

# Village of Carol Stream

## BOARD MEETING

### AGENDA

June 1, 2015

7:30 PM

*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 May 18, 2015 Special Workshop Meeting.
2. Approval of Minutes of the May 18, 2015 Village Board Meeting.

**C. LISTENING POST:**

1. Year of the Volunteer Spotlight: Bob Macht-Police Volunteers.
2. Proclamation Celebrating the 50th Anniversary of St. Andrew United Methodist Church.
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:**

**G. OLD BUSINESS:**

**H. STAFF REPORTS AND RECOMMENDATIONS:**

1. Request Approval to Purchase Ammunition on State Bid. *Staff recommends approval to purchase ammunition from Ray O'Herron on a State Bid in the amount of \$20,462.*
2. 2015 Asphalt Rejuvenator Project. *Staff recommends the bid process be waived and the 2015 Asphalt Rejuvenator Project be awarded to American Road Maintenance for a cost not to exceed \$299,250.00.*
3. Non-Exclusive License Agreement-Verizon Wireless. *Staff recommends approval of the Non-Exclusive License Agreement with Verizon Wireless to install antennae on the Lies Road water tower.*
4. Design, Bidding and Construction Oversight Engineering Services Agreement for WRC Pumping Station Improvement Project. *Staff recommends approval of an agreement with CH2MHill/OMI for project design, bidding and construction oversight services in the amount of \$9,500 for the Pumping Station Improvement Project.*
5. WRC Administration and Blower Building #1 Roof Replacements. *Recommendation to Waive Competitive Bidding and Approve a Job Order*

*Contract (JOC) with Kellogg Brown & Root (KBR) LLC for the WRC Administration and Blower Building #1 Roof Replacements in the amount of \$177,209.79.*

6. *Consultant Inspection Services for Re-Inspection of Interior and Exterior Common Areas at Carolshire Commons Condominiums. Staff recommends approval of a contract with TPI Building Code Consultants to provide consultant services on the 2015 Carolshire Commons Condominiums Re-inspections Project for an amount not to exceed \$10,012.*

**I. ORDINANCES:**

**J. RESOLUTIONS:**

1. *Resolution No. \_\_\_\_\_ Approving Local Agency Agreement for Federal Participation-West Branch DuPage River/Fair Oaks Road Trail-Construction Phase III. Staff recommends approving the Resolution which includes the actual funding amounts for IDOT final processing.*
2. *Resolution No. \_\_\_\_\_ Appointing New Members to the Local Youth Council. Recommendation to appoint Gina Maggiore, West Chicago High School to the Local Youth Council.*

**K. NEW BUSINESS:**

1. *Plan Commission/Zoning Board of Appeals Appointment and Swearing In. Recommendation to appoint Frank Parisi to the Plan Commission/Zoning Board of Appeals for a term to expire on October 31, 2016.*
2. *Carol Stream Public Library-Annual Report 2014-2015. Receipt of Annual Report of the Board of Library Trustees of the Village of Carol Stream for the Fiscal Year Ending April 30, 2015.*
3. *Relay for Life-Request for Approval of Temporary Variations from the Sign Code and a Waiver of Sign Permit Fees. Staff recommends approval of temporary waiver to the Sign Code for temporary special event signs and waiving the sign permit fees in association for Relay for Life.*
4. *Fire and Police Commission Appointment and Swearing In. Recommendation to appoint Keith J. Briggs to the Fire and Police Commission for a term to expire on April 30, 2018.*

**L. PAYMENT OF BILLS:**

1. *Regular Bills: May 18, 2015 through May 31, 2015.*
2. *Addendum Warrants: May 18, 2015 through May 31, 2015.*

**M. REPORT OF OFFICERS:**

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

**N. EXECUTIVE SESSION:**

1. *Pending Litigation.*

2. Salary schedules for one or more classes of municipal employees.
3. Continued Employment of a Specific Employee.

**O. ADJOURNMENT:**

LAST ORDINANCE 2015-05-09    LAST RESOLUTION 2803  
NEXT ORDINANCE 2015-06-10    NEXT RESOLUTION 2804

**Village of Carol Stream**  
**Special Meeting of the Village Board**  
**Discussion of WRC Operating & Management Contract**  
**IEPA NPDES Wastewater Treatment Plant**

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

May 18, 2015  
6:00 p.m. – 7:01 p.m.

**Meeting Notes**

**ATTENDANCE:**

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

**Joseph E. Breinig, Village Manager**  
**Bob Mellor, Assistant Village Manager**  
**Chris Oakley, Asst. to the Village Manager**  
**John Batek, Finance Director**  
**Jim Knudsen, Director of Engineering**  
**Phil Modaff, Director of Public Works**  
**Ed Sailer, Police Chief**  
**Don Bastian, Acting Comm. Dev. Dir.**

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

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

Absent: None

**Discussion of WRC Operating and Management Contract**

Director of Public Works Phil Modaff reviewed the history of contract operations at the WRC, the status of the current contract and options for either negotiating an extended term to the existing contract or conducting another RFP process.

The Water Reclamation Center –Operating & Management Contract consisted of the following:

**History**

- Carol Stream staff operated the WRC until switching to contract operation and management in 1997
  - Initial contract was for five years
  - Contract was extended for another term
- In 2006 a Request for Proposal (RFP) process was conducted to select an operator
- In 2011 another RFP process was completed
- Since going to contract operation in 1997 CH2MHill/OMI has been the only operator at the WRC

- Current contract with CH2MHill/OMI is in the final year of a five-year term that expires April 30, 2016
- Contract term provision allows the parties to agree to negotiate term extensions

#### WRC Contract Facts

- Value of current contract: \$1,765,000
  - includes \$125,000 annual CapEx program
  - Includes Industrial Pre-Treatment (new 2011)
  - does not include major capital project costs
- New operating permit expected soon
  - Will require phosphorous monitoring for 1 – 2 permit cycles (permit cycle = 5 years)
- 2014 IEPA annual inspection yielded no negative feedback or guidance

#### Extension vs. RFP (Request for Proposal)

- If the Village is satisfied with current contract terms and performance:
  - Direct staff to initiate negotiations
  - Conduct a review of contract terms and industry best practices
  - Initiate negotiations (with time limit)
  - Target October 1, 2015 for execution of negotiated contract extension
  - If negotiations do not produce desired results begin RFP in October
- If Village elects to move directly to RFP:
  - Appoint a work group (staff, Board, legal)
  - Conduct a review of contract terms and industry best practices
  - Develop RFP documents
  - Solicit proposals

#### RFP Process and Schedule

- Final Steps
  - Conduct interviews with the top-ranked firms
  - Conduct reference checks on the top-ranked firms
  - Negotiate final contract terms with selected firm
  - Recommend award of contract to Village Board (February/March 2016)
- New contract term begins May 1, 2016

Trustee McCarthy stated he would negotiate a contract with CH2MHill/OMI.

Trustee LaRocca stated he would negotiate a contract with CH2MHill/OMI.

Trustee Frusolone stated she would negotiate a contract with CH2MHill/OMI. She has no current issues.

Trustee Schwarze stated it would not hurt to solicit RFPs.

Trustee Hennessey questioned if there is any cost savings going a longer term than every 5 years?

Manager Breinig stated both parties will want an “out” provision to account for new regulatory issues and uncertain economic conditions.

Trustee Gieser agrees with the majority option to renegotiate the contract. If contract negotiations break down, then solicit RFPs.

There was general consensus to negotiate a new contract with CH2MHill/OMI.

## **IEPA NPDES Wastewater Treatment Plant**

Village Engineer Jim Knudsen reviewed the IEPA NPDES requirements for the WRC.

The IEPA NPDES Wastewater Treatment Plant consisted of the following:

### **Regulations**

- IEPA 303 (d) List of Impaired Waterways
- TMDLs – Chlorides & Fecal Coliform
- NPDES Permits – MS4s & POTWs

### **Phosphorous Limit in Standard Permit**

- 1 mg/L
- Capital Cost: \$750K - \$1M
- & M Cost: \$250/Year
- Over 15 Year Period - \$4.8M to \$5.1M Total Cost

### **Phosphorous Limit**

- Problem – Very Little to No Improvement at All
- Why, What's the Real Cause?
  - Fish Passage Barriers – Low Head Dams
  - Physical Pollution – Waterway Alterations
  - Chemical Pollution – Chlorides, Nitrogen & BOD

### **Option**

- Delay Imposing Phosphorous Limit 8 Years
- Permit Special Conditions

### **Special Conditions**

- Participate in the DRSCW
- Complete 11 DRSCW Implementation Plan Projects

### **Special Conditions-Projects**

- Oak Meadows Golf Course Dam Removal & Stream Restoration
- Fawell Dam Modification
- Spring Brook Restoration & Dam Removal
- Fullersburg Woods Dam Modification & Stream Restoration
- Southern West Branch Physical Enhancement
- Southern East Branch Physical Enhancement
- QUAL 2K East Branch & Salt Creek
- NPS Phosphorous Feasibility Study

Special Conditions

- Participate in the DRSCW
- Complete 11 DRSCW Implementation Plan Projects
- Participate in Implementation of the DRSCW Chloride Reduction Program
- Submit Annual Project Progress Report
- Develop & Implement a Phosphorous Discharge Optimization Plan
- Submit a Phosphorous Discharge Limit Feasibility Study
- Implement Phosphorous Discharge Limits
- Monitor Wastewater Effluent
- Submit a Nutrient Implementation Plan (NIP) & Trading Analysis

DRSCW Special Condition Permit Costs

<u>PROJECT NAME</u>	<u>ESTIMATED COST</u>
Oak Meadows	\$2,250,000
Fawell Dam	687,500
Spring Brook	1,000,000
Fullersburg Woods	2,500,000
Southern West Branch	1,000,000
Southern East Branch	1,500,000
QUAL 2K Model Update	200,000
NPS Phosphorous Feasibility Analysis	150,000
NIP & Trading Analysis	500,000
Subtotal	\$9,787,500
Contingency (5%)	489,400
<b>Total Estimated Costs</b>	<b>\$10,276,900</b>

VOCS Special Condition Permit Costs

<u>ITEM</u>	<u>15 YEAR ESTIMATED COST</u>
Annual Dues	\$119,681
Funding Assessments	541,646
Treatment Plant Upgrade	1,000,000
O & M	1,528,471
<b>Total Estimated Costs</b>	<b>\$3,189,797</b>

VOCS Standard Permit Costs

<u>ITEM</u>	<u>15 YEAR ESTIMATED COST</u>
Annual Dues	\$119,681
Funding Assessments	0
Treatment Plant Upgrade	1,000,000
O & M	4,093,038
<b>Total Estimated Costs</b>	<b>\$5,212,719</b>

Estimated Savings

<u>ITEM</u>	<u>15 YEAR ESTIMATED COST</u>
Standard Permit Costs	\$5,212,719
Special Condition Permit Costs	3,189,797
<b>Total Estimated Savings</b>	<b>\$2,022,922</b>

Funding

- FY16 \$36,000 Expenditure Funded in GCF
- Identified as a Budget Reduction – Governor's Sweeps  
Identify Other Cuts to GCF  
Charge to W&S Fund

Village Manager Breinig stated the Village Board consensus and staff recommendation is to fund DRSCW permit costs this year at \$36,000 and staff will come back to Village Board with a funding source. Village Engineer Knudsen stated the Village of Carol Stream will have to increase water and sewer rates.

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

FOR THE BOARD OF TRUSTEES

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk



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

**May 18, 2015**

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

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

Absent: None

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

\*All persons physically present at meeting unless noted otherwise

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

**MINUTES:**

*Trustee Frusolone moved and Trustee LaRocca made the second to approve the Minutes as corrected to page 2 Roll Call with new Elected Officials ~~Don~~ Dave Hennessey of the May 18, 2015 Regular Meeting of the Village Board. The results of the roll call vote were as follows:*

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

*Abstain: 0*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Swearing In of Diane Wells as Police Sergeant. *Diane Wells sworn in as Police Sergeant by Mayor Saverino.*

2. Resolution No. 2801 Honoring Eileen Molloy-Langdon upon her 20<sup>th</sup> Anniversary of Employment with the Village of Carol Stream Police Department. *Resolution read by Trustee McCarthy.*

*Trustee Gieser moved and Trustee McCarthy made the second to approve Resolution No. 2801, Honoring Eileen Molloy-Langdon upon her 20<sup>th</sup> Anniversary of Employment with the Village of Carol Stream Police Department. The results of the roll call vote were as follows:*

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

*Nays:           0*

*Absent:        0*

*The motion passed.*

3. Resolution No. 2802 Honoring Kurt Schneider upon his 20<sup>th</sup> Anniversary of Employment with the Village of Carol Stream Police Department. *Resolution read by Trustee Schwarze.*

*Trustee McCarthy moved and Trustee Hennessey made the second to approve Resolution No. 2802, Honoring Kurt Schneider upon his 20<sup>th</sup> Anniversary of Employment with the Village of Carol Stream Police Department. The results of the roll call vote were as follows:*

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

*Nays:           0*

*Absent:        0*

*The motion passed.*

4. A check will be presented to the DARE Program from Joe Salerno of Salerno's Funeral Home, Rosedale Chapel. *A check in the amount of \$2,500 was presented to Mayor Saverino for the DARE Program.*
5. Year of the Volunteer Spotlight: Cynthia Borbas, President of the Woman's Club. *Cynthia Borbas described the volunteer services provided by the Woman's Club which turns 55 years old this year.*
6. Proclamation Designating National Public Works Week on May 17-23, 2015. *Proclamation read by Trustee LaRocca.*
7. Addresses from Audience (3 Minutes). *None.*

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. Illini Drive Bridge Replacement-Balancing Change Order, Acceptance and Final Payment.
2. Janitorial Services-Award of Contract.
3. Resolution No. 2803 approving a Cable Television Franchise Agreement by and between the Village of Carol Stream and Comcast of Illinois VIII, LLC.
4. Police Pension Fund Board Appointment-Anthony Marzano.
5. Raffle License Application-Glenbard North Athletic Boosters Club.
6. Payment of Regular & Addendum Warrant of Bills.
7. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month ended April 30, 2015.

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

**Illini Drive Bridge Replacement-Balancing Change Order:**

*The Village Board accepted the Illini Drive Bridge, approved the balancing change order and final payment in the amount of \$10,120.41 made out to Alliance Contractors, Inc.*

**Janitorial Services-Award of Contract:**

*The Village Board approved the second year of the Janitorial Service Contract with Crystal Maintenance Service Corporation for cleaning services at the Municipal Center and Public Works Center in the amount of \$29,820.00 as provided for in the bid of 2014.*

**Resolution No. 2803 Approving a Cable Television Franchise Agreement by and between the Village of Carol Stream and Comcast of Illinois VIII, LLC:**

*The Village Board approved extending the Franchise Agreement granting the cable television franchise to Comcast for a period of five years, until 2020.*

**Police Pension Fund Board Appointment:**

*The Village Board approved to reappoint Anthony Marzano to the Police Pension Fund Board for a term to expire on April 30, 2017.*

**Raffle License Application-Glenbard North Athletic Boosters Club:**

*The Village Board approved a raffle license and a waiver of the fee and manager's fidelity bond for a raffle to be held at Glenbard North High School on August 22, 2015.*

**Regular Bills and Addendum Warrant of Bills:**

*The Village Board approved payment of the Regular Bills dated May 18, 2015 in the amount \$994,717.00. The Village Board approved the payment of the Addendum Warrant of Bills from May 5, 2015 thru May 18, 2015 in the amount of \$543,379.98.*

**Treasurer's Report:**

*The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month Ended April 30, 2015.*

**Report of Officers:**

*Trustee LaRocca congratulated Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service and Joe Salerno for his donation to DARE. Also thank you to the Women's Club.*

*Trustee Gieser congratulated Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service. Last Friday Trustee Frusolone, Trustee Hennessey and Coach-Mayor Saverino competed in Battle of the Burbs vs. Evanston, Batavia and Orland Park. The Village of Carol Stream took 1<sup>st</sup> place. Next Monday the VFW Memorial Day Ceremony will be at Memorial Park on Thunderbird at 11:00 a.m. Parade applications are available on line for July 4<sup>th</sup> parade.*

*Trustee Schwarze congratulated Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service and Joe Salerno for his donation to DARE. Thank you Cynthia for all the volunteer efforts of the Woman's Club. The Fire Alliance of Carol Stream, Bloomingdale, Wheaton, West Chicago and Winfield participated in Just Play activities. The Fire Promotional Ceremony is this Friday at Glenbard North at 7:00 p.m. and is open to the public. Please shop in Carol Stream.*

*Trustee Hennessey described his experience with the DARE Program at Jay Stream School where Diane Wells was his DARE Officer. He encouraged youths to become active in sports, theater and other different activities. He encouraged students to exercise safety during prom season.*

*Trustee Frusolone congratulated Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service. Thank you to the Fire Protection District and Alliance, Police Department, Public Works, Dave Hennessey and Glenbard North High School and co-workers for helping out with Just Play activities. Also thank you with regard to Battle of the Burbs.*

*Trustee McCarthy congratulated the Battle of the Burbs Team Carol Stream on victory. Congratulations to Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service and Joe Salerno for his donation to DARE, and the Women's Club.*

*Clerk Czarnecki congratulated Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service and Joe Salerno for his donation to DARE. On her clerk page on facebook she will be highlighting information on Carol Stream i.e. over jealous solicitors. Thank you to the Women's Club.*

*Village Attorney Rhodes congratulated Diane Wells for her promotion to Sergeant. Congratulations to Assistant Village Attorney Milluzzi who is getting married this weekend.*

*Village Manager Breinig congratulated Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service. . Congratulations to Public Works. Vehicle Stickers are on sale now without penalties. Over past years Village of Carol Stream dealing with dead ash trees and now is concentrating on dead ash trees on private property. Please remove trees before they fall.*

*Mayor Saverino stated Donald Robinson, head of Outreach Community Center is resigning to pursue other businesses. Congratulations to Diane Wells for her promotion to Sergeant and Eileen-Molloy Langdon and Officer Schneider for their 20 years of service and Joe Salerno for his donation to DARE. Thank you to our Police Department for using narcan to treat heroin over doses.*

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

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

Nays: 0

Absent: 0

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Laura Czarnecki, Village Clerk

## PROCLAMATION

AGENDA ITEM  
C-2 6-1-15

### **Celebrating the 50<sup>th</sup> Anniversary of St. Andrew United Methodist Church**

**WHEREAS**, in November of 1965, St. Andrew United Methodist Church was established in Carol Stream; and

**WHEREAS**, during the early years of the church, worship services were held in the gymnasium at what is now Roy DeShane School; and

**WHEREAS**, in 1970, construction of the church located at 250 N. Gary Ave. was completed and formally dedicated; and

**WHEREAS**, as the Village steadily grew in acreage and population, so also did the membership at St. Andrew United Methodist Church; and

**WHEREAS**, in 1987, the congregation experienced a great loss when a fire broke out in the church facility burning the entire structure to the ground; and

**WHEREAS**, while the 1987 fire devastated the building it enlivened the congregation and its firm commitment to rebuild the church which reopened for worship in 1991; and

**WHEREAS**, it is the mission of St. Andrew United Methodist Church to 'Love God & Love Our Neighbor' which it has faithfully lived out through its various ministries that include a food, fresh vegetable and clothing pantry, a Third Monday Dinner community outreach ministry as well as a Citizenship Mentoring Program to name a few.

**NOW, THEREFORE BE IT PROCLAIMED THAT I**, Mayor Frank Saverino, Sr. and the Carol Stream Board of Trustees, DuPage County, Illinois do hereby proclaim 2015 a year-long celebration to mark the 50<sup>th</sup> Anniversary of the St. Andrew United Methodist faith community and the many contributions of its Pastoral leaders, ministry directors, staff and congregants throughout its first 50 years.

PROCLAIMED THIS 1st DAY OF JUNE 2015.

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Frank Saverino Sr. - Mayor

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Laura Czarnecki, Village Clerk



# Village of Carol Stream

## Interdepartmental Memo

**TO:** Village Board  
**Via:** Joe Breinig


**FROM:** E. Sailer

**DATE:** May 22, 2015

**RE:** Request Approval to Purchase Ammunition on State Bid

On a yearly basis we purchase various types of ammunition for our authorized weapons. The majority of ammunition is used for training purposes. Due to the length of time it takes to receive the ammunition, we have purchased the majority of ammunition in the past with one large purchase. We would like to purchase the ammunition from Ray O'Herron in the amount of \$20,462. This ammunition from Ray O'Herron is offered on State Bid. We have purchased ammunition from them in the past and are satisfied with their products and service. This amount is within our budget.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager  
FROM: William N. Cleveland, Assistant Village Engineer   
DATE: May 26, 2015  
RE: 2015 Asphalt Rejuvenator Project – Request to Waive Bidding  
and Award Contract

In 2004 Engineering staff tested a new product called GSB-88 to alleviate problems of slow curing time, excessive sand, and generally messy conditions from previous rejuvenator products. The new product exceeded our expectations and provided the added benefit of waterproofing and an initial black color. Since then we have done the entire project with GSB-88.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. As such, it is also unable to be competitively bid, as only one contractor has the rights to apply the product in this area. Staff has therefore negotiated a unit price for application of the product.

Engineering is proposing to rejuvenate and seal only the streets repaved in 2014 and some of the streets crackfilled last year. American Road Maintenance (formerly Midwest Tar Sealer Company) has provided a quote of \$1.05 per square yard for 285,000 square yards of pavement rejuvenation. This is the same as last year's price per square yard. Although we previously awarded this project in the fall, the past few years we awarded the contract early to avoid cure problems associated with cooler weather.

Engineering staff therefore recommends that the bid process be waived and the 2015 Asphalt Rejuvenator Project be awarded to American Road Maintenance (MTS) at the negotiated unit price for a cost not to exceed \$299,250. The budget for rejuvenation is in the maintenance portion of Capital Improvement this year in the amount of \$417,000, which also includes restorative sealer used for older pavements done before Memorial Day.

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

Attachment

# **mts** MIDWEST TAR SEALER CO.

1485 E. Thorndale Ave. • Itasca, Illinois 60143 • T. 630.773.9225 • F. 630.729.3033

April 26, 2015

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
630.871.6220 X-6408  
Attn: Bill Cleveland  
[wcleveland@carolstream.org](mailto:wcleveland@carolstream.org)

Re: Various Streets  
Carol Stream

We propose to furnish labor and materials to complete the items listed below:

SEALING:	
	<i>GSB-88 Asphaltic Rejuvenator</i>

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt.

*Specification:*

Pre-test pavement to determine proper application rate based on existing pavement conditions.  
GSB-88 Rejuvenator shall be applied at appropriate rates based on pre-test results.

Phase 1			
285,000 Square Yards of Pavement Rejuvenation	@	\$1.050	\$299,250.00

**RESTRICTIONS:**

- 1 . Above prices will be held through the 2015 season.
- 2 . Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.

Thank you for the opportunity to bid this project with your organization.

Sincerely,



**Skip Coghill**

If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date \_\_\_\_\_

Signature \_\_\_\_\_

*Village of Carol Stream*  
INTER-DEPARTMENTAL MEMO

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Assistant Village Manager *Rm*  
**DATE:** May 22, 2015  
**RE:** Non-Exclusive License Agreement-Verizon Wireless

Attached is a Non-Exclusive License Agreement for Chicago SMSA Limited Partnership d/b/a Verizon Wireless to install up to nine (9) antennae on the water tower located at 1015 Lies Road and utilize a 20' x 36' area of land space containing 720 square feet for their ground facilities. This agreement is similar to agreements the Village Board approved for Sprint Communications and VoiceStream/T-Mobile. Staff has increased the monthly license cost to coincide with inflationary price increases. The Public Works, Administration and Community Development Departments and Village Attorney have reviewed the agreement and their comments have been included in this final draft. Verizon Wireless will be required to pay for an engineering analysis to ensure the installation of new antennae will not compromise the structural integrity of the water tower. They will also be required to paint and repair locations on the water tower where the antennae are attached.

In exchange for the right to use the water tower and property for a wireless antennae system, the Village will receive a one-time upfront payment of \$25,000 and annual rental fees of \$42,000 with annual cost of living increases 4% per year after the first year of the agreement. This agreement will generate total first year revenues of \$67,000 and a ten year revenue stream of \$529,256. These fees are comparable to those received by other municipalities who license space on their water towers. The license agreement language is similar to the agreements we have with Sprint and VoiceStream/T-Mobile companies. Staff recommends approval of the attached Non-Exclusive License Agreement with Verizon Wireless to install antennae on the Lies Road water tower.

Cc: Joseph E. Breinig, village Manager  
Phil Modaff, Director of Public Works  
Don Bastian, Acting community Development Director  
James Rhodes, village Attorney

## NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement ("Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the VILLAGE OF CAROL STREAM, an Illinois home rule municipal corporation ("Village") 500 N. Gary Avenue, Carol Stream, Illinois and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), (hereinafter designated "Licensee").

