

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 4, 2013

8:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the February 19, 2013 Village Board Meeting.
2. Approval of the Minutes of the February 19, 2013 Special Meeting of the Village Board.
3. Approve, but not release, Minutes of the Executive Session of the February 19, 2013 Village Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Proclamation Designating March 18-22 as Flood Awareness Week.

D. 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.

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

- a. #13003 – Dominic Raymond and Greg Levato - 282 Commonwealth Drive
Special Use - Privately Owned Recreational Use in the I Industrial District
RECOMMENDED APPROVAL SUBJECT TO CONDITIONS 7-0
Zoning approval for FASE Fitness, a fitness and personal training business.
- b. #13010 – Village of Carol Stream – 500 N. Gary Avenue
2013 Official Zoning Map
RECOMMENDED APPROVAL 7-0
As required by state statute, the Village must publish a current zoning map by March 31st of each year.

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- c. #13038 – Ambrose Design Group Inc. - 106 E. North Avenue

Gary / North Avenue Corridor Review

APPROVED SUBJECT TO CONDITIONS 7-0

Revised building elevations for the redevelopment of the Shell gas station, which received zoning approvals from the Village Board on August 1, 2012.

For information only, no Village Board action required.

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract – Klein Creek Flood Plain Structure Phase II Demolition Project.
Staff recommends awarding a contract at the bid unit prices in the amount of \$27,870 to J&S Construction Sewer & Water, Inc. for the Klein Creek Flood Plain Structure Phase II Demolition Project.
2. Award of Contract – Kuhn Road Local Agency Functional Overlay (LAFO) Project.
Staff recommends awarding a contract for Engineering Design Services to TranSystems Corporation in the amount of \$43,422.39 for the Kuhn Road LAFO Project.
3. Amendment No. 2 to Tree Harvesting Agreement - St. Aubin's Nursery.
Approval of Amendment No. 2 to the Tree Harvesting Agreement with St Aubin's Nursery to provide parkway trees to replace trees removed from the Village's Right-of-Ways due to the Emerald Ash Borer.

H. ORDINANCES:

1. Ordinance No. _____, Approving a Special Use Permit to Allow a Private Recreation Use in the I Industrial Zoning District (FASE Fitness, 282 Commonwealth Drive). *See E1a.*
2. Ordinance No. _____, Decreasing the Number of Class A Liquor Licenses from 8 to 7 and Increasing the Number of Class A Liquor Licenses from 7 to 8 and to Charge a Fee of \$500 for the Pro-rated New License.
A request from Pub Yahoo to be re-licensed following a change in corporate name. (Ordinance to be distributed Monday night).

Village of Carol Stream

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8:00 P.M.

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I. RESOLUTIONS:

1. Resolution No. _____, to Adopt Municipal Legislative Positions and Priorities for the 2013 Legislative Session. *This resolution supports the 2013 Legislative Action Program of the DuPage Mayors and Managers Conference.*
2. Resolution No. _____, Adopting the 2013-2014 Employee Compensation Plan for the Village of Carol Stream. *Annual recommendation for the compensation of non-union employees.*
3. Resolution No. _____, Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream. *See E1b.*
4. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The Police Department requests that a number of items that are old, broken or outdated technology be declared surplus property so that they can be sold or destroyed and the Public Works Department requests that folding chairs, banquet tables and a trailer that the Village used at Town Center be declared surplus property to be donated to the Carol Stream Park District.*
5. Resolution No. _____, Motor Fuel Tax Resolution for Maintenance of Streets & Highways by Municipality Under the Illinois Highway Code (Section 14-00000-01-GM - 2013 Flexible Pavement Project). *The Illinois Department of Transportation requires a Resolution for Maintenance of Streets & Highways by Municipality Under the Illinois Highway Code to use motor fuel tax funds for 2013 Flexible Pavement Project in the amount of \$3,249,395.75.*

J. NEW BUSINESS:

1. 2013 Sound Amplification Permit – Ross Ferraro Town Center Events. *The amplification permit application seeks Village Board permission to host 10 outdoor summer concerts, a 4-day Summer Carnival and the 8th Annual Teen Music Festival all at the Ferraro Town Center as part of 2013 Summer in the Center special event programming.*

Village of Carol Stream

BOARD MEETING

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MARCH 4, 2013

8:00 P.M.

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K. PAYMENT OF BILLS:

1. Regular Bills: February 20, 2013 through March 4, 2013.
2. Addendum Warrants: February 20, 2013 through March 4, 2013.

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

1. Purchase of Real Property.

N. ADJOURNMENT:

LAST ORDINANCE:	2013-02-04	LAST RESOLUTION:	2639
NEXT ORDINANCE:	2013-03-05	NEXT RESOLUTION:	2640

AGENDA ITEM

B-1 3-4-13

2-19-2013 VB

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES

Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL

February 19, 2013

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees Mary Frusolone, Tony Manzzullo, Don Weiss, Greg Schwarze and Matt McCarthy

Absent: Trustee Pam Fenner

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Assistant Village Attorney Jason Guisinger & Village Clerk Beth Melody

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

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the February 4, 2013 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Frusolone, Weiss, Schwarze and McCarthy

Nays: 0

Abstain: 1 Trustee Manzzullo

Absent: 1 Trustee Fenner

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the February 4, 2013 Special Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Mayor Saverino and Trustees Frusolone, Schwarze and McCarthy

Nays: 0

Abstain: 2 Trustees Manzzullo and Weiss

Absent: 1 Trustee Fenner

Trustee Frusolone moved and Trustee Weiss made the second to approve but not release the Minutes of the February 4, 2013 Village Board Executive Session Meeting. The results of the roll call vote were as follows:

Ayes: 4 *Trustees Frusolone, Weiss, Schwarze and McCarthy*

Nays: 0

Abstain: 1 *Trustee Manzzullo*

Absent: 1 *Trustee Fenner*

CONSENT AGENDA

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

Ayes: 5 *Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*

Nays: 0

Absent: 1 *Trustee Fenner*

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

Ayes: 5 *Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*

Nays: 0

Absent: 1 *Trustee Fenner*

1. Motion awarding a contract to Ciosek Tree Service, Inc. in an amount not-to-exceed \$307,500 for parkway tree removal services for the period May 1, 2013 through April 30, 2014
2. Service Employees International Union (SEIU) Contract Ratification
3. Resolution No. 2639, Supporting a Modification to DuPage County Community Development Commission Agreement CD96-02 (Community Park Reimbursement Waiver)
4. Raffle License Application – Carol Stream Chamber of Commerce
5. Payment of Regular & Addendum Warrant of Bills
6. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended January 31, 2013

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

Ayes: 5 *Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy*

Nays: 0

Absent: 1 Trustee Fenner

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

Motion awarding a contract to Ciosek Tree Service, Inc. in an amount not-to-exceed \$307,500 for parkway tree removal services for the period May 1, 2013 through April 30, 2014:

Public Works is preparing for the removal of another 1,100 parkway trees in the coming fiscal year and recommending that Ciosek Tree Removal Service be awarded a contract for tree removal and related stump removal and parkway restoration services in an amount not to exceed \$307,500. The Village Board approved a contract with Ciosek Tree Service, Inc. in an amount not-to-exceed \$307,500 for parkway tree removal services for the period May 1, 2013 through April 30, 2014.

Service Employees International Union (SEIU) Contract Ratification:

The Village Board approved a successor collective bargaining agreement between the Village of Carol Stream and the Service Employees International Union (SEIU), the union representing the Carol Stream Public Works employees subject to receipt of a signed contract from the Union.

Resolution No. 2639, Supporting a Modification to DuPage County Community Development Commission Agreement CD96-02 (Community Park Reimbursement Waiver):

The Village Board approved Resolution No. 2639, supporting a modification to DuPage County Community Development Commission Agreement CD96-02 (Community Park Reimbursement Waiver) and authorizing Mayor Saverino to sign an agreement modification to the Village's Community Park CDBG agreement with DuPage County that would waive the requirement for the Village to reimburse the County for the fair market value of the property in the event that the Village transfers ownership of the property to the Park District.

Raffle License Application – Carol Stream Chamber of Commerce:

The Village Board approved a raffle license application and license fee waiver for the Carol Stream Chamber of Commerce St. Patrick's Day raffle drawing to be held on March 14, 2013.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated February 19, 2013 in the amount of \$693,159.13. The Village Board approved the payment of the Addendum Warrant of Bills from February 5, 2013 – February 19, 2013 in the amount of \$477,528.80.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended January 31, 2013:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended January 31, 2013.

Non-Consent Agenda Items

Town Center Signs:

There was considerable discussion by the Village Board regarding the cost of the proposed new, shared Town Center sign and modifications to the existing Ross Ferraro Town Center sign. Trustee McCarthy stated the Village and Park District work well together and that there was no "bickering" regarding the proposed new sign. He stated the cost of the new sign was too high. He stated he loves working with the Park District but perhaps they should install a new sign on their property. Trustee Frusolone stated she would like to see a proposal from Williams Architect for a more economical sign. Trustee Schwarze stated he loves working with the Park District but cannot justify the expense of a new sign when the Village cannot afford to pay our employees. Trustee Manzzullo stated he feels that if you name something for someone you should honor their name and not take it down. Trustee Weiss stated he has received comments from various community groups and individuals and feels the Village should leave the current Ross Ferraro Town Center sign alone and let the Park District build their own sign.

Trustee McCarthy moved and Trustee Manzzullo made the second to direct staff to inform the Park District that the Village is not interested in participating in any new Town Center sign at this time. The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>4</i>	<i>Trustees Manzzullo, Weiss, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>1</i>	<i>Trustee Frusolone</i>
<i>Absent:</i>	<i>1</i>	<i>Trustees Fenner</i>

Report of Officers:

Trustee Manzzullo thanked his fellow Trustees for covering for him while he was recovering from foot surgery. He thanked the Public Works Department and the SEIU (Public Works Union) for reaching a contract agreement. He asked Director of Public Works Modaff to provide a brief summary of the parkway tree removal services contract with Ciosek Tree Service, Inc. which the Village Board approved tonight. The contract is for tree removal, stump removal and parkway restoration. This contract addresses issues associated with the decline of Village Ash trees due to Emerald Ash Borer. Trustee Manzzullo asked everyone to remember and pray for our troops.

Trustee Schwarze stated the Village Board held a budget workshop prior to tonight's Board meeting. One of the items discussed was an increase in the Village's sales tax revenue which is good news and indicates people are shopping Carol Stream. He closed by encouraging residents to continue to shop Carol Stream.

Trustee McCarthy reminded residents to keep the Village clean by picking up trash in their neighborhoods and cleaning the storm drain grates. He stated he will be introducing 2 new Youth Council members for approval at the next Village Board meeting.

Mayor Saverino stated he wished things could have worked out better with the Park District signs. He stated the new recreation center is magnificent. He stated the Village

has a good working relationship with the Park District and other governmental bodies on such things as the \$5M Stormwater Project in Armstrong Park and does not want to see that change. He stated the Village Board is not used to receiving information on topics it considers at the 11th hour such as the sign design and cost and stated the Village agenda packets are delivered to the Village Board on the Friday previous to the Monday or Tuesday meetings. The Village previously made a decision to install the Town Center signs honoring former Mayor Ross Ferraro for his 20 years of service to the Village. He stated the price of the signs was too much for the Trustees who attended the special meeting on the signs.

He stated the Village was recently awarded the 75th safest city in America for cities with populations of 25,000 or more. He stated it is a real honor to receive this award from Neighborhood Scout - America Safest Cities 2013.

At 8:32 p.m. Trustee Weiss moved and Trustee McCarthy made the second to adjourn the meeting to executive session to discuss Salary Schedules for One or More Classes of Municipal Employees - 5ILCS120/2(c)(2) where no action will take place and the meeting will adjourn from executive session.

The results of the roll call vote were as follows:

<i>Ayes:</i>	<i>5</i>	<i>Trustees Frusolone, Manzzullo, Weiss, Schwarze and McCarthy</i>
<i>Nays:</i>	<i>0</i>	
<i>Absent:</i>	<i>1</i>	<i>Trustees Fenner</i>

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

**Special Meeting of the Village Board
Budget Workshop #2 – General Fund**Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188**February 19, 2013****6:00 p.m. – 6:55 p.m.****Meeting Notes****ATTENDANCE:** Mayor Frank Saverino, Sr.
Trustee Matt McCarthy
Trustee Greg Schwarze
Trustee Tony Manzullo
Trustee Mary Frusolone
Clerk Beth Melody
Trustee Don Weiss (Absent)
Trustee Pam Fenner (Absent)Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Phil Modaff, Dir. of Public Works
James Knudsen, Dir. Engineering Services
Robert Glees, Dir. of Community Dev.
Jon Batek, Finance Director
Kevin Orr, Police Chief
Caryl Rebholz, Employee Relations Dir.
Ed Sailer, Deputy Police Chief
Dawn Damolaris, Assistant Finance Dir.
Don Bastian, Asst. Dir. of Community Dev.

The meeting was called to order by Mayor Saverino and the roll call read by Village Clerk Melody. The result of the roll call vote was as follows:

Present: Mayor Saverino, Trustees McCarthy, Schwarze, Frusolone & Manzullo
Absent: Trustees Weiss and Fenner

General Fund Budget

Director of Financial Services Jon Batek presented a summary of the Fiscal Year 2013 Budget year end projections and proposed Fiscal Year 2014 General Corporate Fund budget outlook. The following is a summary of the items discussed at this meeting:

Fiscal Year 2013 Year End Projection

- The Village Board adopted a balanced Fiscal Year 2013 Budget with projected revenues equaling expenditures of \$20,785,000.
- Current budget estimates project a surplus of approximately \$1.3 million by 4/30/13.
- The surplus is largely attributable to good performance in our two largest revenue sources (sales tax and income tax).

Fiscal Year 2013 Revenue Review

- Good news - Fiscal Year 2013 estimated revenues are projected to be \$1.1 million or 5.1% above budget. Why?
 - Largest 2 Revenues make up 52% of total.
 - Sales Tax Revenues 5.5% above budget partly due to influx (6 months) of Zones sales tax revenue
 - Income Tax Revenues 13.7% above budget even with a lower per capita population

- Better than last year - Performance is positive and nearly the same as last year, but gains this year are more directly attributable to economic growth as opposed to more “incidental” in nature as we saw last year with spikes in real estate transfer tax revenues.
- Positive revenue growth in Fiscal Year 2013 is a key contributor (83%) to the projected 4/30/13 budget surplus.
- A history of sales and income tax revenues from Fiscal Year 2008 to Fiscal Year 2013 was reviewed showing increases in sales tax revenue beginning in Fiscal Year 2011 and increases in income tax revenue beginning in Fiscal Year 2012.
- Estimated revenues and expenditures were reviewed for Fiscal Year ending 2013.

