN0FP04F728723CAHES	1
	Dell	monitor	CN0G435H7287289A111S	1
	Dell	monitor	CN0G248H74261881119B	1
	Dell	monitor	CN0MC0406418062H2HFL	1
	Dell	dock	QAD0206702000	1
	Dell	dock	APR0003402421	1
	Dell	monitor	CN0UH8524822077H05YK	1
	Dell	monitor	CN0T61334663363Q2K9S	1
	Dell	monitor	CN0M2771482203BQ013I	1
	Dell	monitor	CN0RY9794663379NCH6S	1
	Dell	monitor	CN0UH8524822077P03TI	1
	Dell	monitor	CN0UH8524822077P03L9	1
	Dell	monitor	CN0G435H7287289A1TTTS	1
	Dell	monitor	CN0M16196418044L3H0H	1
	Dell	monitor	CN0CN0844663378K8YYU	1
	Dell	monitor	CN0G435H7287289A102S	1
	Dell	monitor	CN0C730C716238718473	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
	Dell	monitor	CN0RY9794663379ND80S	1
	Dell	monitor	CN0RY9794663379ND7RS	1
	Dell	monitor	CN0RY9794663379NCJ3S	1
	Dell	monitor	CN0MC0406418062H2GTL	1
	Dell	monitor	CN0RY9794663379NCHLS	1
	Dell	dock	APR0101100306	1
	Dell	monitor	CN0RY9794663379NCJ9S	1
	Dell	monitor	CN0RY9794663379ND05S	1
	Dell	monitor	CN0RY9794663379M3WYS	1
	Dell	monitor	CN0WH318728726AJ195U	1
	Dell	monitor	CN07N012641801C70TQM	1
	Dell	monitor	CN0G435H7287289A0YKS	1
	Dell	monitor	CN0MC0406418062H2H0L	1
	Dell	monitor	CN0RY9794663379NCJ7S	1
	Dell	monitor	CN0RY9794663379ND7WS	1
	Dell	monitor	CN0RY9794663379M3VYS	1
	Dell	monitor	CN0RY9794663379NCHFS	1
	Dell	monitor	CN0G435H7287289A109S	1
	Dell	monitor	CN0G435H7287289A0YHS	1
	Dell	monitor	CN0C730C716238718391	1
	Dell	monitor	CN0MC0406418062H2H9L	1
	samsung	monitor	Y2283CFX500743Z	1
	Dell	PC	17L30F1	1
	Dell	PC	24L30F1	1
	Dell	PC	82L30F1	1
	Dell	PC	36L30F1	1
	Dell	PC	9PWJPL1	1
	Dell	PC	D5L30F1	1
	Dell	PC	23L30F1	1
	Dell	PC	G0HCWB1	1
	Dell	PC	1GCB5B1	1
	Dell	PC	CJD30F1	1
	Dell	PC	GHD30F1	1
	Dell	PC	15CB5B1	1
	Dell	PC	G4L30F1	1
	Dell	PC	DDCB5B1	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
	Dell	PC	H5L30F1	1
	Dell	PC	93L30F1	1
	Dell	PC	57L30F1	1
	Dell	PC	1KD30F1	1
	Dell	PC	85L30F1	1
	Dell	PC	6JD30F1	1
	Dell	PC	F4L30F1	1
	Dell	PC	94L30F1	1
	Dell	PC	6FCB5B1	1
	Dell	PC	JKD30F1	1
	Dell	PC	F4CB5B1	1
	Dell	PC	0009	1
	Dell	PC	84CB5B1	1
	Dell	PC	3DCB5B1	1
	Dell	PC	9CCB5B1	1
	Dell	PC	GXBB5B1	1
	Dell	PC	99CB5B1	1
	Dell	PC	9XBB5B1	1
	Dell	PC	2LD30F1	1
	Dell	PC	0009	1
	Dell	PC	HJD30F1	1
	Dell	PC	B6L30F1	1
	Dell	PC	H2L30F1	1
	Dell	PC	45CB5B1	1
	Dell	PC	33L30F1	1
	Dell	PC	0009	1
	Dell	PC	DJD30F1	1
	Dell	PC	5KD30F1	1
	Dell	PC	8JD30F1	1
	Dell	PC	35L30F1	1
	Dell	PC	9HD30F1	1
	Dell	PC	BKD30F1	1
	Dell	PC	52L30F1	1
	Dell	PC	73L30F1	1
	Dell	PC	J7L30F1	1
	Dell	PC	14L30F1	1

Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
	Dell	PC	64L30F1	1
	Dell	PC	0009	1
	Dell	PC	CBCB5B1	1
	Dell	PC	C4L30F1	1
	Dell	PC	H6L30F1	1
	Wyse	Terminal PC	6W6DHA00773	1
	Wyse	Terminal PC	6W6DHA00453	1
	Wyse	Terminal PC	6W6DH900482	1
	Wyse	Terminal PC	6W6DHA00002	1
	Wyse	Terminal PC	6W6DHA00443	1
	Wyse	Terminal PC	6W6DHA00832	1
	Wyse	Terminal PC	9MX1BA01658	1
	Wyse	Terminal PC	6W6DH900445	1
	Wyse	Terminal PC	6W6DH900724	1
	Wyse	Terminal PC	6W6DH900511	1
	Wyse	Terminal PC	6W6DHA00871	1
	Wyse	Terminal PC	6W60H948614	1
	Wyse	Terminal PC	6W6DHA00646	1
	Wyse	Terminal PC	6W6DHA00599	1
	Wyse	Terminal PC	6W6DHA00712	1

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees

Rm

FROM: Robert Mellor, Assistant Village Manager

DATE: November 4, 2016

RE: Intergovernmental Agreement – Village of Glendale Heights Civic Center Office Space Use

Staff has been actively pursuing alternate office space sites to serve as a temporary Municipal Center/Police Station when the current Municipal Center (MC) is being renovated next year. We are scheduled to vacate the current MC around mid-March 2017.

The Village of Glendale Heights has graciously offered to allow us to use a portion of their Civic Center located at 300 East Civic Center Drive, Glendale Heights for certain of our Police and IT Department functions. This will allow us to reduce the size of leased space needed for other Village functions. The Traffic, Special Operations and Investigations Units will be located at the Glendale Height's Civic Center and the Police Administration, Records, Patrol and possibly Social Services Unit will be located in Carol Stream at a leased site yet to be determined.

Attached for your review and approval is an Intergovernmental Agreement (IGA) outlining terms of our use of the Glendale Heights Civic Center facility. Subject to Village Board approval at your Board meeting on November 7, 2017 the Village of Glendale Heights will consider approval of the IGA at their Board meeting on November 17, 2017.

I am available if you have any questions.

Cc: Joseph E. Breinig, Village Manager
Ed Sailer, Police Chief

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
CAROL STREAM AND THE VILLAGE OF GLENDALE HEIGHTS**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to execute an Agreement with the Village of Glendale Heights for use of the Glendale Heights Civic Center facility to serve as a temporary Municipal Center/Police Station during current Municipal Center renovation as attached hereto as Exhibit "A", and by this reference incorporated herein.

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

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

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

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2016.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Intergovernmental Lease Agreement

THIS INTERGOVERNMENTAL LEASE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2016, by and between **VILLAGE OF GLENDALE HEIGHTS, an Illinois Municipal Corporation** (herein referred to as the "**GLENDALE HEIGHTS**") and **VILLAGE OF CAROL STREAM, an Illinois Municipal Corporation** (herein referred to as the "**CAROL STREAM**"). GLENDALE HEIGHTS and CAROL STREAM are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, GLENDALE HEIGHTS and CAROL STREAM are Illinois Municipal Corporations and Home Rule Units of Government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, GLENDALE HEIGHTS is the owner of a certain building located upon a parcel of real estate located at 300 East Civic Center Drive, Glendale Heights, Illinois (the "Real Estate"); and

WHEREAS, CAROL STREAM desires to lease approximately 1,760 square feet of office space located upon the Real Estate, as depicted in Exhibit A attached hereto (hereinafter referred to as the "Leased Premises"); and

WHEREAS, GLENDALE HEIGHTS and CAROL STREAM are authorized to enter into an Intergovernmental Lease Agreement for the purposes set forth in this Agreement pursuant to the provisions of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the Preliminary Statements set forth below, the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease of GLENDALE HEIGHTS Property.