### RECITALS

WHEREAS, the Village owns a water tower (the "Tower") located in the Village of Carol Stream, County of DuPage, State of Illinois, in the area described in Exhibit "A", which is incorporated into this Agreement by this reference, commonly known as the Village Property;

WHEREAS, Licensee desires to lease a portion of the Village Property for the purpose of the construction, operation and maintenance of radio communications facilities around the base of the Tower, and to install and operate communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto;

NOW, THEREFORE, in consideration of the terms, conditions and fees hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Village and Licensee agree as follows:

#### 1. **Grant of License.**

a. The Village hereby grants a license to Licensee to utilize 20' x 36' area of land space containing 720 square feet upon the Village Property, and space on the Tower, as shown in the Description of Licensed Premises, "Exhibit "B", attached hereto and incorporated herein, solely for the purpose of installing up to nine (9) antennas and, maintaining, operating and replacing its radio communications facilities (hereinafter the "Facilities"). Such area and space, collectively, are hereinafter referred to as the "Licensed Premises." As used herein, "Facilities" include any and all utility lines, all electronic equipment up to radio transmitting and receiving antennas and support structures thereto.

b. Provided Licensee is not in default under this Agreement beyond any period allowed hereby for cure, Licensee shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, repair, operate, replace or remove any of its Facilities in or upon the Licensed Premises as described in Exhibit B, all of which shall belong to and be removable by Licensee in accordance with Section 18 of this Agreement.

c. The Village represents to Licensee that the Village has the authority to grant the license and rights being provided to Licensee under this Agreement. The Village acknowledges that Licensee is relying upon the foregoing representation in entering into this Agreement and in expending monies in connection therewith. Notwithstanding the foregoing, in the

event the use of the Licensed Premises is prevented by law, ordinance, government regulation, injunction or court order, Licensee's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by Licensee as a result of the termination of this Agreement as to the Licensed Premises. Licensee represents to The Village that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers that are operating on the Tower as of the date of this Agreement.

d. Licensee accepts the Licensed Premises in an "as-is, where-is" basis, without any representations or warranties of any kind, expressed or implied, either oral or written, made by Village or any agent or representative of the Village. The Village and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition of improvements, quality or merchantability of the Licensed Premises or any portion thereof. Licensee covenants and agrees that it has had the opportunity to inspect the Licensed Premises and that such Licensed Premises is in good order and condition.

## **2. Use of Licensed Premises.**

a. Licensee shall use the Licensed Premises for the purpose of constructing, maintaining, repairing and operating the Facilities and uses incidental thereto.

b. It is understood and agreed that Licensee's ability to use the Licensed Premises and the effectiveness of this Agreement is contingent upon Licensee's obtaining after the execution of this Agreement any and all certificates, permits and other approvals that may be required by any federal, state or local governmental authorities and all electric and telephone utility connections to Licensee's Facilities that may be required for operation of the Facilities (collectively, the "Approvals"). In the event Licensee is unable to obtain said Approvals, Licensee shall have the right to terminate this Agreement with written notice to the Village by certified mail, return receipt requested, to be effective upon the mailing of such notice by Licensee, or upon such later date as designated by Licensee. The Village shall be entitled to all fees incurred or paid prior to said termination date, including but not limited to such payments under Sections 3a., 3b., 3c. and 5d. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, Licensee shall have no further obligations for the payment of rent to the Village. .

c. Licensee shall conduct its operations at the Licensed Premises and control its agents, employees, contractors and invitees in such a manner so as not to create any nuisance or interfere with any use of the Licensed Premises or other property owned adjacent to the Tower by the Village or any other permitted user, occupant or invitee of the Village at the Tower. Licensee shall comply with any and all applicable rules, regulations and ordinances of the Village pertaining to the Licensed Premises as adopted from time to time.

### 3. Construction.

a. Prior to commencing any construction, Licensee shall submit to the Village building permit application and a complete set of Licensee's plans for construction on the Licensed Premises and pay such actual and reasonable fees and costs associated with reviewing said plans as set forth herein. The Village shall review such plans promptly and, if the plans comply with all applicable federal, state and local codes, rules and regulations, including the National Electric Safety Code and the National Electric Code of the National Board of Fire Underwriters and the Village's Building Official determines that said proposed Facilities will not endanger any person or property or affect the structural integrity of the Tower, then the Village shall promptly issue a building permit. Licensee agrees to reimburse the Village for Design Review Services by the Village's consultant in an amount not to exceed four thousand dollars (\$4,000.00) ("Review Fees"). The parties further agree that Licensee shall pay said Review Fees within thirty (30) days after receipt of an invoice from the Village detailing the Design Review Services rendered by the Village's consultant. Prior to the receipt of such building permit and payment of all required fees, Licensee will not begin construction on the Licensed Premises.

b. Prior to any construction, Licensee shall, at Licensee's sole cost and expense, provide an evaluation of the effect of the construction and operation of facilities on the structural integrity of the Tower ("Structural Analysis"). Such Structural Analysis shall be conducted by an individual or company properly licensed and accredited to perform said Structural Analysis acceptable to the Village. Notwithstanding the foregoing, the Parties hereby acknowledge and agree that with respect to Licensee's initial installation, Licensee has provided and the Village has approved of the Structural Analysis performed by Dixon Engineering, Inc. and dated October 17, 2014, and that Licensee's initial installation shall be completed in compliance therewith. If in the Village's reasonable judgment the evaluation of any future Structural Analysis regarding Licensee's subsequent Alterations shall find that such Alterations would have a deleterious effect to the Tower or the Village's use thereof, then the Village shall have the right to terminate this Agreement with ninety (90) days' prior written notice to Licensee. The Village also maintains the right to inspect Licensee's work by a structural engineer or other professional to determine whether Licensee's installation is in substantial conformance with the approved plans. The Parties further agree that Licensee shall pay all actual and reasonable costs of inspection within thirty (30) days after receipt of an invoice from the Village detailing the inspection services rendered by the Village's consultant. Licensee shall be responsible for any and all damages to the Tower as a result of Licensee's installation, maintenance and operation of its Facilities. In addition, prior to the Commencement Date, Licensee shall supply in writing frequency information for each of its antennas, the Effective Radiated Power (ERP) for each antenna, and the area around each antenna, which is considered unsafe for personnel to be near.

c. Licensee agrees to also reimburse the Village for Construction Phase Services by the Village's consultant ("Construction Fee"), in an amount not to exceed four thousand five hundred dollars (\$4,500.00). The parties agree that the Construction Fee shall be paid by

Licensee within thirty (30) days after the receipt of an invoice from the Village detailing such costs.

d. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all applicable Federal, State and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be performed pursuant to the building permit and conducted by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. Licensee agrees that all installations and constructions described in this License shall be completed promptly in a neat, high quality workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations. All costs associated with the installation of Licensee's Facilities, including permit costs and the cost of extending electrical service to Licensee's equipment, shall be paid by the Licensee. Prior to the issuance of permits, Licensee's contractor shall maintain and provide Village with evidence of each of the insurance coverages specified in Section 14 of this License, in the amounts so specified.

e. Licensee shall complete the installation of the Facilities as approved by the Village within one hundred and eighty (180) days after the Commencement Date. Licensee shall provide Village with as-built drawings of the Facilities installed on the Licensed Premises, which show the actual location of all equipment and improvements and Licensee shall also provide to the Village certification by an engineer licensed in the State of Illinois that the Facilities have been completed in accordance with the approved building plans, within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and Facilities.

f. Licensee shall, at its sole cost and expense, comply with the radio frequency exposure limits (the RF Exposure Limits) promulgated under 47 C.F.R. 1.1307, et. Seq. (as amended from time to time) of the Code of Federal Regulations. Licensee, at its sole discretion, may modify or cause modifications of its telecommunications equipment in order to ensure that its operations are in compliance with said regulations. Licensee shall submit to Village copies of environmental evaluations for RF Exposure Limits required under RF Emissions Regulations for all regulated equipment located at the Licensed Premises.

g. Notwithstanding any other provision of this Agreement, after completion of Licensee's initial installation as approved by the Village, and as depicted in Exhibit B and Exhibit C attached hereto, Licensee shall not make any subsequent alterations, additions, installations, substitutes or improvements to its Facilities located on the Tower (hereinafter collectively called "Alterations"), which the Village has not approved pursuant to Section 3a. above, in and to the Licensed Premises without first obtaining the



Village's written consent. Licensee shall submit to the Village a detailed proposal of any proposed alterations and any supplemental materials as may be requested, for the Village's evaluation. The Licensee may make alterations, additions, installations, substitutions or improvements to Licensee's equipment located within Licensee's equipment building without the Village's approval or consent, except as required by Village ordinances or unless such alterations, additions, installations, substitutions or improvements would have a material effect upon the Village Property. During the Term of the Agreement, Licensee shall pay the Village's reasonable costs for reviewing or inspecting any proposed alterations within thirty (30) days after receipt of an invoice from the Village.

h. Licensee shall keep the Licensed Premises and Licensee's interest herein free of any liens or claims of liens, and shall discharge any such liens within thirty (30) days of Licensee receiving formal, written notice of such liens. Before commencement of any work, Licensee's contractor shall provide any payment or performance bond required by The Village. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Licensee in connection with any construction, installation, maintenance, repair or other work undertaken at any time by Licensee in or upon the Licensed Premises. Licensee shall not record any security interests against the Leased Premises.

i. Licensee shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of the Village without first obtaining the prior permission of the Village, except in time of emergency.

#### **4. Term of Agreement.**

The Term (the "Term") of this Agreement shall be ten (10) years and shall commence upon the first (1<sup>st</sup>) day of the month after Licensee is granted the Approvals as provided in Section 2b (the "Commencement Date"). Licensee and the Village agree that they shall acknowledge in writing the Commencement Date. Thereafter, so long as this Agreement has not previously been terminated, this Agreement may be extended by agreement of the Parties for up to two (2) additional terms of five (5) years each (the "Extended Terms") upon such terms and conditions as the Parties may agree, unless either Party provides the other Party with prior written notice of the intent to terminate at least six (6) months before the end of the initial term or the then current Extended Term. The word "Term" as used herein shall be deemed to include the Extended Terms when the Extended Terms commence unless sooner terminated under the terms hereof.

#### **5. License Fees.**

a. On the Commencement Date the license fee shall commence and be due at a total annual amount of Forty-two Thousand and 00/100 Dollars (\$42,000.00) (the "License Fee") to be paid in equal monthly installments on the first day of the month, in advance to the Village. The License Fee shall be payable to the Village at 500 N. Gary Avenue,

Carol Stream, IL 60188, Attention: Finance Director. The Parties hereby acknowledge and agree that the initial monthly installment of the License Fee shall be sent by Licensee within thirty (30) days after receipt of the written acknowledgement of the Commencement Date.

b. On each annual anniversary of the Commencement Date of this License and throughout the duration of the Term, the License Fee shall be increased by an amount equal to four percent (4%) of the Licensee Fee due for the previous year of the Agreement, and will be payable in monthly installments as set forth in Exhibit "D" attached hereto and made a part hereof.

c. Licensee shall pay the Village as an "Additional Fee", a late payment charge equal to five percent (5%) for any payment not paid when due. Additionally, any License Fees or other amounts due under the terms of this Agreement not paid when due shall accrue interest at the rate of one percent (1%) per month until paid.

d. As additional consideration, Licensee, on the Commencement Date shall pay to the Village a one-time maintenance payment of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) ("Maintenance Fee"). Licensee shall make payment of the Maintenance Fee within sixty (60) days after the full execution of this Agreement.

d. The Village agrees to provide Licensee documentation necessary for the Licensee to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to Licensee.

## **6. Maintenance.**

a. Licensee shall, at its own expense, maintain its Facilities in a safe and sightly condition, in good repair, and in a manner so as not to conflict with the use of the Tower by the Village or of others using the Tower with the Village's permission.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, its Facilities, and improvements, and shall keep the same in good repair and condition during the License term.

c. Licensee shall keep the Licensed Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. The Village, at all times during this License, reserves the right to take any action it deems reasonably necessary, upon written notice to Licensee, in its sole discretion, to repair, maintain, alter or improve the Village Property [with the exclusion of Licensee's Licensed Premises and Licensee's Facilities] in connection with its operations as may be necessary. During the term of the Agreement and upon request of Village, Licensee shall relocate its equipment on a temporary basis and at its sole expense, to another location

on the Village Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Village performing maintenance, repair, painting or similar work on the Tower provided that: i) The Village shall provide no less than ninety (90) days' prior written notice to Licensee before Licensee shall be required to relocate its equipment; ii) the Temporary Relocation shall allow Licensee to continue radio communication operations in a similar manner to Licensee's original location; and iii) within sixty (60) days after receipt of notice from the Village confirming the completion of any maintenance, painting, repair or similar work by Village, Licensee is permitted to return to its original location from the temporary location. In the event that Village elects to paint the Tower, and Licensee is not required to remove its Facilities from the Tower, Licensee shall take all reasonable measures, at its cost, to cover its Facilities and to protect such from paint and/or damage which may occur during the painting process. In addition, Licensee shall within thirty (30) days after receipt of an invoice from the Village, pay any actual and reasonable additional maintenance, painting, repair or similar costs incurred by the Village due to the location of the Licensee's Facilities upon the Leased Premises.

#### **7. Access to Licensed Premises.**

a. Licensee shall have access to the Tower by providing twenty-four (24) hour telephonic notice to the Village's Public Works Director by calling (63 0) 774 -0551, except in emergencies, in which case prior notice shall be given as may be practicable under the circumstances. Licensee shall have access to its fenced land space without providing the Village with notice thereof. The Village shall have the right to have its Public Works Director, or designee, accompany Licensee whenever Licensee accesses the Licensed Premises. If the Public Works Director or his designee accompanies Licensee, Licensee shall pay Village, within thirty (30) days after receipt of an invoice from Village, a Supervision Fee equal to \$75.00 per hour and partial hours will not be prorated. An emergency for the purposes of this Section 7 shall mean any time Licensee's Facilities become partially or fully inoperable.

b. Licensee shall ensure that only duly authorized personnel of the Licensee are allowed access to Licensed Premises to ensure proper security of Licensed Premises and shall provide to the Village a list of the names and telephone numbers of the contractor agencies whose personnel are authorized to access the Licensed Premises. Licensee further agrees that all individuals authorized by Licensee to access Licensee's equipment on the Licensed Premises shall provide badge and photo identification showing they are an authorized agent of Licensee.

#### **8. Utilities.**

Licensee shall solely and independently be responsible for all costs of providing utilities necessary for the operation of Licensee's Facilities to the Licensed Premises, including the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensee agrees to furnish and install an electrical meter at the Premises for

the measurement of electrical power used by Licensee's installation and Licensee shall pay the utility directly for its power consumption.

The Licensee further expressly acknowledges that the Village does not guarantee uninterrupted electrical service, and the Village shall not be responsible for electrical outages or interruptions in electrical service used by Licensee.

#### **9. Permit Fees, Taxes and Other Charges.**

a. Licensee shall pay, as they become due and payable, all fees for required permits, certificates and other approvals which are directly attributable to Licensee's Facilities.

b. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises and/or the non-licensed portion of the Tower become subject to the assessment of real estate taxes as a result of this Agreement, then Licensee agrees to pay the Village the amount of any such tax directly attributable to this Agreement or Licensee's Facilities, through reimbursement, within thirty (30) days after receipt of any tax bill and supporting documentation to Licensee, to be mailed to the address inserted below, but reserves the right to appeal such assessment, prior to the due date therefore for each year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the property or Tower resulting in any such tax assessment, the amount of any such tax shall be prorated between such users. Requests for tax reimbursements shall be directed to:

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

c. Licensee shall indemnify Village from any and all liability, obligation, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against Licensee in relation to the fees, charges or taxes owed or assessed on the Licensed Premises.

#### **10. Interference:**

a. Licensee agrees that its installation, operation, and maintenance of its Facilities shall not damage or interfere in any way with the Village's operations of the Tower or related repair and maintenance activities. Licensee agrees to install equipment on the Tower of the type and frequency which will not cause interference to any equipment of the Village or other lessees of the Village Property which existed on the Village Property prior to the date this Agreement is executed by the parties. Upon written notice from Village of any such interference, Licensee agrees to take all steps necessary to correct and eliminate any

such interference with the Village's use of the Tower. Notwithstanding the foregoing, Village shall be entitled to terminate this Agreement if such interference cannot be eliminated within ninety (90) days of written notice from the Village. Licensee shall reasonably cooperate with any other prior or subsequent licensees of the Village.

b. Prior to the Commencement Date and before placement of Facilities, Licensee shall provide to the Village for review and approval, at Licensee's expense, the gross weight of the Facilities to be placed on the Tower.

c. The Village does not guarantee to Licensee subsequent non-interference with Licensee's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests permission to place any type of additional antenna or transmission facility on the Tower, the procedures of Sub-section d. below, shall govern to determine whether such antenna or transmission facility will interfere with Licensee's transmission operations.

d. If the Village receives any such request, the Village shall submit or cause to be submitted, a proposal complete with all technical specifications, as may be reasonably requested by Licensee, to Licensee for review for non-interference; however, the Village shall not be required to provide Licensee with any specifications or information reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Licensee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Licensee to the installation of the antenna or transmission facilities pursuant to said proposal. If Licensee gives notice of objection due to interference during such thirty (30) day period and Licensee's objections are verified by the Village to be valid, then Licensee and the future licensee shall take steps to reduce the interference. Thereafter, The Village may proceed with the proposal. A governmental unit, office or agency may be allowed to place antenna or other communications facilities on the Tower regardless of potential or actual interference with Licensee's use, provided however, if Licensee's use of the Premises is materially affected, Licensee may terminate this License without penalty of payment.

e. Licensee's use of the land and operation of its Facilities shall not interfere with the use and operation of other communication facilities on the Tower, which pre-existed Licensee's Facilities and is operating in the same manner as on the Commencement Date. If Licensee's Facilities cause interference with said pre-existing Facilities, Licensee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its facility and only operate the equipment during the hours specified by the Village in order to test whether such interference continues or it has been satisfactorily eliminated. If the interference cannot be eliminated within ninety (90) days, the Village and/or Licensee may terminate this License without penalty of payment. In all cases, the most recent Licensee shall be responsible for curing any interference caused by the

installation and/or operation of its antenna or other telecommunication devices on the Tower.

#### **11. Indemnification.**

To the fullest extent permitted by law, Licensee, at its expense, shall defend, indemnify and hold harmless the Village and its officials, officers, agents, employees, invitees, licensees, lessees, and contractors (with counsel reasonably satisfactory to the Village) from and against any cost, claim, action, liability or damage of any kind arising from (i) Licensee's use and occupancy of the Licensed Premises or any activity done or permitted by Licensee in, on or about the Licensed Premises or any activity done or permitted by Licensee of its obligations under this Agreement; (ii) any negligent or willful misconduct or omission of Licensee, its agents, employees, invitees, licensees or contractors excepting however, such claims or damages as may be due to or caused by the willful acts or omissions of the Village, its employees, agents or contractors. The Village shall not be liable to Licensee or any other person or entity for any damages arising from any act or omission of any other licensee or lessee.

#### **12. Assignment and Subletting.**

a. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of the Village, provided however that Licensee may assign this Agreement, in whole or in part, without any approval or consent of the Village, to Licensee's principal, affiliates, subsidiaries of its principal or to an entity controlling, controlled by, or under common control with Licensee, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which Licensee's Equipment is located by reason of a merger, acquisition or other business reorganization, provided said assignee will assume recognize and also become responsible to the Village for the performance of all of the terms and conditions to be performed by Licensee under this License. This License shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

b. Licensee shall not sublicense any portion of the Licensed Premises and shall not allow any other party to use its equipment, including its antennas unless said other party has received a written license from the Village.

c. Notwithstanding anything to the contrary contained in this Agreement, Licensee may not assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

d. Licensee shall not allow any cloud upon the title to the Licensed Premises to be recorded, including but not limited to any mortgage, pledge, security interest, or sublicense.

### **13. Hazardous Substances.**

a. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises by Licensee, except that Licensee shall be permitted to use batteries for emergency power for Licensee's Facilities and other materials used in the ordinary course of Licensee's business approved in advance by the Village. If Licensee's use of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises by Licensee, its officers, employees, agents, or independent contractors, in violation of this Section and/or said batteries used for emergency power and/or other materials used in the ordinary course of Licensee's business, cause contamination of the Licensed Premises, or other property owned, leased or controlled by the Village, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean up, remediation, removal or restoration work required by any federal, state, or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises or other property owned, leased or controlled by the Village, due to Licensee's fault or the fault of any of Licensee's officers, employees, agents, or independent contractors; provided, however, that this indemnification shall not apply to the extent the Village, its agents, contractors or employees cause any such environmental occurrence.

b. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee's activities or the activities of any of Licensee's officers, employees, agents, or independent contractors violate any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

c. Licensee represents, to the best of its knowledge, to the Village that Licensee's use of the Licensed Premises does not require Licensee to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance

with Environmental Laws. Licensee further covenants to the Village that if any such permits or licenses for Licensee's Permitted Uses are required in the future, Licensee shall notify the Village immediately, obtain such permit or license within such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

#### **14. Insurance.**

a. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Licensee's operation and use of the Licensed Premises. The cost of such insurance shall be borne by Licensee, and shall be in the following coverage and amounts:

1. Commercial General Liability with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including the Village and its officers, officials, employees, and volunteers as additional insureds, on a CG 20 10 or CG 20 26 endorsement, as their interest may appear for liability arising out of the use and operation of the Licensed Premises and the Facilities, and/or arising out of activities performed by Licensee. Said insurance coverage shall be primary as respects liability assumed by Licensee, its officers, officials, employees, volunteers and agents.

Any insurance maintained by the Village shall be in excess of Licensee's insurance and shall not contribute with it, but only with respect to liability assumed by Licensee under this Lease. All insurance shall be from any insurance company or companies authorized to do business in Illinois with a policy holder's rating of at least an "A minus" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

2. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute and Employers' Liability limits of One Million and 00/100 Dollars (\$1,000,000.00) each accident; One Million and 00/100 Dollars (\$1,000,000.00) each employee; One Million and 00/100 Dollars (\$1,000,000.00) disease-policy limit.

3. Commercial Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee in the amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage;

4. At the start of and during the period of any construction, Builders All Risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Facilities. Upon completion of the installation of the Facilities, Licensee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance



on the Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed;

d. All policies shall be written on an occurrence and not on a claims made basis;

e. Licensee shall, on or before the Commencement Date and prior to the installation of any of its Facilities and from time to time at the Village's request during the Term, furnish to the Village certificates of insurance evidencing such coverage and additional insured endorsements acceptable to the Village. Licensee's insurer shall provide 30 days written notice of cancellation of any insurance required herein. Failure to provide such notice shall be grounds for immediate termination of this License Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Upon request, Licensee will make copies of its policies available for review in its local Verizon Wireless Office located at 1515 Woodfield Road, Schaumburg, Illinois, after which review no copies will be made and the policies will be returned to the Risk Management Department One Verizon Way, Basking Ridge, New Jersey. Licensee shall not use or permit the Licensed Premises to be used in any manner which would render the Village's insurance thereon void or the insurance risks more hazardous; provided, however, that the Village acknowledges and agrees that Licensee's current Permitted Use of the Licensed Premises does not make the insurance risks more hazardous. Licensee shall not use or occupy the Licensed Premises, or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower or which would constitute a public or private nuisance or waste.

#### **15. Village Approvals.**

In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in writing by the Village's Manager, and Licensee may rely upon any such approval or consent.

#### **16. Default.**

a. The following events shall be deemed to be events of default by Licensee under this Agreement ("Event of Default"):

1. Licensee shall have failed to pay the License Fee or any other charge provided herein, or any portion thereof;
2. Licensee shall have failed to comply with any provision of this Agreement;
3. Any material representation made by Licensee in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered

to the Village or any Governmental Authority pursuant to or in connection with any of said documents, shall be untrue or incorrect in any material respect as of the date made;

4. Licensee abandons the Licensed Premises.

5. The entry of a decree or order for relief by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Licensee for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

6. The commencement by Licensee of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Licensee to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Licensee or of any substantial part of the Licensed Premises, or the making by any such entity of any assignment for the benefit of creditors or the failure of Licensee generally to pay such entity's debts as such debts become due or the taking of action by Licensee in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.

7. Village's failure to perform any term, condition or breach of any warranty or covenant under this Agreement.

b. 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 thirty (30) 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.

c. If Licensee fails to perform any obligations hereunder beyond any period allowed hereby for cure, after written notice has been provided as required herein, the Village may enter the Licensed Premises and perform it on Licensee's behalf. In so doing, the Village may, but shall not be required to, make any payment of money or perform any other act. All sums paid by the Village, and all incidental costs and expenses, shall be due and payable by Licensee to the Village within thirty (30) days of written notice thereof, together with interest from the date of demand to the date of payment at the "Interest Rate". For purposes of this Agreement, the Interest Rate shall mean one (1)

percent per month on any unpaid balance due, it being understood, however, that in no event shall such Interest Rate exceed the maximum interest rate permitted by state law.

d. If (1) Licensee shall be in default of the payment of the Licensee Fees, or (2) Licensee shall be in default of any other fees or amounts due, and such default shall continue for thirty (30) days after written notice thereof is given to Licensee; or (3) Licensee shall default in the performance of any other of Licensee's material obligations contained in this Agreement and such default shall continue for thirty (30) days after written notice thereof is given to Licensee, then, in addition to any other remedies which may be available to the Village at law or in equity, after thirty (30) days written notice to Licensee, the Village may, if the Village elects, terminate this Agreement, and Licensee's rights under the license granted to Licensee pursuant to this Agreement shall terminate. Notwithstanding the foregoing, the Village, in its discretion, may grant the Licensee an additional thirty (30) days to cure the default if Licensee commenced the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

e. In the event that the Village shall be in default of the performance of any of its material obligations under this Agreement or takes any action in violation of the terms and conditions of this Agreement which impairs Licensee's exercise of its rights under this Agreement or Licensee's use of the Licensed Premises in accordance with this Agreement, and such default or action shall continue in effect for thirty (30) days after written notice thereof is received by the Village, then in addition to any other remedies at law or inequity which may be available to Licensee, Licensee may, upon thirty (30) days prior written notice to the Village, if it so elects, terminate this Agreement.