Fiscal Year 2013 YEAR-END BUDGET PROJECTION

Changes in Total Expenditures

- Fiscal Year 2013 estimated expenditures are projected to be 5.3% (\$1.035M) ahead of Fiscal Year 2012 actual expenditures and below Fiscal Year 2013 budget by 1.0%.
- Salaries & Wages are \$252,055 ahead of Fiscal Year 2012, driven by health and pension costs
- Contractual Services are \$657,384 ahead of Fiscal Year 2012 partly due to the following:
 - Emerald Ash Borer +\$252K
 - Contract Street Sweeping +85K
 - Mowing Contract Enhancement +60K
 - New Sales Tax Sharing Agreement +180K
- Capital \$145,838 ahead of Fiscal Year 2012 partly due to:
 - Timing of Scheduled Vehicle Replacements

Personnel Expenditures

- Gross Salaries (Personal Services) are lower than actual Fiscal Year 2012 expenditures due to:
 - Reorganization of Public Works Department
 - Retirements (replacing higher salary positions with more modest salaries and leaving some positions vacant)
 - Replacement full time with part time positions where able
 - Temporary Vacancies
- This is the 3rd consecutive year where Personal Services spending has declined
- Fiscal Year 2013 estimate of 9.6% or \$1,000,000 below Fiscal Year 2010 Actual Expenditures resulting from 20 fewer Full Time Equivalent positions
- Staffing headcount as low as we are likely to see and staffing enhancements will be proposed in the Fiscal Year 2014 Budget

New Year Fiscal Year 2014 Budget “Primer”

- The Village is turning a corner on economic recovery
- A balanced General Fund Budget will be presented
- First credible signs of potential for continued economic growth are being seen in Sales and Income Tax
- Fiscal Year 2014 sales tax revenues are projected to increase 6.3% and 5.9% for income tax revenues
- It has taken 6 years for the Village to recover from the great recession
- Some modest increases in organizational staffing will be proposed to address increased activity.
- Health Insurance – We are projecting no increase from Fiscal Year 2013 Budget

- Fiscal Year 2014 will be our largest investment ever in the Parkway Tree Program at over \$500,000 as Emerald Ash Borer tree removal and reforestation efforts hit the “top of the curve”.
- Opportunity now exists to complete some previously deferred items and aging equipment:
 - Comprehensive Plan (current Plan is over 30 years old)
 - Copiers
 - Live-scan Digital Fingerprinting Replacement
 - Customer-service upgrades (Finance and Community Development Department customer service area building modifications)
- New Tax Increment Financing Activity/Rebate Agreement begins.
- Motor Fuel Tax – Shifting some traditional MFT expenditures to the General Corporate Fund to eliminate bookkeeping and administrative difficulties (operating expenditures like salt and street light electricity versus capital improvements such as road projects which would remain in the MFT Fund).
- Alternate Revenue Proposal?
 - Discussion of replacing the Vehicle Sticker with an equivalent fee on the water and sewer bill. Growing trend in municipalities to eliminate the vehicle sticker (less than 1 in 3 DuPage County municipalities still have a vehicle sticker). Vehicle stickers are the most inefficient Village revenue stream, is distasteful to residents and difficult and time consuming to administer and enforce. The circuit court has also informed us that they will not issue warrants for vehicle sticker violations. Trustee McCarthy requested to know the amount of fine revenues the Village collects on vehicle sticker violations. Placing a surcharge on the water bill to raise approximately \$435,000 previously collected from vehicle sticker revenues could be implemented to fund General Corporate Fund operations and would be more efficient and free staff to do other jobs. The Finance Department could eliminate approximately \$40,000 in hard, non-labor costs of printing, postage, envelopes, stickers, etc. The Village Board questioned the equity of a vehicle sticker revenue source versus a replacement revenue placed on the water sewer bill and questioned whether the amount senior citizens would pay would be more or less than the current \$3 senior vehicle sticker. Staff was directed to prepare a recommendation for Village Board review.

Next Steps

- Monday March 4, 2013
 - 6:00 pm Special Village Board Workshop
 - FY13/14 Draft Budget Presentation – Part 1
 - General Fund
 - Alternate Revenue Discussion
- Monday, March 18, 2013
 - 6:00 pm Special Village Board Workshop
 - FY13/14 Draft Budget Presentation – Part 2
 - All Other Funds
 - Capital Improvement Program
- Monday, April 1, 2013
 - 6:00 pm Special Village Board Workshop
 - TENTATIVE – ONLY IF NEEDED
- Monday April 15, 2013, 2013
 - 8:00 pm Village Board Workshop
 - Budget Public Hearing
 - Budget Adoption
- May 1, 2013
 - FY13/14 Begins

Consideration of an Increase in the Development Services Fee as Part of an Update to the Building Permit Fee Schedule

Staff is recommending that the Development Services Fee be increased by 10% from \$5.10 to \$5.61 per \$1,000 of project cost. The fee has remained unchanged since 1996. The Village Board concurred with the modest fee increase of \$.51/\$1,000 project cost and staff will incorporate the new fee amount into the updated fee schedule to be brought forward in April and go into effect on May 1, 2013.

There being no further business, a motion was made by Trustee Manzzullo and seconded by Trustee McCarthy to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:25 p.m.

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

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

February 25, 2013

Chairman Angelo Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:30 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Chairman Angelo Christopher and Commissioners Dee Spink, Ralph Smoot, David Hennessey, David Creighton, Frank Petella and James Joseph

Absent:

Also Present: Don Bastian, Assistant Community Development Director, Linda Damron, Secretary and DuPage County Court Reporter.

MINUTES:

Commissioner Spink moved and Commissioner Joseph made the second to approve the minutes of the meeting of December 10, 2012.

The results of the roll call vote were:

Ayes: 6 Chairman Christopher and Commissioners Spink, Smoot, Creighton, Joseph and Petella
Nays: 0
Abstain: 1 Commissioner Hennessey
Absent: 0

PUBLIC HEARING:

Commissioner Joseph moved and Commissioner Spink made the second to open the Public Hearing. The motion passed by unanimous voice vote.

**Case # 13003 – Dominic Raymond and Greg Levato – 282 Commonwealth Drive
Special Use – Privately Owned Recreational Use is the I Industrial District**

Chairman Christopher swore in the witness, Dominic Raymond, 1124 Bartholdi Court, Carol Stream, IL 60188. Mr. Raymond stated that he is part owner in FASE Fitness and he is here tonight to request a Special Use Permit for a recreation use in the I Industrial District. Mr. Raymond stated that he and his wife currently live in Carol Stream and she is a teacher at the Cloverdale School in Carol Stream. Mr. Raymond stated that they would like to open a business that would provide health and fitness to its members. FASE fitness is a private personal training studio dedicated to improving the well-being of those seeking a healthier lifestyle. Mr. Raymond stated that their business model is based on a one-on-one atmosphere that is by appointment only and they are not a Health Club / Gym where memberships can be bought. Mr. Raymond stated that their clients purchase personal training sessions each week and the training sessions are at a designated time where clients would train with either Mr. Raymond or his partner. Mr. Raymond stated that this business would have very little traffic flow since training sessions are by appointment only. Mr. Raymond stated that in regards to the parking concerns since the business is by appointment only and they would have only four clients in the facility at a time their parking

requirements are limited. Mr. Raymond stated that the business hours would be 7:00 am to 12:00 pm and 5:00 pm to 9:00 pm. Mr. Raymond stated that most of their current clients already car pool to training sessions due to the current parking restriction that they have right now, because both Mr. Raymond and his partner currently train clients out of their homes, and they have asked their clients to car pool due to the parking restriction in their neighborhoods and since most of our clients either work together, or are family members they are comfortable with carpooling. Mr. Raymond stated that when they move they will ask their clientele to continue to car pool. Mr. Raymond stated that they do schedule their clientele 15 minutes apart so that there is a leeway for coming and going in the parking lot.

Mr. Raymond explained the need for this type of space is because of the type of training they provide, which includes speed, agility and function of movements. This type of training requires a space with depth and space to perform. Mr. Raymond also stated that an industrial space gives them the space that is needed and is more cost effective as opposed to a commercial space.

Mr. Raymond stated that he and his partner are looking to make a positive difference by providing its members with a healthy lifestyle and asked the Plan Commission to help make their dreams become a reality by granting them a Special Use Permit.

Chairman Christopher asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Christopher asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated the petitioner is requesting a Special Use Permit to allow for the operation of a private recreation use in the I Industrial District. Mr. Bastian stated that as shown on page two of the staff report the Village has approved since 1998 six different special use permits for recreational uses in the I Industrial District. Staff looks at factors of compatibility of the use to the other businesses in the area, traffic characteristics, and parking when recommending approval of a case to the Plan Commission. Mr. Bastian stated that staff has visited this property many times during the review of this case, the property has low traffic and with the respect to the on-site activity, the nature of uses in this building are contractors, light industrial types of business on the property. During staff visits to the property staff never viewed the parking to be more than about half full. Mr. Bastian stated that from use intensity standpoints this property is well suited for this kind of tenant. Mr. Bastian stated that on page four of the staff report there is the full parking analysis for the building based on the tenants that are currently in the building, and not including FASE Fitness, the Zoning Code would require 41 spaces. Mr. Bastian stated that for this kind of use the Zoning Code authorizes the Plan Commission to determine the parking requirements based on the information presented by the applicant. Mr. Bastian stated that based on what staff has been told and the information collected from the petitioner staff believes it is reasonable to require ten parking spaces for this business use based on the fact there are two personal trainers and the petitioner indicate the maximum class size would be no more than six clients and that would only be on a Sunday mornings, otherwise the class size during the week would be no more than four clients at one time. With this information staff believes ten spaces would be the maximum number of spaces FASE Fitness would need. Mr. Bastian stated that the site currently has 56 spaces; staff thinks they will lose a few spaces when the parking lot is restriped to have properly striped handicapped accessible spaces. Mr. Bastian stated that staff is comfortable with the amount of parking that is available on this property. Mr. Bastian stated that staff has had some conversations with the property owner about restriping the parking lot when weather permits and the owner of the property has agreed to have the parking lot restriped.

Mr. Bastian stated that staff believes that the finding of facts for the Special Use have been met and staff recommends approval of the Special Use subject to the conditions listed on page 7 of the staff report.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioner Joseph asked Mr. Bastian if each business at this location had its own entrance.

Commissioner Joseph also asked the petitioner how they would prevent noise transfer into other units when people working with the weights and possibly dropping them. Commissioner Joseph wanted to know if they would be hiring additional trainers for this facility. Commissioner Joseph stated that he thinks it's a great business model and wished the petitioner success with their business.

Mr. Bastian stated that each business has two entrances one in the front and one in the back of the building.

Mr. Raymond stated that as personal trainers they prevent clients from dropping weights by spotting the client when they are working with the weights and they will also be providing special flooring to reduce noise transfer to the other units. Mr. Raymond stated that in the initial cover letter the reference to hiring additional trainers was for future facilities.

Commissioner Petella and Commissioner Hennessey did not have any questions.

Commissioner Spink wanted to know if the petitioner would still be working out of their homes. Commissioner Spink wanted to know if the petitioner would be having any type of open house at the facility.

Mr. Raymond stated that they would not be working out of their homes once this facility opens. Mr. Raymond stated that they do not plan on having any type of open house at the facility. Mr. Raymond stated that this business is based on more of word of mouth and that is how they currently obtain their clientele.

Commissioner Smoot did not have any questions for the petitioner; he did want to thank the petitioner for choosing Carol Stream for their business and wished them success with their business.

Commissioner Creighton asked Mr. Bastian if the village had any assurance that the property owner would re-stripe the lot when the weather permits. Commissioner Creighton wanted to know which tenant space on the site map was 282 Commonwealth Drive. Commissioner Creighton wanted to know which 10 parking spaces would be for FASE Fitness. Commissioner Creighton wanted to know if there was an agreement with the property owner in regards to the use of the parking spaces. Commissioner Creighton wanted to know if there would ever be a time when the petitioner would have more than 85 clients. Commissioner Creighton also wished the petitioner good luck with his business.

Mr. Bastian stated that staff believes the property owner will comply, but if there is a situation and they do not comply by June 1, 2013, it would be handled as a code enforcement issue.

Mr. Raymond stated the tenant space would be the 3rd or 4th one from the south end. Mr. Raymond stated that the spaces right in front of 282 Commonwealth Drive and two spaces in the rear of the building would be reserved for their use. The parking spaces in the front 282 Commonwealth Drive would be for the clients and the two spaces in the rear of the building would

be for himself and his business partner. Mr. Raymond stated that each tenant has an agreement with the landlord regarding the parking spaces. Mr. Raymond stated that 85 clients would be the maximum number of clients at this facility.

Chairman Christopher wanted to know if they would be selling any type of protein supplements.

Mr. Raymond stated that they would not be selling any types of protein supplements.

Commissioner Spink moved and Commissioner Creighton made the second to approve the request for 282 Commonwealth Drive, to allow a Special Use Permit to allow for the operation of a private recreation use in the I Industrial District, subject to the recommendations listed in the staff report.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton, Joseph and Petella

Nays: 0

Abstain: 0

Absent: 0

Chairman Christopher reminded the petitioner that the Plan Commission's recommendation would be forwarded to the Village Board at their next meeting on March 4, 2013, at which time the Board would take final action on the matter.

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

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton, Joseph and Petella

Nays: 0

Abstain: 0

Absent: 0

PRESENTATION:

**Case # 13038 – Ambrose Design Group Inc. – 106 E. North Avenue
Gary / North Avenue Corridor Review (Revised)**

Chairman Christopher swore in the witness, Ron Ambrose, Ambrose Design Group, LLC, P.O. Box 1870, Crystal Lake, IL 60039. Mr. Ambrose stated that they were before the Plan Commission a few months ago regarding the remodeling of the building located at 106 E. North Avenue and tonight they are proposing a revision to the building façade plan. Mr. Ambrose stated that they will not be changing anything that was looked at previously by the Plan Commission in respect to the site, landscaping and parking. Mr. Ambrose stated that they are here tonight to talk about the exterior façade; the reasoning for making changes to the façade is because they have been working with a Dunkin Donuts franchise and would like to make them part of the package that they are proposing. Mr. Ambrose stated that they are going with a more contemporary industrial look rather than what was initially proposed and they would like to have the awning come straight out from the building two feet in depth. Mr. Ambrose stated that they were asked by staff to have the

awning could come out a total of three feet in depth. Mr. Ambrose stated that they would be happy make that change to the awning. Mr. Ambrose stated that the previous design had an entryway over the front doors and over the drive-thru window and the area between them the roof line was lower, in the proposed plan they would like to have a matching parapet on three sides of the building. Mr. Ambrose stated that three sides of the building will be constructed with matching panel face brick material and the rear of the building will be painted the same color. Mr. Ambrose stated that they will be framing out the entrance area and the Dunkin Donuts portion of the building with metal corrugated panels. Mr. Ambrose stated that the front elevation will have full size individual windows, but will have the appearance of an overhead door. Mr. Ambrose stated that initially the signage over the entryway was going to be Rmart's, but now it will be FillerUp. Mr. Ambrose stated that staff has asked that the same brick that is being use on the building be use on the sign bases, and they have agreed to do that.

Chairman Christopher asked if anyone from the audience had any questions. There were no questions from the audience.

Chairman Christopher asked Mr. Bastian for the staff report.