GLENDALE HEIGHTS hereby leases to CAROL STREAM the Leased Premises in accordance with the terms of this Agreement. GLENDALE HEIGHTS hereby grants to CAROL STREAM a non-exclusive license to use all common areas of the Real Estate, for ingress, egress to the Leased Premises and for parking for CAROL STREAM employees and guests.

2. Lease Term.

The term of this Lease shall commence on March 1, 2017 (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of eighteen (18) months. Said term shall be automatically extended for up to four (4) additional one (1) month periods, unless CAROL STREAM provides at least sixty (60) days advance notice of intent not to extend for any or all of the four (4) additional one (1) month periods. The initial term of the Lease and any additional periods shall be referred to as the "Lease Term". Said sixty (60) day notice may be given at any time.

3. Condition and Use of Land.

CAROL STREAM covenants and agrees that it has inspected the Leased Premises and that such Leased Premises is in good order and condition. CAROL STREAM acknowledges and agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition or maintenance of the Leased Premises have been made to CAROL STREAM.

4. Permitted Uses.

The Leased Premises shall be used by CAROL STREAM as office and equipment room space for the CAROL STREAM Police and IT Departments, which may include but not be limited to Investigation, Traffic and Special Operations Unit Division offices and IT equipment room space. The parties acknowledge that CAROL STREAM desires to make certain interior alterations to the Leased Premises in order to use the Leased Premises, including but not limited to the installation of non-structural, non-load bearing walls and/or partitions and doors, electrical outlets and lighting, and data and telecommunications lines. No other alterations to the existing building or Leased Premises shall be made without the approval of GLENDALE HEIGHTS. All alterations to the building or Leased Premises shall be constructed pursuant to permit requirements, in full compliance with all applicable laws, statutes, ordinances, rules and regulations, including the accessibility standards of the American's with Disability Act. Any improvements, repairs, or alterations installed by CAROL STREAM shall become the property of GLENDALE HEIGHTS without any payment therefore by GLENDALE HEIGHTS, except that any furniture, appliances, equipment and other personal property of CAROL STREAM shall remain the property of CAROL STREAM.

5. Rent.

Commencing on the Lease Commencement Date CAROL STREAM shall pay to GLENDALE HEIGHTS fixed rent for the entire Lease Term in the amount of Ten (\$10.00) Dollars at GLENDALE HEIGHTS's Finance Department or such other place as GLENDALE HEIGHTS shall designate.

6. Utilities and Services.

GLENDALE HEIGHTS shall provide CAROL STREAM, at no additional charge, heat, water, sewer, and garbage collection for the Leased Premises. To the extent allowable under GLENDALE HEIGHTS's franchise agreements with Commonwealth Edison, Nicor and/or Comcast, GLENDALE HEIGHTS shall furnish electricity, natural (heating) gas and basic cable service to the Leased Premises, at no additional charge.

7. Maintenance, Repairs and Compliance with Laws.

(A) CAROL STREAM shall use and occupy the Leased Premises in a safe and careful manner, and shall comply with all applicable municipal, state and federal laws and rules and regulations pertaining to the use of the Leased Premises.

(B) GLENDALE HEIGHTS, at its expense, shall maintain the Real Estate including but not limited to the common areas, parking lots and the building housing the Leased Premises in good order and repair during the Lease Term.

(C) CAROL STREAM, at its expense, shall maintain and keep the Leased Premises in good order and repair at all times during the Lease Term. CAROL STREAM shall reimburse GLENDALE HEIGHTS

for the cost of any repairs to the building necessitated by the negligent acts or omissions of CAROL STREAM, its invitees, employees, licensees, contractors and agents.

(D) Except in extenuating circumstances, all portions of all sidewalks, entrances, passages, halls, and all ways of access to public utilities of the Leased Premises shall be kept unobstructed by GLENDALE HEIGHTS. All doors or openings into any place in the Leased Premises, including hallways, corridors and passageways, shall not be obstructed in any way by CAROL STREAM.

(E) CAROL STREAM shall not do any act nor permit any act to be done as a result of this Lease which will in any way mar, deface, alter, injure, or damage in any way, normal wear and tear excepted, any part of the Leased Premises, or the Real Estate associated therewith.

(F) CAROL STREAM shall be responsible for the payment of all costs, expenses, claims, fines, or penalties that may arise out of CAROL STREAM's use and occupancy of the Leased Premises.

8. Indemnification:

(A) To the fullest extent permitted by law, CAROL STREAM shall save, indemnify and hold harmless GLENDALE HEIGHTS, its officers, officials, agents and employees from any liability, or claim of liability for injury or damages to persons or property or both, sustained or claimed to have been sustained by anyone whomsoever, arising out of the negligent operation, use or occupancy of the Leased Premises or any adjoining facilities, premises or areas of the Real Estate by Carol Stream, its officers, officials, agents and employees. However, CAROL STREAM shall not be required to indemnify GLENDALE HEIGHTS for loss, damages, liability, costs or expenses incident thereto caused by the negligent act of GLENDALE HEIGHTS. CAROL STREAM shall similarly protect, indemnify and hold and save harmless GLENDALE HEIGHTS against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of CAROL STREAM's breach of any of its obligations under, or CAROL STREAM's default of, any provision of this Agreement.

(B) To the fullest extent permitted by law, GLENDALE HEIGHTS shall save, indemnify and hold harmless CAROL STREAM, its officers, officials, agents and employees, from any liability, or claim of liability for injury or damages to persons or property or both, sustained or claimed to have been sustained by anyone whomsoever arising out of the negligent operation or use of the Real Estate by Glendale Heights, its officers, officials, agents and employees. However, GLENDALE HEIGHTS shall not be required to indemnify CAROL STREAM for damages or the costs incident thereto caused by the negligent act of CAROL STREAM. GLENDALE HEIGHTS shall similarly protect, indemnify and hold and save harmless CAROL STREAM against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of GLENDALE HEIGHTS's breach of any of its obligations under, or GLENDALE HEIGHTS's default of, any provision of this Agreement.

9. Insurance.

CAROL STREAM covenants and agrees that from the Lease Commencement Date and at all times during the Lease Term, it shall maintain, at its own cost and expense, through the Intergovernmental Risk Management Agency ("IRMA") Insurance Risk Pool the following types of insurance coverage for the Leased Premises. The limits of said coverage shall be in accordance with the terms and conditions of the IRMA Risk Pool documents.

(A) Comprehensive broad form general public liability coverage with extended coverage protecting each Party against claims for personal injury, death, and property damage occurring upon, in

or about the Leased Premises. The insurance coverage required by this section shall extend to any contractual liability arising out of the indemnities provided for in Section 9 herein.

(B) Broad form property damage coverage covering the Leased Premises, and all alterations, extensions, improvements thereto, against loss or damage by fire and the risks contemplated within the extended coverage endorsements, including sprinkler damage, vandalism, and malicious mischief and against such other risks as shall reasonably be required by the Parties in an amount not less than the full actual replacement cost of the real property and appurtenances thereto.

(C) Workers Compensation insurance at the statutory limits and Employer's Liability.