#### **17. Termination.**

a. This Agreement may be terminated by Licensee after the Commencement Date (i) if Licensee determines that the Licensed Premises are no longer appropriate for its operations for economic or technological reasons, including, without limitation, signal interference; or (ii) if Licensee does not maintain any license, permit or other approval necessary for the operation of the Facilities, provided that in the event Licensee terminates this Agreement under provision (i) or (ii) above, Licensee shall pay to the Village a one-time payment in an amount equal to the then current annual License Fee as a termination fee ("Termination Fee"). The Termination Fee shall be sent by Licensee with the notice of termination by Licensee in accordance with this paragraph. Nothing in this Section shall be construed as relieving Licensee of its obligation to remove its Facilities from the Licensed Premises in accordance with Section 18 of this Agreement. Termination under this subsection shall require thirty (30) days' prior written notice by Licensee.

b. In the event the site or a portion of the site on which the Licensed Premises is located is sold or otherwise conveyed by the Village, or in the event the Village determines that the Licensed Premises should be used by the Village for purposes inconsistent with the continued use of the Licensed Premises as the location for the installation, operation,

maintenance and repair of the Facilities, the Village may require Licensee to relocate the Facilities at Licensee's cost, to another location designated by the Village, provided that Licensee shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Licensee. If the Village and Licensee cannot agree on an alternative site, the Licensee shall have the right to terminate this Agreement. The Village shall give Licensee not less than one hundred eighty (180) days written notice before Licensee will be required to relocate the Facilities pursuant to this Section. The Village agrees not to require Licensee to relocate the Facilities to an alternative site pursuant to this Section until at least five (5) years after the Commencement Date.

c. Notwithstanding any other provision of this Agreement, in the event the Village determines that it is in its best interests to raze the Tower the Village shall give one hundred eighty (180) days prior written notice to Licensee of its intention to raze the Tower, in which event this Agreement shall be terminated not less than one hundred eighty (180) days from the date of said notice, whereupon Licensee shall remove its personal property from the Licensed Premises; provided however that Licensee shall be reimbursed for the Maintenance Fee in an amount prorated from the date of termination notice from Village to the termination date.

d. Upon termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder.

#### **18. Vacation and Surrender of the Site; Removal of Facilities and Restoration.**

a. Within ninety (90) days after expiration or earlier termination of the License, Licensee shall completely remove all aboveground and belowground improvements (including footings to three feet (3') below grade), and return the Licensed Premises to substantially the same condition that existed as of the Commencement Date. All removal and restoration shall require Licensee or its agent to submit to the Village building permit application and a complete set of Licensee's plans for decommissioning/deconstruction of its Facilities on the Licensed Premises. Licensee agrees to pay such actual and reasonable fees and costs associated with Village reviewing said plans as required by the Village within thirty (30) days after receipt of an invoice from the Village detailing the restoration review services rendered by the Village's consultant. All removal and restoration shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Village Property, including use of the Village Property by Village or any of Village's assignees.

b. All costs and expenses for the removal and restoration to be performed by Licensee pursuant subsection 18.a. above shall be borne by Licensee.

c. Licensee shall, at its expense, provide the Village with an evaluation of the effect of the construction, operation and removal of the Facilities on structural integrity of the Tower and/or any damage to the Tower or the Village Property. Such evaluation shall be conducted by an individual or company acceptable to the Village. If in the Village's

judgment the evaluation shall find that there is damage to the Tower or the Village Property as a result of Licensee's use, maintenance and removal of the Facilities, shall provide Licensee with a detailed invoice of such damage and Licensee shall pay, within thirty (30) days after receipt of said invoice, all reasonable and actual costs to restore the Tower or the Village Property to an acceptable condition.

d. Licensee shall, at its expense, provide the Village with written evidence that the Village Property is free and clear of any and all liens or claims of liens arising out of Licensee's use of the Village Property. To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend the Village from any and all liens or claims for liens caused by any work done or material furnished in connection with Licensee's construction, operation, maintenance or removal of the Communications Facility upon the Village Property.

**19. Notices.**

a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served:

1. When delivered by Federal Express, UPS, or similar express mail service to that Party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding Federal holidays; or
2. When mailed to any other person designated by that Party in writing herein, to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Licensee:

Chicago SMSA Limited Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

If to the Village:

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188  
Attention: Joseph Breinig, Village Manager

With a copy to:

Klein, Thorpe & Jenkins, Ltd.  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606  
Attention: James Rhodes, Village Attorney

c. Either Party hereto may change the place or notice to it by sending written notice to the other Party.

## **20. Miscellaneous.**

a. The Village and the Licensee represent that each, respectively, has full right, power and authority to execute this Agreement.

b. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This Agreement may not be modified orally or in any manner other than by a written agreement signed by both parties.

c. Failure of either Party to insist upon strict performance of any of the conditions, covenants, terms or provision of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but each Party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. The receipt of any sum paid or any performance rendered by either Party to the non-breaching Party after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

d. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

e. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois. Venue shall be in the Circuit Court of DuPage County and the Parties consent to jurisdiction of said court for any action or proceeding.

f. The Village and Licensee 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. If either Party institutes any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs as part of any award.

h. The parties shall be and act as independent contractors and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the

conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

i. 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, or entity, who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

j. In construing this Agreement, section headings shall be disregarded.

k. Any recitals herein or exhibits attached hereto are hereby incorporated into this Agreement by reference.

l. Time is of the essence of this Agreement and every provision contained herein.

m. The parties acknowledge that both parties, each of whom was represented by counsel, freely negotiated this Agreement; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either Party.

n. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.

o. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.

p. Licensee agrees to cooperate with the Village in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Licensee shall produce, without cost to the Village, records which are responsive to and not exempt from a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Licensee shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. Licensee shall advise the Village if it maintains that any such records are exempt from disclosure, provided, however that in the event that the Village is found to have not complied with the Freedom of Information Act, based upon Licensee's failure to produce documents or otherwise appropriately respond to a request under the Act, then Licensee shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

q. All terms herein are subject to the Local Government and Governmental Employee's Tort Immunity Act, 745 ILCS 10-1-101 et seq.

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

VILLAGE:

VILLAGE OF CAROL STREAM,

By: \_\_\_\_\_

Joseph E. Breinig

Date: \_\_\_\_\_

Title: Village Manager

LICENSEE:

CHICAGO SMSA LIMITED  
PARTNERSHIP d/b/a Verizon Wireless

By: \_\_\_\_\_

Name: Lynn Ramsey

Date: \_\_\_\_\_

Title: Area Vice President Network

WITNESS:

\_\_\_\_\_



**EXHIBIT A**

**DESCRIPTION OF LAND**

Exhibit A to the Agreement dated \_\_\_\_\_, by and between the VILLAGE OF CAROL STREAM, as Village, and CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS Licensee.

The Land is described and/or depicted as follows:

THE METES AND BOUNDS LEGAL DESCRIPTION WILL BE ATTACHED AT A LATER DATE.

and commonly known as: Water Tower No.4, 1015 Lies Rd., Carol Stream, IL 60188

P.I.N.: 01-24-300-021

**THAT PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST 1/4 WITH A LINE WHICH IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SOUTHWEST 1/4; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 212.13 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 207.99 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 212.07 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 202.83 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.**

## EXHIBIT B

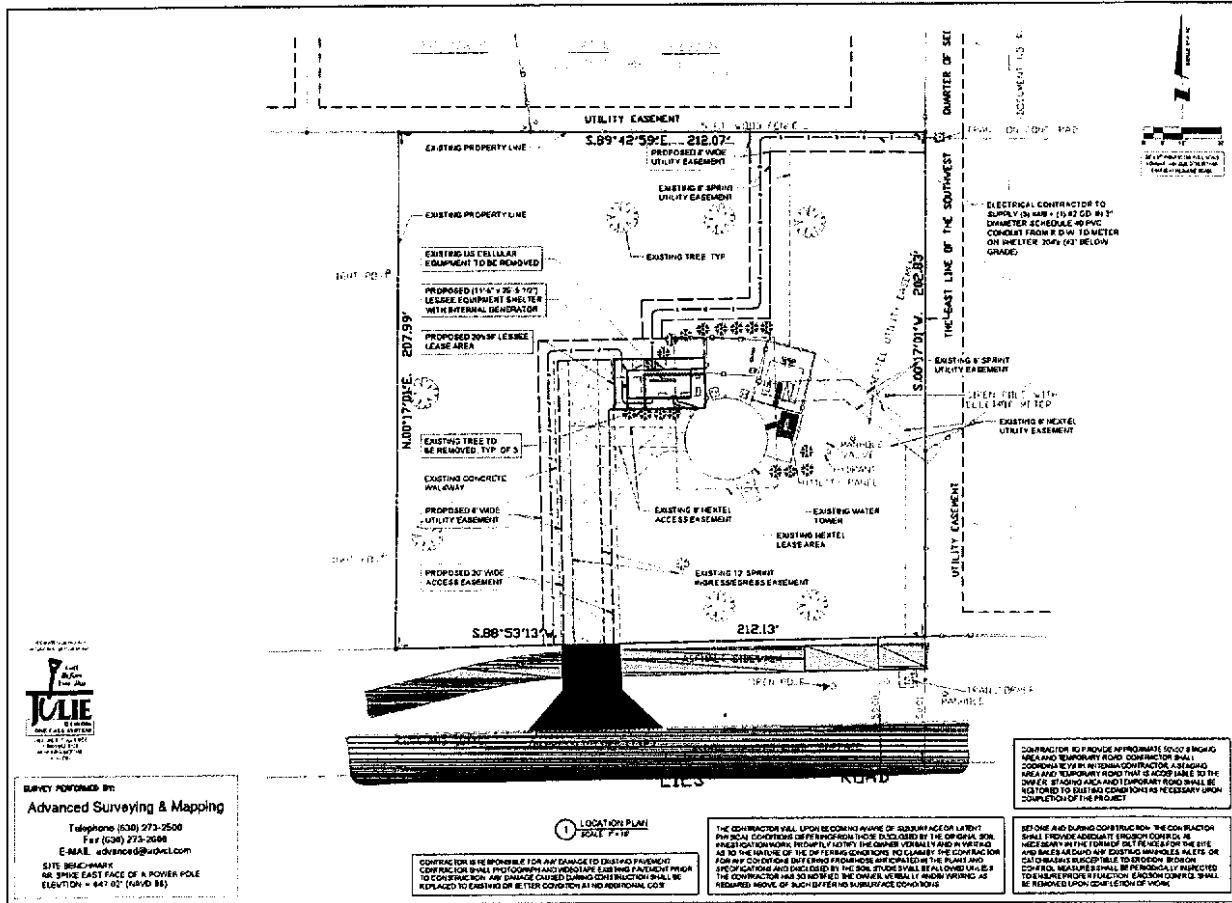
### DESCRIPTION OF LICENSED PREMISES

Exhibit B to the Agreement dated \_\_\_\_\_ by and between the VILLAGE OF CAROL STREAM and CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, as Licensee.

The Premises are described and/or depicted as follows:

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once Licensee receives it.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.



SURVEY PERFORMED BY:  
**Advanced Surveying & Mapping**  
 Telephone (630) 273-2500  
 Fax (630) 273-2608  
 E-MAIL: advanced@avsmcl.com  
 SITE BEARING MARK  
 60' SOUTH EAST FACE OF A POWER POLE  
 ELEVATION = 447.02' (NAVD 88)

1 LOCATION PLAN  
SCALE 1" = 10'

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING ADJACENT  
 CONSTRUCTION SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING ADJACENT  
 CONSTRUCTION AND DAMAGE CAUSED DURING CONSTRUCTION SHALL BE  
 REPAIRED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST

THE CONTRACTOR SHALL UPHOLD COMMON LAW OF SUBSURFACE OF LATENT  
 PHYSICAL CONDITIONS DISCOVERED FROM THOSE DISCOVERED BY THE ORIGINAL SOIL  
 INVESTIGATION WORK. PROPERLY NOTIFY THE OWNER VERBALLY AND IN WRITING  
 AS TO THE NATURE OF THE DISCOVERED CONDITIONS NO CLAIMS BY THE CONTRACTOR  
 FOR COVER OR A BUREAU FROM THE OWNER SHALL BE VALID UNLESS THE  
 SPECIFICATIONS AND DISCLOSED BY THE SOIL STUDY SHALL BE ALLOWED UNLESS  
 THE CONTRACTOR HAS SO ADVISED THE OWNER VERBALLY AND IN WRITING AS  
 REQUIRED. MOVE, OR BUREAU FROM SUBSURFACE CONDITIONS

CONTRACTOR TO PROVIDE APPROXIMATE 100' x 80' HIGH  
 AREA AND TEMPORARY ROAD CONSTRUCTION SHALL  
 CONFORM WITH ALL APPLICABLE REGULATIONS AND  
 AREA AND TEMPORARY ROAD THAT IS ACCORDANCE TO THE  
 OWNER'S DESIGN AND TEMPORARY ROAD SHALL BE  
 NOT CONSIDERED AS PART OF THE PROJECT UNLESS  
 COMPLETION OF THE PROJECT

SET ONE AND DURING CONSTRUCTION THE CONTRACTOR  
 SHALL PROVIDE ADEQUATE EROSION CONTROL AS  
 NECESSARY IN THE FORM OF SLOPE PROTECTION  
 AND SHALL MAINTAIN ALL EXISTING UNPAVED ALLEYS OR  
 DRIVEWAYS SUSCEPTIBLE TO DISRUPTION BY  
 CONSTRUCTION. MEASURES SHALL BE PROVISIONALLY INSTALLED  
 TO AVOID EROSION OF EXISTING DRIVEWAYS. EROSION CONTROL SHALL  
 BE REMOVED UPON COMPLETION OF WORK

**CHICAGO SMSA**  
 limited partnership  
 684 VERBON WIRELESS

---

**TERRA**  
 CONSTRUCTION MANAGEMENT  
 1000 N. LAKE ST. SUITE 100  
 CHICAGO, IL 60610  
 TEL: (773) 327-1000

NO.	DATE	DESCRIPTION	BY	CHKD.
1	08/11/08	ISSUED FOR PERMITS	JL	ML
2	08/11/08	ISSUED FOR PERMITS	JL	ML
3	08/11/08	ISSUED FOR PERMITS	JL	ML
4	08/11/08	ISSUED FOR PERMITS	JL	ML
5	08/11/08	ISSUED FOR PERMITS	JL	ML

LOC. #187968  
**WAYNE CENTER**  
 895 W. LES RD.  
 CAROL STREAM, IL 60188

DATE:	08/11/08
DESIGNER:	JL
CHECKER:	ML
DATE:	08/11/08
DATE:	08/11/08

LOCATION PLAN  
 SHEET NO. **LP**

## EXHIBIT C

### DESCRIPTION OF LICENSED PREMISES FACILITIES

Exhibit C to the Agreement dated \_\_\_\_\_, by and between the VILLAGE OF CAROL STREAM, and CHICAGO SMSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS, as Licensee.

The Facilities are described and/or depicted as follows:

A PARCEL OF LAND FOR LEASE AREA PURPOSES, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF THE INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER WITH A LINE WHICH IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 53 MINUTES 13 SECONDS WEST ALONG SAID PARALLEL LINE, 144.86 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 26 SECONDS WEST, 114.45 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 22.56 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 36.00 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 27 SECONDS EAST PERPENDICULAR TO THE LAST DESCRIBED COURSE, 20.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED, 35.00 FEET; THENCE NORTH 00 DEGREES 48 MINUTES 27 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 720.0 SQUARE FEET.

PROPOSED ACCESS EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR ACCESS EASEMENT PURPOSES, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF THE INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER WITH A LINE WHICH IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 53 MINUTES 13 SECONDS WEST ALONG SAID PARALLEL LINE, 144.86 FEET FOR A POINT OF BEGINNING; THENCE NORTH 01 DEGREES 06 MINUTES 26 SECONDS WEST, 114.45 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 22.56 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 27 SECONDS EAST, 20.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, 2.46 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 26 SECONDS EAST, 94.33 FEET TO SAID PARALLEL LINE; THENCE SOUTH 88 DEGREES 53 MINUTES 13 SECONDS WEST ALONG SAID PARALLEL LINE, 20.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2338.2 SQUARE FEET.

PROPOSED UTILITY EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND FOR UTILITY EASEMENT PURPOSES, BEING THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF THE INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER WITH A LINE WHICH IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 88 DEGREES 53 MINUTES 13 SECONDS WEST ALONG SAID PARALLEL LINE, 144.86 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 53 MINUTES 13 SECONDS WEST, 8.00 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 26 SECONDS WEST, 122.49 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 41.82 FEET; THENCE NORTH 00 DEGREES 57 MINUTES 16 SECONDS WEST, 15.37 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 43.48 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 40 SECONDS EAST, 67.09 FEET TO THE SOUTH LINE OF LOT 118 IN HERITAGE GLEN PHASE II UNIT NO. 2A ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1988 AS DOCUMENT #R88-120893; THENCE SOUTH 89 DEGREES 42 MINUTES 59 SECONDS EAST ALONG SAID SOUTH LINE, 8.00 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 40 SECONDS WEST, 74.94 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, 43.31 FEET; THENCE SOUTH 00 DEGREES 57 MINUTES 16 SECONDS EAST, 7.37 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 33 SECONDS EAST, 16.78 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 27 SECONDS EAST, 8.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, 58.56 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 26 SECONDS EAST, 114.45 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 2454.7 SQUARE FEET.


**EXHIBIT D**

**LICENSE FEES**

**[Schedule of annual increases to Monthly License Fee]**

Lease Year:	Monthly License Fee:
Initial Term Yr. 1	\$3,500.00
Initial Term Yr. 2	\$3,640.00
Initial Term Yr. 3	\$3,785.60
Initial Term Yr. 4	\$3,937.02
Initial Term Yr. 5	\$4,094.51
Initial Term Yr. 6	\$4,258.29
Initial Term Yr. 7	\$4,428.62
Initial Term Yr. 8	\$4,605.76
Initial Term Yr. 9	\$4,789.99
Initial Term Yr. 10	\$4,981.59
1st Ext. Term Yr. 11	\$5,180.86
1st Ext. Term Yr. 12	\$5,388.09
1st Ext. Term Yr. 13	\$5,603.61
1st Ext. Term Yr. 14	\$5,827.76
1st Ext. Term Yr. 15	\$6,060.87
2 <sup>nd</sup> Ext. Term Yr. 16	\$6,303.30
2 <sup>nd</sup> Ext. Term Yr. 17	\$6,555.43
2 <sup>nd</sup> Ext. Term Yr. 18	\$6,817.65
2 <sup>nd</sup> Ext. Term Yr. 19	\$7,090.36
2 <sup>nd</sup> Ext. Term Yr. 20	\$7,373.97

*Village of Carol Stream*  
Interoffice Memorandum

MEMO TO: Joe Breinig, Village Manager  
FROM: Philip J. Modaff, Director of Public Works   
DATE: May 26, 2015  
RE: Motion to Approve Design, Bidding and Construction Oversight Services for Pumping Station Improvement Project

The current budget provides funding for the WRC Pumping Station Improvement Project. In the past several years two primary pump systems and one secondary pump system have been fully rehabilitated and the gear box and related mechanical equipment serving another secondary screw was also rehabilitated. This work was identified as a phased project in the WRC Capital Improvements Plan completed in December 2010 with the assistance of Baxter & Woodman.

In preparation for the pump rehab work from FY15 that is nearing completion the Village solicited proposals from Baxter & Woodman and CH2MHill/OMI for project design, bidding and construction oversight services. CH2MHill/OMI was awarded the work and they have performed satisfactorily on the recent phase of this project.

The final phase of this project as contemplated in this year's budget includes one primary and one secondary pump system rehab and rehab of the screw for the remaining secondary pump. The work scheduled for each pump is detailed in Exhibits A & B of the attached proposal.

The current budget provides \$650,000 for this project, including engineering and construction. Along with their proposal for engineering services at \$9,500, CH2MHill/OMI has provided an estimate of probable costs for construction in the amount of \$455,000. Following the bid process staff will return to the Village Board for approval of a construction contract.

I am recommending a motion to approve an agreement with CH2MHill/OMI for project design, bidding and construction oversight services in the amount of \$9,500 for the Pumping Station Improvement Project.

Attachments



O & M Services Group  
2121 S. Lemay  
Englewood, Colorado 80208  
O - 303 255 3400  
www.ch2m.com

May 27, 2015

Mr. Phil Modaff  
Director of Public Works  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, Illinois 60188

**Subject:** Out-of-Scope/Additional Services Letter  
Provide Project Management Services for Rehabilitation of the Primary Screw Pump #1 and the Secondary Screw Pumps #1 and #3.

Dear Mr. Modaff:

As you are aware, CH2M has been asked to perform the below described Out of Scope Services for the Village of Carol Stream. The Village of Carol Stream ("Client") is proposing to remove, rebuild and re-install three screw pumps at the Water Reclamation Center. This letter confirms the out of scope services to be performed by CH2M related to the Primary and Secondary Screw Pump rehabilitation project as follows:

**Scope of Services:**

Per the Scopes of Work attached as Exhibit A, and Exhibit B. Operations Maintenance International, Inc. ("CH2M") will provide project management services for the Rehabilitation of the Primary Screw Pump #1, Secondary Screw Pumps #1 and #3 at the Carol Stream Water Reclamation Center. CH2M will provide a Project Manager to oversee the project (scope, schedule, and budget) and the subcontractor, as follows

1. CH2M shall prepare project specifications and bid packet in accordance with Client bid documents and process. Client will publish bid notice and CH2M will solicit bids from potential bidders and answer all questions from bidders regarding the project. Bid opening by the Client to be held at the Client's Department of Public Works.
2. CH2M will review all responsive bids and make recommendation to Client for award.
3. Prepare project schedule and review with Client, prior to implementation.
4. Facilitate a pre-construction meeting
5. Facilitate daily safety meetings and weekly construction meetings. Prepare meeting notes and distribute to project team and Director of Public Works.
6. Coordinate any required permits with subcontractor and local jurisdiction.
7. Request and review submittals on pump rebuild materials to confirm materials meets client specifications.

8. Respond to contractor questions during construction.
9. On-site staff will provide support during shutdown coordination for replacement.
10. Review and recommend action on all pay requests, including but not limited to Waiver of Lien and Certified Payroll documents for purposes of Prevailing Wage Act compliance.
11. Review and recommend action on all change order requests.

**Assumptions:**

- No design documents required for rebuild of pumps, replacement with like equipment.
- Cost of equipment replacement and labor is excluded.
- CH2M shall not be responsible for the health and safety of the subcontractor.

CH2M anticipates completion based on the following:

- Rehabilitation of the #1 Primary Screw Pump and #1 and #3 Secondary Screw Pumps (Project A and B) to be completed within four (4) months after written acceptance of this letter. The schedule may change if it is determined that the reducer addressed in the Scope of Work will need to be replaced after evaluation. If the schedule changes, CH2M HILL OMI will provide the Village of Carol Stream an updated schedule as soon as practical.
- CH2M HILL OMI will perform the services as described in the proposal for a lump sum fee of \$ 9,500. The Total Project cost is estimated at \$455,000.
- The project will be performed under the terms and conditions of the Agreement between Operations Management International, Inc. and the Village of Carol Stream dated April 20, 2011.
- This proposal is valid for 30 days from the date of the proposal.

For the avoidance of doubt, the following provisions are applicable to the services under this Out-of-Scope/Additional Services letter. The below provisions supersede the provisions of the Agreement for the services described herein only:

**Client Responsibilities:**

- **Client-Furnished Data.** Client will provide to CH2M HILL OMI all data in Client's possession, including copies of all applicable project requirements, design criteria or constraints, design and construction details or standards, previous reports, surveys, process descriptions, material balance sheets, process and instrumentation diagrams, and other information required or relating to CH2M HILL OMI's services. CH2M HILL OMI will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Client.
- **Access to Facilities and Property.** Client will make its facilities accessible to CH2M HILL OMI as required for CH2M HILL OMI's performance of its services and will provide labor and safety equipment as required by CH2M HILL OMI for such access. Client will perform, at no cost to CH2M HILL OMI, such tests of equipment, machinery, pipelines, and other components of Client's facilities as may be required in connection with CH2M HILL OMI's services.
- **Advertisements, Permits, and Access.** Client will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal



authorities; and land, easements, rights-of-way, and access necessary for CH2M HILL OMI's or project related construction.

- **Timely Review.** Client will examine CH2M HILL OMI's reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as Client deems appropriate; and render in writing decisions required by Client in a timely manner.
- **Prompt Notice.** Client will give prompt written notice to CH2M HILL OMI whenever Client observes or becomes aware of any development that affects the scope or timing of CH2M HILL OMI's Services, or of any defect in the work of CH2M HILL OMI.
- **Asbestos or Hazardous Substances.** If asbestos or hazardous substances in any form are encountered or suspected, CH2M HILL OMI will stop its own work in the affected portions of the services to permit Client testing and evaluation and remediation. Client recognizes that CH2M HILL OMI assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL OMI.

#### **CH2M HILL Obligations:**

**CH2M HILL OMI does not warrant the services, materials, or equipment not provided by CH2M HILL OMI. All other warranties, express or implied, including any warranty of merchantability and any warranty of fitness for a particular purpose are expressly disclaimed.**

#### **CH2M HILL OMI's Insurance**

CH2M HILL OMI will maintain throughout this AGREEMENT the following insurance:

Worker's compensation and employer's liability insurance as required by the state where the work is performed.

Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.

Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of CH2M HILL OMI or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.

Client will be named as an additional insured with respect to CH2M HILL OMI's liabilities hereunder in insurance coverages identified above (except with respect to worker's compensation and employer's liability insurance) and CH2M HILL OMI waives subrogation against Client as to said policies.

#### **Indemnification**

CH2M HILL OMI shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including litigation costs and attorney's fees, to the extent that such are due to the negligent actions of CH2M HILL OMI directly related to the services under this letter. Similarly, Client shall indemnify and hold CH2M HILL OMI harmless from any and all claims, damages, losses, and expenses, including litigation

costs and attorney's fees, to the extent that such are due to actions or inactions of Client directly related to the services under this letter. Client's indemnification of CH2M HILL OMI specifically extends to, but is not limited to, the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of the sole negligence of CH2M HILL OMI, and limited to the extent that CH2M HILL OMI is negligent in the performance.