Assistant Community Development Director Don Bastian stated that the request before the Plan Commission is for a revised architectural design plan for the building located at 106 E. North Avenue, as you may recall the petitioner was here last August and they did receive the approvals they needed to renovate the existing building, the approved elevations are in your packet as exhibit D, to help refresh your memory to what was previously approved. Mr. Bastian stated that staff looked at the some of the things that the Corridor regulations recommends as far as architectural design, pedestrian arcade or canopy fronting the building, avoiding monotony, and building components should relate well to one another. Mr. Bastian stated that there was nothing wrong with elevation plans that were approved last year, but from a personal perspective he does like the revised elevation package more, the new package has a more modern design, and has similar quality materials. Mr. Bastian stated that staff is comfortable recommending approval of the new elevations; staff believes that they have met the design intent of the Corridor regulations and staff did request that the flat metal awnings be extended by a foot to provide additional coverage for people entering and exiting the building and the petitioner has agreed to do this. Mr. Bastian stated that he was glad to hear that the petitioner will be painting the rear of the building a color to match the rest of the building. Mr. Bastian stated that staff recommends approval of the revised Gary & North Avenue Corridor review.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioners Hennessey, Creighton and Smoot did not have any questions.

Commissioner Spink wanted to know if there would be lighting above the window that is shown in diagram 12-12.

Mr. Ambrose stated that even though there is not anything shown on that elevation, in all likelihood there would be some type of lighting behind the awning.

Commissioner Petella stated that the Plan Commission had a problem not too long ago with a different company on Gary Avenue that installed fake garage doors and we made them remove them. Commissioner Petella thinks it will be a problem if we allow this petitioner to install fake garage doors.

Chairman Christopher asked Mr. Ambrose if it will be a fixed standardized door with fixed mullions and would not have a track or rollers.

Mr. Ambrose answered yes.

Mr. Bastian explained to Commissioner Petella that the case he was thinking of was about a company that went ahead and did the work without the approval of the Plan Commission.

Commissioner Joseph stated that the initial approval showed a sign for the proposed tenant on the north elevation, in the new plan the only location shown for the tenant sign is located over the drive-thru and wanted to know if there was plan to put any type of sign on the front of the building to indicate that there is a drive-thru for the tenants business.

Mr. Ambrose states that on the front elevation on the upper left corner there is a sign indicating that there is a drive thru and there will be an advertisement type signage on the window.

Chairman Christopher wanted to know if the materials being used were going to be brick panels.

Mr. Ambrose stated that they would be brick panels.

Commissioner Creighton moved and Commissioner Smoot made the second to approve the request for 106 N. Gary Avenue, for a revised Gary and North Avenue Corridor review, subject to the recommendation in the staff report.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton, Joseph and Petella

Nays: 0

Abstain: 0

Absent: 0

**Case # 13010 – Village of Carol Stream – 500 N. Gary Avenue
2013 Official Zoning Map**

Chairman Christopher swore in the witness, Assistant Community Development Director Don Bastian, 500 N. Gary Avenue, Carol Stream, IL 60188. Mr. Bastian stated that it is required by state statute to publish a current Zoning Map by March 31 of each year. Mr. Bastian stated that there have not been any zoning changes or annexations in the past year, the only changes are that we have added some addresses, and street names outside of the village boundaries, to the map to make it more useful as a reference.

Mr. Bastian stated that staff recommends approval of the 2013 Official Zoning Map.

Commissioner Spink moved and Commissioner Hennessey made the second to approve the 2013 Official Zoning Map.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton, Joseph and Petella

Nays: 0

Abstain: 0

Absent: 0

NEW BUSINESS:

Discussion to cancel the March 11, 2013, Plan Commission meeting

Commissioner Spink moved and Commissioner Joseph made the second to cancel the March 11, 2013 Plan Commission meeting.

The results of the roll call vote were:

Ayes: 7 Chairman Christopher and Commissioner Spink, Smoot, Hennessey, Creighton,
Joseph and Petella
Nays: 0
Abstain: 0
Absent: 0

Chairman Christopher wanted to make a recommendation to appoint Commissioner James Joseph as Chairman Pro Tem.

Commissioner Spink moved and Commissioner Hennessey made the second the recommendation to appoint Commissioner James Joseph as Chairman Pro Tem.

The motion passed by unanimous vote.

ADJOURNMENT:

At 8:10 p.m. Commissioner Petella moved and Commissioner Joseph made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Linda Damron
Community Development Secretary

Minutes approved by Plan Commission on this March 25, 2013.

Chairman

PROCLAMATION**Designating March 18th – 22nd Flood Safety Awareness Week**

Whereas, Flood Safety Awareness Week is an opportunity to raise awareness about the importance of understanding and preparing for local flooding potential in our community and to encourage all residents and businesses to undertake preparedness measures in preparation for the upcoming rainy spring season; and

Whereas, Carol Stream has experienced over the decades and most recently the physical and emotional consequences of property damage and loss that resulted from the July 2010 flash flooding disaster; and

Whereas, in conjunction with the Carol Stream Fire Protection District and the DuPage County Office of Homeland Security, Village emergency response personnel are dedicated to working to increase the preparedness level of its businesses and residents in a concerted effort to minimize property loss in a severe flood emergency; and

Whereas, the Village continues to assist residents, especially those living in the Klein and Thunderbird Creek floodplains on preparedness measures through its on-line newsletter, its web page, the City Watch Emergency Notification System as well as its emergency radio station AM530 to alert residents when flood watches and warnings are issued so they can make critical health and safety decisions before, during and after a flood event; and

Whereas, residents are asked to update their family emergency plan and ensure their disaster supply kit is stocked in the event a need to evacuate your home from rising flood waters occurs and to reference www.ready.gov for additional advisories on flood preparedness.

NOW, THEREFORE, BE IT RESOLVED THAT I, MAYOR FRANK SAVERINO, SR. and the Village Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers does hereby proclaim

March 18th -22nd as Flood Safety Awareness Week

in Carol Stream, and encourage all our residents and business owners to assess their home and businesses for risk reduction measures they can take in the event of a flood emergency.

PASSED AND APPROVED THIS 4th DAY OF MARCH 2013.


Frank Saverino, Sr. - Mayor


Beth Melody, Village Clerk

Ela 3-4-13

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: February 27, 2013

RE: **Agenda Item for the Village Board Meeting of March 4, 2013**
PC/ZBA Case 13003, FASE Fitness – 282 Commonwealth Drive
Special Use Permit for *Private Recreation Use* in the I Industrial District

Applicants Dominic Raymond and Greg Levato are seeking approval of a Special Use Permit to operate a *private recreational use* in a 2,950 square foot tenant space at 282 Commonwealth Drive within the 27,000 square foot multi-tenant industrial building. The business, FASE Fitness, is a private personal training studio geared toward one-on-one coaching sessions. The applicants, both of whom are certified personal trainers, would each train a maximum of two clients at a time, and so the overall intensity of the use on the site would be low. Based on the proposed business hours of 7:00 am to 12 noon and 5:00 pm to 9:00 pm Monday through Saturday, plus Sunday morning classes, the applicants hope to serve a client base of 85 people at this location. In review of the request, based upon FASE Fitness' business plan and the characteristics of the site, staff is of the opinion that available parking would be adequate and that the use would be compatible with other businesses in the building and in the neighborhood.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 22, 2013. At their February 25, 2013, meeting, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Permit for the *private recreational use*, subject to the conditions in the staff report.

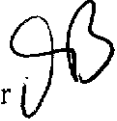
If the Village Board concurs with the PC/ZBA recommendation regarding the Special Use Permit for the *private recreational use* for FASE Fitness, they should approve the Special Use Permit, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

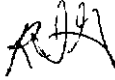
DTB:db

c: Dominic Raymond, FASE Fitness (via e-mail)
Greg Levato, FASE Fitness (via e-mail)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: February 27, 2013

RE: **Agenda Item for the Village Board Meeting of March 4, 2013**
PC/ZBA Case 13010, Village of Carol Stream
Official 2013 Zoning Map

As required by state statute, the Village must publish a current zoning map by March 31 of each year. Staff has prepared the draft Village of Carol Stream Official Zoning Map for 2013. As there were no zoning map amendments or annexations in 2012, the draft 2013 Zoning Map only includes formatting changes to make the map more useful as a reference resource to users.

The staff report and draft zoning map were transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on February 22, 2013. At their February 25, 2013, meeting, the PC/ZBA recommended approval of the Official 2013 Zoning Map by a vote of 7-0.


If the Village Board concurs with the PC/ZBA recommendation, they should approve the Official 2013 Zoning Map and adopt the necessary Resolution.

DTB:db

AGENDA ITEM

G-1 3-4-13

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: James T. Knudsen, Director of Engineering Services 
DATE: March 1, 2013
RE: Klein Creek Flood Plain Structure Phase II Demolition Project – Award of Contract

On Monday, February 25th at 10:00 AM bids were opened for the referenced project and read aloud. The following is a summary of the bids as read;

<u>Contractor</u>	<u>As Read Bid Amount</u>
Anthem Excavation & Demolition, Inc. (Itasca, IL)	\$40,000
Copenhaver Construction, Inc. (Gilberts, IL)	\$39,800
The E Company (Elmhurst, IL)	\$28,367
J&S Construction Sewer & Water, Inc. (Oswego, IL)	\$27,870
Engineer's Estimate	\$18,000

The low bid by J&S Construction Sewer & Water, Inc. of \$27,870.00 was \$9,870.00 (54.8%) over the engineer's estimate of \$18,000.00. The additional costs are for asbestos abatement and disposal that were unknown at the time the estimate for the budget was prepared. The total costs for the project including property acquisition, fees, asbestos abatement and demolition equal \$298,630.33 which is \$6,220.67 below the Illinois Department of Commerce and Economic Opportunity (DCEO) grant of \$304,851. All demolition costs will be fully reimbursed by DCEO. Therefore, there will be no cost to the Village.


Engineering performed reference checks on J&S Construction Sewer & Water, Inc. and all were satisfactory. Staff, therefore, recommends the Klein Creek Flood Plain Structure Phase II Demolition Project be awarded to J&S Construction Sewer & Water, Inc. of Oswego, IL at the bid unit prices in the amount of \$27,870.00.

cc: William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: February 28, 2013

RE: Award of Contract for Engineering Design Services -
Kuhn Road LAFO Project

In 2010 the Village applied for and was awarded funding for the Kuhn Road Local Agency Functional Overlay (formerly Local Agency Pavement Preservation of LAPP) in the amount of \$630,000 in the FY11-16 Surface Transportation Program. Due to heavy trucking involved with the Armstrong Park Flood Control Project on Kuhn Road, we have postponed starting the paving project. We have until 2016 to let the project or risk losing funding.

Plans for previous projects including the 2006 Lies Road LAPP and 2008 Fullerton LAPP were prepared in-house with Civil Engineer and Inspector positions that have since been eliminated. Starting in 2009 with the Lies Road ARRA project, we have used outside consultant services to prepare plans. The following is a summary of the costs:

2009 Lies Road ARRA	1.0 miles	\$36,311.26
2011 Fair Oaks Rd LAPP	1.7 miles	\$43,582.64

Federal funding for all of these projects was obtained with the assistance of TranSystems Corp. They have also assisted with IDOT and federal documentation required for Construction Engineering on all of these projects, as well as Design Services for the two previous LAPP projects.

We have obtained a quote for Design Services in the amount of \$43,422.39 which compares favorably with the cost and similar length (1.7 miles) of the Fair Oaks Road project. This cost is also in the typical range of 4% to 6% of the construction cost estimate, and within the budget of \$52,000 (16.5% under budget). The Village attorney has reviewed the Agreement and TranSystems has made the recommended changes. Engineering staff therefore recommends that the Agreement for Professional Services to provide Phase I and II engineering for the Kuhn Road LAFO project be approved in the amount not to exceed \$43,422.39.

Cc: James Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

**AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2013, by and between the Village of Carol Stream (hereafter referred to as "CLIENT") and TranSystems Corporation (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Kuhn Road (FAU 2554) LAFO Improvements from North Avenue to Lies Road (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS in writing and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification of

applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon the accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Render any written decisions required to be made under the terms of this Agreement within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are

necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS' prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. TRANSYSTEMS agrees to complete the Basic Services by January 17, 2014 (the "Completion Date"). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TranSystems under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, and will be reimbursed by the Client on a time and materials basis according to standard hourly rates in effect at the time the services are performed up to a maximum fee of **\$43,422.39**.

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed.

Section 5.3 Not used.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. All payments shall be made in accordance with the Illinois Prompt Payment act.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1, payments due TRANSYSTEMS for all Services rendered and expenses incurred through the date of termination shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services. TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project

that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, it's employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Not Used.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Not Used.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS' s marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

**SECTION 8
SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

Section 8.1 Special Provisions. This Agreement is subject to no special provisions.

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A - Project Description and Basic Services
Schedule 1 – Schedule of Rates and Expenses

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Not Used.

Section 8.6 Not Used.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Attention: Mr. William Cleveland

If to TRANSYSTEMS:
TranSystems Corporation
1475 East Woodfield Road
Schaumburg, IL 60173

Attention: Mr. Todd Bright

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Missouri.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the intent of the parties as set forth in this

Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by who requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____ 2013.

Village of Carol Stream

TranSystems Corporation

By:
Printed Name:
Title:

By: 
Printed Name: Todd Bright
Title: Vice President

EXHIBIT "A"
Project Description and Basic Services



Exhibit A

TranSystems

1475 East Woodfield Road
Suite 600
Schaumburg, IL 60173-5440
Tel 847 605 9600
Fax 847 605 9610

www.transystems.com

February 14, 2013
Kuhn Road (FAU 2554) LAFO Improvements: North Avenue to Lies Road
Phase 1 & 2 Engineering
Village of Carol Stream

EXHIBIT A – SCOPE OF ENGINEERING SERVICES

Project Description

This project involves preparing construction plans and specifications for the Local Agency Functional Overlay (LAFO) project along Kuhn Road from North Avenue to Lies Road in the Village of Carol Stream, a distance of approximately 8,908 feet (1.69 miles).

Project Scope of Work:

The scope of work includes a 3" mill and overlay of this roadway section. Areas of extensive deteriorated pavement will be patched after the milling and before the overlay is constructed. Structure adjustments or reconstruction as well as parkway restoration will be performed. Sidewalk ramps will be replaced to comply with ADA requirements. The geometry will not be improved or changed as part of the proposed improvements. The proposed scope is in keeping with the LAFO Program Guidelines.

TranSystems will prepare the contract plans, specifications, and cost estimates for a January 2014 contract letting through IDOT. The work shall be prepared in accordance with IDOT requirements for LAFO projects including obtaining LAFO approval. The plans and specifications will provide sufficient guidance to the contractor necessary to bid the project, provide the contractor with geometric layout requirements to allow the contractor to establish controls during construction, and include sufficient details for completing the street resurfacing. The plans will be reviewed by the Village and IDOT. Coordination with IDOT and FHWA will also be required.

Scope of Engineering Services:

1. Project Coordination and Data Collection
 - Kick-off meeting to discuss project scope, and obtain electronic files as available from the Village containing pavement information, centerline and stationing, utility data, striping, and geometrics for the project limits.
 - Prepare LAFO Approval (BLR 46300) and submit to IDOT for approval.
 - Conduct pre-final plan review meetings with the Village and IDOT to discuss plan comments.
 - Prepare Project Program Information (PPI) and submit to DuPage Mayors and Managers and IDOT.