10. Return of Possession.

Upon termination of this Lease, by lapse of time or otherwise, CAROL STREAM covenants and agrees that it shall yield to GLENDALE HEIGHTS immediate possession of the Leased Premises in good order and repair (ordinary wear and tear excepted) and in a broom clean condition; and shall remove all personal property and equipment of CAROL STREAM. Except as agreed to by the Parties, CAROL STREAM shall remove any alterations made to the Leased Premises and any cables, lines and wiring related to CAROL STREAM systems.

11. Liens.

CAROL STREAM shall not directly or indirectly create or permit to be created any lien or encumbrance upon the Leased Premises. In the event said liens have been created, CAROL STREAM shall immediately discharge as of record any such lien.

12. Assignment.

Neither Party shall assign or sublet the Leased Premises or any part thereof during the Lease Term.

13. Environmental.

CAROL STREAM shall not use, deposit or maintain any hazardous substances upon the Leased Premises and shall hold harmless and indemnify GLENDALE HEIGHTS from any and all liability, damages, causes of action, fines and penalties and attorney's fees related to the existence, migration and removal of any and all environmental contamination to the Leased Premises caused or permitted by CAROL STREAM during the term of this Agreement and any extensions thereof.

14. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

15. Default.

The following events shall be deemed to be events of default by GLENDALE HEIGHTS under this Agreement ("Event of Default"):

- (A) CAROL STREAM shall have failed to pay the rent or any other charge provided herein, or any portion thereof;
- (B) CAROL STREAM shall have failed to comply with any other provisions of this Agreement;
- (C) CAROL STREAM abandons the Leased Premises.

(D) In the event either Party to this Agreement should fail to perform or avoid its obligations herein, the party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this Agreement. The breaching party shall have forty-five (45) days to cure any breach, otherwise the Party not in breach may initiate an action in the Circuit Court of DuPage County to enforce the terms and conditions set forth herein, and, if a breach of the terms of this Agreement is found to exist, shall be permitted to assess all costs and reasonable attorney's fees incurred by reason of such enforcement action against the Party in breach.

16. Termination for Convenience of the Parties.

Either Party may terminate this Lease Agreement upon one hundred twenty (120) days prior notice to the other Party. Such notice of termination shall not relieve either Party of its responsibilities under the term of this Lease Agreement prior to the date of termination.

17. Additional Representations and Warranties.

In addition to any other representations and warranties set forth in this Agreement, each Party represents and warrants to the other as to the real property to be transferred by it as follows:

(A) Upon execution of this Agreement neither Party shall take or permit an action, whether by amendment, release, termination nor otherwise, which could cause transferring Party to be unable to carry out its obligations pursuant to the terms of this Agreement.

(B) Upon execution and delivery of a copy of this Agreement, each Party has obtained all signatures and approvals whatsoever required of said Party, and this Agreement shall then be a fully binding obligation of the each of the Parties without any additional actions or consents required.

(C) Neither Party has notice or knowledge of any litigation, threatened litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Leased Premises.

(D) Neither Party shall take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, nor agreements contained in this Agreement.

18. Headings and Captions.

The headings and captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

19. Severability.

In the event that any paragraph, section, sentence, clause or phrase contained in this Agreement becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

20. Notices.

(A) Notices under this Agreement to GLENDALE HEIGHTS shall be delivered as follows:

Raquel Becerra
Village Administrator
300 East Civic Center Drive
Glendale Heights, Illinois 60139

(B) Notices under this Agreement to CAROL STREAM shall be delivered as follows:

Joseph Breinig
Village Manager
500 North Gary Avenue
Carol Stream, Illinois 60188

(C) All notices shall be in writing or email and shall be sent by courier or by telecopy with a copy sent by regular mail or by certified or registered mail, return receipt requested or by personal service or by email with a copy sent by regular mail. Notices sent by certified mail shall be deemed received two (2) days after mailing but considered given as of the date of mailing.

21. Miscellaneous.

(A) This Agreement constitutes the entire understanding of the Parties with respect to its subject matter, supersedes any other prior understandings which the Parties may have had or offers which it may have made, and may be amended only by written instrument executed by both Parties.

(B) All obligations of the Parties in this Agreement shall be binding upon and all rights of the Parties hereby shall inure to the benefit of the applicable successors and assigns of the respective Parties.

(C) This Lease Agreement shall not be assigned nor the Leased Premises sublet without the express written consent of GLENDALE HEIGHTS.

(D) The laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Agreement.

(E) The Parties hereto expressly agree that time is of the essence with respect to this Contract.

(F) GLENDALE HEIGHTS and CAROL STREAM hereby waive trial by jury in any action, proceeding or counterclaim brought by one party against the other on any matter arising out of or in connection with this Agreement.

(G) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials this ____ day of _____, 2016.

**VILLAGE OF GLENDALE HEIGHTS,
an Illinois municipal corporation.**

By: _____
Mayor

ATTEST:

By: _____
Village Clerk

**VILLAGE OF CAROL STREAM,
an Illinois municipal corporation.**

By: _____
Mayor

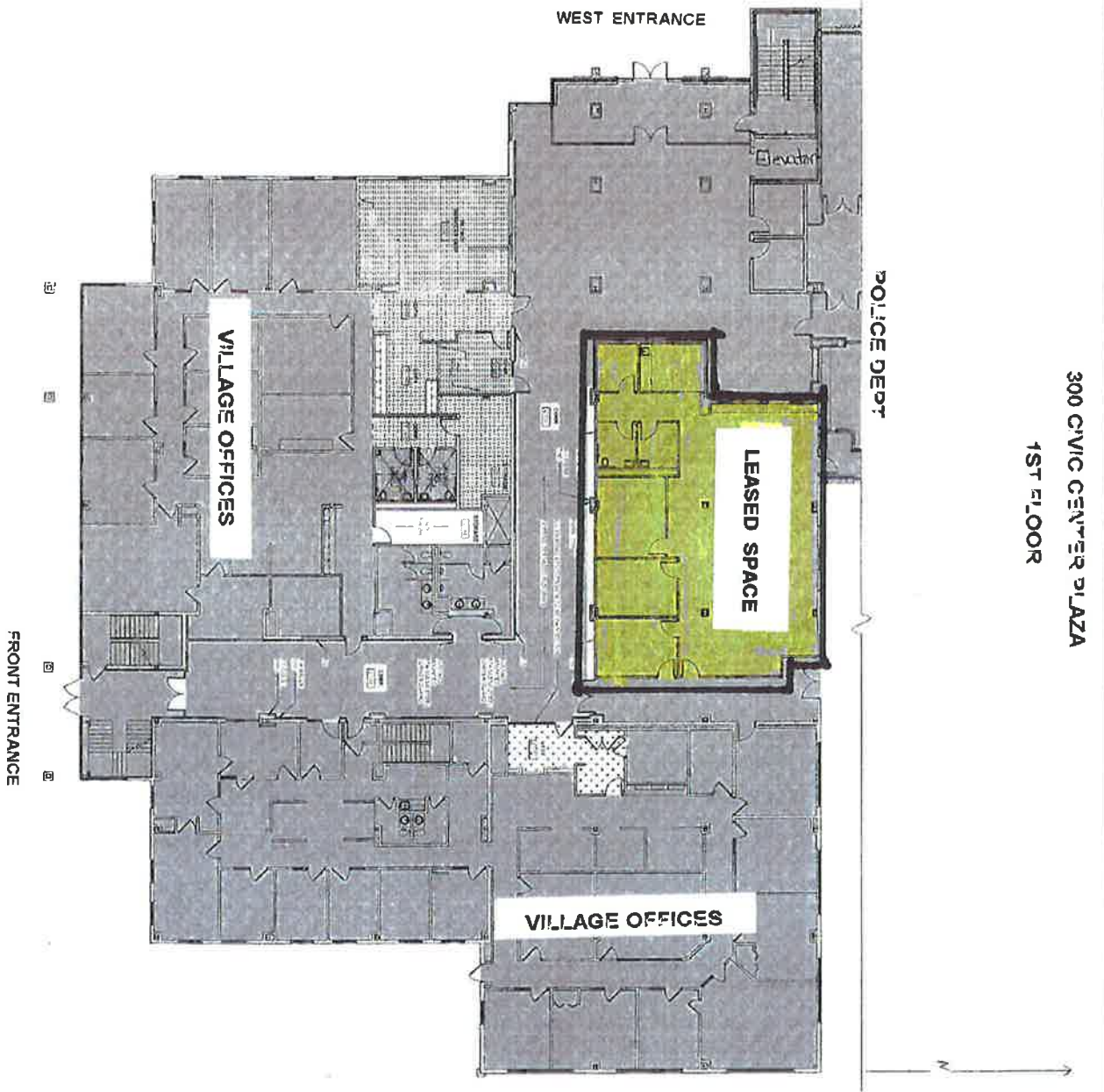
ATTEST:

By: _____
Village Clerk

EXHIBIT A

Leased Premises Description

EXHIBIT A



300 CIVIC CENTER PLAZA

1ST FLOOR

POLICE DEPT

WEST ENTRANCE

LEASED SPACE

VILLAGE OFFICES

VILLAGE OFFICES

FRONT ENTRANCE

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GLENDALE HEIGHTS ORDINANCES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF GLENDALE HEIGHTS.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE CITY ENGINEER.
5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES NOT TO BE REMOVED.
6. ALL DEMOLITION WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF GLENDALE HEIGHTS DEMOLITION ORDINANCES.
7. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
8. ALL TRAFFIC CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE CITY OF GLENDALE HEIGHTS TRAFFIC CONTROL ORDINANCES.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND SUBMIT THEM TO THE CITY ENGINEER UPON COMPLETION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.

FINISH LEGEND

1	CONCRETE FLOOR
2	PAVING
3	ASPHALT
4	GRAVEL
5	BRICK
6	STONE
7	WOOD
8	GLASS
9	METAL
10	PLASTER
11	STUCCO
12	CEILING
13	ROOFING
14	MECHANICAL
15	ELECTRICAL
16	PLUMBING
17	MECHANICAL
18	ELECTRICAL
19	PLUMBING
20	MECHANICAL

LEGEND

1	CONCRETE FLOOR
2	PAVING
3	ASPHALT
4	GRAVEL
5	BRICK
6	STONE
7	WOOD
8	GLASS
9	METAL
10	PLASTER
11	STUCCO
12	CEILING
13	ROOFING
14	MECHANICAL
15	ELECTRICAL
16	PLUMBING
17	MECHANICAL
18	ELECTRICAL
19	PLUMBING
20	MECHANICAL



300 CIVIC CENTER PLAZA

300 CIVIC CENTER PLAZA

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: Rose Armstrong - Secretary 

DATE: October 25, 2016

RE: ***Raffle License Request***
Glenbard North High School

Glenbard North High School basketball team is competing to support the Knock Out Cancer "Coaches vs Cancer" event on Saturday, January 7, 2017 from 9:00 am – 9:00 pm and has submitted a raffle license application to sell raffle tickets. Raffle tickets will be sold 1 for \$2, 3 for \$5 or 7 for \$10. All proceeds from the raffle will go to the American Cancer Society.

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 on the agenda for the Monday, November 7, 2016 Board meeting for the Board's approval.

Enclosure



GLENBARD NORTH HIGH SCHOOL

"Home of the Panthers"

Dr. John Mensik, Principal

990 Kuhn Road, Carol Stream, IL 60188, (630) 653-7000, www.glenbardnorthhs.org

Village of Carol Stream,

On January 7, 2017, Glenbard North High School boys basketball will compete against Wheaton North High School and the girls basketball teams will compete against Neuqua Valley High School. During these events we are planning a charity fundraiser event known as "Coaches vs. Cancer". As a representative of Glenbard North High School I am requesting that the village waive the requirement for a manager's fidelity bond. I would also appreciate it if you would consider waiving the fee associated with requesting a raffle license. All proceeds from this event will be donated to the "Coaches vs. Cancer" Research Foundation.

Thank you,


Matt Bowser

Assistant Principal for Athletics

WHERE EXCELLENCE IS TRADITION

Mr. Eric Johansen, Assistant Principal for Operations Mr. John Healy, Assistant Principal for Instruction
Ms. Debra Cartwright, Assistant Principal for Student Services Mr. Matthew Bowser, Assistant Principal for Athletics

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Rose Armstrong, Secretary 
DATE: November 3, 2016
RE: **Raffle License Request-GBN Music Boosters**

GBN Music Boosters has submitted a raffle license application to hold a Team Trivia Night fundraising event at the Holiday Inn on Friday, November 11, 2016. Ticket sales will be conducted at the event from 6:00 pm – 10:00 pm. Ticket prices are \$1.00 each. The proceeds from this raffle will benefit the students Disney trip.

They are requesting a waiver of the raffle license fee as well as the manager's fidelity fee.

Please place this on the agenda for Monday, November 7, 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.

Please let me know if any additional information is necessary.

Thank you.

Attachment



Village of Carol Stream
Board of Trustees
500 N. Gary Ave.
Carol Stream, IL 60188

November 1, 2016

To the Board,

I am writing on behalf of Glenbard North Music Boosters. We are a non for profit organization that works with the school to provide items our students need during the year.

In order to provide these items the Booster organization does fundraising events. That being said, I am asking you to consider waiving the \$10 Raffle License fee and the Manager's fidelity fee.

The specifics of our raffle are as follows:

1. GB Music Boosters will raffle prizes such as gift cards and products from area businesses.
2. Ticket sales will be conducted on November 11 from the hours of 6pm – 10pm at the Holiday Inn- Carol Stream Hotel.
3. Ticket Prices are \$1 each.
4. The Raffle will be held approximately at 6pm till the end of Trivia night (around 9:30pm).
5. Raffle winners will be chosen by random drawing of raffle tickets and do not need to be present to win.


Thank you for your consideration of this request

Janet Berger,

Raffle Manager/ Trivia Night chair
630-699-4997

Please mail the permit directly to
Janet Berger
908 Chatham Dr.
Carol Stream, IL 60188

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Rose Armstrong, Secretary 
DATE: November 1, 2016
RE: Carol Stream Chamber of Commerce
Raffle License Application

The Carol Stream Chamber of Commerce is sponsoring their annual Holiday Social in which a raffle drawing will be held on Thursday, December 1, 2016 at the Holiday Inn to raise funds to support the Chamber of Commerce and its activities promoting member businesses. Raffle tickets will sell for \$10.00 each or 3 for \$25.00.

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

Please place this item on the agenda for review and approval by the Village Board of Trustees at the upcoming Monday, November 7, 2016 Board meeting.

Thank you.

Attachment



October 23, 2016

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

RE: Carol Stream Chamber of Commerce Raffle
December 1, 2016

Dear Trustees:

Enclosed please find a Raffle License application for the Carol Stream Chamber of Commerce for a Raffle drawing to be held on Thursday, December 1, 2016. This will be in conjunction with our annual Holiday Social. We would appreciate it if the Village would waive its license fee in connection with the raffle.

We intend to use the proceeds of this raffle to support the Chamber of Commerce and its activities promoting member businesses.

The Village has on file a copy of the Chamber's Articles of Incorporation. We have already filed our renewal raffle bond with the Village.

The Chamber's 2015 Holiday Social netted just over \$3,200 for the Chamber, which funds were used to support Chamber activities promoting local businesses.