#### **Termination**

Services under this letter may be terminated by CH2M HILL OMI for its convenience on thirty (30) calendar days' written notice; or by either party for cause upon thirty (30) calendar days' written notice to the other party, if either party fails to substantially perform through no fault of the other and does not commence correction of such nonperformance within five (5) calendar days of written notice and diligently complete the correction thereafter.

On termination, CH2M HILL OMI shall be paid for all authorized services performed up to the termination date. If termination is for convenience, CH2M HILL OMI shall be paid termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs. If no notice of termination is given, relationships and obligations created by this letter will be terminated upon completion of all applicable requirements of this letter.

#### **Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

If these terms are agreeable to you, please sign both copies of this letter. We will return one fully executed original for your files. CH2M HILL OMI will utilize the fully executed letter as the notice to proceed.

CH2M HILL OMI appreciates the opportunity to provide these additional services to the Village of Carol Stream. If you have any questions or concerns regarding this letter please feel free to contact me by phone at 630 653-5499 or Daniel.Hughes3@ch2m.com

Sincerely,

*Daniel J. Hughes*

Daniel J. Hughes  
Area Manager, CH2M HILL OMI

Enclosure (Exhibit A, Scope of Work for Project A)  
Enclosure (Exhibit B, Scope of Work for Project B)

**Both parties indicate their approval of the above described services by their signature below.**

Authorized by  
Operations Maintenance International, Inc.

\_\_\_\_\_

Date: \_\_\_\_\_

Authorized by:  
Village of Carol Stream

\_\_\_\_\_

Joe Breinig  
Village Manager

Date: \_\_\_\_\_

Exhibit A  
Scope of Work for Project A

**Carol Stream Repair and Rehabilitation of the Primary Screw Pump #1  
(Dated May 27, 2015)**

**General Description**

CH2M HILL OMI to provide the repair and rehabilitation of the Primary Screw Pump #1 at the Carol Stream Water Reclamation Center. This includes the removal, rebuilding and re-installation of the existing Screw Pump #1. All work is to be provided by subcontractors, with the project oversight by CH2M HILL OMI.

**Descriptions:**

**Removal, Rehabilitation and Re-Install of #1 Primary Screw Pump:**

- 1) Remove cover and deflector plates.
- 2) Disconnect screw from upper and lower stub shaft assemblies.
- 3) Remove screw and transport to Subcontractor's facility.
- 4) Remove three inches off the outer edge of the fighting, along the entire length of the screw pump. Seal weld a 5" wide x 1/4" thick steel strip along the outer edge of the fighting. The new steel strip shall overlap the remaining flight edge by 2". Two continuous seal welds shall be located at the top of remaining flight edge and the bottom of the new steel strip edge. Call for inspection for CH2M HILL to inspect metal work prior to final coating.
- 5) Abrasive blast, clean near white torque tube and flights.
- 6) Re-coat auger torque tube and flights with one coat of Wasser MC-Zinc (3 mils DFT) and two coats (14 total mils DFT) of Wasser MC-Tar.
- 7) Finish paint upper and lower bearing housings with machine grey.
- 8) Re-install screw pump assembly including upper and lower stub shaft assemblies, motor and reducer, and new stainless steel deflector plates.
- 9) Re-install fiberglass cover.

**Gear Reducer Rebuild:**

- 1) Gear reducer to be disassembled and inspected for condition of parts; to include removal of pulleys and output shaft coupling, installation of new shaft coupling, installation of new seals and bearings in gear reducer, measurement of journal and housing fits and record, sandblasting and cleaning of all parts, reassembly of reducer, a test run with the motor in subcontractor's facility, and recording of all test data and vibrations. Install new backstop, return old.
- 2) If there are any parts, including related services that are in need of replacement after breakdown and inspection of the equipment, subcontractor

is to acquire necessary items and complete the repair. NOTE – If needed, this will be in addition to the estimated cost within this proposal.

**Equipment and Parts required:**

- 1) New parts for pump consist of 9" upper bearing assembly with shaft.
- 2) New 6" lower bearing assembly with shaft.
- 3) Gear coupling assembly.
- 4) Deflection plates with brackets (stainless steel).
- 5) Remove old grout and re-grout during assemble.
- 6) New grease pump assembly.
- 7) New back stop external with gear box
- 8) Replace mild steel supports on fiberglass covers with 304 stainless steel
- 9) Install new stainless steel c channel with mounting brackets to be furnished and installed by contractor for fiberglass covers.

**NOTE – If CH2M HILL OMI determines the gear reducer rebuild costs to exceed 50% of a new replacement unit, Subcontractor will provide a new unit at cost. If needed, this will be in addition to the estimated cost within this proposal.**

**Delivery of Equipment:**

- 1) If needed, the estimated shipment of equipment/parts is 10-12 weeks for the reducer.
- 2) Estimated shipment of all other items is 8-10 weeks after acceptance of this letter, subject to CH2M HILL OMI' supplier's backlog at time of order.

**Technical Assumptions:**

- 1) All services completed onsite at the Carol Stream Water Reclamation Center are to take place during normal working hours, Monday to Friday 6am to 5pm. unless approved by the Project Manager.
- 2) The above services and cost do not include any permit fees.
- 3) All work performed onsite is to be supervised by CH2M HILL OMI during normal working hours.
- 4) The screw pump is to be reviewed by CH2M HILL OMI at the subcontractor's facility were the rehab work is being performed when repair and blasting are complete and before painting starts.
- 5) The screw Pump being installed is like kind equipment, therefore no startup training is to be provided unless requested by the Village of Carol Stream.
- 6) Standby pumping is not included in the above scope or CH2M HILL OMI estimated cost. If standby pumping becomes necessary, the Village of Carol Stream will be billed at the cost.

**Deliverables:**

- 1) Start-up is to be provided by installation subcontractor and CH2M HILL OMI after proper verification by Lakeside Equipment.
- 2) One (1) operation and maintenance manual for the new equipment.

Exhibit B  
Scope of Work for Project B

**Carol Stream Secondary Screw Pumps #1 and #3  
Rehabilitation Project  
(Dated May 27, 2015)**

**General Description**

CH2M HILL OMI to provide the repair and rehabilitation of the #1 and #3 Secondary Screw Pumps at the Carol Stream Water Reclamation Center. This includes the removal, rebuilding and re-installation of the existing #1 and #3 Secondary Screw Pump. All work is to be provided by subcontractors, with the project oversight by CH2M HILL OMI.

**Descriptions:**

**Removal, Rehabilitation and Re-Install of Secondary Screw Pumps #1 and #3:**

- 1) Remove cover and deflector plates.
- 2) Disconnect screw from upper and lower stub shaft assemblies.
- 3) Remove screw and transport to Subcontractor's facility.
- 4) Remove three inches off the outer edge of the flighting, along the entire length of the screw pump. Seal weld a 5" wide x 1/4" thick steel strip along the outer edge of the flighting. The new steel strip shall overlap the remaining flight edge by 2". Two continuous seal welds shall be located at the top of remaining flight edge and the bottom of the new steel strip edge. Call for inspection by CH2M HILL prior to final coating.
- 5) Abrasive blast, clean near white torque tube and flights.
- 6) Re-coat auger torque tube and flights with one coat of Wasser MC-Zinc (3 mils DFT) and two coats (14 total mils DFT) of Wasser MC-Tar.
- 7) Re-install screw pump assembly including upper and lower stub shaft assemblies, motor and reducer, and new stainless steel deflector plates.
- 8) Re-install fiberglass cover.
  - i. **NOTE: Both Screws cannot be removed at the same time. Need to leave at least two screws in operation at all times.**
  - ii. **NOTE: Secondary Screw #3 upper and lower bearing assemblies and shafts will be reused.**
  - iii. **NOTE: Secondary Screw #3 will need 7" of new steel.**
  - iv. **Finished painting (machinery gray) of all upper and lower bearings.**

**Gear Reducer Rebuild Secondary Screw Pump #1:**

- 1) Gear reducer to be disassembled and inspected for condition of parts; to include removal of pulleys and output shaft coupling, installation of new shaft coupling, installation of new seals and bearings in gear reducer, measurement of journal and housing fits and record, sandblasting and cleaning of all parts, reassembly of reducer, a test run with the motor in subcontractor's facility, and recording of all test data and vibrations. Install new internal backstop.
- 2) If there are any parts, including related services that are in need of replacement after breakdown and inspection of the equipment, subcontractor is to acquire necessary items and complete the repair. **NOTE – If needed, this will be in addition to the estimated cost within this proposal.**

**Equipment and Parts required for Secondary Screw Pump #1:**

- 1) New parts for pump consist of 6" upper bearing assembly with shaft.
  - 2) New 4" lower bearing assembly with shaft.
  - 3) Tapered lock bushing assembly.
  - 4) Deflection plates with brackets (stainless steel).
  - 5) New Grease Pump Assembly
  - 6) New back stop with gearbox
- i. **NOTE – If CH2M HILL OMI determines the gear reducer rebuild costs to exceed 50% of a new replacement unit, Subcontractor will provide a new unit at cost. If needed, this will be in addition to the estimated cost within this proposal.**

**Equipment and Parts required for Secondary Screw Pump #3:**

- 1) Deflection plates with brackets (stainless steel).
  - 2) New Grease Pump Assembly
  - 3) Replace mild steel supports on fiberglass covers with 304 stainless steel
  - 4) Install new stainless steel c channel with mounting brackets to be furnished and installed by contractor for fiberglass covers.
- i. **NOTE – If CH2M HILL OMI determines the gear reducer rebuild costs to exceed 50% of a new replacement unit, Subcontractor will provide a new unit at cost. If needed, this will be in addition to the estimated cost within this proposal.**



**Delivery of Equipment:**

- 1) If needed, the estimated shipment of equipment/parts is 8-10 weeks for the reducer.
- 2) Estimated shipment of all other items is 8-10 weeks after acceptance of this letter, subject to CH2M HILL OMI's supplier's backlog at time of order.

**Technical Assumptions:**


- 1) All services completed onsite at the Carol Stream Water Reclamation Center are to take place during normal working hours, Monday to Friday 6am to 5pm, unless approved by the Project Manager.
- 2) The above services and cost do not include any permit fees.
- 3) All work performed onsite is to be supervised by CH2M HILL OMI during normal working hours.
- 4) The screw pump is to be reviewed by CH2M HILL OMI at the subcontractor's facility where the rehab work is being performed when repair and blasting are complete and before painting starts.
- 5) The screw Pump being installed is like kind equipment, therefore no startup training is to be provided unless requested by the Village of Carol Stream.
- 6) Standby pumping is not included in the above scope or CH2M HILL OMI estimated cost. If standby pumping becomes necessary, the Village of Carol Stream will be billed at cost.

**Deliverables:**

- 1) Start-up is to be provided by installation subcontractor and CH2M HILL OMI after proper verification by Lakeside Equipment.
- 2) One (1) operation and maintenance manual for the new equipment.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: May 27, 2015

RE: Agenda Item – Recommendation to Waive Competitive Bidding and Approve a Job Order Contract (JOC) with Kellogg Brown & Root (KBR) LLC – WRC Administration and Blower Building #1 Roof Replacements

The FY2016 budget contains \$180,000 for work on two WRC building roofs (Administration and blower building #1). Staff is recommending the use of a Job Order Contract (JOC) for these two roof replacements in the amount of \$177,209.79. Over the past several years the Village has utilized JOC contractors under both a City of Naperville contract and a DuPage County contract to complete the following projects: tuckpointing at the Public Works Center, replacement of the salt dome roof and replacement of roofs on the WRC sludge building and control building.

Job Order Contracting (JOC) is similar to joint purchasing of products, where one agency will seek bids for certain products (such as vehicles and salt through the State of Illinois) and other government agencies are allowed under State statute to take advantage of the contract pricing. The process for selecting a JOC contractor includes a rigorous Request for Proposals (RFP) process which solicits unit pricing on thousands of items. Following a review process of pricing and qualifications of participating contractors a JOC contract is awarded and allows that contractor to be available for a wide variety of construction projects.

When the Village first considered the JOC process staff from Public Works and Engineering reviewed the available programs, made a presentation at a regular meeting of the Village Board, and worked with the Village Attorney to review the legal authority for participating in the program and the associated contract documents.

There are multiple benefits which make the JOC process attractive for some projects:

- Saves staff time and/or consultant expense in development of detailed specifications
- Saves staff time in preparation of bid documents and the expense of advertising bids
- Saves staff time in hosting pre-bid conferences/site tours, responding to bidder inquiries, preparation and distribution of bid addendums, reviewing bids, checking references and preparing bid tabulations
- Reduces exposure to change orders as a result of failure to accurately define scope
- Reduces exposure to extraordinary unit costs for items made necessary due to change in scope during construction since all unit pricing is already established under the Naperville contract

Page Two  
May 27, 2015

The JOC program being recommended for this project allows governmental agencies to secure construction services under a contract awarded by DuPage County under the National Intergovernmental Purchasing Alliance (NIPA). Kellogg Brown & Root (KBR) is the JOC contractor under the DuPage County Contract. KBR completed a roof replacement at the WRC in the prior fiscal year and performed to staff's satisfaction.

I have recently solicited a proposal from KBR for the two budgeted roof projects in the amount of \$177,209.79. Attached are copies of the following documents:

- Job Order Contract document
- KBR's proposal and Scope of Work
- DuPage County Cooperative Purchasing Master Agreement Award for Job Order Contracting (County Resolution #CP-001-12)

Staff recommends that the Mayor and Board approve a motion waiving competitive bidding and approving a job order contract with Kellogg Brown & Root (KBR) LLC for the WRC Administration and Blower Building #1 Roof Replacements in the amount of \$177,209.79

Attachments

**JOB ORDER CONTRACT**

**JOB ORDER NUMBER:** CS-01-15  
**JOB ORDER NAME:** Village of Carol Stream  
WRC Roof Replacements – Administration and Blower Buildings  
**CONTRACTOR NAME:** Kellogg Brown & Root LLC (KBR LLC)  
**LOCATION:** Water Reclamation Center (WRC) – Village of Carol Stream  
245 Kuhn Road, Carol Stream, IL 60188

This JOB ORDER CONTRACT is made and entered into this 1st day of June, 2015, by and between the Village of Carol Stream (hereinafter the "Village") and Kellogg Brown & Root LLC (hereinafter "Contractor").

**RECITALS**

WHEREAS, the County of DuPage, Illinois is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) in a Principal Procurement Agency (PPA) capacity to secure multi-state volume purchasing contracts; and

WHEREAS the County of DuPage, Illinois published Request for Proposal #P11-003, received and reviewed proposals and awarded Job Order Contract Number CP-001-12 to Contractor; and

WHEREAS, the Village desires to proceed with the replacement of the roof on the WRC Administration and Blower buildings through the County of DuPage's Cooperative Purchasing Master Agreement for Job Order Contracting and to purchase construction services and materials under the general terms and provisions of the County of DuPage Contract Number CP-001-12, including all addenda issued thereto; and

WHEREAS, the Contractor has agreed to provide such construction services and materials for the replacement and construction of the roof on the WRC Administration and Blower buildings under the general terms and provisions of the County of DuPage Contract Number CP-001-12, including all addenda issued thereto; and

WHEREAS, the Contractor has provided the Village with a proposal, which proposal has been incorporated into the Detail Scope of Work, Job Order Number CS-01-15 dated May 20, 2015, a copy of which is attached hereto as Exhibit A.

NOW THEREFORE, in consideration of the terms and conditions of this Job Order Contract Number CS-01-15, the parties hereto agree as follows:

1. The terms and conditions of this Job Order Contract Number CS-01-15 shall be governed by and shall include all terms and provisions of the County of DuPage Contract Number CP-001-12, including all addenda issued thereto, and shall be incorporated into the terms, conditions and provisions of Job Order Contract Number CS-01-15 between the parties hereto except as modified as follows:

- A. The Scope of Work, including all labor and materials, for this Job Order Contract, Number CS-01-15 and the cost of such work is hereby set forth in Exhibit A attached hereto.
- B. Whenever within Job Order Contract Number CS-01-15 the terms Agency, City or Owner are used, those terms shall mean the Village of Carol Stream.
- C. Prior to commencement of construction, Contractor shall provide the Village with both a Payment and Performance Bond in the amount of \$177,209.79 from a surety acceptable to the Village and in accordance with the terms set forth in AIA Document A312TM - 2011.
- D. Prior to commencement of construction, the Contractor shall provide the Village with a Certificate of Insurance for the Insurance and at such limits as set forth in County of DuPage Contract Number CP-001-12. The Commercial General Liability and Automobile Liability policies shall contain or be endorsed to contain the Village, its officers, agents and employees as Insured and shall be primary insurance and not contribute with the Village's insurance or self-insurance. The Worker's Compensation insurer shall waive all rights of subrogation against the Village for injuries to employees of the Insured resulting from the work for the Village or use of the Village's premises or facilities.
- E. This Job Order Contract is subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/01 et seq. and labor prices shall be based upon the prevailing wages in the DuPage County area as determined by the Illinois Department of Labor. The Contractor shall indemnify, hold harmless and defend the Village from any failure of the Contractor to comply with the provisions of the Prevailing Wage Act.

- F. Contractor will be required to maintain all records and documents for the project in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the village, any records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village 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 Village and if possible, the Village shall request an extension so as to comply with the Act. In the event that the Village 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.
- G. The Contractor shall warrant the WRC Control Building Roof to be free from defects in materials and workmanship for a period of 1 year from the date of final acceptance of the completed project by the Village; provided however, that all materials that have a manufacturer's warranty in excess of 1 year shall be warranted for the full period of the manufacturer's warranty, which warranty shall be transferred to the Village on the date of final acceptance of the completed project.
- H. The Contractor shall secure all building permits for the project within ten (10) days after the date of execution of the Contract by both Parties and the Contractor shall complete the project within sixty (60) days thereafter.
- I. Payment of 90% of the Contract Price shall be made upon completion of the project and the balance paid within thirty (30) days of completion of any "punch list" items required and final acceptance of the work by the Village. There shall be no Economic Price Adjustments to this Contract.

J. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) overnight courier, or (3) registered or certified mail, postage prepaid, return receipt requested.

If to Village: Director of Public Works  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188

If to Developer: KBR  
860 Champions Drive  
Columbia, Missouri 65201

ACCEPTED:

(Village Seal)

VILLAGE OF CAROL STREAM

Attest:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor

(Corporate Seal)

CORPORATE NAME

Attest:

KBR  
By: Thom Settt By [Signature]  
Secretary President

By: \_\_\_\_\_  
Secretary

SUBSCRIBED AND SWORN BEFORE ME

This 20 day of May, 2015

MY COMMISSION EXPIRES:

DEBBIE MUSTEII-LIGHTBOURN  
[Signature]  
NOTARY PUBLIC



DEBBIE LIGHTBOURN  
My Commission Expires  
June 18, 2017  
Boone County  
Commission #13494582

Exhibit "A"

Contract #: CP-001-12  
Job Order #: CS-01-15

**KBR**  
Industrial Services - On Call Construction  
Proposal Cover Sheet

860 Champions Drive  
Columbia Missouri, 65201  
Phone: 573.441.0365  
Fax: 573.441.0364

**PROJECT DATA:**

RFP # CS-01-15  
Subject: Cost Estimate  
Title: WRC Roof Replacement  
  
Location: Carol Stream  
Date: May 20, 2015

**COST DATA:**

(2011 RS Means Facilities Construction Cost Data)

Total RS Means Bare Cost Pricing		\$146,648.29
<b>Subtotal</b>		<b>\$146,648.29</b>
<b>DuPage County Coefficient</b>	<b>1.2084</b>	<b>\$177,209.79</b>
Revisions (if needed)		\$0.00
<b>Total Direct Cost</b>		<b>\$177,209.79</b>
Non Prepriced Line Items		
Subtotal		\$0.00
x Non Prepriced Coefficient	0.25	0.00
<b>Non Prepriced Subtotal</b>		<b>\$0.00</b>
<b>GRAND TOTAL</b>		<b>\$177,209.79</b>

**PERFORMANCE DATA:**

Construction Performance Period: **45 Calendar Days From NTP**  
Write Subcontracts: **5 Calendar Days From NTP**  
Submittals: **5 Calendar Days From NTP**

Weather Restrictions: **According to NOAA per NIPA DuPage County General Conditions**  
Other Restrictions: **NONE**

**SUPPORTING DATA:**

- A. Scope Of Work
- B. Detailed List of Prepriced Items



## SCOPE OF WORK

**DATE:** 5/20/15  
**RFP No:** CS-01-15  
**TITLE:** WRC Roof Replacement

- 1.0 In accordance with KBR JOC Specifications, the City of Carol Stream and General and Special Conditions, State and Local Building Codes, the contractor shall furnish all labor, materials, tools, supervision, equipment, transportation, insurances, overhead, and all other items of expense or service necessary for and incidental to construction of this project as indicated on the provided drawings and specifications.

Contract General and Special Conditions are located within the contract Master Agreement.

ALL QUESTIONS OR CONCERNS ARE TO BE DIRECTED TO KBR VIA Greg Frer at greg.frer@kbr.com or by calling 630-391-8828. Contractors are not to inquire or seek information from Architects, Consultants or Carol Stream personnel. All questions or concerns are to be addressed via RFI to KBR.

The work includes but is not limited to the following:

Work will be conducted under normal business hours during the week.

The road will need to be closed for any crane picks during the projects.

Permits are required but paid for by the customer. This project is based prevailing or union wage and tax exempt.

Dumpster/s to be provided by KBR.

### GENERAL NOTES:

- 1.0.1 After the issuance of a Notice-to-Proceed (NTP) and a signed contract from KBR, subcontractors shall submit for approval all required submittals as listed in the provided submittal log of the project specification, and/or paragraph 3.0 of this document, prior to the purchasing and installation of such items.
- 1.0.2 Prior to the commencement of any work any and all subcontractors shall submit to KBR their individual progress schedule for approval and for the incorporation into a Master Progress Schedule to be provided to the client for tracking purposes.
- 1.0.3 All contractors will provide KBR with a scope clarification letter that explicitly identifies the task included in their base and or alternate bids where applicable. All contractors will provide KBR with a list of lower tier subcontractors, material suppliers, and employees expected to perform work under their supervision during this project. All contractors will provide KBR with an itemized breakdown of labor and equipment rates to be used if change orders are to be processed and issued.
- 1.0.4 Permits are required on this project.

## SCOPE OF WORK

DATE: 5/20/15  
RFP No: CS-01-15  
TITLE: WRC Roof Replacement

- 1.0.5 Safety plans shall consider all possible work activities, appropriate safety considerations, and all OSHA and KBR safety rules and regulations. Each contractor must have a current Safety Plan on file with KBR prior to commencing work.
- 1.0.6 Subcontractor shall provide a daily report to KBR at the beginning of the following business day. KBR will provide blank forms to subcontractor to be filled out if necessary.
- 1.0.7 **Daily clean-up is mandatory. Each trade is responsible for the clean up of associated debris.** Remove all debris from the building and place in either an approved on-site dumpster or to an approved landfill located off of the owner's property. No owner trash receptacles shall be used at any time during the performance of the requested work by the subcontractor. All hallways, stairwells, corridors and elevators will be cleaned daily where construction traffic is evident.
- 1.0.8 Subcontractor is responsible for the protection of Carol Stream facilities and services during demolition and construction. Any Carol Stream property, facilities or services damaged during demolition or construction activities it is the sole responsibility of the Subcontractor to restore these to like or better condition at no additional cost to Carol Stream or KBR.
- 1.0.9 Unforeseen Site Conditions encountered by the subcontractor are to be brought to the immediate attention of KBR Project Management Staff. Upon notification, an on site meeting with Carol Stream and KBR Staff will be held to evaluate the situation and determine the appropriate methods and costs associated to remedy the condition. The subcontractor will be allowed an opportunity to price the additional work if needed. It is the responsibility of each performing contractor to receive a Change Order Proposal Request, initiated either by KBR or at the request of the performing contractor, followed by a Change Order Proposal and an approved Change Order prior to commencing work. Failure to comply with this directive will result in the nullification of any Change Order Proposal or Change Order Request for additional work. Unauthorized additional work will not be compensated.
- 1.0.10 Security, safety and storage of all materials and equipment are the sole responsibility of the subcontractor. If an on-site storage container or area is approved, KBR and Carol Stream assume no responsibility for the protection or security of the container, storage area or the contents therein.
- 1.0.11 The subcontractor will coordinate access to the property through KBR, and the subcontractor shall not make any type of arrangements with Carol Stream personnel.
- 1.0.12 Arrangement for parking and/or parking permitting is the responsibility of the subcontractor. The subcontractor shall verify parking conditions of the project site prior to bid.