Exhibit A

Kuhn Road LAFO Improvements
February 14, 2013
Page 2

2. Infrastructure Condition Identification

- Conduct a site inspection with Village staff to identify locations of pavement patching, concrete curb and gutter repair, sidewalk repair, and drainage structure adjustment/reconstruction.
- No soil borings or pavement cores will be obtained since the purpose of the project is to resurface the roadway to keep the pavement section in serviceable condition.

3. Topographic Survey

- Conduct a limited topographic survey to establish geometric control and centerline stationing, as well as obtain locations of utility structures. Also document the location of existing pavement markings and detector loops.
- Plan sheets will be prepared using existing electronic plan files or aerial photographs from the Village. A full topographic survey is not proposed. GIS data from the Village will be utilized if available.
- Download the survey into Microstation cadd format and create base sheets at 1"=50' scale.

4. Contract Plans, Specifications, and Estimates (PS&E)

It is anticipated that the following sheets will be included in the contract plans:

a. Cover Sheet and Index of Sheets	1
b. General Notes and Listing of Highway Standards	1
c. Summary and Schedule of Quantities	2
d. Typical Sections	1
e. Plan Sheets	4
f. Striping Sheets	4
g. IDOT Detail Sheets	10
TOTAL	<u>23</u>

- Conduct quantity take-offs and prepare estimate of construction cost based on current unit price data.
- Prepare specifications and contract documents based on IDOT standards.
- Submit plans and documents to the Village and IDOT for review and comment.



Exhibit A

Kuhn Road LAFO Improvements
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Page 3

5. Preparation of Final PS&E

- Based on comments received from the Village and IDOT, prepare final contract plans, specifications, and estimates.
- Process final contract plans, documents, and agreements through IDOT for a contract letting.

Project Schedule

Notice to Proceed	March 22, 2013
Kick-off Mtg/PPI Submitted	April 2013
LAPP Form Submittal	May 2013
LAPP Approval	July 2013
Pre-Final Plans Submitted	August 23, 2013
Final PS&E Submitted	October 21, 2013
Letting	January 17, 2014

Assumptions:

1. Special waste testing will not be required

SCHEDULE 1
Schedule of Rates and Expenses

Schedule 1



**Cost Estimate of
Consultant Services**
(Direct Labor Multiple)

Firm	TranSystems
Route	Kuhn Road
Section	Carol Stream
County	DuPage
Job No.	2013
PTB & Item	LAFO

Date	02/14/13
Overhead Rate	151.05%
Complexity Factor	0

ITEM	MANHOURS (A)	PAYROLL (B)	(2.85+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Coordination & Data Collection	40	2,157.73	6,149.53	54.00			6,203.53	14.29%
Infrastructure Condition	27	1,352.68	3,855.13	90.00			3,945.13	9.09%
Survey	68	1,865.04	5,315.37	180.00			5,495.37	12.66%
Pre-Final PS&E	168	6,503.52	18,535.04	327.80			18,862.84	43.44%
Final PS&E	80	3,029.37	8,633.72	281.80			8,915.52	20.53%
TOTALS	383	14,908.35	42,488.79	933.60	0.00	0.00	43,422.39	100.00%

Schedule 1



Average Hourly Project Rates

Route Kuhn Road
 Section Carol Stream
 County DuPage
 Job No. 2013
 PTB/Item Local STP

Consultant TranSystems

Date 02/14/13

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Coordination & Data Collection			Infrastructure Condition			Survey			Pre-Final PS&E			Final PS&E		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal in Charge	\$70.00	0																	
Senior Project Manager (Highway)	\$70.00	4	1.04%	0.73	4	10.00%	7.00												
Project Manager (Highway)	\$64.52	61	15.93%	10.28	20	50.00%	32.26	13	48.15%	31.06				20	11.90%	7.68	8	10.00%	6.45
Construction Manager	\$61.80	0																	
Chief Structural Engineer	\$61.80	0																	
Senior Project Engineer (Highway)	\$61.64	0																	
Project Engineer (Highway)	\$56.46	0																	
Design Engineer III (Highway)	\$45.18	30	7.83%	3.54										30	17.86%	8.07			
Design Engineer II (Highway)	\$36.71	128	33.42%	12.27	16	40.00%	14.68	14	51.85%	19.03	4	5.88%	2.16	44	26.19%	9.61	50	62.50%	22.94
Design Engineer I (Highway)	\$29.57	30	7.83%	2.32										30	17.86%	5.28			
Survey Crew Chief	\$32.68	32	8.36%	2.73							32	47.06%	15.38						
Instrument Person	\$32.68	0																	
Rodman	\$21.01	32	8.36%	1.76							32	47.06%	9.89						
CADD Technician III	\$30.81	66	17.23%	5.31										44	26.19%	8.07	22	27.50%	8.47
CADD Technician II	\$28.43	0																	
CADD Technician I	\$24.41	0																	
Senior Administrator	\$39.67	0																	
Administrative Assistant	\$25.91	0																	
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TOTALS		383	100%	\$38.93	40	100%	\$53.94	27	100%	\$50.10	68	100%	\$27.43	168	100%	\$38.71	80	100%	\$37.87

Schedule 1

TranSystems

Kuhn Road LAFO Improvements
North Avenue to Lies Road
Village of Carol Stream

February 14, 2013

Direct Cost Summary

<u>ITEM 1: Project Coordination and Data Collection</u>				Outside Direct Cost
1.) Mileage to meetings				\$ 54.00
36 miles/mtg x	3 mtgs x	\$	0.50 /mile	
Item 1 Total				\$ 54.00
<u>ITEM 2: Infrastructure Condition Identification</u>				Outside Direct Cost
1.) Vehicle Expense				\$ 90.00
	2 days x	\$	45.00 /day	
Item 2 Total				\$ 90.00
<u>ITEM 3: Topographic Survey</u>				Outside Direct Cost
1.) Vehicle Expense				\$ 180.00
	4 days x	\$	45.00 /day	
Item 3 Total				\$ 180.00
<u>ITEM 4: Pre-final PS&E</u>				Outside Direct Cost
1.) Xerox Copies (Specifications)				\$ 150.00
150 sheets x	10 copies x	\$	0.10 /copy	
2.) Xerox Copies (Reduced Size Plans)				\$ 46.00
23 sheets x	10 copies x	\$	0.20 /copy	
3.) Xerox Copies (full-size plans)				\$ 36.80
23 sheets x	2 copies x	\$	0.80 /copy	
4.) Vehicle Expense (meetings, field checks)				\$ 45.00
	1 day x	\$	45.00 /day	
5.) Overnight Deliveries				\$ 50.00
	2 each x	\$	25.00 /each	
Item 4 Total				\$ 327.80
<u>ITEM 5: Final PS&E</u>				Outside Direct Cost
1.) Xerox Copies (Specifications)				\$ 150.00
150 sheets x	10 copies x	\$	0.10 /copy	
2.) Xerox Copies (Reduced Size Plans)				\$ 46.00
23 sheets x	10 copies x	\$	0.20 /copy	
3.) Xerox Copies (full-size plans)				\$ 36.80
23 sheets x	2 copies x	\$	0.80 /copy	
4.) Original Mylars				\$ 24.00
2 sheets x	1 copies x	\$	12.00 /copy	
5.) Overnight Deliveries				\$ 25.00
	1 each x	\$	25.00 /each	
Item 4 Total				\$ 281.80
TOTAL DIRECT COSTS				\$ 933.60

AGENDA ITEM

G-3 3-4-13

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Matthew R York, Assistant Public Works Director ^{MAY}
DATE: February 25, 2013
RE: Recommendation to Approve Amendment Number Two to the Harvesting Agreement with St Aubin's Nursery

In the summer of 2007, the Public Works Department introduced to the Village Board the effect that the Emerald Ash Borer could have on the Village's parkway trees. As a result of those discussions the Village set aside \$2.25 million for the removal and replacement of approximately 2,000 Ash trees.

In October 2007, the Village entered into an eight-(8) year harvesting agreement with St Aubin's Nursery in Kirkland, IL. This agreement stated that St Aubin's would plant 2000 trees on their property and grow them until they were ready to be transplanted to the Village rights-of-way. Five hundred (500) trees were planted at St. Aubin's in the spring of four (4) consecutive years from 2008-2011. These trees were scheduled to be transplanted, at a rate of 500 per year, during 2012-2015. The total cost of this agreement was \$340,000, or \$170 per tree. The \$340,000 was to be paid in eight equal installments of \$42,500.

Due to the recession, the Village approached St Aubin's in the Fall of 2009 about making a change to our current agreement. On December 21, 2009, the Village Board approved Amendment #1 extending the length of the contract in a move to reduce the annual expenditure from \$42,500 to \$31,875 for the remaining six (6) installments. The addendum to the agreement moved the 2010 planting of 500 trees on St Aubin's property to 2012. The extension made the re-established the planting schedule from 2012-2015 to 2012-2017. At the same time, the number of trees to be planted each year went from 500 to between 300 and 350.

Beginning in the Summer of 2010, the Village saw the Ash trees in our urban forest begin a sharp downturn. By 2012, a large number of Ash trees were visibly affected and 1,300 tree were removed, while only 340 were planted. Staff is estimating that another 1,000 trees will be removed in 2013. This removal rate, combined with the current replanting rate of 300 - 350 trees per year, will result in a backlog of several years before trees are replaced. In the Fall of 2012, the Public Works Department and St Aubin's entered into preliminary discussions to again amend the agreement to accelerate the planting rate.

Public Works negotiated with St Aubin's Nursery to provide 2400 trees over the next 2 years. The trees that will be transplanted are a mixture of the trees that were planted on St Aubin's property under the existing agreement, and additional trees from St Aubin's own stock. Currently we have 1,660 trees left on the agreement, so the Village would have to purchase an additional 740 trees. St Aubin's agreed to extend to the Village the \$170 per tree cost from the original agreement to the additional 740 trees.

The payment structure has also changed. Since the amended contract spread out the payments over a 10 year period, St Aubin's requested that they get paid for the trees as they are removed from their property. Since payment was stretched out over a long time period, the cost per tree from the original contract is lower than \$170. The payment structure is as follows:

Payment Period	Payment Amount	Remaining on Agreement
BEGINNING AGREEMENT		\$340,000
May 2008 (Original agreement)	\$42,500	\$297,500
May 2009 (Original agreement)	\$42,500	\$255,000
May 2010 (Amended)	\$31,875	\$223,125
May 2011 (Amended)	\$31,875	\$191,250
May 2012 (Amended)	\$31,875	\$159,375
May 2013 (Proposed - 600 Trees)	\$57,600	\$101,775
November 2013 (Proposed - 600 Trees)	\$57,600	\$44,175
May 2014 (Proposed - 460 Trees)	\$44,175	\$0
ADDITIONAL PROPOSED TREES		
May 2014 (Proposed - 140 Trees)	\$23,800	
November 2014 (Proposed -600 Trees)	\$102,000	

Staff is recommending approval of a Motion Amending the previously amended agreement with St Aubin's Nursery. The amendment will accelerate the replanting of the trees, and the purchase of an addition 740 trees at the previously negotiated price.

AMENDMENT No. 2
To
THE AGREEMENT
for
TREE HARVESTING
for the
VILLAGE OF CAROL STREAM, ILLINOIS

THIS AMENDMENT made on this 4th day of March, 2013, to the Agreement for Tree Harvesting dated October 15, 2007, as amended on December 21, 2009 between the Village of Carol Stream, Illinois (hereinafter "Village"), whose address for any formal notice is 124 Gerzevske Ln, Carol Stream, Illinois 60188, and Eugene A de St. Aubin & Bro. Inc (St. Aubin's) whose address for any formal notice is 35445 Irene Rd, Kirkland, Illinois 60146.

1. Paragraph 4 Harvesting is hereby deleted in its entirety and replaced with the following Paragraph 4:

4. Harvesting – During the 2013 and 2014 planting seasons (Spring and Fall), St Aubin's will harvest 2,400 trees for use by the Village. The Village and St Aubin's will agree on a suitable, diverse tree listing for each seasonal planting of 600 trees. All trees harvested will be at least two (2) inch diameter trees, and will be dug, balled, and bagged in accordance with the standards and specifications established in the Illinois Nurserymen Standards. Delivery and replanting of trees are not included in this contract.

2. Paragraph 7 – Cost/Payment is hereby deleted in its entirety and replaced with the following Paragraph 7:

7. Cost/Payment – the Village shall pay to St Aubin's the sum of \$285,175 payable at the time of harvesting. The payment schedule will be as follows:

Spring 2013 Harvesting	\$57,600
Fall 2013 Harvesting	\$57,600
Spring 2014 Harvesting	\$67,975
Fall 2014 Harvesting	\$102,000

Both parties indicate their approval of this Amendment by their signatures below.

Authorized signature:

Name: _____

Title: _____

EUGENE A DE ST. AUBIN & BRO. INC

Date: _____

Authorized signature:

Frank Saverino

Mayor

VILLAGE OF CAROL STREAM

Date: _____

Beth Melody

Village Clerk

Date: _____

ORDINANCE NO. 2013-03-___

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
TO ALLOW A PRIVATE RECREATION USE
IN THE I INDUSTRIAL ZONING DISTRICT
(FASE FITNESS, 282 COMMONWEALTH DRIVE)**

WHEREAS, Dominic Raymond and Greg Levato, Owners of FASE Fitness, hereinafter referred to as the Petitioner, have petitioned the Village of Carol Stream for a Special Use Permit to allow for a private recreation use in the form of a private personal training studio in the I Industrial Zoning District, as provided in Section 16-10-2(B)(13) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 282 Commonwealth Drive, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals at a regular meeting thereof, held a public hearing on the above petition on February 25, 2013, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

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

SECTION 1:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Special Use and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location.
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

5. Will provide adequate utilities, access roads, drainage, and other important and necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Board of Trustees.

SECTION 2:

A Special Use Permit is hereby approved and granted, subject to the conditions set forth in Section 3, to allow a private recreation use in the form of a private personal training studio, upon the real estate commonly known as 282 Commonwealth Drive, Carol Stream, Illinois, and legally described as follows:

LOTS 9 AND 10 IN GUNDERSEN'S INDUSTRIAL PARK UNIT TWO, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 5, BOTH IN TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING THE PLAT THEREOF RECORDED NOVEMBER 30, 1984 AS DOCUMENT NO. R84-96438, IN DUPAGE COUNTY, ILLINOIS.