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

All the best,

A handwritten signature in black ink, appearing to read "Luanne Newman". The signature is fluid and cursive, with a long horizontal stroke at the end.

Luanne Newman, Executive Director/Raffle Manager

**Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on November 7, 2016**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
1 800 TREE GUYS					
FY17 TREE REMOVALS	8,711.50	01670700-52268	TREE MAINTENANCE	1250	20170005
	<u>8,711.50</u>				
A T & T					
PWKS FAX LINE SEPT/16	9.04	01652800-52230	TELEPHONE	0515689283001 OCT	
	<u>9.04</u>				
ACCESS ONE					
PH SRV FOR OCT/2016	3,428.05	01590000-52230	TELEPHONE	1822033 10/1/16	
	<u>3,428.05</u>				
AMERICAN ENVIRONMENTAL COMFORT					
FARM HOUSE HVAC REPAIR	805.00	01680000-52244	MAINTENANCE & REPAIR	605422	
	<u>805.00</u>				
AMERICAN ROAD MAINTENANCE					
	5,555.07	11-21344	RETAINAGE AMERICAN ROAD MAIN	M16026	20170003
2016 ASPHALT REJUV PROJECT	30,666.30	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	M16026	20170003
	<u>36,221.37</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
FIRE SPRINKLER 100 MERCEDES	494.34	01643700-52253	CONSULTANT	45081	
PLAN REVIEW 440 MISSION	7,090.40	01643700-52253	CONSULTANT	45060	
PLAN REVIEW 620 CENTER AVE	290.00	01643700-52253	CONSULTANT	45190	
PLAN REVIEW 720 CENTER AVE	3,068.72	01643700-52253	CONSULTANT	45192	
PLUMBING INSPECT'S- SEPT	1,250.40	01643700-52253	CONSULTANT	45136	
	<u>12,193.86</u>				
BASIC IRRIGATION SERVICES INC					
TOWN CTR AERATOR REMOVAL	495.00	01670600-52244	MAINTENANCE & REPAIR	22260	

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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>
	<u>495.00</u>				
BAXTER & WOODMAN INC					
WRC NPDES COMPLIANCE STUDIES	18,447.80	04101100-52253	CONSULTANT	0188738	20170006
	<u>18,447.80</u>				
BEARY LANDSCAPING					
LANDSCAPE MTC CONTRACT-SEPT/16	15,825.43	01670400-52272	PROPERTY MAINTENANCE	33394	20170008
	<u>15,825.43</u>				
BRIAN COOPER					
TUITION REIMBURSEMENT	1,452.00	01662300-52223	TRAINING	CLS 9/7 -10/12	
	<u>1,452.00</u>				
CAROL STREAM PARK DISTRICT					
BARK PARK MEMBERSHIPS	300.00	01-24236	BARK PARK MEMBERSHIP	MAY-SEPT 2016	
	<u>300.00</u>				
CARYL REBHOLZ					
PER DIEM REIMB 10/22-10/26	156.60	01600000-52223	TRAINING	NPELRA CONF	
REIMBURSEMENT FOR EMPLY EVNT 10/31/16	287.12	01600000-52242	EMPLOYEE RECOGNITION	EMPLY EVENT 10/31	
	<u>443.72</u>				
CH2MHILL OMI					
1ST YR OF 10YR CONTRACT WRC- DEC/16	136,667.75	04101100-52262	WRC CONTRACT	64363	20170010
	<u>136,667.75</u>				
COMED					
100 DELLA CT	4.58	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 10/11/16	
1015 LIES RD	32.43	04201600-53210	ELECTRICITY	2514004009 10/14/16	
1025 LIES CONTROLLER	292.55	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 10/18/16	
106 GOLDENHILL AERATOR	103.74	01670600-53210	ELECTRICITY	2127117053 10/20/16	

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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>
1128 EVERGREEN TRL	57.88	04101500-53210	ELECTRICITY	0291093117 10/18/16	
1345 GEORGETOWN CONTROLLER	24.67	01670300-53213	STREET LIGHT ELECTRICITY	1603109101 10/19/16	
1348 CHARGER CT	263.09	04101500-53210	ELECTRICITY	2496057000 10/14/16	
1350 TALL OAKS STATION	44.61	04101500-53210	ELECTRICITY	2073133107 10/17/16	
1415 MAPLE RIDGE	176.40	01670600-53210	ELECTRICITY	5838596003 10/18/16	
301 ANTELOPE STREET LIGHT	72.93	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 10/17/16	
333 FULLERTON AVE WELL #3	787.59	04201600-53210	ELECTRICITY	0300009027 10/17/16	
391 FLINT TRL STREET LIGHT	55.71	01670300-53213	STREET LIGHT ELECTRICITY	2207156029 10/17/16	
391 ILLINI DR PUMP STN	75.20	01670600-53210	ELECTRICITY	4430145023 10/17/16	
403 SIOUX LN	23.47	01670300-53213	STREET LIGHT ELECTRICITY	1353117013 10/18/16	
451 SILVERLEAF LIGHTS	44.00	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 10/17/16	
491 CHEYENNE TRL	23.18	01670300-53213	STREET LIGHT ELECTRICITY	6597112015 10/18/16	
500 N GARY AVE CONTROLLER	119.41	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 10/17/16	
506 CHEROKEE CT	49.84	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 10/17/16	
512 CANYON TRL	21.86	01670300-53213	STREET LIGHT ELECTRICITY	1043062112 10/18/16	
594 NEZ PERCE CT LITE	70.89	01670300-53213	STREET LIGHT ELECTRICITY	0975048036 10/18/16	
850 LONGMEADOW DR AERATOR	113.21	01670600-53210	ELECTRICITY	1865134015 10/17/16	
867 SHENANDOAH AERATOR	19.60	01670600-53210	ELECTRICITY	4483019016 10/17/16	
879 DORCHESTER DR -AERATOR	106.70	01670600-53210	ELECTRICITY	0803155026 10/17/16	
880 PAPOOSE ST	109.90	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 10/17/16	
990 DEARBORN STREET LIGHT	64.28	01670300-53213	STREET LIGHT ELECTRICITY	3480136046 10/17/16	
END THORNHILL (COMM PARK)	67.84	01670600-53210	ELECTRICITY	6337409002 10/14/16	
KUHN RD CAMERA	38.02	01662300-52298	ATLE SERVICE FEE	4202129060 10/17/16	
MASTER ACCOUNT	70.37	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 10/19/16	
SW MORTON & LIES (MASTER)	185.81	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 10/25/16	
REPLMNT -FAILED ELECT TRNFR SWITCH AT WRC	30,061.30	04101100-54480	CONSTRUCTION	TRANSFER SWITCH	
	33,181.06				
CONSTELLATION NEW ENERGY					
124 GERZEVSKE EAST SIDE PAS	2,186.17	04201600-53210	ELECTRICITY	0035696665001 OCT	

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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>
200 TUBEWAY LIFT STATION	215.49	04101500-53210	ELECTRICITY	35532968-0001 OCT	
300 KUHN RD WEST SIDE PAS	1,929.69	04201600-53210	ELECTRICITY	0035757875001 OCT	
	4,331.35				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
CLEANING SERV'S NOV/16	860.00	01670100-52276	JANITORIAL SERVICES	24097	
CLEANING SERV'S NOV/16	1,385.00	01680000-52276	JANITORIAL SERVICES	24097	
	2,245.00				
DAVID G BAKER					
VLG BOARD MTG TELECAST SRV 10/17/16	137.50	01590000-52253	CONSULTANT	101716	
	137.50				
DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY					
DECO GRANT 12-203626 OVERPAYMENT	7.26	01000000-43636	OPER GRANTS - PUBLIC SAFETY	GRANT 12-203626	
	7.26				
DONALD CUMMINGS					
TUITION REIMBURSEMENT	1,507.24	01664700-52223	TRAINING	CLS 8/25 -10/13	
	1,507.24				
DUPAGE CO CHIEFS OF POLICE ASSN					
3 - MEMBERSHIP DUES	825.00	01660100-52234	DUES & SUBSCRIPTIONS	2017 MEMBERSHIP DUES	
JEFF DEGNAN MEMBERSHIP DUES	50.00	01660100-52234	DUES & SUBSCRIPTIONS	2016 MEMB DUES	
	875.00				
DUPAGE COUNTY					
CJIS ACCESS- QTR END SEPT 30TH	750.00	01662600-52247	DATA PROCESSING	IA 216	
	750.00				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
BUSINESS MTG BREINIG, SAVERINO	40.00	01520000-52222	MEETINGS	9639	