## SCOPE OF WORK

**DATE:** 5/20/15  
**RFP No:** CS-01-15  
**TITLE:** WRC Roof Replacement

- Included but not limited to:**
- 1.1 WRC Administration: 07000**
- 1.1.1 Full time fall protection requirements are required when working on a leading edge unless a fall arrest rail system is used and within the OSHA guidelines.
  - 1.1.2 Provide a crane and crew to hoist material on the roof.
  - 1.1.3 Provide dumpsters or waiting truck and remove demolish material from the grounds.
  - 1.1.4 Remove or vacuum river rock, cut away existing bituminous sheet material and felt paper and insulation (existing is two layers of approximately 5" thick plus tapper) and remove.
  - 1.1.5 Provide and install mechanically fastened two (2) layers of 2" iso-board rigid insulation on all flat roof surfaces using screws and plates with staggered seams covering the entire roof meeting the minimum code value and using the existing deck slope as needed for drainage to strainers.
  - 1.1.6 Provide and install to manufacturer recommendation approximately 6700SF, 50 mil, white welded PVC, (Duro-Last) along all flat surfaces and up curbs, pipes, and the side/parapet walls. Membrane to be mechanically fastened at 28" intervals with manufacturer fasteners, stress plates, and breather vents. Roof to be inspected by a third party manufacturer's representative for warranty.
  - 1.1.7 Provide manufacturer termination bar and counter flashing on brick wall as needed for material to end where material turns up on all curbs and walls. Membrane will be installed up and over the parapet wall.
  - 1.1.8 Remove existing and provide and install five (5) metal leaf guards.
  - 1.1.9 Remove and replace approximately 350 LF, 24 gauge coping from atop parapet walls. New coping to be 2-piece compression for securing the membrane, color TBD or match existing.
- Included but not limited to:**
- 1.1 WRC Blower: 07000**
- 1.1.10 Full time fall protection requirements are required when working on a leading edge unless a fall arrest rail system is used and within the OSHA guidelines.
  - 1.1.11 Provide a crane and crew to hoist material on the roof.
  - 1.1.12 Provide dumpsters or waiting truck and remove demolish material from the grounds.
  - 1.1.13 Provide and install mechanically fastened two (2) layers of 2" iso-board rigid insulation on all flat roof surfaces using screws and plates with staggered seams covering the entire roof meeting the minimum code value and using the existing deck slope as needed for drainage to strainers.
  - 1.1.14 Provide and install to manufacturer recommendation approximately 1500SF, 50 mil, white welded PVC, (Duro-Last) along all flat surfaces and up curbs, pipes, and the side/parapet walls. Membrane to be mechanically fastened at 28" intervals with manufacturer fasteners, stress plates, and breather vents. Roof to be inspected by a third party manufacturer's representative for warranty.
  - 1.1.15 Provide flashing as needed for stacks and curbs. Membrane will be installed up and over the eve wall.
  - 1.1.16 Remove existing and provide and install four (4) metal leaf guards.
  - 1.1.17 Remove and replace approximately 140 LF, 24 gauge coping from atop walls. New coping/gravel stop to be 2-piece compression for securing the membrane, color TBD or match existing.

## SCOPE OF WORK

**DATE:** 5/20/15  
**RFP No:** CS-01-15  
**TITLE:** WRC Roof Replacement

### 2.0 DRAWINGS, SKETCHES, AND SPECIFICATIONS:

- 2.1 Clarifications/Special Considerations: No lead or asbestos removal or encapsulation or environmental remediation, curb removal/replacement, or painting is included in this scope of work.
- 2.2 Salvageable/Repairable Materials for Reuse: As specified in the provided specification and drawings.
- 2.3 Submittal Requirements: As required in the provided project specification submittals log, paragraph 1.0.1 of this document, and paragraph 3.0 of this document.
- 2.4 Schedules: All applicable trades shall provide a complete and accurate Progress Schedule to KBR staff within five (5) business days upon receipt of a signed contract with KBR. Progress Schedule shall reflect actual work in place completion dates to include long lead time and delivery of specialized equipment and material.
- 2.5 Supervisory of Construction: All applicable trades shall provide the name and phone number (cell number) of the on-site superintendent responsible for all on-going work activities as well as a list of all persons scheduled to perform work on site.
- 2.6 Drawings and Sketches: As required by the provided specification in Division 1 General Requirements.
- 2.7 Extra Stock of Material: N/A

### 3.0 SUBMITTALS:

- 3.1 **Roofing Submittals – Including but not limited to:**
  - 3.1.1 Membrane product data, warranty from manufacturer, caulk, flashing color unless like in kind and fall protection plan.
  - 3.1.2 Safety Plan-MSDS
  - 3.1.3 Schedule of Values
  - 3.1.4 Progress schedule
  - 3.1.5 Certified payroll submitted weekly
  - 3.1.6 List of lower-tier subcontractors (if applicable)
  - 3.1.7 List of material suppliers
  - 3.1.8 Itemized breakdown of labor and equipment rates
  - 3.1.9 Items listed in submittal log of project specification
  - 3.1.10 Closeout documents – warranty letters

## SCOPE OF WORK

**DATE:** 5/20/15  
**RFP No:** CS-01-15  
**TITLE:** WRC Roof Replacement

### **4.0 Project Documents:**

- 4.1 Project Specifications– None**
- 4.2 Architectural Documents – None**
- 4.3 Plumbing and Fire Protection Documents –None**
- 4.4 Mechanical Documents – Lift plan**
- 4.5 Electrical Documents – None**



**Preliminary Estimate, by estimates**

Greg Frer

KBR

CP-001-12 - 2012 DuPage County, IL IPA JOC - Basic Contract Year -

1/01/2012 to 12/31/2012

WRC Roof Replacement - CS-01-15

**Estimator: Greg Frer**

**Summary of tagged estimates...**

**Division Summary (MF04)**

01 - General Requirements	\$28,740.14
02 - Existing Conditions	\$5,948.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$611.60
07 - Thermal and Moisture Protection	\$72,085.46
08 - Openings	\$8,916.00
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$3,539.79
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternates	\$26,807.30
Trades	
Assemblies	
FMR	
<b>MF04 Total (Without totalling components)</b>	<b>\$146,648.29</b>

**Totalling Components**

Subtotal	\$146,648.29
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2012 DuPage County, IL IPA JOC Standard (20.8400%)	\$30,561.50
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**Material, Labor, and Equipment Totals (No Totalling Components)**

Material:	\$70,820.36
Labor:	\$63,949.93
Equipment:	\$11,878.00
Other:	\$0.00
Laborhours:	1,151.75
Green Line Items:10	\$34,869.76

**Priced/Non-Priced**

Total Priced Items:	65	\$146,648.29	
Total Non-Priced Items:	0	\$0.00	0.00%
	65	\$146,648.29	

**Grand Total \$177,209.79**

**Preliminary Estimate, by estimates**

**Administration Building Roof**

**Estimator: Greg Frer**

**Division Summary (MF04)**

01 - General Requirements	\$20,180.27
02 - Existing Conditions	\$4,461.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$444.80
07 - Thermal and Moisture Protection	\$55,993.78
08 - Openings	\$7,430.00
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$1,965.55
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternates	\$20,068.10
Trades	
Assemblies	
FMR	
MF04 Total (Without totalling components)	\$110,544.50

**Totalling Components**

Subtotal	\$110,544.50
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2012 DuPage County, IL IPA JOC Standard (20.8400%)	\$23,037.47
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**Material, Labor, and Equipment Totals (No Totalling Components)**

Material:	\$54,918.18
Labor:	\$47,445.82
Equipment:	\$8,180.50
Other:	\$0.00
Laborhours:	847.67
Green Line Items:5	\$27,002.88

**Priced/Non-Priced**

Total Priced Items:	33	\$110,544.50	
Total Non-Priced Items:	0	\$0.00	0.00%
	33	\$110,544.50	

**Estimate Grand Total**

**\$133,581.97**

**Preliminary Estimate, by estimates**

Estimator: Greg Frer

**Administration Building Roof**

Item	Description	UM	Quantity	Unit Cost	Total	Book	
<b>01 - General Requirements</b>							
1	01-21-53-50-1450-L Factors, cost adjustments, add to construction costs for particular job requirements, material handling and storage limitation, add, maximum Line item is for general loss time for elevated work for labor and/or material handling.	Costs	123,163.7900	7.0000%	\$8,621.47	RSM11FAC L, B	P
2	01-54-19-50-0100 Daily crane crews, for small jobs, portal to portal, truck-mounted hydraulic crane, Two crane picks for bringing material up and down.	Day	2.0000	\$1,240.00	\$2,480.00	RSM11FAC L, E, B	P
3	01-54-23-80-4000 Staging aids, and fall protection equipment, nylon full body harness, lanyard and rope grab, buy Harnesses for workers for leading edge work.	Ea.	4.0000	\$195.00	\$760.00	RSM11FAC M, B	P
4	01-54-36-50-2000 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, truck-mounted crane up to 75 ton, driver only, one-way Vac truck and lifts mob and de-mob.	Ea.	6.0000	\$51.50	\$309.00	RSM11FAC L, B	P
5	01-56-13-60-0400 Tarpaulins, reinforced polyethylene, 5.5 mils thick, clear Misc. plastic for the project.	S.F.	250.0000	\$0.30	\$75.00	RSM11FAC M, B	P
6	01-56-23-10-0850 Barricades, stock units, traffic cones, PVC, 28" high Cones for traffic for around the work area and lift areas.	Ea.	16.0000	\$17.85	\$285.60	RSM11FAC M, B	P
7	01-56-23-10-1200 Barricades, guardrail, portable metal with base pads, buy Fall protection for the roofers. Set up and take down is included in the line item.	L.F.	394.0000	\$19.30	\$7,604.20	RSM11FAC M, B	P
8	01-56-23-10-1300 Barricades, barricade tape, polyethylene, 7 mil, 3" wide x 500' long roll Roll of caution tape.	Ea.	1.0000	\$25.00	\$25.00	RSM11FAC M, B	P
<b>01 - General Requirements Total</b>						<b>\$20,180.27</b>	
<b>02 - Existing Conditions</b>							
9	02-41-19-23-0800 Selective demolition, rubbish handling, the following are to be added to the demolition prices, dumpster, weekly rental, includes one dump per week, 30 C.Y. capacity, 10 tons Dumpsters for project.	Week	3.0000	\$750.00	\$2,250.00	RSM11FAC M, B	P
10	02-41-19-23-2005 Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, up to 50' haul, wheeled Get material to the dumpster. Three dumpsters.	C.Y.	60.0000	\$14.85	\$891.00	RSM11FAC L, B	P
11	02-41-19-23-2045 Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, 51' to 100' haul, wheeled Get material to the dumpster, to 100 LF. Three dumpsters.	C.Y.	60.0000	\$22.00	\$1,320.00	RSM11FAC L, B	P
<b>02 - Existing Conditions Total</b>						<b>\$4,461.00</b>	
<b>06 - Wood, Plastics, and Composites</b>							



**Preliminary Estimate, by estimates**

Estimator: Greg Frer

**Administration Building Roof**

**06 - Wood, Plastics, and Composites**

Item	Description	UM	Quantity	Unit Cost	Total	Book	
12 06-16-36-10-0302	Sheathing, plywood on roofs, CDX, 3/4" thick Plywood as needed for project.	S.F.	320.0000	\$1.39	\$444.80	RSM11FAC M, L, B	P

**06 - Wood, Plastics, and Composites Total**

**\$444.80**

**07 - Thermal and Moisture Protection**

13 07-05-05-10-0220	Selective demolition, thermal and moisture protection, flashing, sheet metal Remove counter flashing.	S.F.	1,000.0000	\$0.95	\$950.00	RSM11FAC L, B	P
14 07-05-05-10-3125	Selective demolition, thermal and moisture protection, roofing, felt paper, #30 Removal of existing roof, Sq is 100 square feet, three layers.	Sq.	156.0000	\$9.15	\$1,427.40	RSM11FAC L, B	P
15 07-05-05-10-3370	Selective demolition, thermal and moisture protection, roofing, modified bitumen Removal of existing roof, Sq is 100 square feet.	Sq.	52.0000	\$53.50	\$2,782.00	RSM11FAC L, B	P
16 07-22-16-10-1725	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, 2" thick New insulation, two layers.	S.F.	10,400.0000	\$1.05	\$10,920.00	RSM11FAC Gm, M, L, B	P
17 07-22-16-10-1765	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, tapered for Tapering for drainage to strainers.	B.F.	5,200.0000	\$2.16	\$11,232.00	RSM11FAC Gm, M, L, B	P
18 07-26-10-10-0700	Vapor retarders, polyethylene vapor barrier, standard, .004" thick Vaper barrier, Sq is 100 square feet.	Sq.	67.0000	\$12.64	\$846.88	RSM11FAC Gm, M, L, B	P
19 07-54-19-10-8850	Polyvinyl-chloride (PVC) roofing, heat welded seams, reinforced, 48 mils, 0.33 P.S.F., fully adhered with adhesive New roofing material, there is no 50 MIL in the book, include building up on parapet walls and double material at the seams.	Sq.	67.0000	\$184.50	\$12,361.50	RSM11FAC M, L, E, B	P
20 07-71-19-30-0600	Fascia, steel, galvanized and enameled, stock, no furring, short panels New flashing/coping.	S.F.	1,100.0000	\$9.04	\$9,944.00	RSM11FAC M, L, B	P
21 07-72-73-10-0100	Pitch pockets, variable sizes, adjustable, 4" to 7", welded corners, 4" deep Line item is for the extra work for bringing the PVC roof up the curbs for termination.	Ea.	150.0000	\$19.00	\$2,850.00	RSM11FAC M, L, B	P
22 07-92-13-20-3900	Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1" x 1/ Sealing the PVC roofing material on curbs and walls.	L.F.	1,000.0000	\$2.68	\$2,680.00	RSM11FAC M, L, B	P

**07 - Thermal and Moisture Protection Total**

**\$55,993.78**

**08 - Openings**

23 08-71-21-10-1000	Exterior mouldings, astragals, one piece, overlapping, aluminum, flat, 1/8" x 2" Line item is for termination bars for roof material for both sides of parapet walls and on all curbs.	L.F.	1,000.0000	\$7.43	\$7,430.00	RSM11FAC M, L, B	P
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Preliminary Estimate, by estimates

Estimator: Greg Frer

Administration Building Roof

08 - Openings

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>08 - Openings Total</b>						<b>\$7,430.00</b>

22 - Plumbing

24	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe	Ea.	5.0000	\$369.50	\$1,847.50	RSM11FAC M, L, B	P
		New roof drains.						
25	22-14-26-13-3900-1120	Labor adjustment factors, add to labor for elevated installation, above floor level, 20' to 24.5' high (Modified using 22-01-02-20-1120)	Ea.	5.0000	\$14.88	\$74.40	RSM11FAC L, B	P
		Roof drain line modifier.						
26	22-14-26-13-3900-4220	Labor adjustment factors, add to labor for working in existing occupied buildings, factory or warehouse (Modified using 22-01-02-20-4220)	Ea.	5.0000	\$8.93	\$44.65	RSM11FAC L, B	P
		Line item modifier.						
<b>22 - Plumbing Total</b>						<b>\$1,966.55</b>		

Alternates

27	01-54-33-40-0170-2	Rent per day for general equipment rental, without operators, aerial lift, telescoping boom, gas, to 40' high, 500 lb. capacity Rental for lift for wood on perimeter and flashing work. I added per the Means book \$46.55 dollars per hour for 40 hours, divided by 5 days is \$372.40 and under the material column is the hourly operating cost of \$18.10 per the Means book divided by 40 hours is \$144.80.	Ea.	4.0000	\$837.20	\$3,348.80	CUSTOM M, L, E, B	P
28	01-54-33-40-2050-2	Rent per day for general equipment rental, without operators, forklift, for rough terrain, 42' lift, 35' reach, 9000 lb., 110 H.P. Line item is for one week to rent for moving material and equipment. I added per the Means book \$46.55 dollars per hour for 56 hours, divided by 7 days is \$372.40 and under the material column is the hourly operating cost of \$22.50 per the Means book divided by 56 hours is \$180.00.	Ea.	7.0000	\$1,002.40	\$7,016.80	CUSTOM M, L, E, B	P
29	01-54-33-40-7620-2	Rent per day for general equipment rental, without operators, vacuum truck, hazardous material, 2500 gallons Line items is for rental of a vac truck/system to remove stone from the roof for five days. There is no river rock vacuum truck in the book. I added per the Means book \$46.55 dollars per hour for 40 hours, divided by 5 days is \$372.40 and under the material column is the hourly operating cost of \$10.80 per the Means book divided by 40 hours is \$86.40.	Ea.	5.0000	\$773.80	\$3,869.00	CUSTOM M, L, E, B	P
30	07-22-16-10-1735	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, 2-1/2" thick Removal of existing insulation, used 2 1/2" because existing depth various.	S.F.	10,400.0000	\$0.28	\$2,912.00	CUSTOM Gn, L, B	P
31	07-22-16-10-1765	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, tapered for Tapering for drainage strainers, removal.	B.F.	5,200.0000	\$0.21	\$1,092.00	CUSTOM Gn, L, B	P
32	08-71-21-10-1000	Exterior mouldings, astragals, one piece, overlapping, aluminum, flat, 1/8" x 2" Line item is for removal of termination bars for roof material. Labor only.	L.F.	400.0000	\$3.83	\$1,532.00	CUSTOM L, B	P
33	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe	Ea.	5.0000	\$59.50	\$297.50	CUSTOM L, B	P

**Preliminary Estimate, by estimates**

**Estimator: Greg Frer**

**Administration Building Roof**

**Alternates**

<b>Item</b>	<b>Description</b>	<b>UM</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Book</b>
	Remove five roof drains, labor only, material has been removed.					
	<b>Alternates Total</b>					<b>\$20,068.10</b>
<b>Estimate Grand Total</b>						<b>133,581.97</b>

Preliminary Estimate, by estimates

Estimator: Greg Frer

Blower Building Roof

Division Summary (MF04)

01 - General Requirements	\$8,559.87
02 - Existing Conditions	\$1,487.00
03 - Concrete	
04 - Masonry	
05 - Metals	
06 - Wood, Plastics, and Composites	\$166.80
07 - Thermal and Moisture Protection	\$16,091.68
08 - Openings	\$1,486.00
09 - Finishes	
10 - Specialties	
11 - Equipment	
12 - Furnishings	
13 - Special Construction	
14 - Conveying Equipment	
21 - Fire Suppression	
22 - Plumbing	\$1,573.24
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	

26 - Electrical	
27 - Communications	
28 - Electronic Safety and Security	
31 - Earthwork	
32 - Exterior Improvements	
33 - Utilities	
34 - Transportation	
35 - Waterway and Marine Transportation	
41 - Material Processing and Handling Equipment	
44 - Pollution Control Equipment	
46 - Water and Wastewater Equipment	
48 - Electric Power Generation	
Alternates	\$6,739.20
Trades	
Assemblies	
FMR	
<b>MF04 Total (Without totalling components)</b>	<b>\$36,103.79</b>

Totalling Components

Subtotal	\$36,103.79
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2012 DuPage County, IL IPA JOC Standard (20.8400%)	\$7,524.03
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Material, Labor, and Equipment Totals (No Totalling Components)

Material:	\$15,902.18
Labor:	\$16,504.11
Equipment:	\$3,697.50
Other:	\$0.00
Laborhours:	304.08
Green Line Items:5	\$7,866.88

Priced/Non-Priced

Total Priced Items:	32	\$36,103.79	
Total Non-Priced Items:	0	\$0.00	0.00%
	32	\$36,103.79	

Estimate Grand Total

\$43,627.82

**Preliminary Estimate, by estimates**

Estimator: Greg Frer

**Blower Building Roof**

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1	01-21-53-50-1450-L Factors, cost adjustments, add to construction costs for particular job requirements, material handling and storage limitation, add, maximum Line item is for general loss time for elevated work for labor and/or material handling.	Costs	40,225.2400	7.0000%	\$2,815.77	RSM11FAC L, B P
2	01-54-19-50-0100 Daily crane crews, for small jobs, portal to portal, truck-mounted hydraulic crane, Two crane picks for bringing material up and down.	Day	2.0000	\$1,240.00	\$2,480.00	RSM11FAC L, E, B P
3	01-54-23-80-4000 Staging aids, and fall protection equipment, nylon full body harness, lanyard and rope grab, buy Harnesses for workers for leading edge work.	Ea.	4.0000	\$195.00	\$780.00	RSM11FAC M, B P
4	01-54-36-50-2000 Mobilization, up to 25 mile haul distance, 50 miles round trip for mobilization or demobilization crew, truck-mounted crane up to 75 ton, driver only, one-way Lifts mob and de-mob.	Ea.	4.0000	\$51.50	\$206.00	RSM11FAC L, B P
5	01-56-13-80-0400 Tarpaulins, reinforced polyethylene, 5.5 mils thick, clear Misc. plastic for the project.	S.F.	125.0000	\$0.30	\$37.50	RSM11FAC M, B P
6	01-56-23-10-0850 Barricades, stock units, traffic cones, PVC, 28" high Cones for traffic for around the work area and lift areas.	Ea.	16.0000	\$17.85	\$285.60	RSM11FAC M, B P
7	01-56-23-10-1200 Barricades, guardrail, portable metal with base pads, buy Fall protection for the roofers. Set up and take down is included in the line item.	L.F.	100.0000	\$19.30	\$1,930.00	RSM11FAC M, B P
8	01-56-23-10-1300 Barricades, barricade tape, polyethylene, 7 mil, 3" wide x 500' long roll Roll of caution tape.	Ea.	1.0000	\$25.00	\$25.00	RSM11FAC M, B P
<b>01 - General Requirements Total</b>					<b>\$8,559.87</b>	
<b>02 - Existing Conditions</b>						
9	02-41-19-23-0800 Selective demolition, rubbish handling, the following are to be added to the demolition prices, dumpster, weekly rental, includes one dump per week, 30 C.Y. capacity, 10 tons Dumpsters for project.	Week	1.0000	\$750.00	\$750.00	RSM11FAC M, B P
10	02-41-19-23-2005 Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, up to 50' haul, wheeled Get material to the dumpster. One dumpster.	C.Y.	20.0000	\$14.85	\$297.00	RSM11FAC L, B P
11	02-41-19-23-2045 Selective demolition, rubbish handling, the following are to be added to the demolition prices, load, haul, dump and return, 51' to 100' haul, wheeled Get material to the dumpster, to 100 L.F. One dumpster.	C.Y.	20.0000	\$22.00	\$440.00	RSM11FAC L, B P
<b>02 - Existing Conditions Total</b>					<b>\$1,487.00</b>	
<b>06 - Wood, Plastics, and Composites</b>						

## Preliminary Estimate, by estimates

Estimator: Greg Frer

### Blower Building Roof

**06 - Wood, Plastics, and Composites**

Item	Description	UM	Quantity	Unit Cost	Total	Book	
12 06-16-36-10-0302	Sheathing, plywood on roofs, CDX, 3/4" thick Plywood as needed for project.	S.F.	120.0000	\$1.39	\$166.80	RSM11FAC M, L, B	P
<b>06 - Wood, Plastics, and Composites Total</b>							<b>\$166.80</b>

**07 - Thermal and Moisture Protection**

13 07-05-05-10-0220	Selective demolition, thermal and moisture protection, flashing, sheet metal Remove counter flashing.	S.F.	400.0000	\$0.95	\$380.00	RSM11FAC L, B	P
14 07-05-05-10-3125	Selective demolition, thermal and moisture protection, roofing, felt paper, #30 Removal of existing roof, Sq is 100 square feet, three layers.	Sq.	42.0000	\$9.15	\$384.30	RSM11FAC L, B	P
15 07-05-05-10-3370	Selective demolition, thermal and moisture protection, roofing, modified bitumen Removal of existing roof, Sq is 100 square feet.	Sq.	42.0000	\$53.50	\$2,247.00	RSM11FAC L, B	P
16 07-22-16-10-1725	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, 2" thick New insulation, two layers.	S.F.	2,800.0000	\$1.05	\$2,940.00	RSM11FAC Gm, M, L, B	P
17 07-22-16-10-1765	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, tapered for Tapering for drainage to strainers.	B.F.	1,400.0000	\$2.16	\$3,024.00	RSM11FAC Gm, M, L, B	P
18 07-26-10-10-0700	Vapor retarders, polyethylene vapor barrier, standard, .004" thick Vaper barrier, Sq is 100 square feet.	Sq.	42.0000	\$12.64	\$530.88	RSM11FAC Gm, M, L, B	P
19 07-54-19-10-8850	Polyvinyl-chloride (PVC) roofing, heat welded seams, reinforced, 48 mils, 0.33 P.S.F., fully adhered with adhesive New roofing material, there is no 50 MIL in the book, include building up on parapet walls and double material at the seams.	Sq.	15.0000	\$184.50	\$2,767.50	RSM11FAC M, L, E, B	P
20 07-71-19-30-0600	Fascia, steel, galvanized and enameled, stock, no furring, short panels New flashing/coping.	S.F.	300.0000	\$9.04	\$2,712.00	RSM11FAC M, L, B	P
21 07-72-73-10-0100	Pitch pockets, variable sizes, adjustable, 4" to 7", welded corners, 4" deep Line item is for the extra work for bringing the PVC roof up the curbs for termination.	Ea.	30.0000	\$19.00	\$570.00	RSM11FAC M, L, B	P
22 07-92-13-20-3900	Caulking and sealant options, polyurethane, 1 or 2 component, bulk, in place, 1" x 1/ Sealing the PVC roofing material on curbs and walls.	L.F.	200.0000	\$2.68	\$536.00	RSM11FAC M, L, B	P
<b>07 - Thermal and Moisture Protection Total</b>							<b>\$16,091.68</b>

**08 - Openings**

23 08-71-21-10-1000	Exterior mouldings, astragals, one piece, overlapping, aluminum, flat, 1/8" x 2" Line item is for termination bars for roof material for both sides of parapet walls and on all curbs.	L.F.	200.0000	\$7.43	\$1,486.00	RSM11FAC M, L, B	P
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Preliminary Estimate, by estimates

Estimator: Greg Frer

Blower Building Roof

08 - Openings

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>08 - Openings Total</b>						<b>\$1,486.00</b>

22 - Plumbing

24	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe	Ea.	4.0000	\$369.50	\$1,478.00 RSM11FAC M, L, B	P
		New roof drains.					
25	22-14-26-13-3900-1120	Labor adjustment factors, add to labor for elevated installation, above floor level, 20' to 24.5' high (Modified using 22-01-02-20-1120)	Ea.	4.0000	\$14.88	\$59.52 RSM11FAC L, B	P
		Roof drain line modifier.					
26	22-14-26-13-3900-4220	Labor adjustment factors, add to labor for working in existing occupied buildings, factory or warehouse (Modified using 22-01-02-20-4220)	Ea.	4.0000	\$8.93	\$35.72 RSM11FAC L, B	P
		Line item modifier.					
<b>22 - Plumbing Total</b>						<b>\$1,573.24</b>	

Alternates

27	01-54-33-40-0170-2	Rent per day for general equipment rental, without operators, aerial lift, telescoping boom, gas, to 40' high, 500 lb. capacity Rental for lift for wood on perimeter and flashing work. I added per the Means book \$46.55 dollars per hour for 40 hours, divided by three days is \$372.40 and under the material column is the hourly operating cost of \$18.10 per the Means book divided by 24 hours is \$144.80.	Ea.	3.0000	\$837.20	\$2,511.60 CUSTOM M, L, E, B	P
28	01-54-33-40-2050-2	Rent per day for general equipment rental, without operators, forklift, for rough terrain, 42' lift, 35' reach, 9000 lb., 110 H.P. Line item is for two days to rent for moving material and equipment. I added per the Means book \$46.55 dollars per hour for 16 hours, divided by 2 days is \$372.40 and under the material column is the hourly operating cost of \$22.50 per the Means book divided by 16 hours is \$180.00.	Ea.	2.0000	\$1,002.40	\$2,004.80 CUSTOM M, L, E, B	P
29	07-22-16-10-1735	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, 2-1/2" thick Removal of existing insulation, used 2 1/2" because existing depth various.	S.F.	2,800.0000	\$0.28	\$784.00 CUSTOM Gm, L, B	P
30	07-22-16-10-1765	Roof deck insulation, polyisocyanurate, 2 lbs per C.F. density, tapered for Tapering for drainage strainers, removal.	B.F.	2,800.0000	\$0.21	\$588.00 CUSTOM Gm, L, B	P
31	08-71-21-10-1000	Exterior mouldings, astragals, one piece, overlapping, aluminum, flat, 1/8" x 2" Line item is for removal of termination bars for roof material. Labor only.	L.F.	160.0000	\$3.83	\$612.80 CUSTOM L, B	P
32	22-14-26-13-3900	Roof drains, roof, flat metal deck, cast iron body, 12" cast iron dome, 4" pipe Remove four roof drains, labor only, material has been removed.	Ea.	4.0000	\$59.50	\$238.00 CUSTOM L, B	P
<b>Alternates Total</b>						<b>\$6,739.20</b>	

**Preliminary Estimate, by estimates**

**Estimator: Greg Frer**

**Blower Building Roof**

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>Estimate Grand Total</b>						<b>43,627.82</b>



R E S O L U T I O N

CP-001-12

COOPERATIVE PURCHASING MASTER AGREEMENT AWARD  
FOR JOB ORDER CONTRACTING

WHEREAS, the County of DuPage is authorized to exercise its functions with other public entities pursuant to 5 ILCS 220/3 (Intergovernmental Cooperation) and to enter into joint purchasing agreements pursuant to 30 ILCS 525/1 et seq. (Governmental Joint Purchasing Act); and

WHEREAS, pursuant to the agreement approved in Resolution #FI-0034-07 the County is authorized to work with National Intergovernmental Purchasing Alliance (National IPA) in a Principal Procurement Agency (PPA) capacity to secure multi-state volume purchasing contracts; and

WHEREAS, pursuant to that authorization the County issued its Request For Proposal #P11-003 (RFP) for a Master Contract Agreement for a Job Order Contracting Program; and

WHEREAS, the County evaluated the responses to the RFP and Kellogg Brown & Root LLC (KBR LLC) has been found to meet all minimum qualifications and requirements, and has been found to be the most favorable national response, per Proposal #P11-003; and,

NOW THEREFORE BE IT RESOLVED, that an award be issued to: KBR LLC, per the attached rates for procurements entered into during the period of January 1, 2012 through December 31, 2014, with two additional one-year renewal options.