SECTION 3:

The approval of the Special Use Permit for a private recreation use granted in Section 1 herein is subject to the facility generally being designed in accordance with the attached sketch floor plan, and with the facility being operated and the site being maintained in accordance with the following conditions:

1. That FASE Fitness must operate as an appointment only, one-on-one or very small group personal fitness training business, and not as a health club/gym membership model of operation;
2. That any significant changes in the hours of operation, business model, or size of the tenant space must be reviewed and approved as required by the Zoning Code, as set forth in Section 16-15-8(B);
3. That all personal fitness training offered at this location must be done inside the building;
4. That any planned or required tenant space improvements must be completed in accordance with all applicable codes;
5. That the property owner must obtain a permit for the seal-coating and striping of the parking lot, including the proper striping of the required handicapped accessible parking spaces, with the work completed no later than June 1, 2013;
6. That the property owner must obtain a permit and install trash container enclosures for all exterior trash dumpsters no later than June 1, 2013; and

7. That the facility must comply with all state, county, and Village codes and requirements.

SECTION 4:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 5:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 4th DAY OF MARCH, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

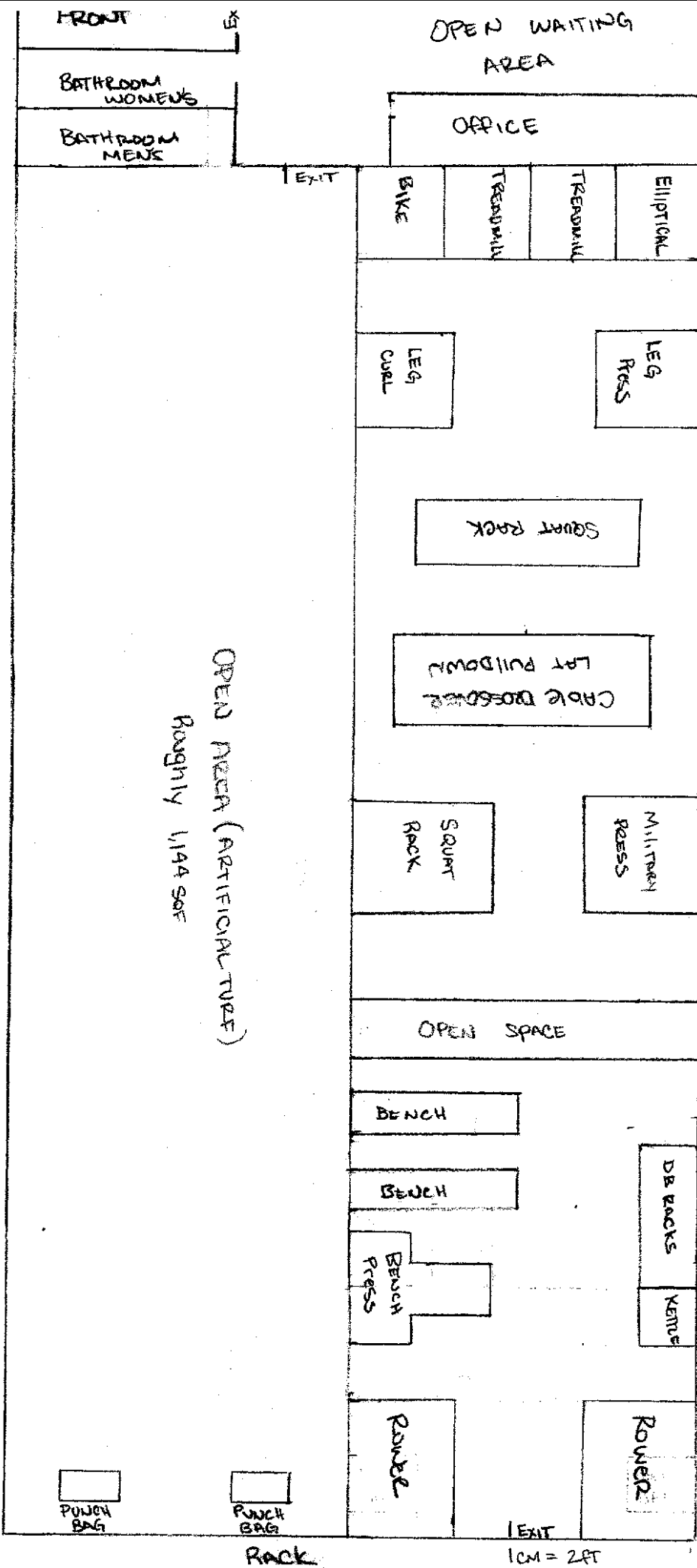
ATTEST:

Beth Melody, Village Clerk

I, _____, being the owner/party in interest of the property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit.

Date

Owner/Party In Interest



OPEN AREA (ARTIFICIAL TURF)
 Roughly 1,144 SQ FT

1 CM = 4 FT

1 CM = 2 FT

RACK

PUNCH BAG

PUNCH BAG

ROWER

ROWER

BENCH PRESS

KETTLE

BENCH

DB RACKS

BENCH

OPEN SPACE

MULTIFUNCTION PRESS

SQUAT RACK

CABLE CROSSOVER
 LAT PULLDOWN

SQUAT RACK

LEG PRESS

LEG CURL

ELLIPTICAL

TREADMILL

TREADMILL

BIKE

OFFICE

OPEN WAITING AREA

BATHROOM MENS


BATHROOM WOMENS

FRONT

EXIT

EXIT

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: March 4, 2013
RE: Liquor License – Pub Yahoo

Pub Yahoo, located at the American Legion at 570 S. Gary Avenue has a Class A liquor license issued May 1, 2012. The license is issued to R & S Ventures doing business as Pub Yahoo. The owner has restructured the business. The new corporation is Pub Yahoo, Inc. doing business as Pub Yahoo.

Staff has reviewed the new liquor license application submitted for Pub Yahoo, Inc. doing business as Pub Yahoo and found it to be in order. The Code of Ordinances provides for 50% pro-ration of fees for licenses issued after November 1. Because two months remain in the licensing year and because the full fee has already been paid by the prior corporation, staff is recommending further reduction in the fee paid. The annual fee is \$3,000 for a Class A license. Since two months remain before renewal, staff suggests a fee of \$500 (2/12 of \$3,000).

Attached you will find an ordinance eliminating the Class A liquor license issued to R & S Ventures doing business as Pub Yahoo, issuing a Class A liquor license to Pub Yahoo, Inc. doing business as Pub Yahoo, and imposing a fee of \$500 for the balance of the licensing year. Staff apologizes for the manner in which this is being presented but Pub Yahoo, Inc.'s pending license application for video gaming requires the proposed change in liquor licensing. This matter was brought to the attention of staff late last week and staff has been working with the owner on resolving the matter.

JEB/td
Attachment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 8 TO 7
AND
INCREASING THE NUMBER OF CLASS A LICENSES FROM 7 TO 8
(R & S VENTURES, INC. TO PUB YAHOO, INC., 570 S. GARY AVENUE)**

WHEREAS, the Corporate Authorities of the Village of Carol Stream granted a Class A Liquor License to R & S Ventures d/b/a Pub Yahoo on May 1, 2012; and

WHEREAS, Pub Yahoo, Inc. has now submitted a Class A liquor license application changing the name of the corporation in which the liquor license will be issued from R & S Ventures, Inc. to Pub Yahoo, Inc., d/b/a Pub Yahoo.

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class A Liquor Licenses from eight (8) to seven (7) thereby deleting the R & S Ventures, Inc. liquor license.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class A Liquor Licenses from seven (7) to eight (8), thereby issuing the Pub Yahoo, Inc. liquor license.

SECTION 3: The Liquor License fee for the remainder of the 2012-2013 licensing year shall be \$500.00.

SECTION 4: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears that title.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS 4th DAY OF MARCH, 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2013 LEGISLATIVE SESSION

WHEREAS, the Village of Carol Stream is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and

WHEREAS, on January 16, 2013, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2013 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Carol Stream, will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Carol Stream regarding legislative positions that may be represented in official capacity or on behalf of the municipality.

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

SECTION 1: That the Village of Carol Stream hereby adopts as its legislative positions and priorities for the 2013 Legislative Session the positions, goals, and principles of the DuPage Mayors and Managers Conference's 2013 Legislative Action Program.

SECTION 2: That a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Carol Stream, to the Governor, and to department heads in the Village of Carol Stream.

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

PASSED AND APPROVED THIS 4th DAY OF MARCH 2013.

AYES:

NAYS:

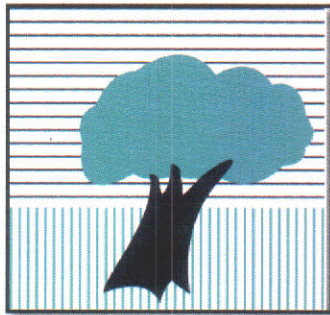
ABSTAIN:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Legislative Action Program 2013



DuPage Mayors and Managers Conference
1220 Oak Brook Road
Oak Brook, Illinois 60523
(630) 571-0480
www.dmmc-cog.org

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Legislative Priorities

Legislative Priorities are those specific, immediate issues that the Conference pursues either through initiating legislation or through strong advocacy in cooperation with partner organizations. *Legislative Priorities* are our primary legislative focus as we commence this first year of the 98th General Assembly.

CRITICAL PRIORITIES

Protect the Authority of Municipalities to Manage Municipal Funds

Frequently threatened with revenue diversions and fee increases from the state, municipalities require the freedom to raise and expend municipal funds in order to provide the services most needed by their residents and businesses. Recently, municipalities have worked to protect the local portion of income tax, prevent revenue losses from sales tax “holidays,” and avert sweeps that divert local funds.

- **Require the Timely Disbursement of LGDF Funds**

The Comptroller should be required to transfer funds to the Local Government Distributive Fund (LGDF) and distribute those funds to municipalities as soon as they are received and certified. Furthermore, the state should refrain from diverting this, or any other municipal revenue, for its own programs.

- **Permit Municipalities to Collect Hotel-Motel Taxes for Permanent Residents**

The Illinois Hotel Operators’ Occupation Tax Act specifically exempts permanent residents and limits municipal hotel and motel tax revenue for people staying 30 days or longer. The Act should be amended to remove the exemption or change the definition of “permanent resident.”

- **Reject Unfunded State Mandates**

Legislation often requires communities to divert local expenditures from municipal services and use them to fund state-imposed programs. The state should not impose mandates that increase financial obligations on local governments without providing adequate funds to reimburse municipalities for these new mandates.

- **Limit the Prevailing Wage Act**

Amend the Prevailing Wage Act to exempt projects below a minimum cost threshold of \$250,000 and annually adjust the threshold by the Consumer Price Index (CPI).

Remove the Sunset Date on the Wireless Emergency Telephone Safety Act

At the advent of cell phone usage, an access fee of 75 cents per month was implemented to fund technological improvements which allow cell phones to contact 9-1-1. This statutory provision expires on July 1, 2013. The decline in landlines demands that the funding for 9-1-1 systems continue to be derived from the more proliferative usage of wireless phones.

Reform Pensions

The pension system must be made sustainable not only to ensure affordability for municipalities and taxpayers, but also to protect obligations to employees. If municipalities lack sufficient funds, then pension systems will collapse and retirees will lose their benefits entirely. In 2010, police and fire pensions became a two-tier system that ensured some relief for municipalities. That relief, however, will mostly occur in future decades, when today's newest employees begin to reach retirement age.

The following reforms must apply to current public safety employees for all future benefit accruals:

- Pause all cost of living adjustments (COLAs) for ten years, then establish COLA as the lesser of 3% or ½ of CPI, non-compounding;
- Increase employee contributions by 1% of salary per year for five years;
- Return the retirement age to 55 years, with a minimum of ten years of service;
- Return to an annual accrual formula whereby maximum benefit is attained at 35 years of service;
- Reform the calculation of pensionable salary and base the annuity on the average of the best eight years of the employee's final ten years of service.

The following additional reforms must apply to the administration of pensions:

- Amend the compliance and penalty provisions in Public Act 96-1495 which threaten to take LGDF and other state-collected funds if municipalities fail to contribute annually to public safety pension funds in an amount sufficient to reach a 90% funded level by the 2040 fixed amortization deadline;
- Enact a 30-year rolling amortization period for pension funding;
- Allow police and fire pension boards to invest funds in the IMRF;
- Allow police and fire pension boards to merge funds;
- Remove pension levies from the tax cap;
- Return to a public safety pension board structure with majority representation by the taxpayer;
- Amend the Sheriff's Law Enforcement Personnel (SLEP) program, which permits police chiefs to enroll in and transfer police time with previous municipal employers to SLEP, thus requiring the new employer to cover the cost of the unfunded liability;
- Oppose any new pension sweeteners.

Amend the Public Safety Employee Benefits Act

PSEBA was originally created to supply health insurance benefits to public safety employees who suffer catastrophic injuries in the line of duty. However, the system is frequently used to provide duplicative benefits at the expense of the taxpayers even when recipients are able to secure alternative, gainful employment with health benefits. The federal definition of "catastrophic injury" must be adopted to ensure that taxpayers are no longer needlessly overcharged.

PRIORITIES

Create Equality in Labor Relations

Municipalities are at an inherent disadvantage when bargaining contracts. A level playing field is necessary to stop the unsustainable burden placed on taxpayers by the current system.

- **Amend the Illinois Labor Relations Act to Create a Level Playing Field for Labor Arbitration**

Arbitrators should be required to take into consideration both the interest and welfare of the public and the financial ability of the unit of government to meet costs with current revenue streams. Additionally, local fire unions should be required to pay for their share of arbitration costs, as police unions are currently required. The Act should also be amended to establish additional standards that prevent minor issues and unreasonable positions from being taken to arbitration.

- **Exempt Staffing Requirements from Collective Bargaining**

Due to statutory arbitration requirements and state-mandated pensions, the only variable municipalities can use to manage budgets is the number of staff. Legislation should be approved to explicitly exclude employee staffing levels from municipal collective bargaining.

- **Define “Confidential Employees” Under the Illinois Labor Relations Act**

Legislation is necessary to change the definition of “confidential employees” to include certain employees working directly for upper level management and having access to sensitive bargaining information in order to ensure that these employees are not considered “public employees” entitled to membership within a bargaining unit.



Support Western Access

As the Elgin-O’Hare Expressway expansion project is finalized, the state must consider the project’s impact on local residents and businesses. The state should ensure that funding for the project is fair, that any local contributions for these improvements are funded by the greater Chicago region, and that the new access route provides a true entrance into the airport.

Senator Kirk Dillard and the late Lombard President William Mueller

(L-R) Warrenville Administrator John Coakley, Carol Stream Mayor Frank Saverino, Jr., Representative Mike Fortner, Naperville Manager Doug Krieger, Hinsdale Manager Dave Cook, and Clarendon Hills Manager Randy Recklaus



Limit Commercial Freedom of Information Act Requests

Municipalities often receive FOIA requests that are not properly indicated as commercial, despite the fact that this is a violation of the Freedom of Information Act. These requests, which are often submitted by out-of-state private companies, pose a significant financial burden to municipalities. The Act should include more effective penalty provisions for violations by commercial interests.

Protect the Public Rights-of-Way and Advance the Modernization of Public Utilities

Public utilities use public rights-of-way to deliver necessary services and commodities to municipalities. Municipalities own these rights-of-way and have a duty to protect them. As such, municipalities and residents must be able to regulate utilities' usage of this land.

- **Require Utility Franchises**

Due to the monopoly status of some utilities, municipalities are at a disadvantage when negotiating expired franchises. Utilities should not be permitted to ignore expired franchises and should be required to negotiate with municipalities in good faith.