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BUSINESS MTG BREINIG, SAVERINO	40.00	01590000-52222	MEETINGS	9639	
	<u>80.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCHASE-SEPT/16	554,544.00	04201600-52283	DUPAGE CTY WATER COMMISSION 11494		
	<u>554,544.00</u>				
EARTH INC					
STONE FOR WTR MAIN BREAK	703.20	04201600-53317	OPERATING SUPPLIES	16907	
	<u>703.20</u>				
ENFORCEMENT VIDEO, LLC					
2-WATCH GUARD 4RE CAMERA SYSTEMS	10,740.00	01662700-53350	SMALL EQUIPMENT EXPENSE	4REINV0005066	
	<u>10,740.00</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
SW REVIEW - PACKAGING PERSONIFIED	642.10	01620600-52253	CONSULTANT	160612.03	
	<u>642.10</u>				
EXAMINER PUBLICATIONS INC					
FY16 TREASURERS REPORT	582.00	01580000-52240	PUBLIC NOTICES/INFORMATION	38522	
	<u>582.00</u>				
FEECE OIL CO					
FUEL TRANSFER	250.00	01696200-52244	MAINTENANCE & REPAIR	1627971	
	<u>250.00</u>				
GOVTEMPSUSA LLC					
OFFICE MGR W/E 10/02	1,419.20	01590000-52253	CONSULTANT	2090247	
OFFICE MGR - W/E 10/09	1,419.20	01590000-52253	CONSULTANT	2090248	
OFFICE MGR W/E 10/16/16	1,419.20	01590000-52253	CONSULTANT	2101607	
OFFICE MGR W/E 10/23/16	1,419.20	01590000-52253	CONSULTANT	2101608	

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	<u>5,676.80</u>				
HD SUPPLY WATERWORKS LTD					
16 RPLMNT WATER METERS CHG OUT	166.06	04201400-53333	NEW METERS	G249473	20170011
19 RPLMNT WATER METERS	27,814.00	04201400-53333	NEW METERS	G221670	20170011
CREDIT/REBILL	-3.04	04201400-53333	NEW METERS	G310944	
OMNI WATER METER	4,375.00	04201400-53333	NEW METERS	G232785	
	<u>32,352.02</u>				
IBM CORPORATION					
PHONE MGMT APPLICATION	83.20	01652800-52255	SOFTWARE MAINTENANCE	8628855	
	<u>83.20</u>				
IL FIRE & POLICE COMMISSIONERS ASSN					
VLG/POLICE MEMBERSHIP RNWL	375.00	01510000-52234	DUES & SUBSCRIPTIONS	2017 MEMBERSHIP	
	<u>375.00</u>				
ILL LIQUOR CONTROL COMMISSION					
BASSET LICENSE RENEWAL -TOM EBY	350.00	01664700-53325	COMMUNITY RELATIONS	5A-0048785 T EBY	
	<u>350.00</u>				
ILLINI POWER PRODUCTS COMPANY					
CONTROL BOARD REPLACEMENT	3,098.31	04201600-52244	MAINTENANCE & REPAIR	SWO013416-1	
	<u>3,098.31</u>				
ILLINOIS L E A P					
2017 DUES TINA JAGERS	40.00	01660100-52234	DUES & SUBSCRIPTIONS	2017 MEMB T JAGERS	
	<u>40.00</u>				
INFRASTRUCTURE MANAGEMENT SERVICES					
PAVEMENT EVALUATION	2,000.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14016-1	20170029
	<u>2,000.00</u>				

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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>
IRON MOUNTAIN INTELLECTUAL PROPERTY MGT					
MICROFILM DESTRUCTION	300.55	01612900-53317	OPERATING SUPPLIES	126415	
	<u>300.55</u>				
JULIE INC					
LOCATES THRU SEPT/2016	519.77	01670600-52272	PROPERTY MAINTENANCE	2016-0371 9/30/16	
LOCATES THRU SEPT/2016	519.77	01670300-52272	PROPERTY MAINTENANCE	2016-0371 9/30/16	
LOCATES THRU SEPT/2016	519.78	04201600-52272	PROPERTY MAINTENANCE	2016-0371 9/30/16	
LOCATES THRU SEPT/2016	519.78	04101500-52272	PROPERTY MAINTENANCE	2016-0371 9/30/16	
	<u>2,079.10</u>				
JAMES A BUSCH					
REIMBURSEMENT -CLOTH ALLOW	130.87	01664700-53324	UNIFORMS	CLOTH REIMB	
	<u>130.87</u>				
JOHN L FIOTI					
LOCAL PROSECUTION OCT/16	225.00	01570000-52238	LEGAL FEES	C S 95	
LOCAL PROSECUTION OCT/16	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 95	
	<u>450.00</u>				
JX ENTERPRISES INC					
NW #65 TRUCK W/ANTI ICE UNIT	182,444.21	01670200-54415	VEHICLES	3683	
	<u>182,444.21</u>				
KANE COUNTY CLERK					
NOTARY COMM RENEWAL	11.00	01662600-52234	DUES & SUBSCRIPTIONS	MELISSA KLAWINSKI	
	<u>11.00</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES SEPT/2016	61.50	01510000-52238	LEGAL FEES	185207 10/7/16	
LEGAL SERVICES SEPT/2016	102.50	21500000-52238	LEGAL FEES	185207 10/7/16	

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LEGAL SERVICES SEPT/2016	246.00	04100100-52238	LEGAL FEES	185207 10/7/16	
LEGAL SERVICES SEPT/2016	266.50	11740000-55490	VILLAGE HALL RENOVATION	185207 10/7/16	
LEGAL SERVICES SEPT/2016	6,255.71	01570000-52238	LEGAL FEES	185207 10/7/16	
	6,932.21				
MTI CONSTRUCTION SERVICES, LLC					
PRECONSTRUCTION/DESIGN PH SRV	10,862.79	11740000-55490	VILLAGE HALL RENOVATION	16-015	
	10,862.79				
MUNICIPAL FLEET MGMT ASSOCIATION					
REGIS RAINEY/DELALIS	50.00	01660100-52223	TRAINING	10/25/16 TRNG	
	50.00				
NICOR					
CHARGER CT	94.98	04101500-53230	NATURAL GAS	86606011178 10/10/16	
WELL #4	24.39	04201600-53230	NATURAL GAS	13811210007 10/10/16	
	119.37				
NORTHWEST POLICE ACADEMY					
DEGNAN, ZOCHERT, COOPER, SAILER	100.00	01660100-52223	TRAINING	10/13/16 SEMINAR	
	100.00				
PAHCS II					
POST OFFER STRESS TEST-POLICE	384.00	01510000-52228	PERSONNEL HIRING	190480	
RANDOM DOT & POST OFFCR MEDICALS	446.74	01510000-52228	PERSONNEL HIRING	190380	
RANDOM DOT & POST OFFCR MEDICALS	449.70	01600000-52225	EMPLOYMENT PHYSICALS	190380	
	1,280.44				
PAUL TRIPPETT					
PER DIEM REIMB 8/8 -8/11	66.40	01696200-52223	TRAINING	VACTOR TRNG	
	66.40				