BE IT FURTHER RESOLVED, that the County and other authorized members of the National IPA may, but are not required to, utilize this Job Order Contracting Program pursuant to this award from the attached pricing.

BE IT FURTHER RESOLVED, each County purchase order seeking to utilize this pricing, or any other cooperative purchasing contract pricing, shall be separately approved pursuant to the County Procurement Ordinance OFI-005B-99 and any amendments thereto.

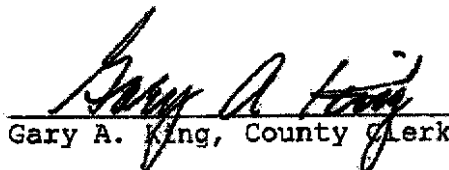
BE IT FURTHER RESOLVED, that the County Clerk transmit copies of this resolution and any documents attached and made a part hereof, to the National IPA, Attn: Ken Heckman, 1600 Westgate Circle, Suite 275, Brentwood, TN 37027 and to Kellogg Brown & Root LLC (KBR LLC), 601 Jefferson St, Attn: Darrell Hargrave, Houston, TX 77002 and to the Procurement Services Division, Attn: Joan M. Morange, CPPB.

Enacted and approved this 10th day of January, 2012, at Wheaton Illinois.



\_\_\_\_\_  
Daniel J. Cronin, Chairman  
DuPage County, Board

ATTEST:



\_\_\_\_\_  
Gary A. King, County Clerk

APPS: 17  
Vacancy: 1



Job Order Contracting Program  
Executive Summary

**Lead Agency:** County of DuPage, IL  
**RFP Issued:** May 27, 2011  
**Date Open:** August 12, 2011

**Solicitation:** RFP #P11-003  
**Pre-Proposal Date:** June 15, 2011  
**Proposals Received:** 3

**Awarded to:** **KBR**

The County of DuPage, IL Department of Procurement issued RFP #P11-003 on May 27, 2011 to establish a national cooperative contract for a Job Order Contracting Program to provide infinite delivery, indefinite quantity construction services for minor construction, renovation, repair, and alteration projects.

Notice of the solicitation was advertised in the following:

- County of DuPage Department of Procurement website
- Onvia Demand Star
- Hawaii Tribune-Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On August 12, 2011 proposals were received from the following offerors:

- F.H. Paschen, S.N. Nielsen & Associates LLC
- Centennial Contractors Enterprise Inc.
- Kellogg, Brown and Root (KBR)

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP the committee invited KBR to participate in an interview. Following the interview, a request for a clarification was sent to KBR.

The evaluation committee evaluated the clarification, interview and the relative strengths and weakness of the proposal with regard to the evaluation criteria established in the RFP. As a result, the committee recommended entering negotiations with the intent to award a contract to KBR.

The County of DuPage executed a contract on January 10, 2012 with a contract effective January 1, 2012.

# KBR

**Contract includes:** Infinite delivery, indefinite quantity construction services for minor construction, renovation, repair, and alteration projects. The contract also includes Emergency Management Services.

**Term:**

Initial three year agreement from January 1, 2012 through December 31, 2015, with option to renew for two (2) additional one-year periods through December 31, 2017.

**Pricing/Discount:**

The JOC services are priced upon a coefficient applied to prescribed and pre-priced tasks contained in the Unit Price Book (UPB).

The Unit Price Book for this Agreement is the current edition of the RS Means Facilities Construction Cost Data. The Weighted Average City Cost Index and the prices in the "Total, Incl. O & P" column will be used. The total value of the applicable line items and their quantities the designated coefficient to determine the lump sum cost of job orders. The then current version of RS Means Facilities Construction Cost Data will apply upon execution of any options.

Items that cannot be found in the UPB are considered "non-pre-priced." If an item is considered basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item, if appropriate rationale and documentation is provided in the final line item proposal. If a like item cannot be found, the contractor will obtain three quotes; provide them to the County representative who will negotiate an equitable price with the contractor. Once negotiated, this price can be added to the UPB and will no longer be non-pre-priced. The contractor's coefficient for pre-priced items does not apply to non-pre-priced items. County of DuPage retains the right to remove the item from the project and solicit individual bids for the item if the County deems it necessary.

The AIA MASTERSPEC Specifications and all current national, state and local codes will apply to the work done under this contract.

Coefficients for the regions are defined for each state (applicable to any work within a 30 mile radius of the city hall for cities listed or the county courthouse of the metropolitan area indicated). City cost indexes are already included in the coefficients.


Prices include all services for the duration of this contract and include all cost elements such as labor, overhead, profit, G&A expenses, bond premiums, insurance, mobilization, contingencies, proposal estimating, taxes, materials, supplies, equipment, tools, permits, licenses, subcontractor costs, quality control, management, transportation, supervision, and other associated costs to execute the construction projects assigned under this contract for the base year and all option years.

Coefficient rates (City Cost Index included) are multiplied by cost elements in the R.S. Means Facilities Construction Cost Guide. For work outside of the 30 mile radius of the metropolitan region, base

coefficients may be negotiated with the user and be adjusted either up or down depending upon many of the factors indicated below which may be applicable.

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Acting Community Development Director 

**DATE:** May 28, 2015

**RE:** **Agenda Item for the Village Board Meeting of June 1, 2015  
Consultant Inspection Services for Re-Inspection of Interior and  
Exterior Common Areas at Carolshire Commons Condominiums**

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**PURPOSE**

The purpose of this memorandum is to present to the Village Board and recommend approval of a proposal for consultant services for the re-inspection of interior and exterior common areas at Carolshire Commons Condominiums.

**BACKGROUND**

- In 2010, after the collapse of an entry canopy at one of the 18, three-story condominium buildings, the Village placed the Carolshire Commons Condominium Association (CCCA) on notice regarding unsafe building canopies, and shortly thereafter placed CCCA on notice regarding unsafe balconies. The Village hired a structural engineer to inspect all canopies and balconies, report on their condition, and make recommendations for necessary repairs. CCCA removed all canopies and replaced all 144 balconies. Restoration of the façades where the canopies were removed has not begun.
- In April of 2012, after Carolshire residents appeared at a Listening Post session, the Police Department held a public meeting to hear resident complaints. Following that meeting, Village staff met with the Village Attorney to discuss strategies for addressing quality of life issues at Carolshire.
- In May of 2012, Community Development met with the CCCA Operations Manager to request a schedule for completion of code violation abatement work at Carolshire, and to advise that the Village intended to become a more active partner in addressing needed improvements.
- In August 2012, the Village retained TPI Building Code Consultants, Inc., to conduct a comprehensive inspection of the interior and exterior common areas at Carolshire. TPI's inspection report documented a total of 665 code violations in the interior and exterior common areas of the Carolshire buildings. The

violations were sorted into three priority levels; Priority One violations were viewed as potential health or life safety hazards, as well as high cost items or items which could lead to further damage if not addressed promptly; Priority Two violations were viewed as important but not to the level of Priority One violations; and Priority Three violations were viewed as routine maintenance items. In all, 279 violations were categorized as Priority One; 196 were categorized as Priority Two; and 190 were categorized as Priority Three.

- In September of 2012, the Village issued a Notice of Violation, placing the CCCA on notice for a total of 665 code violations and directing the Association to submit a violation abatement plan, or face a lawsuit. Following the notice, CCCA began to abate the violations and cooperated with the Village on development of a Compliance Plan. In view of this cooperation, the Village suspended legal code enforcement action.
- Between September 2012 and September 2013, the Village sought to work with CCCA to obtain voluntary compliance on abatement of code violations. While this effort was in progress, the Village suspended the filing of legal complaints against CCCA. CCCA's contractor was making slow progress in abating violations, and staff met several times with CCCA's representative and attorney to develop a compliance agreement for the purpose of accomplishing the work in accordance with an agreed-upon schedule. In May of 2013, the Village sent a Repair and Property Maintenance Agreement with Compliance Schedule to the CCCA Board for their execution in advance of being brought to the Village Board for final execution. Although the CCCA Board representative and attorney had agreed to the Agreement and Compliance Schedule, CCCA would not execute the Agreement. The Village Attorney's attempts to resolve the matter through the Association's attorney were unsuccessful.
- In September of 2013, the Village filed suit against the CCCA. The case is in progress, and has not yet gone to trial.
- The last scheduled inspection for progress on the original list of 665 violations took place in July of 2014. As of the completion of the last inspection, 392 of the 665 violations had been corrected. Of the remaining 273 violations, 86 are Priority One, 112 are Priority Two, and 75 are Priority Three.
- For informational purposes, on or about May 15, 2015, CCCA provided the Village Attorney with its own assessment of the status of abatement of the original 665 violations. In their assessment, CCCA stated that 28 Priority One, 47 Priority Two, and 27 Priority Three violations remain incomplete, for a total of 102 remaining violations.

## **DISCUSSION**

At this time, the Village Attorney has advised that a comprehensive re-inspection of the interior and exterior common areas at Carolshire Commons Condominiums must be done. The re-inspection must include an evaluation and documentation of each of the original 665 violations observed in 2012, and must also identify and document new violations. The Village Attorney strongly recommends that the Village utilize the same inspections consultant used in 2012, TPI Building Code Consultants, Inc., for purposes of familiarity and continuity.

Staff contacted TPI Building Code Consultants, Inc., and they have submitted the attached proposal to perform the re-inspection work. Although the time needed to perform the inspections and produce reports can be estimated with good accuracy, it is difficult to estimate the amount of time the consultant may need to spend on meetings and court appearances. Therefore, the consultant's proposal provides an hourly rate with a not-to-exceed amount for inspections and reports, and simply an hourly rate to be applied as needed for meetings and court appearances. As shown on Page 4 of the proposal, TPI is estimating 40 total hours of inspection time and 35 hours of report preparation time. The standard rate for inspections and report preparation is \$90 per hour, up from \$84 per hour in TPI's 2012 proposal. Also, in the interest of completing the inspections more quickly, if the Village elects, TPI would perform the inspections on Saturdays, but Saturday hours would be billed at \$135 per hour.

The Code Enforcement Consultant Account in Community Development's 2015/16 budget includes \$10,000 for this initiative. If the inspections are scheduled to be done equally between Tuesday/Thursday afternoons and Saturdays, the total cost of the inspections and report preparation should total approximately \$7,650. Under the same scheduling scenario, under the Not-to-Exceed figures, total costs would be \$10,012. If ultimately necessary, TPI's time spent in court would be billed separately at the rate of \$90 per hour.

## **RECOMMENDATION**

Staff recommends approval of the attached contract with TPI Building Code Consultants to provide consultant services on the *2015 Carolshire Commons Condominiums Re-inspections Project* at an hourly rate of \$90 per hour with a not-to-exceed fee of \$10,012 for inspections and reports, and \$90 per hour for meetings and court appearances as-needed. If the Village Board concurs with the staff recommendation, they may authorize the Village Manager to execute the contract by motion.

DTB:db



**T.P.I.** Building Code Consultants, Inc.  
7N262 West Whispering Trail  
St. Charles, Illinois 60175  
Office (630) 443-1567 Fax (630) 443-2495  
E-mail: [tpil@tpibcc.com](mailto:tpil@tpibcc.com)

**RFP for Carolshire Commons Inspections**

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May 26, 2015

Mr. Don Bastian  
Community Development Director  
Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, IL 60188

Dear Mr. Bastian,

T.P.I. Proposes to provide the Village of Carol Stream with Residential Building Code, Fire Code and Property Maintenance Inspection Services for the Carol Shire Commons property in accordance with the attached pages two through eight.

For any questions regarding this contract please contact;

JoAnne Tisinai, C.E.O.  
T.P.I. building Code Consultants, Inc.  
7N262 West Whispering Trail  
St. Charles, IL 60175  
630-443-1567

T.P.I. Building Code Consultants, Inc.

Signed: JoAnne Tisinai

By: JoAnne Tisinai

Title: CEO

Village of Carol Stream

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**T.P.I.** Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

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**I. Letter of Interest**

May 15, 2015

Mr. Don Bastian  
Community Development Director  
Village of Carol Stream  
500 N. Gary Ave.  
Carol Stream, IL 60188

Dear Mr. Bastian,

T.P.I. intends to provide the Village of Carol Stream with Residential Building Code, Fire Code and Property Maintenance Inspection Services for the Carolshire Commons property as specified on the following pages.

For any questions or further negotiations regarding this contract, please contact:

JoAnne Tisinai, CEO  
T.P.I. Building Code Consultants, Inc.  
7N262 West Whispering Trail  
St. Charles, IL 60175  
Phone: 630-443-1567  
Fax: 630-443-2495  
Email: [tpi1@tpibcc.com](mailto:tpi1@tpibcc.com)

Sincerely,

JoAnne Tisinai, CEO

# **T.P.I.** Building Code Consultants, Inc.

## **Professional Residential & Commercial Plan Review and Inspection Services**

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### **II. Introduction/Understanding of Project**

It is our pleasure to submit this proposal to provide the inspection services required at the Carolshire Commons Condominiums for property maintenance, building and fire disciplines. Perhaps the best introduction we could give is the well documented and detailed inspection and report services we provided in 2012 for the same property. We will project the values and standards that the Village of Carol Stream has worked long and hard to uphold.

### **III. Qualifications of Firm**

T.P.I. has provided courteous, professional and timely code consultation, inspections and plan reviews for our clients for over 18 years, and we have quickly become one of the leaders of our industry. As a family-owned and operated business, T.P.I. offers personalized services that set us apart from the competition.

#### **Our services include the following:**

- Plan Reviews for all building, accessibility, electrical, mechanical, fire protection, and plumbing systems
- Inspection services for all building, accessibility, electrical, mechanical, fire protection, and plumbing
- Code consultation and updating of current codes
- Zoning compliance programs and RPZ tracking
- Property maintenance inspection program
- Real estate transaction inspection program
- On-call emergency inspections
- Aerial Photography of ongoing projects
- All commercial plan reviews performed by Master Code Professionals!

#### **T.P.I.'s Executives**

- **JoAnne Tisinai**- CEO, owner
- **Steve J. Tisinai**- President, owner, Certified Illinois Plumbing Inspector, Illinois Licensed Plumber, City of Chicago Licensed Plumber
- **Steve V. Tisinai**- Vice President, Mechanical Engineer, Master Code Professional, Illinois Licensed Plumber, Certified Illinois Plumbing Inspector, Certified Microsoft Systems Engineer
- **Joe Tisinai**-Vice President, Master Code Professional, Certified Illinois Plumbing Inspector, and Illinois Licensed Plumber, City of Chicago Licensed Plumber
- **Steve Mertes**- Vice President, Master Code Professional

#### **T.P.I.'s Values**

- **Customer Service:** Consistently striving for *total* customer satisfaction
- **Excellence:** Superior performance and outstanding quality of services
- **Ethical Behavior:** Maintaining honesty and fairness in all that we do
- **Economic Reasonableness:** Provide services in an economically efficient manner

T.P.I. has a staff that includes **Master Code Professionals**, Certified Illinois Plumbing Inspectors, certified residential and commercial building inspectors/plan examiners. All T.P.I. building inspectors are certified to provide building, electrical, and HVAC.

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

*\*T.P.I. Building Code Consultants is a corporation in good standing with the State of Illinois. To verify this information please go to the State of Illinois Website.*

### IV. Project Approach

#### Inspections

- Inspections schedule to be determined with T.P.I.
- Current availability is Tuesday and Thursday afternoon
- Full day availability on Saturdays (Saturday rates apply)
- Full Reports to be prepared by T.P.I. representative

#### Equipment

- T.P.I. will provide vehicles, maintenance and insurance
- T.P.I. provides all T.P.I. uniform shirts
- T.P.I. will provide necessary inspection equipment, cell phones, and safety equipment

#### Costs/Fees

	Fee	Estimated hours	Estimated Cost	Not to Exceed
<b>Tuesday/Thursday Inspections</b>	\$90.00/hour	40	\$3,600.00	\$4,500.00
<b>Saturday Inspections</b>	\$135.00/hour	40	5,400.00	\$7,425.00
<b>Report time</b>	\$90.00/hour	35	\$3,150.00	\$4,050.00
<b>Court</b>	\$90.00/hour	Unable to estimate accurately	Minimum 1 hour plus 1 hour travel	

All inspection and court time is minimum 1 hour plus 1 hour travel

### V. Related Experience

- **Village of Carol Stream**  
Completed original inspections for this property, as well as, townhouse subdivision inspections and plan review
- **City of Countryside**  
T.P.I. is currently providing positions for all aspects of the building department. This includes property maintenance, building/plumbing inspections, all plan reviews, and in-house representation.
- **Village of Mount Prospect**  
T.P.I. is currently under a multi-year contract to provide all commercial/residential plan reviews and inspections.
- **Village of Bensenville**  
T.P.I. performs commercial and residential plan reviews and inspections for the Village of Bensenville; in the past, we provided additional services for the Home Improvement Grant Program and the Real Estate Transfer Inspections program.
- **Village of Bellwood**  
T.P.I. provides commercial/residential plan reviews as well as presale/building inspections, plumbing inspections and in-house representation.

# T.P.I. Building Code Consultants, Inc.

## Professional Residential & Commercial Plan Review and Inspection Services

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- **Village of Willowbrook**  
T.P.I. performs commercial and residential plan reviews and plumbing inspections. T.P.I. also provides building inspections and in-house representation as needed.
- **Village of Lincolnwood**  
T.P.I. is currently under a multi-year contract to provide all building department services.
- **County of DuPage**  
T.P.I. provides all commercial/residential plan reviews and plumbing inspections as needed.
- **Village of Mundelein**  
T.P.I. completed all building, electrical, mechanical and plumbing inspections for a 730 single family home, high production, fast paced project.

### VI. References

#### **Village of Bloomingdale**

Mr. Mike Gricus  
201 S. Bloomingdale Rd.  
Bloomingdale, IL 60108  
(630) 671-5661

#### **Village of Mount Prospect**

Mr. Bill Schroeder  
50 S. Emerson  
Mount Prospect, IL 60056  
(847) 818-5289

#### **Village of Willowbrook**

Mr. Tim Halik  
7760 Quincy St.  
Willowbrook, IL, 60527  
(630) 920-2261

#### **Village of Hinsdale**

Mr. Rob McGinnis  
19 E. Chicago Ave.  
Hinsdale, IL, 60521  
(630) 789-7037

#### **Village of Countryside**

Ms. Sharon Peterson  
5550 East Ave.  
Countryside, IL 60525  
(708) 354-7270

#### **Village of Bolingbrook**

Mr. Dan Buonamici  
375 Briarcliff Rd.  
Bolingbrook, IL 60440-0951  
(630) 226-8470

T.P.I. agrees to comply with all terms and conditions as stated in this contract. T.P.I. does not have a conflict of interest with any past, present or known future policies, plans or programs of the Village of Carol Stream, with any elected or appointed officials of the Village, nor with owners or managers of rental properties in Carol Stream.

At T.P.I., we pride ourselves in providing personalized services that are molded to the specific needs of each municipality. We treat every customer as if they are our *only* customer. Thank you for the opportunity to provide you with our service information.

Sincerely,

JoAnne Tisinai, CEO

*Please refer to the following pages for the proposed team dependent on availability. T.P.I. will utilize other qualified team members based on availability and need.*

**T.P.I.** Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

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**Steve V. Tisinai, Master Code Professional, Certified Illinois Plumbing Inspector**

**Education:**

**1992-1996      University of Illinois – Urbana / Champaign  
Bachelor of Science in Mechanical Engineering  
Certified Microsoft Systems Engineer**

**Certifications**

- Illinois Licensed Plumber
- ICC Master Code Professional
- ICC Certified Building Official
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Electrical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner

**T.P.I.** Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

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**Joseph J. Tisinai, Master Code Professional, Certified Illinois Plumbing Inspector**

Plumbing Inspector/Plans Examiner since 2000

Plumbing foreman from 2001 to 2004

Hanover Park Fire Protection District as a firefighter 1993 to 1999  
Licensed Emergency Medical Technician 1996

**Certifications:**

- ICC Master Code Professional
- State of Illinois Plumbing License
- City of Chicago Plumbing License
- Certified Illinois Plumbing Inspector
- ICC Certified Building Official
- ICC Residential Plumbing Inspector
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Plumbing Inspector
- ICC Commercial Electrical Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Electrical Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner
- Fire Fighter II
- Hazardous material Awareness

# T.P.I. Building Code Consultants, Inc.

Professional Residential & Commercial Plan Review and Inspection Services

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## Keith Klampert, , Master Code Professional,

### Certifications:

- ICC Master Code Professional
- ICC Certified Building Official
- ICC Residential Building Inspector
- ICC Residential Mechanical Inspector
- ICC Residential Electrical Inspector
- ICC Residential Plumbing Inspector
- ICC Commercial Building Inspector
- ICC Commercial Mechanical Inspector
- ICC Commercial Electrical Inspector
- ICC Commercial Plumbing Inspector
- ICC Building Plans Examiner
- ICC Mechanical Plans Examiner
- ICC Electrical Plans Examiner
- ICC Plumbing Plans Examiner
- ICC Accessibility Inspector / Plans Examiner
- ICC Residential Energy Inspector / Plans Examiner
- ICC Building Inspector
- ICC Combination Inspector
- ICC Commercial Combination Inspector
- ICC Commercial Energy Inspector
- ICC Commercial Energy Plans Examiner
- ICC Disaster Response Inspector
- ICC Electrical Inspector
- ICC/AACE Property Maintenance & Housing Inspector
- ICC/AACE Zoning Inspector
- ICC Mechanical Inspector
- ICC Plumbing Inspector
- ICC Residential Plans Examiner





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: BB

DATE (MM/DD/YYYY)  
05/26/2016

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

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

PRODUCER Bechtold Insurance Agency 502 N. Plum Grove Rd. Palatine, IL 60067	CONTACT NAME: <b>Bechtold Insurance Agency</b>	
	PHONE (A/C, No., Ext): <b>847-221-2500</b>	FAX (A/C, No.): <b>847-221-2510</b>
E-MAIL ADDRESS: <b>Info@bechtoldinsurance.com</b>		
PRODUCER CUSTOMER ID #: <b>TPI-BUI</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	<b>Erie Insurance Group</b>	<b>26271</b>
INSURER B:	<b>Essex Insurance Company</b>	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED **TPI Building Code Consultants, Inc.**  
**7 N. 262 West Whispering Trail**  
**St Charles, IL 60175-6361**


**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>		Q46 2790205	10/27/2014	10/27/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Q03 0730595	03/07/2015	03/07/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		Q34 2770145	10/27/2014	10/27/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	Q94 2700939	10/27/2014	10/27/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PROFESSIONAL LIABILITY		MG702136	11/16/2014	11/16/2015	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>CAROLST</b>  Village of Carol Stream 500 N. Gary Ave. Carol Stream, IL 60188	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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*Village of Carol Stream*  
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer *WNC*

DATE: May 27, 2015

RE: Resolution to Approve a Local Agency Agreement for Federal Participation – West Branch DuPage River/Fair Oaks Road Trail – Construction Phase III

An agreement was executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project. The Village Board has previously approved this agreement, but IDOT has recently required a resolution that includes the actual funding amounts, not just referenced to the attachment as previously done.