- **Require ComEd Accountability**

State statute provides ComEd with rate increases to invest in infrastructure and implement smart grid technology. ComEd should be required to provide a detailed capital plan in order to guarantee that revenue is being used appropriately to fund infrastructure improvements and customers are receiving the benefit of the technological advancements they are already funding.

- **Repeal Limitations on Municipal Audits of Utility Taxes**

Utilities collect taxes and fees to remit to municipalities. The statute must be amended to permit municipalities to effectively audit these utility tax remittances.

Legislative Position Statements

*In addition to the Priorities listed above, every year the Conference responds to many legislative proposals, initiated by a variety of groups on a vast array of topics, that significantly impact municipalities and their residents. The following **Legislative Position Statements** outline Conference positions on several of these issues and guide our legislative efforts through the course of the year.*

Protect Municipal Revenues

Municipalities should have the flexibility to fund the programs and services they consider necessary. Funds owed to municipalities should not be diverted and state mandates should be balanced against other municipal spending priorities to prevent overburdening local budgets and taxpayers.

- **Implement Streamlined Sales Tax**
Implement federal streamlined sales tax rules that preserve intra-state sourcing rules and that require the state to treat the resulting funds as pass-through revenue, so municipalities receive the tax revenue from out-of-state online retailers.
- **Make Owners Responsible for Protecting Foreclosed Property**
The burden to maintain foreclosed property should rest not on the municipality and taxpayers, but on the bank or other owner of record.
- **Amend Rules Regarding Publication of Reports and Notices**
Mandated reporting, printing, and notice requirements should be amended to permit municipalities to satisfy compliance by posting reports and publications online and providing paper copies on request. In addition, double publication of two-county Truth in Taxation Notices, which wastes limited public resources, should be eliminated.
- **Permit Municipal Control Over IDOT Projects**
Municipalities should be allowed to obtain partial or full waiver from IDOT review for certain projects, and to hire their own consultants to conduct state reviews to avoid delays. In addition, guidelines should be established to allow municipalities to administer their own Motor Fuel Tax funds without the delay of state approval.
- **Preferences for Illinois Contractors**
Allow municipalities to select out-of-state contractors, rather than in-state contractors, if the bid differential is greater than 10%.
- **Remove the Referendum Requirement for Real Estate Transfer Tax**
Allow municipalities to enact or increase a real estate transfer tax without referendum.
- **NPDES Permit Fees**
The fees charged for National Pollutant Discharge Elimination System (NPDES) permits should be reduced to the level necessary to conduct related regulatory activity.

Eliminate Barriers to Local Management of Labor and Personnel

Support must be given to local authority to manage labor and personnel and to implement the most efficient and effective means of delivering services. Legislative barriers that make it difficult to consolidate and coordinate services—including public works, code enforcement, police, and fire—should be eliminated. The resulting efficiency would permit municipalities to provide a higher level of services, save money, and reduce the burden on taxpayers.



*Representative Stephanie Kifowit and Roselle Mayor
Gayle Smolinski*

- **Permit Municipalities to Recoup an Administrative Fee for Providing Health Coverage**
The Police Officer's Continuance Privilege and Municipal Employee's Continuance Privilege should permit municipalities to charge a 2% fee to offset administrative costs, as COBRA currently allows.
- **Provide Municipal Control of the Foreign Fire Insurance Tax Revenue**
Elected municipal officials, not fire department members, should receive, budget, and spend revenues from the Foreign Fire Insurance Tax.
- **Prohibit Municipal Employees from Serving on the Governing Board**
No municipal employee should be eligible to serve on the governing board for that municipality.
- **Regulate Charitable Solicitations on Behalf of Police or Fire Unions**
Develop effective enforcement against fraud and misrepresentation by solicitors.
- **Amend Public Safety Pension Board Training Legislation**
Amend Public Acts 96-0429 and 94-0354 to permit pension board trustees and police chiefs and deputy chiefs to satisfy training requirements using online courses and webinars, and to allow certification of local community colleges to provide the training. Additionally, provide exemptions for professionals with relevant credentials and remove the requirement for annual reviews, making training a one-time event.

Preserve and Respect Local Authority

The freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Policies should not undermine or preempt local authority and responsibility to protect the health, safety, and welfare of local residents.

- **Permit Access to Sales Tax Information**
Grant all municipalities access on a quarterly basis to the Illinois Department of Revenue sales tax information by individual retailer for enforcement and budgeting purposes.
- **Preserve Local Risk Management Pools**
Support the preservation of local authority to enter into and manage cooperative risk pools.
- **Amend the Open Meetings Act**
Clarify all rules under the Act regarding the use of developing technology during meetings.
- **Protect Sign Regulation and Limit Billboard Removal Compensation**
Legislation is necessary to allow municipalities to use amortization as a form of “just compensation” when zoning changes cause a billboard to be a nonconforming use.
- **Expand Allowable Annexation Boundaries**
Expand municipalities’ rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.
- **Limit Land Disconnection**
Prohibit the disconnection of land from a municipality without approval from the city council or village board.
- **Permit Special Service Areas for Stormwater Facilities**
Reform Public Act 97-0533 to prohibit the refusal of special service areas so municipalities can ensure maintenance of drainage facilities that are the responsibility of homeowner associations.
- **Allow Municipalities to Determine the Form of Security Posted by Developers**
Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter of credit for public improvements.

(L-R) Woodridge Mayor William Murphy, Representative Emily McAsey, and Hanover Park President Rod Craig



Remove Barriers to Non-Home Rule Authority

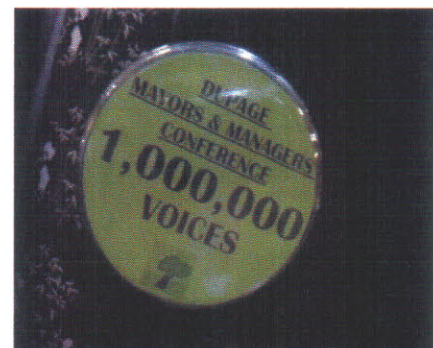
The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population.

- **Amend the Hotel-Motel Tax**
Allow non-home rule municipalities greater flexibility in how they may spend Hotel-Motel Tax revenues.
- **Amend the Sales Tax**
Allow non-home rule municipalities greater flexibility to expend sales tax revenue on areas other than infrastructure.
- **Allow Crime Free Housing Regulations**
Municipalities with home rule authority are permitted to license landlords and require periodic inspection of dwellings. Legislation should allow non-home rule communities to use this program as well.
- **Allow Greater Flexibility with Other Taxes and Restrictions**
Allow non-home rule municipalities to employ policies such as state and local funding alternatives, regulation of pawn shops, and economic development incentives. Also, permit non-home rule municipalities to assess and expend—for any government purpose—tax revenue from car rentals, gasoline, and natural gas utilities.



(L-R) Representative Mike Fortner, Senator Linda Holmes, Senator Tom Johnson, Warrenville Mayor David Brummel, Willowbrook Mayor Robert Napoli, and Itasca President Jeff Pruyn

The DuPage Mayors and Managers Conference is an association of municipalities representing over 1,000,000 people.



Conference Officers and Legislative Committee

Conference Officers

President, Rod Craig

President, Village of Hanover Park

Vice President, Jeff Pruyn

President, Village of Itasca

Secretary/Treasurer, Joe Breinig

Manager, Village of Carol Stream

Executive Director, Mark A. Baloga

Legislative Committee

Director, Gayle Smolinski Mayor, Village of Roselle

Deputy Director, Nunzio Pulice Mayor, City of Wood Dale

Bob Barnett Commissioner, Village of Downers Grove

Joe Breinig Manager, Village of Carol Stream

Joseph Broda Mayor, Village of Lisle

Dave Cook Manager, Village of Hinsdale

Rod Craig President, Village of Hanover Park

James Grabowski Manager, City of Elmhurst

Larry Hartwig Mayor, Village of Addison

Dave Hulseberg Manager, Village of Lombard

Jack Knight Management Analyst, Village of Woodridge

Sylvia Layne Trustee, Village of Addison

Jennifer McMahon Assistant Administrator, City of Warrenville

Kenn Miller Councilman, City of Naperville

Robert Napoli Mayor, Village of Willowbrook

David Niemeyer Manager, Village of Oak Brook

Enza Petrarca Village Attorney, Village of Downers Grove

Jeff Pruyn President, Village of Itasca

Todd Scalzo Councilman, City of Wheaton

Frank Soto Mayor, Village of Bensenville

Tim Seeden Village Clerk, Village of Lisle

Grant Wehrli Councilman, City of Naperville

VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

AGENDA ITEM
I-2 3-4-13

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Employee Relations Director *CR*
DATE: February 28, 2013
RE: **Non-Union Compensation**

A significant part of the annual compensation plan is to provide recommendations for non-union salaries/increases. While these recommendations are generally made in early April of each year, the recent settlements of both the MAP and SEIU union contracts has provided the opportunity for early planning and approval for the non-union employee group. As such, attached you will find the resolution for FY14 compensation adjustments for non-union employees. (*More ancillary recommendations such as Personnel Manual or title changes will continue to be provided in April.*)

As you are aware, the union settlements for both the Metropolitan Alliance of Police (MAP), and the Service Employees International Union (SEIU) included a 2% on May 1, 2012, and a 2.25% on May 1, 2013. Given these recently approved union increases as well as the balanced budget expected in FY14, the following is recommended:

- Roll the 2% lump sum bonus provided last year into both the base salaries and pay ranges of all non-union employees effective 4/30/13. In doing so, non-union employees will receive the same compensation as they did one year prior, while increasing the base pay comparable to what the SEIU and MAP unions received on 5/1/12.
- In addition, apply the same 2.25% base pay and range increase for non-union employees as was received by the SEIU and MAP unions on 5/1/13.

With the implementation of both of the above recommendations, the overall increase in annual compensation for non-union employees would be 2.25%. *See Below Example:*

<u>2012</u>		<u>2013</u>	
Base Pay:	\$40,000	Base Pay:	\$41,200
3% Base Increase:	\$ 1,200	2% Roll-In:	\$ 824
<u>2% Lump Sum:</u>	<u>\$ 824</u>	<u>2.25% Base Increase:</u>	<u>\$ 945</u>
Taxable Earnings:	\$42,024	Taxable Earnings:	\$42,969

This recommendation will not result in any additional costs in the current fiscal year. Please let me know if you have any further questions.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2013-14 EMPLOYEE COMPENSATION PLAN
FOR THE VILLAGE OF CAROL STREAM**

WHEREAS, as part of the budgeting process for the Village of Carol Stream, the Village Board of Trustees annually approves and adopts an employee pay plan schedule; and

WHEREAS, an employee pay plan schedule has been found to be in the best interests of the Village of Carol Stream; and

WHEREAS, the employee pay plan schedule has not been adjusted since 5/1/12; and

WHEREAS, this employee pay plan schedule, which is attached to this Resolution as Attachment "A", is in conformance with the best interests of the Village of Carol Stream.

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

SECTION 1: All Village employees actively employed on 4/30/13 who are not represented by a labor organization will receive a 2% wage adjustment to their current salary as a roll-in of the lump-sum bonus provided to non-union employees on 4/27/12.

SECTION 2: All present Village employees who are not represented by a labor organization will receive a 2.25% wage adjustment to their current salary effective 5/1/13 through 4/30/14.

SECTION 3: All adjustments described in Sections 1 and 2 of this resolution shall also be applied to the pay ranges of all non-union positions.

SECTION 4: That the 2013-2014 Employee Pay Plan schedule for the Village of Carol Stream, as attached to this Resolution as Attachment "A", shall be adopted by the Village of Carol Stream for all present Village employees, executive and non-executive, who are not represented by a labor organization.

SECTION 5: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 4th DAY OF March 2013.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Attachment "A"

Village of Carol Stream 2013-2014 Pay Plan						GWA 2.25%			
Effective May 1 2013		Annual		Monthly		Bi-weekly		Hourly	
POSITION TITLE		min	max	min	max	min	max	min	max
1	ACCOUNTANT	61,122.58	87,007.23	5,093.55	7250.60	2,350.87	3,346.43	29.39	41.83
2	ACCOUNTS CLERK/PW CLERK	41,334.14	58,838.63	3,444.51	4903.22	1,589.77	2,263.02	19.87	28.29
3	ADMINISTRATIVE SECRETARY	45,359.02	64,568.00	3,779.92	5380.67	1,744.58	2,483.38	21.81	31.04
4	ASSISTANT FINANCE DIRECTOR	78,374.98	111,565.80	6,531.25	9297.15	3,014.42	4,290.99	37.68	53.64
5	ASSISTANT VILLAGE MANAGER	94,800.25	134,946.97	7,900.02	11245.58	3,646.18	5,190.27	45.58	64.88
6	ASST TO VIL MGR	66,531.91	94,707.35	5,544.33	7892.28	2,558.92	3,642.59	31.99	45.53
7	ASST VILL ENGINEER / ASST CD DIR	75,745.08	107,822.18	6,312.09	8985.18	2,913.27	4,147.01	36.42	51.84
8	BUILDING MAINTENANCE EMPLOYEE	48,084.21	68,447.27	4,007.02	5703.94	1,849.39	2,632.59	23.12	32.91
9	BUILDING MAINTENANCE SUPERVISOR	63,817.89	90,843.97	5,318.16	7570.33	2,454.53	3,494.00	30.68	43.67
10	CODE PROFESSIONAL I	60,560.87	86,207.64	5,046.74	7,183.97	2,329.26	3,315.68	29.12	41.45
11	CODE PROFESSIONAL II	54,731.80	77,910.03	4,560.98	6492.50	2,105.07	2,996.54	26.31	37.46
12	COMMANDER	112,848.21	115,318.46	9,404.02	9609.87	4,340.32	4,435.33	54.25	55.44
13	COMMUNITY DEVELOPMENT DIR	96,042.24	136,714.94	8,003.52	11392.91	3,693.93	5,258.27	46.17	65.73
14	CST	42,613.38	60,659.62	3,551.12	5054.97	1,638.98	2,333.06	20.49	29.16
15	DEPUTY POLICE CHIEF	90,163.72	128,346.93	7,513.64	10695.58	3,467.84	4,936.42	43.35	61.71
16	EMPLOYEE RELATIONS DIR.	88,260.10	125,637.15	7,355.01	10469.76	3,394.62	4,832.20	42.43	60.40
17	ENGINEERING INSPECTOR	57,672.95	82,096.72	4,806.08	6841.39	2,218.19	3,157.57	27.73	39.47
18	ENGINEERING SERVICES DIRECTOR	87,642.54	124,758.07	7,303.55	10396.51	3,370.87	4,798.39	42.14	59.98
19	EVIDENCE CUSTODIAN	45,923.12	65,370.99	3,826.93	5447.58	1,766.27	2,514.27	22.08	31.43
20	EXECUTIVE SECRETARY	50,737.15	72,223.70	4,228.10	6018.64	1,951.43	2,777.83	24.39	34.72
21	FINANCE DIRECTOR	100,326.53	142,813.56	8,360.54	11901.13	3,858.71	5,492.83	48.23	68.66
22	GARAGE SUPERVISOR	68,367.74	97,320.62	5,697.31	8110.05	2,629.53	3,743.10	32.87	46.79
23	INFORMATION SYSTEMS SUPERVISOR	71,885.99	102,328.80	5,990.50	8527.40	2,764.85	3,935.72	34.56	49.20
24	IT TECHNICIAN	53,537.26	76,209.62	4,461.44	6,350.80	2,059.13	2,931.14	25.74	36.64
25	PERMIT SYSTEMS COORDINATOR	45,359.02	64,568.00	3,779.92	5380.67	1,744.58	2,483.38	21.81	31.04
26	POLICE CHIEF	101,708.60	144,780.93	8,475.72	12065.08	3,911.87	5,568.50	48.90	69.61
27	PUBLIC WORKS DIRECTOR	99,485.59	141,616.50	8,290.47	11801.38	3,826.37	5,446.79	47.83	68.08
28	PUBLIC WORKS SUPERVISOR	63,889.06	90,945.28	5,324.09	7578.77	2,457.27	3,497.90	30.72	43.72
29	PW ASST. DIR	81,691.11	116,286.27	6,807.59	9690.52	3,141.97	4,472.55	39.27	55.91
30	RECORDS CLERK	38,652.58	55,021.47	3,221.05	4585.12	1,486.64	2,116.21	18.58	26.45
31	RECORDS CLERK > 20 Hr				#VALUE!			16.33	24.20
32	RECORDS SUPERVISOR	59,956.36	85,347.13	4,996.36	7112.26	2,306.01	3,282.58	28.83	41.03
33	SECRETARY	42,002.42	59,789.93	3,500.20	4982.49	1,615.48	2,299.61	20.19	28.75
34	SECRETARY > 20 Hr				#VALUE!			17.94	26.50
35	SOCIAL SERVICES SUPERVISOR	64,594.80	91,949.90	5,382.90	7662.49	2,484.42	3,536.53	31.06	44.21
36	SOCIAL WORKER	56,662.08	80,657.77	4,721.84	6721.48	2,179.31	3,102.22	27.24	38.78
37	STREETS / UTILITY SUPERINTENDENT	76,946.81	109,532.83	6,412.23	9127.74	2,959.49	4,212.80	36.99	52.66
38	TRAINING CO/BUDGET ANALYST	51,280.00	72,996.45	4,273.33	6,083.04	1,972.31	2,807.56	24.65	35.09