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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>
PLOTE CONSTRUCTION INC					
	59,103.08	11-21112	RETAINAGE - PLOTE	160050.07 FINAL	20170017
2016 FLEX PAV PROJ/SIMKUS CTR	6,742.62	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	160050.07 FINAL	20170017
	<u>65,845.70</u>				
POMPS TIRE SERVICE					
TIRES FOR LOADER #70	6,206.60	01670500-54412	OTHER EQUIPMENT	640044994	
	<u>6,206.60</u>				
RAYMOND MUNCH					
TUITION REIMBURSEMENT	1,557.24	01664700-52223	TRAINING	CLS 8/22 -10/16	
	<u>1,557.24</u>				
REFUNDS MISC					
ADM/PUBLIC SAFETY FEE REFUNDED	475.00	01000000-45321	TOWING FEE	CS16027315	
ADM/PUBLIC SAFETY FEE REFUNDED	500.00	01000000-45321	TOWING FEE	CS16023481	
REIMB-PROPERTY DAMAGE MOWING PRJ	113.00	01670400-52272	PROPERTY MAINTENANCE	PROPERTY DMG	
ONLINE TICKET PD TWICE	100.00	01000000-45402	ORDINANCE FORFEITS	ONLINE TICKET	
PAID TWICE ONLINE 10/14/16	20.00	01000000-45402	ORDINANCE FORFEITS	TICKET 234664	
RTN 16034076-4080 YW FOR LEAF STKS	10.75	01-24321	STORMWATER REVIEW FEE SECURI	YARD WASTE	
	<u>1,218.75</u>				
REFUNDS PRESERVATION BONDS					
AS BUILT DEPOSIT REFUND	5,000.00	01-24302	ESCROW - GRADING	170 NORTH AVE	
BOND REFUND	310.50	01-24302	ESCROW - GRADING	306 BENNETT	
BOND REFUND	1,657.50	01-24302	ESCROW - GRADING	1337 LANCE LN(1)	
BOND REFUND	5,000.00	01-24302	ESCROW - GRADING	PILOT TRVL CTR	
BOND REFUND	15,001.50	01-24302	ESCROW - GRADING	BLDG 41 RICHARD CIR	
BOND REFUNDS	15,001.50	01-24302	ESCROW - GRADING	312-328 SYPE DR	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1219 ADLER LN	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1241 BOA TRL	

**Village of Carol Stream
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DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1311 LILAC	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1329 PENNSBORO	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1330 PENNSBORO	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1386 IRIS AVE	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1417 OXFORD ST	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	241 MOHAWK	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	411 STONEWOOD	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	598 OSWEGO	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	967 DEARBORN	
DRIVEWAY/PATIO BOND REFUND	300.00	01-24302	ESCROW - GRADING	352 ANTELOPE	
O'REILLY AUTO PERFORMANCE BOND REFUND	12,500.00	01-24302	ESCROW - GRADING	1251 COUNTY FARM	
SEWER INSPEC REFUND	1,000.00	01-24324	SANITARY SEWER CONNECTION SECT	1N586 GOLFVIEW LN	
STOOP & PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	1064 BIRCHBARK	
	59,271.00				

REFUNDS W&S FINALS

1083 ROCKPORT FINAL W&S	28.58	04-12110	ACCOUNT RECEIV WATER & SEWER	16542	
1092 RIDGEFIELD W&S FINAL	31.67	04-12110	ACCOUNT RECEIV WATER & SEWER	16613	
1128 PHEASANT TRL W&S FINAL	34.53	04-12110	ACCOUNT RECEIV WATER & SEWER	17310	
1240 ROBIN DR W&S FINAL	69.55	04-12110	ACCOUNT RECEIV WATER & SEWER	17163	
1294 SPRING VALLEY DR W&S FINAL	68.73	04-12110	ACCOUNT RECEIV WATER & SEWER	14014	
1302 NARRAGANSETT DR W&S FINAL	5.20	04-12110	ACCOUNT RECEIV WATER & SEWER	15074	
1330 BIG HORN W&S FINAL	11.80	04-12110	ACCOUNT RECEIV WATER & SEWER	14205	
1333 ROSE AVE W&S FINAL	96.95	04-12110	ACCOUNT RECEIV WATER & SEWER	17553	
1406 ROSE CT OVERPAYMENT	2.49	04-12110	ACCOUNT RECEIV WATER & SEWER	17504-5	
1406 ROSE CT OVERPAYMENT	5.05	04-12110	ACCOUNT RECEIV WATER & SEWER	17504-5	
1406 ROSE CT OVERPAYMENT	8.30	04-12110	ACCOUNT RECEIV WATER & SEWER	17504-OVRPD	
1406 ROSE CT OVERPAYMENT	12.38	04-12110	ACCOUNT RECEIV WATER & SEWER	17504-4	
1406 ROSE CT OVERPAYMENT	17.90	04-12110	ACCOUNT RECEIV WATER & SEWER	17504-OVRPD	
1406 ROSE CT OVERPAYMENT	25.08	04-12110	ACCOUNT RECEIV WATER & SEWER	17504-4	

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1406 ROSE CT OVERPAYMENT	27.33	04-12110	ACCOUNT RECEIV WATER & SEWER17504-3		
1406 ROSE CT OVERPAYMENT	55.37	04-12110	ACCOUNT RECEIV WATER & SEWER17504-3		
1406 ROSE CT OVERPAYMENT	55.98	04-12110	ACCOUNT RECEIV WATER & SEWER17504		
1406 ROSE CT OVERPAYMENT	68.74	04-12110	ACCOUNT RECEIV WATER & SEWER17504-2		
1406 ROSE CT OVERPAYMENT	120.75	04-12110	ACCOUNT RECEIV WATER & SEWER17504		
1406 ROSE CT OVERPAYMENT	146.55	04-12110	ACCOUNT RECEIV WATER & SEWER17504-2		
167 CONCORD LN W&S FINAL	31.42	04-12110	ACCOUNT RECEIV WATER & SEWER20025		
269 ELK TRL W&S FINAL	7.90	04-12110	ACCOUNT RECEIV WATER & SEWER20458		
300 WESTGATE DR W&S FINAL	15.28	04-12110	ACCOUNT RECEIV WATER & SEWER20211		
447 KILKENNY W&S FINAL	17.18	04-12110	ACCOUNT RECEIV WATER & SEWER12035-1		
462 BURKE DR W&S FINAL	33.00	04-12110	ACCOUNT RECEIV WATER & SEWER16821		
486 INDIANWOOD DR W&S FINAL	92.29	04-12110	ACCOUNT RECEIV WATER & SEWER10637		
486 KESWICK LN W&S FINAL	10.05	04-12110	ACCOUNT RECEIV WATER & SEWER19111		
486 RANDY RD W&S FINAL	63.60	04-12110	ACCOUNT RECEIV WATER & SEWER20734		
620 ADAM LN W&S FINAL	38.29	04-12110	ACCOUNT RECEIV WATER & SEWER18657		
701 DAYBREAK LN W&S FINAL	83.60	04-12110	ACCOUNT RECEIV WATER & SEWER12424		
798 BURNING TRL W&S FINAL	153.80	04-12110	ACCOUNT RECEIV WATER & SEWER13851		
829 BURNING W&S FINAL	79.59	04-12110	ACCOUNT RECEIV WATER & SEWER13679		
	1,518.93				
ROYALE HOUSE					
BRICKS - TWN CTR	76.10	01750000-53302	BRICKS	10319	
	76.10				
SAFRAN USA INC					
LIVSCAN MTC 10/1/16 THR 9/30/17	5,025.00	01660100-52226	OFFICE EQUIPMENT MAINTENANCE	133433	
	5,025.00				
SIKICH LLP					
AUDIT FEES FY16	2,600.00	01520000-52237	AUDIT FEES	271076	