The current cost estimate for participating construction and construction engineering is \$1,667,758, of which \$1,235,490 is from FHWA funding and \$432,268 is from Village, Township and Forest Preserve District funding. Actual costs will be used in the final division of cost for billing and reimbursement based on a 80/20 split for ITEP funds and 75/25 for STU funds.

Engineering staff therefore recommends the resolution be approved and signed by the Mayor and returned to IDOT for final processing. If you have any questions, please call.

Cc: James T. Knudsen, Director of Engineering Services  
Jon Batek, Finance Director

Attachment

Village of Carol Stream  
Location: Fair Oaks Road  
Section No.: 10-000-55-00-BT  
Project No.: M-9003 (607)  
Job No.: C-91-434-10  
DuPage County

**RESOLUTION NO.**

**A RESOLUTION APPROVING LOCAL AGENCY AGREEMENT  
FOR FEDERAL PARTICIPATION-WEST BRANCH  
DUPAGE RIVER/FAIR OAKS ROAD TRAIL –  
CONSTRUCTION PHASE III**

WHEREAS, Village of Carol Stream is attempting to improve a segment of Fair Oaks Road from St. Charles to Army Trail Road that is approximately 2.31 miles in length.

WHEREAS, the cost of said improvement has necessitated the use of federal funds.

WHEREAS, the federal fund source requires a match of local match.

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 that Village of Carol Stream authorized four hundred thirty two thousand, two hundred and sixty-eight dollars, (\$432,268) or as much may be needed to match federal funds in the completion of MFT Section Number 10-00055-00-BT

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to transmit three certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the Wayne Township Road District and Forest Preserve District of DuPage County.

PASSED AND APPROVED THIS 1st DAY OF JUNE, 2015.

AYES:


NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Village of Carol Stream	X			
	Section	Fund Type		ITEP and/or SRTS Number	
	10-00055-00-BT	STU and ITEP		102350 (ITEP)	
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-434-10	M-9003(607)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Local Name	1) Fair Oaks Road, 2) St. Charles Road	Location	1FAU 2542 2) Off System	Length	1) 1.98 Mi 2) 0.33 Mi
Termini	1) St. Charles Road to Army Trail Road 2) Existing Path to Fair Oaks Road				

Current Jurisdiction	LA	TIP Number	08-09-0012	Existing Structure No	N/A
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**Project Description**

Construction and construction engineering for the HMA multi-use path along Fair Oaks Road and St. Charles Road.

**Division of Cost**

Type of Work	STU	%	ITEP	%	LA	%	Total
Participating Construction	1,091,000	( * )		( )	396,145	( BAL )	1,487,145
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering		( )	144,490	( ** )	36,123	( BAL )	180,613
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials		( )		( )		( )	
<b>TOTAL</b>	<b>\$ 1,091,000</b>		<b>\$ 144,490</b>		<b>\$ 432,268</b>		<b>\$ 1,667,758</b>

\* Maximum FHWA (STU) participation 75% not to exceed \$1,091,000

\*\* Maximum FHWA (ITEP) participation 80% not to exceed \$144,490.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

**Method of Financing (State Contract Work)**

- METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_
- METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.
- METHOD C---LA's Share \_\_\_\_\_ Balance \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Name of Official (Print or Type Name)

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature) Date

The above signature certifies the agency's TIN number is  
36-2510906 conducting business as a Governmental  
Entity.

DUNS Number 051080190

\_\_\_\_\_  
Randall S. Blankenhorn, Acting Secretary Date

By:  
\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel Date

\_\_\_\_\_  
Tony Small, Director of Finance and Administration Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



**RESOLUTION NO.**

**A RESOLUTION APPOINTING NEW MEMBERS TO  
THE LOCAL YOUTH COUNCIL**

WHEREAS, Resolution No. 2161 adopted on November 7, 2005 created a Local Youth Council; and

WHEREAS, the Mayor and Board of Trustees upon review of the names provided concur with the recommendation.

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: Gina Maggiore, a sophomore from West Chicago High School is hereby appointed to the Local Youth Council.

SECTION 2: Nicholas Malito-Glenbard North High School, Kaitlyn Czarnecki-West Chicago High School, and Bansari Patel-Glenbard North High School are currently appointed to the local Youth Council.

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

PASSED AND APPROVED THIS 1st DAY OF JUNE, 2015.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Village Trustees  
**FROM:** Frank Saverino, Sr., Mayor  
**DATE:** May 22, 2015  
**RE:** Plan Commission/Zoning Board of Appeals Appointment

---

Due to the resignation of James Joseph, a vacancy has been created on the Plan Commission/Zoning Board of Appeals (PC/ZBA). I am recommending the appointment of Frank Parisi to fill James Joseph's unexpired term. Attached you will find a letter expressing interest in the position.

Your concurrence with this appointment is requested. Mr. Parisi's term will expire on October 31, 2016.

FS/dk

Attachment

22 May 2015

Frank Parisi  
1120 Hyannis Circle  
Carol Stream Illinois 60188  
1-630-386-6261

Mr. Don Bastian, AICP  
Assistant Community Development Director  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, Illinois 60188

Re: Plan Commission / Zoning Board of Appeals Application

Dear Don:

It is with great pleasure that I submit to you and the Village of Carol Stream this application for consideration to serve on the plan commission / zoning board of appeals.

I have been a proud resident of the Village since 1999. Over the past number of years, I have attentively watched and contributed to the growth of the Village. As a principal and owner of Williams Architects, I have directly impacted communities in Illinois and the Midwest through the design and development of community buildings for Park Districts, Conservation Districts and Municipalities. During my 25 year career as an Architect, I have an inherent understanding of a plan commission body and the positive impact it provides to the community. Most recently, I was directly involved in the Fountain View Recreation Center design for the Carol Stream Park District. I believe it is a welcome addition to the community and will serve the community for many years to come.

My positive experience with the Community Development Department, the Village of Carol Stream Plan Commission, and the Village Board leads me to this junction toward continuing public service in your own community. Seeing the positive impact of your work in your own community is rewarding. Therefore, I believe that my experience in the Architectural Field can positively assist our community by serving on the Village's Plan Commission. A forwarding thinking approach with an eye toward the future while serving on the Plan Commission I believe will serve the community well.

I thank you for your consideration and this opportunity to serve the Village of Carol Stream.

Respectfully submitted;



Frank Parisi, AIA, LEED BD+C

CAROL STREAM PUBLIC LIBRARY

616 Hiawatha Drive • Carol Stream, IL 60188  
(630)-653-0755 • FAX (630) 653-6809  
www.cslibrary.org

May 20, 2015

To: The Honorable Mayor Frank Saverino and  
Members of the Board of Trustees of the  
Village of Carol Stream

Cc: Joseph E. Breinig, Village Manager

Re: Board of Library Trustees of the Village of Carol Stream  
Annual Report 2014-2015

Pursuant to the Local Library Act (75 ILCS 5/4-10), the Board of Library Trustees of the Village of Carol Stream submits the following Annual Report for the Fiscal Year ending April 30, 2015 on the condition of its trust.

- Part I – Itemized Statement of the various funds received from the library fund and from other sources (subject to annual audit)-**Exhibit 1**
- Part II – Itemized statement of the objects and purposes for which those sums of money have been expended (subject to annual audit)-**Exhibit 2**
- Part III – a statement of the number of books and periodicals available for use, and the number and character thereof circulated
- Part IV – A statement of the real and personal property acquired by legacy, purchase, gift or otherwise
- Part V – A statement of the character of any extensions of library service which have been undertaken
- Part VI – A statement of the financial requirements of the library for the ensuing fiscal year for inclusion in the appropriation of the corporate authority, and of the amount of money which, in the judgement of the board of library trustees, it will be necessary to levy for library purposes in the next annual tax levy ordinance
- Part VII – A statement as to the amount of accumulations and the reasons thereof (subject to annual audit)
- Part VIII -- A statement as to any outstanding liabilities including those for bonds still outstanding or amounts due for judgements, settlements, liability insurance, or for amounts due under a certificate of the board
- Part IX – Any other statistics, information and suggestions that may be of interest

**Part III**

Total number of books (including audiobooks and EBooks) is 193,527. The Library subscribes to 234 magazines, 92 downloadable magazines and 31 newspapers. Back issues of six months to one year are available. The Library circulated 422,432 items during FY 14/15.

**Part IV**

The Library did not acquire any property over the past year.

**Part V**

- The Youth Services Department offered 427 programs with 15,576 attendees. The Adult Services Department offered 154 programs with 3528 attendees. 101 Teen programs were offered with 3574 attendees. This reflected an increase of 10% in number of programs offered and an increase of 14% in attendees over FY 13/14.
- The Library hosted a Cinco de Mayo Celebration that attracted over 1,400 attendees on May 4, 2014.
- The Library hosted a Holiday Open House that attracted over 2,100 attendees in December 2015.
- The Library provided seventy four one-on-one appointments for patrons with government representatives regarding the new Affordable Care Act as well as three group presentations.
- A new play table and other activity manipulatives were integrated into the Youth Services family play area.
- The Library added a new online streaming video, audiobook and music service called Hoopla. It is an on demand service with simultaneous use permitted.
- The Library added Lynda.com as an electronic resource that can be accessed under "Research a Topic" on the Library website. Lynda.com provides access to online courses for computer software, business, and professional skills.
- The Library's Website [www.cslibrary.org](http://www.cslibrary.org) offered patrons 24/7 service with the opportunity to download audiobooks, eBooks, EMagazines, streaming video and music, access to online subscription databases, and to view the collection of historical photos held by the Library, as well as registering for programs and meeting room use through their home computers and other devices.
- The Library has a mobile website for patrons to access the Library with their smartphones.
- Outreach services continued to young adults, senior citizens, schools, the business community, Carol Stream Outreach Community Center, and Headstart visits. The Library participated in the Christmas Sharing Program, Holiday Lights Recycling, Food for Fines collection, National Night Out, JustPlay!, Barkfest!, Town Center concerts, parade and other social service projects in the Community.
- Late night studying during Finals week was offered to high school students with the option of staying at the Library until 11:00 P.M. for three evenings, twice a year, during Finals week. The program is very popular with high school students and enjoys high participation.
- The Library offers monthly Tech Nights for patrons to instruct them on using their electronic devices to access and use the Library's online services.
- The Library has study rooms available for individuals and groups to reserve.
- The Library has meeting room space available for community groups and organizations to reserve.
- The Library provides access to public computers, scanner, FAX, printer, copier, wireless/remote printing and Wi-Fi.
- The Library provides a texting message notification service through a service called Shoutbomb.
- Teen Advisory Board (TAB) meets and plans exciting programs for teens in the community. Ex.-Dr. Who Trivia Night and Readbox display.
- An English Conversation program for ESL patrons meets every Tuesday morning at the Library for practice in conversation English. This program is offered in partnership with Literacy DuPage.

- Carol Stream Library card holders have the opportunity to check out a Museum Adventure Pass for free or reduced admission to local area museums on a first come/first serve basis.
- The Library's newsletter, *Between the Lines*, was delivered every month to homes in Carol Stream and to apartment complexes to inform them of services and programs.

### Part VI

In order to provide Library services and programs and to achieve its goals and objectives, the Library Board estimates that a total of \$3,440,000 is necessary to levy for library purposes in FY2016. We estimate that we will receive \$150,000 in other income. Estimated expenditures in the FY2016/2017 Working Budget include:

#### General Fund Estimate

Salaries	\$1,890,000
Benefits	323,000
Plant Maintenance	165,000
Business Expense	145,000
Automation & Dept. Operations	205,000
Services	110,000
Collection Development	<u>422,000</u>
	\$3,260,000
Less other income	<u>- 150,000</u>
General Fund Levy Estimate	\$3,110,000

#### Special Fund Levy Estimates

FICA	\$ 100,000
Audit	10,000
Liability	30,000
IMRF	<u>190,000</u>
	\$ 330,000

Total Levy estimate for 2015 is \$3,440,000

### Part VII

The Library Board continues to implement, within its financial plan, the accumulation of funds for the purpose of completing capital improvement projects, making major repairs, providing for catastrophic emergency, and special projects. This past fiscal year the Library had \$491,438 (subject to audit) remaining to add to the Library's Reserve and Special Funds. The surplus this year was a result of staffing changes, staff vacancies, new vendor contracts and reductions in some of our yearly expenses.

### Part VIII

The Library Board has no contingent liabilities, including bonds, judgments, or settlements.

### Part IX

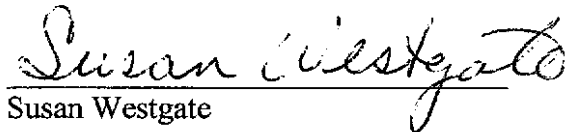
- Percentage of population (39,711) registered with Library cards is 37 % (14,537 cardholders).

- There were 130,928 visits to the Library's Web page and remote access to the Library's subscription databases via the Web page was 39,408 sessions (11% increase). 18,205 audiobooks and eBooks were downloaded through the Library's subscription services via the Library web page (17% increase). 1441 downloadable items have been streamed from the Library's newest online streaming service Hoopla (October 2014). 2129 magazines were downloaded with the Library's downloadable on line magazine service Zinio (March 2014).
- There were 36,561 users of our public access computers for 34,434 hours.
- There were 1674 Wi-Fi users.
- The Library's Facebook page has 784 Likes (39% increase).
- The number of homebound patrons currently being served is 32. We delivered 2083 items to our homebound patrons this fiscal year.
- Adult reference staff answered 29,590 questions. Children's reference staff answered 15,095 questions for a total of 44,685.
- 2092 patrons reserved the study rooms for a total of 3,153 hours.

#### CERTIFICATION

This Annual Report is filed by the Carol Stream Public Library pursuant to the Local Library Act (75 ILCS 5/4-10) for the fiscal year commencing May 1, 2014 and ending April 30, 2015.

Signed:



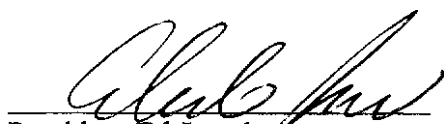
Susan Westgate  
Library Director

Attest:

I, the undersigned President of the Board of Library Trustees of the Village of Carol Stream, hereby state that the foregoing entitled:

BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF CAROL STREAM ANNUAL  
REPORT 2014-2015

is a true and accurate report of the activities of the Carol Stream Public Library for the year stated.



President Ed Jourdan  
Board of Library Trustees

(Seal)

**EXHIBIT 1 - FY 15 Income Received (subject to audit)**

<b>ACCT #</b>	<b>Account Name</b>	
	<b>GENERAL FUND REVENUES</b>	
	<b>Property Taxes</b>	
	Property Tax -- Current	3,084,058
	Property Tax -- Non-Current	0
	PPR Taxes	43,962
	<b>Interest Income</b>	
	Interest Income -- Taxes	55
	Interest Income -- Investments	13,635
	<b>Patron Payments</b>	
	Fines & Fees	46,232
	Public Copier Payments	11,304
	Non-Resident Card Fees	1,340
	Sale items	341
	Donations	1,725
	Developer Contributions	4,150
	RBP/ILL Reimbursements	775
	<b>Grants</b>	
	Per Capita Grant	49,639
	Other Grants/Awards	0
	Other Income	2,878
	<b>TOTAL GENERAL FUND REVENUE</b>	<b>3,260,094</b>
	<b>SPECIAL FUND REVENUES</b>	
	<b>IMRF Fund</b>	
	Property Tax -- Current	212,936
	Property Tax -- Non-Current	-
	Interest Income Taxes	2
	Interest Income Investments	256
	<b>FICA Fund</b>	
	Property Tax -- Current	115,508
	Property Tax -- Non-Current	0
	Interest Income Taxes	2
	Interest Income Investments	527
	<b>Liability Fund</b>	
	Property Tax -- Current	25,110
	Property Tax -- Non-Current	0
	Interest Income Taxes	0
	Interest Income Investments	62



<b>EXHIBIT 1 - FY 15 Income Received (subject to audit)</b>			
<b>ACCT #</b>	<b>Account Name</b>		
	<b>Audit Fund</b>		
	Property Tax -- Current	9040	
	Property Tax -- Non-Current	0	
	Interest Income Taxes	0	
	Interest Income Investments	1	
	<b>Capital Maint. &amp; Repair</b>		
	Interest Income Investments	846	
	<b>Working Cash Fund</b>		
	Interest Income Investments	161	
	<b>TOTAL SPECIAL FUND REVENUES</b>	364,451	
	<b>TOTAL INCOME FY 2015</b>	<b>\$3,624,545</b>	

**EXHIBIT 2 - FY 15 EXPENSES (subject to audit)**

<b>ACCT #</b>	<b>Account Name</b>		
	<b>GENERAL FUND EXPENDITURES</b>		
<b>5100</b>	<b>SALARIES</b>		
5101	EXEMPT STAFF SALARIES	895,797	
5102	NON-EXEMPT STAFF SALARIES	694,317	
5103	CUSTODIAL SALARIES	52,245	
5104	BENEFITS-MED/LIFE/DENTAL		
5105	Professional Education	8,562	
5106	Memberships	4,739	
5107	Benefits -- Life insurance	1,519	
5108	Benefits -- Health Insurance	204,758	
5109	Benefits -- Other	1770	
5110	Trustee Development	1753	
	<b>TOTAL</b>	<b>1,865,460</b>	
<b>5200</b>	<b>PLANT MAINTENANCE</b>		
5201	SUPPLIES	13,274	
5202	MAINTENANCE/REPAIR	11,160	
5203	MAINTENANCE CONTRACTS	38,531	
5204	LANDSCAPE MAINTENANCE	15,261	
5205	FURNITURE/EQUIPMENT	9,197	
5206	ELECTRIC - COMM EDISON	41,671	
5207	WATER/SEWER	4,332	
5208	INSURANCE (PROPERTY)	7,898	
	<b>TOTAL</b>	<b>141,324</b>	
<b>5300</b>	<b>BUSINESS EXPENSE</b>		
5301	POSTAGE	6744	
5302	OFFICE&EQUIPMENT SUPPLIES	7,848	
5303	PRINTER SUPPLIES	9,717	
5304	EQUIPMENT LEASING	13,384	
5305	MILEAGE REIMBURSEMENT	3,205	
5306	LEGAL NOTICES	705	
5308	BUSINESS PHONE	8,263	
5309	ACCOUNTING SERVICE	13,715	
5310	MATERIAL RECOVERY FEES	2,282	
5311	PAYROLL SERVICE	6,938	
5312	ATTORNEY FEES	3,125	
5314	OTHER CONSULTANTS	18,595	
5315	OTHER EXPENDITURES	7,495	
5317	BANK FEES	731	
5319	SECURITY SERVICE	16,270	

**EXHIBIT 2 - FY 15 EXPENSES (subject to audit)**

<b>ACCT #</b>	<b>Account Name</b>		
5320	Donation Received Expense	7,447	
	<b>TOTAL</b>	<b>126,464</b>	
<b>5400</b>	<b>CIRCULATION &amp; MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES</b>		
5401	Automation Hardware	12,401	
5402	ISP and Web Page Hosting	2,885	
5403	Computer Software	6,384	
5404	LAN and Hardware Maintenance	35,274	
5405	Technical Services Supplies	19,631	
5406	Circulation Supplies	4,008	
5408	Tech Services Online Resources	10,885	
5409	RBP/ILL Expenses	1,032	
5410	MAGIC Consortium	72,577	
	<b>TOTAL</b>	<b>165,077</b>	
<b>5500</b>	<b>SERVICES</b>		
5501	Youth Services Programs	16,749	
5503	Adult Programs	11,004	
5504	Library Printing	1,220	
5505	Library Newsletter	38,938	
5509	Library Publicity and Promotion	13,614	
	<b>TOTAL</b>	<b>81,525</b>	
<b>5600</b>	<b>COLLECTION DEVELOPMENT</b>		
5601	Youth Services Books	57,179	
5606	Youth Services Media	16,226	
5630	Adult Books	107,409	
5634	Online Resources	63,331	
5635	Magazines & Newspapers	4,109	
5637	Adult Media	64,757	
5651	Digital Media	28,682	
5652	Grant/Award Expense (Databases)	49,639	
	<b>TOTAL</b>	<b>391,332</b>	
	<b>GENERAL FUND EXPENDITURES</b>		
5100	SALARIES	1,865,460	
5200	PLANT MAINTENANCE	141,324	
5300	BUSINESS EXPENSE	126,464	
5400	CIRCULATION & MATERIAL Proc....	165,077	
5500	SERVICES	81,525	
5600	COLLECTION DEVELOPMENT	391,332	

**EXHIBIT 2 - FY 15 EXPENSES (subject to audit)**


<b>ACCT #</b>	<b>Account Name</b>			
	<b>TOTAL</b>		<b>2,771,182</b>	
	<b>SPECIAL FUND EXPENDITURES</b>			
	<b>Account Name</b>			
	<b>LIABILITY INSURANCE FUND</b>		<b>23,762</b>	
	<b>FICA FUND</b>		<b>121,180</b>	
	<b>IMRF FUND</b>		<b>193,673</b>	
	<b>AUDIT FUND</b>		<b>8,384</b>	
	<b>Capital Maintenance &amp; Repair Fund</b>		<b>5,840</b>	
	<b>Special Capital Projects</b>		<b>9,087</b>	
	<b>TOTAL</b>		<b>361,926</b>	
	<b>General Fund Expenditures</b>		<b>2,771,182</b>	
	<b>Special Fund Expenditures</b>		<b>361,926</b>	
	<b>Total Expenditures</b>		<b>\$ 3,133,108</b>	

# Village of Carol Stream

## Interdepartmental Memo

AGENDA ITEM  
12.3 6-1-15-

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Acting Community Development Director 

**DATE:** May 28, 2015

**RE:** **Agenda Item for the June 1, 2015, Village Board Meeting: *Relay for Life of Carol Stream* – Request for Approval of a Temporary Waiver to the Code of Ordinances to Allow Temporary Promotional Signage and a Temporary Sign Permit Fee Waiver**

### PURPOSE

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

### REQUEST

Attached is an e-mail dated May 27, 2015, from Denise Simone with *Relay for Life of Carol Stream*, in which Ms. Simone explains the various types and locations of signs she would like to install leading up to this year's *Relay for Life* event, which will be held on June 27, 2015. With *Relay for Life* being held at Ross Ferraro Town Center this year, Ms. Simone has been coordinating with Village staff on various aspects of the event. One aspect for which Ms. Simone is seeking approval from the Village involves promotional signage. The table below provides information regarding desired signage.

Type of Sign and Quantity	Location/ Property Owner	Installation Date	Removal Date
Plywood Ribbon Sign (1)	SWC Gary & Lies @ Town Center	June 6	June 29
Yard ("Political") Signs (5)	Five locations @ Town Center	June 18	June 29
Yard Signs & Tree Ribbons (30-35)	Signs to be located within public rights-of-way along Lies, Kuhn, County Farm, Army Trail, and Merbach; ribbons on parkway trees in same areas	June 19	June 29
Banners (2)	SEC Lies & Fountain View @ Town Center; NWC Lies & Kuhn (Village-owned storm water management property)	June 19	June 29

### **STAFF ANALYSIS**

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

**Plywood Ribbon Sign** – The purple plywood ribbon sign, shown on the attached photo, can be permitted on the Town Center property as an on-premises ground sign. However, the eight-foot tall sign is greater than the six-foot maximum allowable height, and so Village Board approval of a temporary waiver is required.

**Yard (political-style) Signs at Town Center** – The five yard signs, an example of which is shown on the attached photo, are proposed to be installed around Town Center. These signs require Village Board approval of a temporary waiver to allow additional on-premises ground signs.

**Yard Signs and Tree Ribbons** – As noted, Ms. Simone is requesting permission to install 30-35 yard signs within the rights-of-way along Lies, Kuhn, County Farm and Army Trail Roads, and Merbach Drive. She is also seeking permission to tie purple ribbons around parkway trees in the same areas. The Village Board may grant a temporary waiver to the Code of Ordinances to allow the signs to be temporarily placed within the rights-of-way of Village streets (Lies, Kuhn and Merbach); however, the Village would not have the authority to approve the installation of such signs within the rights-of-way of other jurisdictions such as DuPage County, which has jurisdiction over the County Farm and Army Trail Road rights-of-way. Similarly, the Village Board may grant a temporary waiver to allow ribbons to be placed around trees within Village parkways, but not on trees within DuPage County parkways.

**Banners** – Ms. Simone is seeking approval to install one 18 square foot banner on the Town Center property at the southeast corner of Lies Road and Fountain View Drive and another banner on the Village-owned storm water management property at the northwest corner of Lies and Kuhn Roads. The banner on the Village-owned property at the southeast corner of Lies and Fountain View can be approved without a temporary waiver, since the Town Center property has frontage on multiple streets, however a temporary waiver to the Code of Ordinances is required for the banner proposed at the northwest corner of Lies and Kuhn Roads to allow an off-premises sign.