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
OFFICIAL ZONING MAP OF THE VILLAGE OF CAROL STREAM**

WHEREAS, the Illinois Compiled Statutes (65 ILCS 5/11-13-19) require the corporate authorities to publish a map clearly showing the zoning classification of all land within the municipality, including all changes that occurred within the preceding calendar year, no later than March 31 of each year; and

WHEREAS, at their meeting on February 25, 2013, the Combined Plan Commission and Zoning Board of Appeals reviewed and recommended approval of the 2013 Official Zoning Map for the Village of Carol Stream.

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

SECTION 1: That the Mayor is authorized to execute and the Village Clerk to attest **The Official Zoning Map of the Village of Carol Stream**, a map prepared using base parcel data provided by the DuPage County Mapping Department, dated March 2013, such document being attached to and made a part of this Resolution.

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

PASSED AND APPROVED THIS 4th DAY OF MARCH 2013.

AYES:

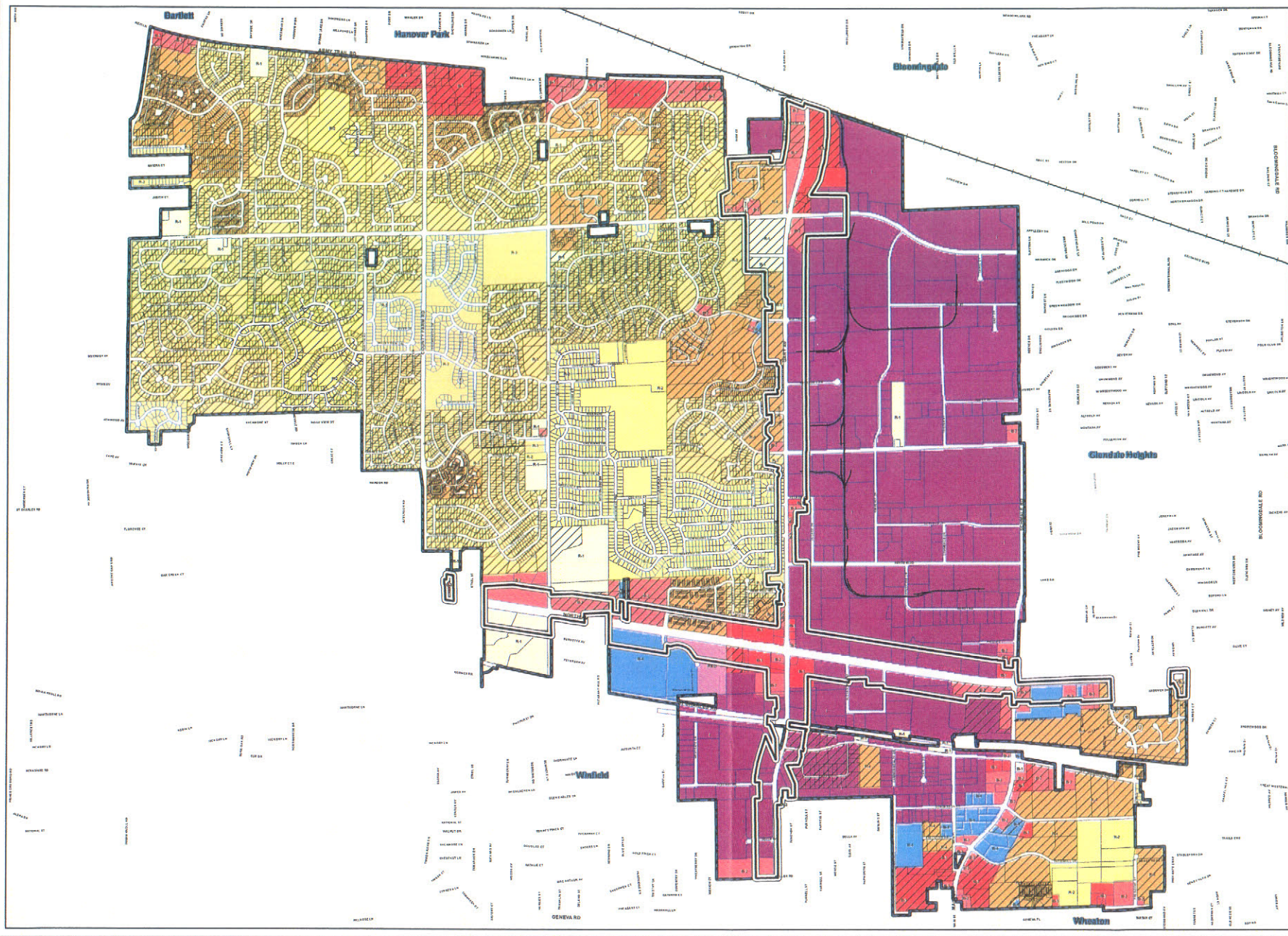
NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Beth Melody, Village Clerk



Village of Carol Stream
Official Zoning Map
 March 2013

LEGEND

Residential Districts	Business Districts
R-1 One-Family Residential District	B-1 Local Retail District
R-2 Two-Family Residential District	B-2 General Retail District
R-3 Three-Family Residential District	B-3 Office, Professional, and Institutional Building District
R-4 General Residential District	Industrial Districts
Industrial Districts	I-1 Industrial District
Agricultural Districts	AG-1 Agriculture and Development
A-1 Agriculture District	Special Districts
Special Districts	CD-1 Corporate Limited
CD-1 Corporate Limited	PL-1 Planned Unit Development (PUD)
PL-1 Planned Unit Development (PUD)	AP-1 Airport
AP-1 Airport	AP-2 Airport
AP-2 Airport	AP-3 Airport
AP-3 Airport	AP-4 Airport
AP-4 Airport	AP-5 Airport
AP-5 Airport	AP-6 Airport
AP-6 Airport	AP-7 Airport
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AP-96 Airport	AP-97 Airport
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AP-98 Airport	AP-99 Airport
AP-99 Airport	AP-100 Airport

STATE OF ILLINOIS
 COUNTY OF DUPAGE
 THIS MAP CORRECTLY SHOWS THE
 ZONING OF THE VILLAGE OF CAROL
 STREAM, PASSED AND APPROVED ON:
 March Day, 2013

 Mayor
 ATTEST:

 Village Clerk

1 inch = 2,000 feet
 Prepared By:
 Community Development Department

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

Weight scale Torrey Model MFQ-40L
K-9 arm and hand bite training guard
Motorola four station battery charger model NTN4668A
Phone surveillance listening system model Leslie W-2
Nine emergency procedures team ballistic vests

Unit #454 – Doolittle Trailer Model #DL7000T
Serial #1DGRS1821RM021076
44 – 8 Ft Wood Banquet Tables and 221 Folding Chairs

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandums dated February 22, 2013 and February 25, 2013.

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

PASSED AND APPROVED THIS 4th DAY OF MARCH 2013.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Chief Kevin Orr 
DATE: February 22, 2013
RE: The police department requests that the Village Board declare the below items surplus so that they may be sold or destroyed.

The below listed items are old, broken or outdated technology and have no useful purpose to the police department. I request the Village Board declare these items surplus so they may be sold or destroyed.

1. Weight scale Torrey Model MFQ-40L
2. K-9 arm and hand bite training guard
3. Motorola four station battery charger model NTN4668A
4. Phone surveillance listening system model Leslie W-2
5. Nine emergency procedures team ballistic vests

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Matthew R York, Assistant Director of Public Works *MPY*
DATE: February 25, 2013
RE: Surplus Equipment for Sale or Scrap

The Public Works Department has identified the following item to be declared surplus and will be donated to the Carol Stream Park District. If the Village could use these pieces of equipment in the future, the Park District will not willfully deny the request, if the equipment is not in use.

Trailer #454 Doolittle Trailer – Model DL7000T Serial #: 1DGRS1821RM021076
This trailer held the chairs and tables that were used for events at the Town Center.

44 – 8 Foot Wood Banquet Tables and 231 – Folding Chairs
These were the tables and chairs that were used for events at the Town Center.

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

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

DATE: February 28, 2013

RE: 2013 Flexible Pavement Project- Motor Fuel Tax Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (Section 14-00000-01-GM)

Attached is the estimate of cost and MFT resolution for the referenced project in the format required by IDOT. The resolution is for \$3,249,395.75, which is less than the proposed budget amount of \$3,325,000.00. This is the first MFT funded project since 2010, and the largest ever proposed.

This resolution is to replace of the previous resolution from January, due to changes in IDOT procedures and policies. The "FP" (Flexible Pavement) designation would have required that the Village create design drawings for every street paved. By using the "GM" (General Maintenance) designation, we only need to develop proposal and cross sections for the paving improvements at much less time and expense. The previous IDOT Section 13-00058-00-FP will be closed showing no Motor Fuel Tax funds expended.

It is therefore recommended that the IDOT Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code be approved in the amount of \$3,249,395.75.

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

Attachments



Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, that there is hereby appropriated the sum of \$3,249,395.75 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2013 to April 30, 2014

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Beth Melody Clerk in and for the Village of Carol Stream, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and Board of Trustees at a meeting on March 4, 2013

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of March, 2013

(SEAL) Village Clerk

Approved
Date
Department of Transportation
Regional Engineer



Period from 05/01/2013 to 04/30/2014

Section Number 14 - 00000 - 01 - GM
Municipality Village of Carol Stream

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
1- 2013 Resurfacing	IV	Comb C&G Rem	LF	22185	4.50	\$99,832.50	
Sec: 14-00000-01-GM	IV	Comb C&G Ty B6-12	LF	17190	16.00	\$275,040.00	
PAGE 1 OF 2	IV	Comb C&G Ty M6-18	LF	4867	17.00	\$82,739.00	
	IV	SW Rem	SF	45953	3.00	\$137,859.00	
	IV	PCC SW 5"	SF	45466	5.50	\$250,063.00	
	IV	Detectable Warnings	SF	936	15.00	\$14,040.00	
	IV	Dwy Pvt Rem	SY	1461	15.00	\$21,915.00	
	IV	HMA Dwy Repl 2.5"	SY	939	27.00	\$25,353.00	
	IV	PCC Dwy Pvt 6"	SY	523	45.00	\$23,535.00	
	IV	Agg for Temp Access	TON	246	15.00	\$3,690.00	
	IV	Earth Excavation	CY	10	100.00	\$1,000.00	
	IV	Agg Base Repairs	TON	200	30.00	\$6,000.00	
	IV	Preparation of Base	SY	9141	2.50	\$22,852.50	
	IV	Pipe Underdrain 6"	LF	15	25.00	\$ 375.00	
	IV	Trench Backfill	CY	2	55.00	\$ 110.00	
	IV	Inlets CB MH to be Rep	EA	79	150.00	\$11,850.00	
	IV	Inlets CB MH to be Adj	EA	85	400.00	\$34,000.00	
	IV	Inlets CB MH to be Rec	EA	6	600.00	\$3,600.00	
	IV	New Frame & Grate	EA	2	575.00	\$1,150.00	
	IV	HMA Surf Rem 1.75"	SY	127026	2.50	\$317,565.00	
	IV	HMA Surf Rem 2.5"	SY	26667	3.25	\$86,667.75	
	IV	HMA Surf Rem 4.75"	SY	8548	5.50	\$47,014.00	
	IV	Class D Patch Ty IV 3"	SY	1480	30.00	\$44,400.00	
	IV	Strp Rf Cr Ctrl Tr 24"TyB	LF	5210	5.00	\$26,050.00	
	IV	Bit Matl (Prime Coat)	GAL	16170	1.50	\$24,255.00	
	IV	Agg (Prime Coat)	TON	381	2.00	\$ 762.00	
	IV	Lvl Bndr Mach Mth N50	TON	1202	76.00	\$91,352.00	
	IV	HMA Bnd Cs IL-19.0 N50	TON	1873	70.00	\$131,110.00	
	IV	HMA Sur Cs Mx D N50	TON	18813	74.00	\$1,392,162.	
	IV	HMA Sur Rem - Butt Joint	SY	2699	15.00	\$40,485.00	
							3,216,826.75
Total Day Labor Costs						\$3,216,826.	