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	<u>2,600.00</u>				
SIMPLEX GRINNELL					
SPRINKLER MTC 10/2016- 09/2019	593.04	01670400-52244	MAINTENANCE & REPAIR	78876299	
	<u>593.04</u>				
SNI SOLUTIONS					
BAGGED SALT	1,368.00	01670200-53335	SALT	136467	
ORGANIC LIQ DEICER FOR SALT TREATMENT	6,760.95	01670200-53335	SALT	136418	
	<u>8,128.95</u>				
SUPERIOR ROAD STRIPING					
2016 PAVEMENT MARKING PROJECT	26,306.14	01670300-52272	PROPERTY MAINTENANCE	639716	
	<u>26,306.14</u>				
THEODORE POLYGRAPH SERVICE					
2- POLICE ASSESSMENTS	300.00	01510000-52228	PERSONNEL HIRING	5430	
POLICE ASSESSMENT D ESPINOZA	150.00	01510000-52228	PERSONNEL HIRING	5437	
	<u>450.00</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
WTR BILL PRINTING 10/28/16	1,240.24	04103100-52221	UTILITY BILL PROCESSING	19989	
WTR BILL PRINTING 10/28/16	1,240.24	04203100-52221	UTILITY BILL PROCESSING	19989	
	<u>2,480.48</u>				
TIF 3 NORTH AND SCHMALE RD					
TIF3 SALES TAX TRANSFER	-26,649.65	22000000-49340	SALES TAX CONTRIB - RDA#1	SALES TAX	
TIF3 SALES TAX TRANSFER	26,649.65	01720000-58340	SALES TAX TFR - RDA#1	SALES TAX	
TIF3 SALES TAX TRANSFER	26,649.65	22-11105	CASH - TRUST	SALES TAX	
	<u>55,882.23</u>				
TRANSYSTEMS CORPORATION					

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KUHN RD BIKE EXTN PH I ENGR-9/10 -10/14	1,920.80	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	103-3043971	20170020
LIES RD PVMNT REHAB PRJ 9/10 -10/14	22,709.06	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	102-3044364	
PH I -LIES RD BIKE TRL EXTN-9/10 -10/14	1,069.01	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	109-3043974	20170019
PHASE III CONST SERVICES	7,854.85	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	103-3043986	20170021
WEST BR/FAIR OAKS RD BIKE	41,032.04	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	105-3039355	20170022
	74,585.76				
TREASURER OF THE STATE OF ILLINOIS					
FY 2016 UNCLAIMED PROPERTY 7/1/08- 6/30/09	9.36	04-24131	UNCLAIMED DEPOSITS	FY 2016 UNCLM PROP	
FY 2016 UNCLAIMED PROPERTY 7/1/08- 6/30/09	190.00	01-24131	UNCLAIMED DEPOSITS	FY 2016 UNCLM PROP	
	199.36				
TYCO INTEGRATED SECURITY LLC					
FARMHOUSE ALARM QTR END 12/31/16	38.70	01590000-52230	TELEPHONE	27207256	
TC ALARM QTR END 12/31/16	39.60	01590000-52230	TELEPHONE	27207257	
	78.30				
U S POSTMASTER					
POSTAGE 10/31/16 WATER BILLS	2,176.77	04203100-52229	POSTAGE	INV 1529 10/31/16	
POSTAGE 10/31/16 WATER BILLS	2,176.78	04103100-52229	POSTAGE	INV 1529 10/31/16	
	4,353.55				
VERIZON WIRELESS					
CELL PH SRV SEPT 14- OCT 13 2016	19.95	01662500-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	62.62	01610100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	62.62	01642100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	62.62	01690100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	82.57	01680000-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	100.63	01600000-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	125.24	01643700-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	127.59	01662300-52230	TELEPHONE	9773679204	

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CELL PH SRV SEPT 14- OCT 13 2016	136.11	01640100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	141.41	04101500-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	176.99	04200100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	232.65	01590000-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	247.71	04201600-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	313.10	01662400-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	360.38	01652800-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	375.72	01664700-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	401.82	01620100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	481.99	01660100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	500.26	01670100-52230	TELEPHONE	9773679204	
CELL PH SRV SEPT 14- OCT 13 2016	2,080.55	01662700-52230	TELEPHONE	9773679204	
	6,092.53				
VILLAGE OF CAROL STREAM					
FOUNTAIN TWN CTR	1,533.83	01680000-53220	WATER	1142668/20877	
PWKS N GARAGE 09/05 -10/06	59.20	01670100-53220	WATER	1142665/20874	
PWKS WTR SRV 09/05 -10/06	81.87	01670100-53220	WATER	1142666/20875	
TRMNT PLANT CONTROL BLDG	9.01	04101500-53220	WATER	1142662/20871	
TRMT PLANT ADMIN BLDG	38.71	04101500-53220	WATER	1142663/20872	
TWN CTR DRINKING FOUNTAIN GZBO	0.01	01680000-53220	WATER	1142973/21204	
TWN CTR FOUNTAIN BLDG	48.85	01680000-53220	WATER	1142669/20878	
VILLAGE HALL	273.76	01680000-53220	WATER	1142667/20876	
	2,045.24				
WEBROOT SOFTWARE INC					
WEB FILTER SERV 5/2016-5/2017	2,098.72	01652800-52255	SOFTWARE MAINTENANCE	1059477	
	2,098.72				
WESTMORE SUPPLY CO					
CONCRETE	439.00	04201600-52286	PAVEMENT RESTORATION	r90494	

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CONCRETE	493.75	04201600-52286	PAVEMENT RESTORATION	R90549	
	932.75				
WEX BANK					
FUEL ALLOCATIONS- SEPT/2016	10.85	01664700-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	13.56	01662400-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	19.95	01643700-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	24.41	01660100-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	27.31	01670100-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	27.31	01670300-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	34.14	01670600-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	34.14	01670700-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	35.46	01642100-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	37.84	01622200-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	40.96	01670500-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	56.76	01620100-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	58.03	01670400-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	119.47	01670200-53313	AUTO GAS & OIL	47066038	
FUEL ALLOCATIONS- SEPT/2016	222.41	01662700-53313	AUTO GAS & OIL	47066038	
	762.60				
WHEATON BANK AND TRUST					
WHEATON BANK FEES - SEPT	339.17	04103100-52256	BANKING SERVICES	7509063 SEPT/16	
WHEATON BANK FEES - SEPT	339.17	04203100-52256	BANKING SERVICES	7509063 SEPT/16	
WHEATON BANK FEES - SEPT	853.96	01610100-52256	BANKING SERVICES	7509063 SEPT/16	
	1,532.30				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PHASE SERV'S-SEPT/16	4,341.86	11740000-55490	VILLAGE HALL RENOVATION	0017372	20170024
	4,341.86				

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ZONES INC					
REBATE PAYMENT THRU NOV 2016	111,225.62	01720000-58207	ZONES SALES TAX REIMB	11/2016 REBATE PYMNT	
	<u>111,225.62</u>				
GRAND TOTAL	<u><u>\$1,510,554.67</u></u>				

The preceding list of bills payable totaling \$1,510,554.67 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 11/4/14

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Oct 18, 2016 thru Nov 7, 2016

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Oct 10, 2016 thru Oct 23, 2016	498,009.16
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Oct 10, 2016 thru Oct 23, 2016	45,196.49
				<u><u>543,205.65</u></u>

Approved this _____ day of _____, 2016

By: _____
 Frank Saverino Sr - Mayor

 Laura Czamecki - Village Clerk