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

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

In evaluating the request for waiver of the temporary sign permit fee, staff notes the following:

- The request is being made by an organization for which a Use Permit has been issued for the use of the Town Center.
- The temporary sign permit fee requested to be waived applies to the advertisement of the event for which the Village has already approved use of the Town Center.
- The requestor is a not-for-profit organization whose purpose in holding the event is to raise funds for the public benefit.

In consideration of the above, staff believes the precedent that would be set by the waiver of the temporary sign permit fee for *Relay for Life* would apply to a very select set of circumstances, similar to those noted above. Therefore, staff has no objection to Ms. Simone's request.

### **RECOMMENDATION**

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

- To allow the plywood ribbon sign to exceed six feet in height;
- To allow five yard signs to be installed at Town Center;
- To allow up to 35 yard signs to be installed within Village rights-of-way along Lies Road, Kuhn Road and Merbach Drive;
- To allow ribbons to be displayed on trees within Village rights-of-way along Lies Road, Kuhn Road and Merbach Drive; and
- To allow an approximate 18 square foot banner to be installed on the Village-owned property at the northwest corner of Lies Road and Kuhn Road.

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

1. That Ms. Simone must obtain a temporary sign permit for the signs prior to their installation;

2. That the plywood ribbon sign must not be installed before June 6, 2015, the yard signs at Town Center must not be installed before June 18, 2015, and the yard signs and tree ribbons in Village rights-of-way and the banners must not be installed before June 19, 2015;
3. That all signs, banners and ribbons must be removed by June 29, 2015;
4. That the banners must be maintained in good condition for the duration of their installation;
5. That all signs must be installed and maintained in a manner that does not present visibility obstructions for motorists, and must not be installed within the sight-visibility triangle; and
6. That all signage must comply with all applicable state, county and village codes and requirements.

C: Denise Simone, Relay for Life of Carol Stream

DTB:db

T:\Village Board Special and Temporary Approvals\2015-5-28 VB Memo - Relay for Life Signage.docx



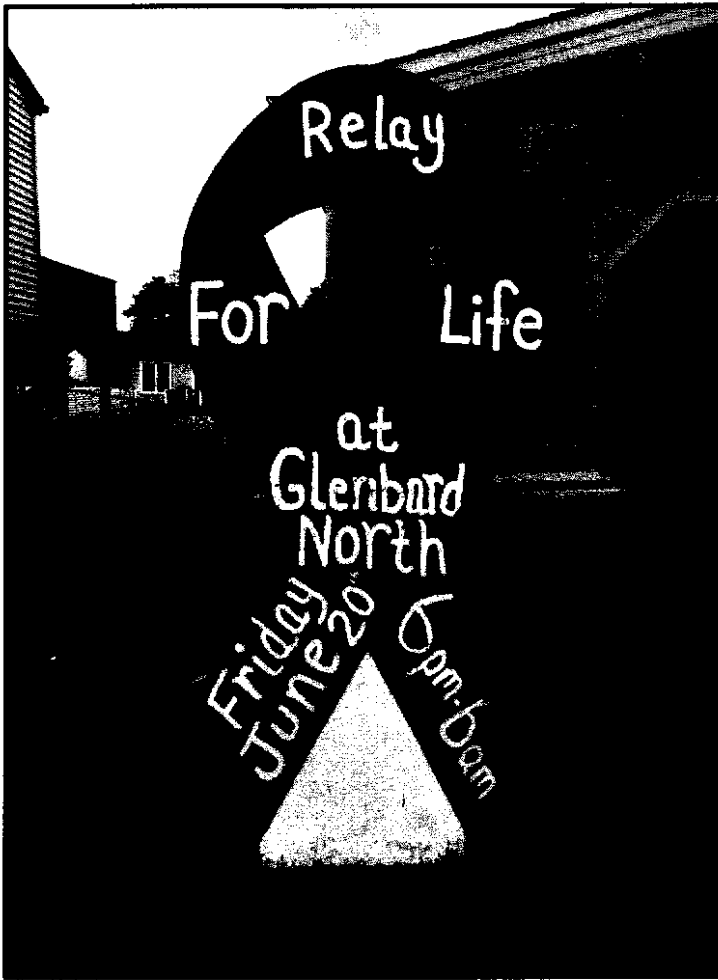
## Don Bastian

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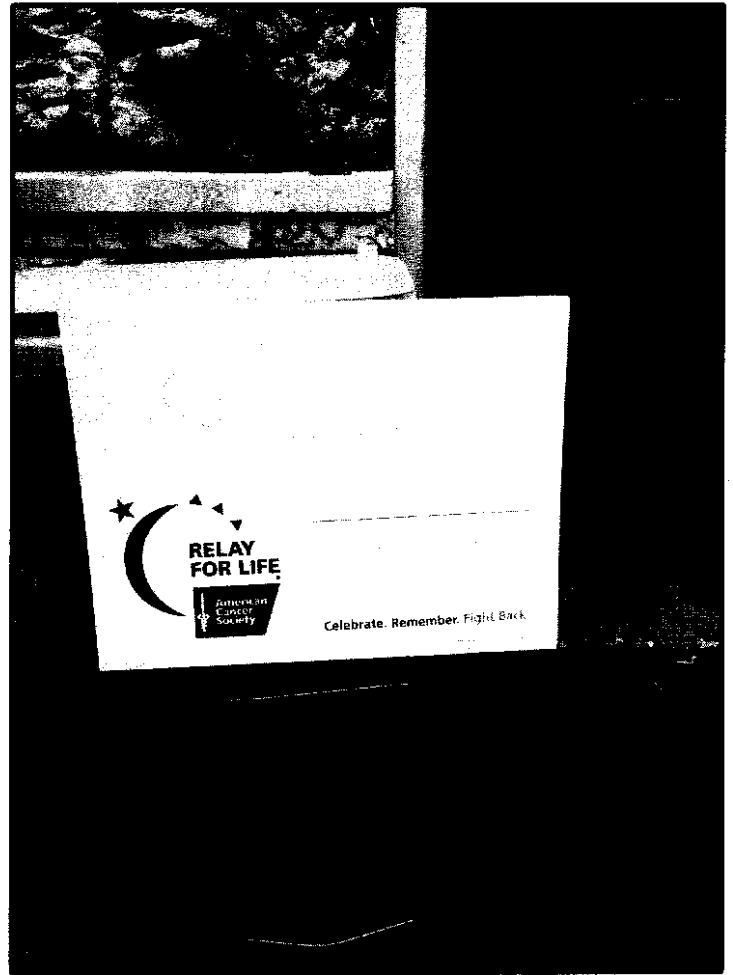
**From:** Denise simone <denisesimone3@yahoo.com>  
**Sent:** Wednesday, May 27, 2015 11:59 AM  
**To:** Don Bastian  
**Subject:** Relay sign permit

My name is Denise Simone I have been a Carol Stream resident for 40 years. I take pride in my community. I am the Carol Stream Relay for Life committee chair person for 2015. Relay for life is being held at the Town center on Saturday June 27th 2015. We are requesting a sign permit so that on June 19th we can paint our town purple. This is simply to put signs and purple ribbons around town to bring awareness to the community when relay for life will take place and that is a community event. We are asking that our 8ft plywood purple ribbon be placed on the corner of Lies Rd and Gary Ave. as soon as June 6th. It will be taken down on June 28th. We are requesting that 5 yard signs similar to the political signs be posted around town center on June 18th and removed on June 27th this will allow us to obtain exposure to 2 Thursday night concerts. Then on June 19th we would like to put several (around 30-35) yard signs and purple ribbon on trees down Lies Rd. from Gary Ave. to County Farm Rd. Kuhn Rd. between North Ave. and Army Trail Rd. and a few signs down County Farm Rd. to Army Trail then Army Trail to Gary Ave. around Kuhn and Merbach. All these signs and ribbons will be removed by the evening of June 28th. We would like to put a banner at the entrance of town center on the lies road side and the Village property we would also like a Banner put at the northwest corner of Kuhn and Lies rd. These vinyl banners are 6' x 3' and posted in with metal poles. The signs will be removed and June 28th. I understand that all signs and purple ribbons will be in or on Village Parkway no personal property unless given authorization by those residents. I will personally make sure all signs and ribbons are removed by Monday, June 29th 2015. Thank you for the consideration of the sign permit and helping us make this a successful community event.

Sincerely,  
Denise Simone  
Sent from my iPhone



Eight-foot tall Ribbon Sign, proposed for installation at the southwest corner of Gary & Lies (Town Center)



"Yard" signs, proposed for installation at Town Center (5) and along Village rights-of-way (30-35)

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Village Trustees  
**FROM:** Frank Saverino, Sr., Mayor *FS*  
**DATE:** May 26, 2015  
**RE:** Fire and Police Commission Appointment

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Due to the resignation of James Joseph, a vacancy has been created on the Fire and Police Commission. I am recommending the appointment of Keith J. Briggs to fill James Joseph's expired term. Attached you will find a letter expressing interest in the position.

Your concurrence with this appointment is requested. Mr. Briggs's term will expire on April 30, 2018.

FS/dk

Attachment

DUPAGE COUNTY OFFICE OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT



DANIEL J. CRONIN  
COUNTY BOARD CHAIRMAN

WILLIAM P. BABYAR  
DIRECTOR

418 N. COUNTY FARM ROAD  
WHEATON, IL 60187

630-682-7925  
WWW.PROTECTDUPAGE.ORG

ANIMAL CARE AND CONTROL  
630-407-2800

HOMELAND SECURITY AND EMERGENCY MGMT.  
630-682-7925

KEITH J. BRIGGS, CHIEF  
SECURITY DIVISION  
630-407-5225

Mayor Saverino:

Please consider this letter as a formal request to be considered to serve on the Board of Fire and Police Commission. I have lived in Carol Stream since 1987 and feel that volunteerism is the "backbone" to a strong community. I spent approximately 32 years as a Police Officer in Elk Grove Village retiring as a Police Commander in 2013. During that time I held numerous positions within the department taking advantage of all the opportunities that were provided to me. I have served in both the Field Services and the Support Services Divisions of the department in an officer and supervisory capacity. Some of these positions are as follows: Crime Prevention/Youth Officer; Recruiting; Sergeant of Patrol; Sergeant of Youth Investigations; Field Training Coordinator; Administrative Sergeant; Accreditation Manager; Patrol Commander; Administrative Commander. Currently I work for the DuPage County Office of Homeland Security and Emergency Management as Chief of the Security Division.

I spent approximately 8 years as an Adjunct Professor at the College of DuPage instructing various classes in Criminal Justice and continue to teach at the Suburban Law Enforcement Academy. I also worked for the Commission on Accreditation for Law Enforcement Agencies as an Assessor, (CALEA), evaluating departments in the area of management policy, procedures and practices.

I feel my diverse experience and specialized knowledge will benefit the Commission in choosing new officers for the department. I have a clear vision of Police Operations in the 21<sup>st</sup> Century and understand the qualities needed to be a good officer and leader.

As you may be aware I currently serve as the President of the School Board for CCSD 93, Travel Baseball Board, coach and volunteer in other areas within the community. I would feel proud to continue that service as a Fire and Police Commissioner. You can reach me at 630-254-1816 or email [kjb0192@att.net](mailto:kjb0192@att.net). Your consideration in this matter is greatly appreciated.

Keith J. Briggs

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

**AGENDA ITEM**  
L-1 6-1-15

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AT &amp; T</b>					
POLICE MOBILE DATA LINK MAY/JUNE	440.18	01652800-52230	TELEPHONE	630257651905 5/16/15	
	<u>440.18</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
PLUMBING INSP'S APRIL	1,300.00	01643700-52253	CONSULTANT	41527	
	<u>1,300.00</u>				
<b>BEARY LANDSCAPING</b>					
MOWING-462 ILLINI DR	350.00	01642100-52260	WEED MOWING	32360B	
	<u>350.00</u>				
<b>BENCHMARK SALES &amp; SERVICE OF IL INC</b>					
REWIND HSP#2 MOTOR & RECONNECT KUHN RC	5,950.00	04201600-52244	MAINTENANCE & REPAIR	15-1052	
	<u>5,950.00</u>				
<b>BRANCATO LANDSCAPING</b>					
ROUND 1 TREE PLANTING	5,400.00	01670700-52268	TREE MAINTENANCE	357	
ROUND 1 TREE PLANTING	16,200.00	01670700-52281	EAB REMOVAL/REPLACEMENT	357	
	<u>21,600.00</u>				
<b>BURRIS EQUIPMENT</b>					
ATV FOURWHEELER	8,985.49	01670400-54412	OTHER EQUIPMENT	WS06607	
	<u>8,985.49</u>				
<b>C J INCROCCI</b>					
REIMBURSEMENT FOR TUITION 1/14-5/15 2015	647.50	01662700-52223	TRAINING	TUITION FEES	
	<u>647.50</u>				
<b>CLARKE ENVIROMENTAL MOSQUITO MGMNT</b>					
WAYNE TWSHP PORTION OF MOSQUI-JULY	8,325.00	01670100-52269	MOSQUITO ABATEMENT	6351947	20160004
	<u>8,325.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>COMCAST CABLE</b>					
CABLE SERVICE- JUNE	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 05/19/15	
INTERNET SRV - JUNE	92.40	01652800-52234	DUES & SUBSCRIPTIONS	0010112 05/20/15	
	<b>96.61</b>				
<b>COMED</b>					
SERV FOR MAY	21.06	01670600-53210	ELECTRICITY	4483019016 05/19/15	
SERV FOR MAY	32.03	01670600-53210	ELECTRICITY	6827721000 05/13/15	
SERV FOR MAY	40.47	01662300-52298	ATLE SERVICE FEE	420219060 05/21/15	
SERV FOR MAY	59.01	04101500-53210	ELECTRICITY	2073133107 05/21/15	
SERV FOR MAY	69.04	01670300-53213	STREET LIGHT ELECTRICITY	0801065136 05/22/15	
SERV FOR MAY	70.00	01670600-53210	ELECTRICITY	4430145023 05/21/15	
SERV FOR MAY	77.24	04101500-53210	ELECTRICITY	0291093117 05/20/15	
SERV FOR MAY	80.79	04201600-53210	ELECTRICITY	2514004009 05/20/15	
SERV FOR MAY	84.98	01670300-53213	STREET LIGHT ELECTRICITY	0030086009 05/19/15	
SERV FOR MAY	87.11	01670300-53213	STREET LIGHT ELECTRICITY	3153036011 5/19/15	
SERV FOR MAY	103.27	01670600-53210	ELECTRICITY	0803155026 05/19/15	
SERV FOR MAY	110.91	01670600-53210	ELECTRICITY	1865134015 05/19/15	
SERV FOR MAY	115.63	01670300-53213	STREET LIGHT ELECTRICITY	0822115042 5/22/15	
SERV FOR MAY	131.49	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 05/21/15	
SERV FOR MAY	188.58	01670600-53210	ELECTRICITY	6337409002 05/21/15	
SERV FOR MAY	247.75	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 05/20/15	
SERV FOR MAY	277.42	04201600-53210	ELECTRICITY	0300009027 05/21/15	
SERV FOR MAY	507.95	04101500-53210	ELECTRICITY	2496057000 5/20/15	
SERV FOR MAY	717.95	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 05/22/15	
SERV FRM APRIL	16.13	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 5/14/15	
	<b>3,038.81</b>				
<b>CONSTELLATION NEW ENERGY</b>					
SERVICE FOR MAY	401.27	04101500-53210	ELECTRICITY	00243510220001	
	<b>401.27</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>COSTCO WHOLESale</b>					
BOARD ROOM TABLES	907.35	01680000-54412	OTHER EQUIPMENT	572090270	
	<u>907.35</u>				
<b>CRYSTAL MGMT &amp; MAINTENANCE SRV'S CORP</b>					
CLEANING SERV'S JUNE	860.00	01670100-52276	JANITORIAL SERVICES	22912	
CLEANING SERV'S JUNE	1,385.00	01680000-52276	JANITORIAL SERVICES	22912	
	<u>2,245.00</u>				
<b>DAVID G BAKER</b>					
VLG BOARD MTG TELECAST 5/18/15	110.00	01590000-52253	CONSULTANT	051815	
	<u>110.00</u>				
<b>DAVID L KINTZ</b>					
SERGEANT CANDIDATE INTERVIEW	700.00	01510000-52228	PERSONNEL HIRING	SERGEANT INTERVIEW	
	<u>700.00</u>				
<b>DAVID WEBB</b>					
SERGEANT CANDIDATE INTERVIEW	700.00	01510000-52228	PERSONNEL HIRING	SERGEANT INTERVIEW	
	<u>700.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
OPER/MTC WRC APRIL	437,424.36	04201600-52283	DUPAGE CTY WATER COMMISSION	10867	
	<u>437,424.36</u>				
<b>FEECE OIL CO</b>					
OIL	412.50	01696200-53354	PARTS PURCHASED	1514709	
FUEL	686.40	01696200-53354	PARTS PURCHASED	3354787	
	<u>1,098.90</u>				
<b>FLUID AIRE DYNAMICS</b>					
RPLMNT 2 COMPRESSORS @PWKS	9,170.00	01670400-54412	OTHER EQUIPMENT	SO-016283 R	
	<u>9,170.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>FOX VALLEY OPERATIONS ASSOCIATION</b>					
FVOA CONF REGIS T HOPPENSTEDT 8/20/15	50.00	04200100-52222	MEETINGS	REGIS HOPPENSTEDT	
	<u>50.00</u>				
<b>GAS DEPOT</b>					
UNLEADED FUEL	20,172.08	01696200-53356	GAS PURCHASED	16074	
	<u>20,172.08</u>				
<b>GOVTEMPSUSA LLC</b>					
ADM OFFC MGR -05/10	1,384.40	01590000-52253	CONSULTANT	1712461	
ADM OFFC MGR 05/03	1,384.40	01590000-52253	CONSULTANT	1712460	
COM DEV PROPERTY INS- 05/03	560.00	01642100-52253	CONSULTANT	1712458	
COM DV PROPERTY INSP - 05/10	560.00	01642100-52253	CONSULTANT	1712459	
	<u>3,888.80</u>				
<b>HOVING CLEAN SWEEP LLC</b>					
1ST STREET SWEEP	8,808.98	01670600-52272	PROPERTY MAINTENANCE	9552	20160008
	<u>8,808.98</u>				
<b>ILLINOIS SECRETARY OF STATE</b>					
SEIZED VEH'S (2)- 01 HYUNDAI, 96 JEEP	285.00	01664700-53317	OPERATING SUPPLIES	TITLES/PLTS 3 CARS	
	<u>285.00</u>				
<b>JOHN L FIOTI</b>					
LOCAL PROCECUTION-MAY	225.00	01570000-52238	LEGAL FEES	C S 76	
LOCAL PROCECUTION-MAY	225.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 76	
	<u>450.00</u>				
<b>JP MORGAN CHASE BANK, NA</b>					
CHASE ACCT ANALYSIS APRIL/15	122.54	04103100-52221	UTILITY BILL PROCESSING	INV 9101 APR/15	
CHASE ACCT ANALYSIS APRIL/15	122.54	04203100-52221	UTILITY BILL PROCESSING	INV 9101 APR/15	
	<u>245.08</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>NEENAH FOUNDRY COMPANY</b>					
ROLL GRATE "DUMP NO WASTE"	99.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	118710	
	<u>99.00</u>				
<b>NICOR</b>					
WELL #4 APRIL	39.78	04201600-53230	NATURAL GAS	13811210007 05/08/15	
	<u>39.78</u>				
<b>NORTHEASTERN ILLINOIS PUBLIC SAFETY</b>					
TRNG APRIL 14TH (4)	160.00	01670100-52223	TRAINING	13967	
TRNG APRIL 14TH (4)	160.00	04200100-52223	TRAINING	13967	
	<u>320.00</u>				
<b>NORTHWEST POLICE ACADEMY</b>					
HOFFMAN, DEGNAN, ZOCHERT SEMINAR	75.00	01660100-52223	TRAINING	5/14/15 SEMINAR	
	<u>75.00</u>				
<b>PLOTE CONSTRUCTION INC</b>					
	-5,918.57	11-21112	RETAINAGE - PLOTE	150040.03	20160003
2015 FLEXIBLE PAVEMENT PROJ THRU 5/27/15	59,185.65	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	150040.03	20160003
	<u>53,267.08</u>				
<b>REFUNDS MISC</b>					
CAR JUNKED STK PURCH REFUND	20.00	01000000-42303	VEHICLE LICENSES	VS 31855 REFUND	
OVER PAID ON SENIOR STICKER	12.00	01000000-47407	MISCELLANEOUS REVENUE	VS 3142 OVRPD	
OVERPAID FOR SENIOR VEHICLE STICKER	24.00	01000000-42303	VEHICLE LICENSES	SENIOR RATE	
PD TICKET TWICE ONLINE 5/19/15	20.00	01000000-45402	ORDINANCE FORFEITS	989 CONFEDERATION	
	<u>76.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>REFUNDS PRESERVATION BONDS</b>					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1352 NEW LONDON	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	1370 NEW LONDON	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	243 PEBBLECREEK	
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	664 LINDEN	
	<u>1,200.00</u>				
<b>REFUNDS TAX STAMPS</b>					
TAX STP #26590 REFUND	825.00	01000000-41208	REAL ESTATE TRANSFER TAX	890 MALIBU	
	<u>825.00</u>				
<b>REFUNDS W&amp;S FINALS</b>					
	5.33	04-12110	ACCOUNT RECEIV WATER & SEWER	4299	
	8.57	04-12110	ACCOUNT RECEIV WATER & SEWER	0556	
	9.53	04-12110	ACCOUNT RECEIV WATER & SEWER	0717	
	17.40	04-12110	ACCOUNT RECEIV WATER & SEWER	3364	
	21.37	04-12110	ACCOUNT RECEIV WATER & SEWER	3554	
	38.51	04-12110	ACCOUNT RECEIV WATER & SEWER	1856	
	48.65	04-12110	ACCOUNT RECEIV WATER & SEWER	0273	
	53.19	04-12110	ACCOUNT RECEIV WATER & SEWER	3115	
	61.82	04-12110	ACCOUNT RECEIV WATER & SEWER	2547	
	73.42	04-12110	ACCOUNT RECEIV WATER & SEWER	0137	
	146.97	04-12110	ACCOUNT RECEIV WATER & SEWER	9263	
	<u>484.76</u>				
<b>SCHWAAB INC</b>					
VLG CLERK SIGNATURE STAMP	40.75	01580000-53314	OFFICE SUPPLIES	E52655	
	<u>40.75</u>				
<b>STACY REEVER</b>					
SERGEANT CANDIDATE INTERVIEWS	700.00	01510000-52228	PERSONNEL HIRING	SARGEANT INTERVIEW	
	<u>700.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>START GROUP</b>					
TRENCHING & SHORING TRNG 5/13/15	240.35	04200100-52223	TRAINING	S015-5-54	
TRENCHING & SHORING TRNG 5/13/15	309.65	01670100-52223	TRAINING	S015-5-54	
	<u>550.00</u>				
<b>STEPHEN A LASER ASSOCIATES P C</b>					
ASSESSMENT -OFFICER CANDIDATE	600.00	01510000-52228	PERSONNEL HIRING	2003911	
	<u>600.00</u>				
<b>STRAND &amp; ASSOCIATES</b>					
CONST OVSIGHT SRV I&I CONST FOR APRIL	1,273.96	04101500-52244	MAINTENANCE & REPAIR	0111489	
	<u>1,273.96</u>				
<b>TRANSYSTEMS CORPORATION</b>					
CONST DRW PH II W BRNCH DPG	1,103.64	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2797141-13	
FAIROAKS GUARD RAIL STUDY THRU MAY 8TH	5,360.39	01620100-52253	CONSULTANT	0002795598	
	<u>6,464.03</u>				
<b>US WILDLIFE REMOVAL</b>					
FLOW OBSTRUCTION PREVENTION	1,825.00	01670600-52244	MAINTENANCE & REPAIR	323	
	<u>1,825.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

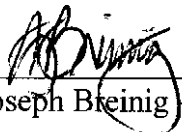
<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VERIZON WIRELESS</b>					
CELL PHONE SERV FOR MAY	17.98	01643700-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	17.98	01662500-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	35.96	01642100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	60.12	01610100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	60.12	01690100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	64.62	01590000-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	78.10	01680000-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	96.08	04101500-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	98.19	01600000-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	114.06	04201600-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	120.24	01662300-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	136.14	04200100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	165.57	01652800-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	181.56	01590000-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	199.24	01620100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	300.60	01662400-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	360.72	01664700-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	394.60	01670100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	658.04	01660100-52230	TELEPHONE	9745652346	
CELL PHONE SERV FOR MAY	1,702.66	01662700-52230	TELEPHONE	9745652346	
	<b>4,862.58</b>				
<b>WESTMORE SUPPLY CO</b>					
CONCRETE	560.00	01670500-53317	OPERATING SUPPLIES	R84745	
	<b>560.00</b>				
<b>WHEATON BANK AND TRUST</b>					
WHEATON BANK FEES - APRIL	233.28	04103100-52256	BANKING SERVICES	7509063 APRIL/15	
WHEATON BANK FEES - APRIL	233.28	04203100-52256	BANKING SERVICES	7509063 APRIL/15	
WHEATON BANK FEES - APRIL	882.34	01610100-52256	BANKING SERVICES	7509063 APRIL/15	
	<b>1,348.90</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on June 1, 2015**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GRAND TOTAL</b>	<u><u>\$612,002.25</u></u>				

The preceding list of bills payable totaling \$612,002.25 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph Breinig - Village Manager

**Date:** 5/29/15

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr - Mayor

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Laura Czarnecki- Village Clerk

**ADDENDUM WARRANTS**  
**May 19, 2015 thru June 1, 2015**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll May 11, 2015 thru May 24, 2015	484,445.96
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll May 11, 2015 thru May 24, 2015	<u>38,553.72</u>
				<u><u>522,999.68</u></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

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Laura Czarnecki - Village Clerk