Total Estimated Maintenance Operation Cost **\$3,216,826.7**

Preliminary Engineering	
Engineering Inspection	
Material Testing	
Total Estimated Engineering Cost	
Total Estimated Maintenance Cost \$3,216,826.7	

Submitted: 3/11/13 Date 3/11/13 Approved: _____ Date _____
 By: [Signature] Municipal Official Title Assistant Village Engineer _____ Regional Engineer

Submit Four (4) Copies to Regional Engineer



Period from 05/01/2013 to 04/30/2014

Section Number 14 - 00000 - 01 - GM

Municipality Village of Carol Stream

Estimated Cost of Maintenance Operations

Maintenance Operation (No. - Description)	Group (I,II,III,IV)	For Group I, II, or III (Material, Equipment or Labor)					Operation Cost
		Item	Unit	Quantity	Unit Price	Cost	
FROM PAGE 1			LF				3,216,826.75
1- 2013 Resurfacing	IV	Therm Pvt Mkg Ln 4"	LF	2110	1.25	\$2,637.50	
Sec: 14-00000-01-GM	IV	Therm Pvt Mkg Ln 6"	LF	2536	1.50	\$3,804.00	
PAGE 2 OF 2	IV	Therm Pvt Mkg Ln 12"	LF	304	2.50	\$ 760.00	
	IV	Therm Pvt Mkg Ln 24"	LF	875	4.50	\$3,937.50	
	IV	Therm Pvt Mkg L&S	SF	260	5.50	\$1,430.00	
	IV	Traffic Ctrl & Protection	LS	1	20,000.	\$20,000.00	32,569.00
						Total Day Labor Costs	\$32,569.00
						Total Estimated Maintenance Operation Cost	\$3,249,395.75
						Preliminary Engineering	
						Engineering Inspection	
						Material Testing	
						Total Estimated Engineering Cost	
						Total Estimated Maintenance Cost	\$3,249,395.75

Submitted: 3/1/13 Approved: _____

By: *[Signature]* ^{Date} 3/1/13
Municipal Official Assistant Village Engineer
Title

Date
Regional Engineer

Submit Four (4) Copies to Regional Engineer

Village of Carol Stream
Interdepartmental Memo

TO: Frank Saverino, Sr., Mayor
Village Board Trustees
Joseph E. Breinig, Village Manager

FROM: Chris Oakley, Assistant to the Village Manager *CMO*

DATE: February 21, 2013

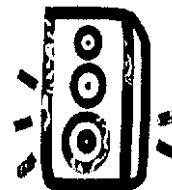
RE: 2013 Sound Amplification Permit

I have enclosed an Amplification Permit Application for Village-sponsored 2013 Town Center events that includes both the 10-date summer concert series as well as the 4-day summer carnival. Please include this on the upcoming March 4th agenda for the Village Board's consideration.

Attachment



Village of Carol Stream
Sound Amplifier Permit Application



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

Applicant Name: Village of Carol Stream

Applicant Address: 500 N. Gary Avenue
Carol Stream, IL 60188

Applicant Phone #: (630) 871 - 6250 Applicant e-Mail: _____

Organization Name: same as above

Organization Address: same as above

Organization Phone #: () _____ - _____ Organization e-Mail: administration@carolstream.org

Address Where Sound Amplifier Device Will Be Used:

Ross Ferraro Town Center - Gary Avenue & Lies Road

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:

2013 Summer in the Center Events, 10 Summer Music Concerts and 4-Day Carnival and Teen Music Festival

Dates/Times For Which Use Of Sound Amplifier Device Is Requested:

Concerts (7-9 pm) June 6, 13, 20; July 4, 11, 18, 25; August 1, 8, 15

4-Day Carnival: Thursday, June 27 (6 - 10 pm), Friday, June 28 (6 - 11 pm)

Saturday, June 29 (1 - 11 pm), Sunday, June 30 (1 - 9 pm)

PERMIT FEE: \$25/day when used at a fixed location or in a moving vehicle.

Please return completed permit application and fee payment(s) to:

Village Manager's Office
 Village of Carol Stream
 500 N. Gary Avenue
 Carol Stream, IL. 60188-1899
 (630) 871- 6250

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on March 4, 2013

AGENDA ITEM
K-1 3-4-13

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AT & T					
SERV FRM FEB 16 - MAR 15 2013	438.26	01650100-52230	TELEPHONE	630Z57651902 02/13	
	<u>438.26</u>				
AMERICAN NATIONAL TITLE SERVICES, INC					
KLEIN CREEK FLOOD PLAIN STRUCTURE PH II BUY	195.00	11740000-55488	STORMWATER UTILITIES	ST51 7462	
	<u>195.00</u>				
ANTHONY ROOFING CO					
REPAIR ROOF LEAK FOR GAS ISLAND	590.00	01670400-52244	MAINTENANCE & REPAIR	s108644	
	<u>590.00</u>				
B & F TECHNICAL CODE					
PERMIT PLAN RVW 565 W FULLERTON AVE	150.00	01643700-52253	CONSULTANT	36627	20130004
PERMIT PLAN RVW 604 E NORTH AVE	392.34	01643700-52253	CONSULTANT	36629	20130004
PERMIT PLAN RVW- 525 ST PAUL BLVD	375.00	01643700-52253	CONSULTANT	36616	20130004
	<u>917.34</u>				
BAXTER & WOODMAN INC					
TUBEWAY LIFT STN	72.50	04101500-52253	CONSULTANT	0166804	20130069
WRC RAW SEWAGE PUMP EVAL 1/18/13-2/15/13	11,142.50	04101100-52253	CONSULTANT	0167256	20130070
WRC RAW SEWAGE PUMP EVAL-11/9/12-1/18/13	2,613.75	04101100-52253	CONSULTANT	0166803	20130070
	<u>13,828.75</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS JANUARY AND FEBRUARY 2013	1,820.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS JAN/FEB 2013	
	<u>1,820.00</u>				
CALL ONE					
SERV FRM JAN 15TH THRU FEB 14TH 2013	5,751.71	01650100-52230	TELEPHONE	1010-6641 2/15/13	
	<u>5,751.71</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 4, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHILD CARE RESOURCE AND REFERRAL NETWORK					
REGIS FOR COOPER AND STELMAR	25.00	01660100-52223	TRAINING	CPS CLASS 3/26/13	
REGIS FOR COOPER AND STELMAR	25.00	01662300-52223	TRAINING	CPS CLASS 3/26/13	
	<u>50.00</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV'S JAN 1 - JAN 26 2013 CHARLES APAR	173.00	01621900-52253	CONSULTANT	109532	
	<u>173.00</u>				
COMCAST CABLE					
SERV FOR MARCH 2013	86.90	01652800-52234	DUES & SUBSCRIPTIONS	8771201800010112FEB	
	<u>86.90</u>				
COMED					
SERV FRM 01/22 - 2/20 2013	1,398.83	06320000-52248	ELECTRICITY	5853045025FEB/13	
SERV FRM 01/22/13 - 02/20/13	341.77	06320000-52248	ELECTRICITY	6213120002FEB/13	
SERV FRM 01/22/13- 02/20/13	579.22	04101500-52248	ELECTRICITY	2496057000FEB/13	
SERV FRM 01/23 - 02/22 2013	35.55	01662300-52298	ATLE SERVICE FEE	4202129060FEB/13	
SERV FRM 01/23/13 - 02/20/13	51.69	01670600-52248	ELECTRICITY	6337409002FEB/13	
SERV FRM 1/11/12- 2/12/13	26.25	01670600-52248	ELECTRICITY	6827721000FEB13	
SERV FRM 1/22 - 2/22 2013	15.46	01670600-52248	ELECTRICITY	4483019016FEB/13	
SERV FRM 1/22- 02/20 2013	1,097.37	04201600-52248	ELECTRICITY	0300009027FEB/13	
SERV FRM 1/22/13 - 2/20/13	83.79	04201600-52248	ELECTRICITY	2514004009FEB/13	
SERV FRM 1/23 - 2/22 2013	15.46	01670600-52248	ELECTRICITY	1865134015FEB/13	
SERV FRM 1/23 - 2/22 2013	47.60	06320000-52248	ELECTRICITY	1043062112FEB/13	
SERV FRM 1/23 - 2/22 2013	15.46	01670600-52248	ELECTRICITY	0803155026FEB/13	
SERV FRM 1/23 - 2/22 2013	94.77	06320000-52248	ELECTRICITY	6675448009FEB/13	
SERV FRM 1/23 - 2/22 2013	104.31	06320000-52248	ELECTRICITY	0030086009FEB/13	
SERV FRM 1/23 - 2/22 2013	118.01	06320000-52248	ELECTRICITY	3153036011FEB/13	
	<u>4,025.54</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 4, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONSTELLATION NEW ENERGY					
SERV FRM 01/11/13 - 02/11/13	373.10	04101500-52248	ELECTRICITY	0009031486-0001	
	373.10				
COUNTY COURT REPORTERS INC					
ELAINE WIERDAK NOMINATION PETITION	150.00	01570000-52238	LEGAL FEES	108894	
	150.00				
DISCOVERY BENEFITS					
ADMIN FEE FLEX - FEB/2013	235.00	01600000-52273	EMPLOYEE SERVICES	363714	
	235.00				
DUPAGE WATER COMMISSION					
OPER/MTC FOR JAN/13	333,103.25	04201600-52283	DUPAGE CTY WATER COMMISSION	09901	
	333,103.25				
ENGINEERING RESOURCE ASSOCIATES INC					
AUTO MECH UNION REV THRU FEB 1 2013	462.70	01621900-52253	CONSULTANT	121106.03	
	462.70				
H & H ELECTRIC COMPANY					
EMERGENCY REPLMNT-KNOCKED DWN LIGHT FL	4,439.92	01670300-52271	STREET LIGHT MAINTENANCE	21072	
	4,439.92				
I R M A					
JANUARY MONTHLY DEDUCTIBLE	286.08	01650100-52215	INSURANCE DEDUCTIBLES	12150	
JANUARY OPTIONAL DEDUTIBLE	15,870.24	01650100-52215	INSURANCE DEDUCTIBLES	12129	
STORAGE TANK COVERAGE 1/2013-1/2014	4,749.32	01650100-52263	PROPERTY INSURANCE	8633	
	20,905.64				
IL STATE POLICE/DIRECTOR					
SEIZED FUNDS FRM WAYMON H LEWIS	342.18	01-23517	DEF REV POLICE EVIDENCE	CS12028137 LEWIS	
	342.18				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 4, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
IMPACT NETWORKNG LLC					
MTC COST BASE RT/ OVERG CHR 10/20/12-4/19/	1,698.38	01652800-52226	OFFICE EQUIPMENT MAINTENANC	227570	
	1,698.38				
JOHN TAUTGES TRUCKING					
SNOW PLOWING FEB 2ND, 2013	1,858.34	01670200-52266	SNOW REMOVAL	1214	20130088
SNOW PLOWING FEB 7TH, 2013	1,666.40	01670200-52266	SNOW REMOVAL	1216	20130088
SNOW PLOWING-FEB 04, 2013	1,666.40	01670200-52266	SNOW REMOVAL	1215	20130088
	5,191.14				
KONICA MINOLTA BUSINESS SOLUTIONS					
COPY CHRGS 01/17 - 02/19 2013 INVEST POLICE	108.33	01662400-52226	OFFICE EQUIPMENT MAINTENANC	223740874	
	108.33				
MEADE ELECTRIC COMPANY INC					
REPAIR FOR DAMAGED TRAFFIC SIGNAL LOOP	4,918.00	01670500-52244	MAINTENANCE & REPAIR	657744	
	4,918.00				
MIDCO					
2/6/13 WORK PREFORMED ON MN LINE PW	70.00	01680000-52244	MAINTENANCE & REPAIR	266744	
PHONE REPR'S 2/6/13 & 2/7/13	517.50	01680000-52244	MAINTENANCE & REPAIR	267011	
	587.50				
MIDWEST METER INC					
WATER METERS	25,265.00	04201400-53333	NEW METERS	0043475-IN	20130082
	25,265.00				
MORONI LAW OFFICES					
PROF SERVICES RENDERED JANUARY 2013	2,395.00	01570000-52235	LEGAL FEES-PROSECUTION	JANUARY 2013	
	2,395.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 4, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MORTON SALT INC					
3 TRUCKS OF SALT DELIVERED	3,894.07	06320000-53335	SALT	5400096885	
ROCK SALT DELIVERED	2,542.49	06320000-53335	SALT	5400095457	
	<u>6,436.56</u>				
NICOR					
SERV FRM 01/08/13 - 02/08/13	82.07	04201600-52277	HEATING GAS	13 81 12 1000 7 FEB	
	<u>82.07</u>				
OLIVE GROVE LANDSCAPING INC					
SNOW PLOWING- 02-04-13	5,113.12	01670200-52266	SNOW REMOVAL	12315	20130091
SNOW PLOWING-01/25/13	2,135.40	01670200-52266	SNOW REMOVAL	12312	20130091
SNOW PLOWING-02-07-13	4,425.50	01670200-52266	SNOW REMOVAL	12316	20130091
	<u>11,674.02</u>				
PERSPECTIVES					
EAP SERVICES-MARCH 2013	1,149.72	01600000-52273	EMPLOYEE SERVICES	75261	20130033
	<u>1,149.72</u>				
THOMAS F HOWARD JR					
PROF SERVICES FRM 1/30/13 - 2/26/13	6,652.50	01570000-52312	PROSECUTION DUI	201	
	<u>6,652.50</u>				
TKB ASSOCIATES INC					
IMAGEWARE CONV TO LASERFICHE	9,600.00	01652800-52255	SOFTWARE MAINTENANCE	10088	
LASER FISCHE CONF REIMB-M TALAVERA	-1,010.20	01652800-52223	TRAINING	10107	
LASERFICHE AVANTE SERVER SOFTWR INSTALL	22,683.00	01652800-52255	SOFTWARE MAINTENANCE	10087	
	<u>31,272.80</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS RD LAPP PH III CONST	1,919.60	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2406565-11	20130002
W BRANCH TRL PRJ PHASE I DSGN	13,102.72	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	2406562-18	20130027
	<u>15,022.32</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 4, 2013**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
U S PAVING INC					
2012/13 SNOW PLOWING-FEB 22, 2013	1,822.78	01670200-52266	SNOW REMOVAL	13-012	20130085
2012/13 SNOW PLOWING-FEB 22, 2013	2,350.06	01670200-52266	SNOW REMOVAL	13-011	20130085
	<u>4,172.84</u>				
VERIZON WIRELESS					
SERV FRM JAN 14- FEB 13 2013	-362.43	01670100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	19.70	01642100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	19.71	01662500-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	20.16	01643700-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	67.29	01622200-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	71.40	01600000-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	73.50	01610100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	73.50	04200100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	73.50	01690100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	78.69	04101500-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	92.94	01680000-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	101.14	01620100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	153.57	04201600-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	189.39	01662300-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	221.58	01650100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	383.03	01664700-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	562.65	01662400-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	579.70	01660100-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	1,053.49	01662700-52230	TELEPHONE	880471119-1 2/13/13	
SERV FRM JAN 14- FEB 13 2013	2,233.19	01652800-52230	TELEPHONE	880471119-1 2/13/13	
	<u>5,705.70</u>				
GRAND TOTAL	<u><u>\$510,220.17</u></u>				

The preceding list of bills payable totaling \$510,220.17 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 3/1/13

Authorized by:

Frank Saverino Sr - Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 3-4-13

ADDENDUM WARRANTS Feb 20, 2013 thru Mar 4, 2013

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Feb 4, 2013 thru Feb 17, 2013	436,172.64
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Feb 4, 2013 thru Feb 17, 2013	33,606.90
General	A C H	Wheaton Bank & Trust	Payroll March 1, 2013 SEIU Retro	14,483.59
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 1, 2013 SEIU Retro	<u>10,539.94</u>
				<u>469,779.54</u>

Approved this _____ day of _____, 2013

By: _____
Frank Saverino Sr - Mayor

Beth Melody - Village Clerk