

Village of Carol Stream

BOARD MEETING AGENDA SEPTEMBER 3, 2019 7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the August 19, 2019 Special Workshop.
2. Approval of Minutes of the August 19, 2019 Village Board Meeting.

C. LISTENING POST:

1. Proclaiming September National Preparedness Month.
2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. #19-0014 FIC America Corporation – 485 E. Lies Road
*Special Use Permit for Outdoor Activities and Operations –
Installation of A/C Units
Zoning Code Variation to Allow a Structure in the Front Yard*
RECOMMEND APPROVAL WITH CONDITIONS 7-0
 - b. #19-0015 505 East North Avenue/Hopewell Services – 505 E.
North Avenue
*Amendment to a Special Use Permit for Outdoor Activities and
Operations – Parking and Storage of Vans*
RECOMMEND APPROVAL WITH CONDITIONS 7-0
 - c. #19-0019 Community Consolidated School District 93 – 283 El
Paso Lane
Special Use Permit for a School Building Addition
RECOMMEND APPROVAL WITH CONDITIONS 7-0

Village of Carol Stream

BOARD MEETING

AGENDA

SEPTEMBER 3, 2019

7:30 P.M.

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- d. #19-0020 JT's Corner Tap & Eatery – 1022 Fountain View Drive
*Amendment to a Special Use Permit for a Restaurant with a Bar
Area – Restaurant Expansion*

RECOMMEND APPROVAL WITH CONDITIONS 7-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award a Contract for Purchase and Delivery of LED Street Lights. *Staff recommends awarding a contract to City Electric Supply for the purchase of 300 LED street lights in the amount of \$40,042.76.*
2. Purchase of AMR's for the AMR Replacement Program. *Staff recommends authorizing the purchase of AMR's from Midwest Meter, Inc., in an amount not to exceed \$113,000.00, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(C) of the Carol Stream Code of Ordinances.*
3. Vacant Lots on Surrey Drive. *Staff recommends modifying the existing listing to extend the termination date to February 29, 2020 with Rick Fisher of RE/MAX Action.*
4. 2019 Pavement Marking Project – Change Order No. 1, Final Payment and Acceptance. *Staff recommends approval of Change Order No. 1 and final payment to Superior Road Striping, Inc. in the amount of \$31,291.22 and acceptance of the 2019 Pavement Marking Project.*
5. Award of Contract for 2019 Drainage Improvements Project. *Staff recommends award of contract to Landmark Contractors Inc. at the bid unit prices submitted of \$156,961.00.*
6. Kehoe Boulevard Stream Bank Stabilization Project-Section I Award of Contract for Professional Engineering Services for Construction Documents and Grant Application Assistance. *Staff recommends the contract for professional engineering services for preparation of contract documents and grant application assistance for the Kehoe Boulevard Stream Bank Restoration Project-Section I be awarded to Hey & Associates, Inc. in the amount not to exceed \$46,800 on a time and materials basis.*

Village of Carol Stream

BOARD MEETING AGENDA SEPTEMBER 3, 2019 7:30 P.M.

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I. ORDINANCES:

1. Ordinance No. 2019-09-____ Approving a Special Use Permit for Outdoor Activities and Operations (HVAC Units) in the I Industrial Zoning District and Front Yard Variation (FIC America Corporation, 485 E. Lies Road). See F.1.a.
2. Ordinance No. 2019-09-____ Approving an Amendment to a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of Van Parking (505 E. North, Inc./Hopewell Services, LLC, 505 E. North Avenue). See F.1.b.
3. Ordinance No. 2019-09-____ Approving a Special Use Permit for a School (Community Consolidated District 93/Jay Stream Middle School, 283 El Paso Lane). See F.1.c.
4. Ordinance No. 2019-09-____ Approving an Amendment to a Special Use Permit for a Restaurant with a Bar Area (JT's Corner Tap & Eatery, 1022 Fountain View Lane). See F.1.d.

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Execution of an Intergovernmental Agreement between the Village of Carol Stream and the City of Wheaton for Disconnection, Annexation and Revenue Sharing for Parcels to be Redeveloped at the Northeast Corner of Geneva Road and Schmale Road (2201 N. Main Street, Wheaton-P.I.N 05-04-305-006 and 431 E Geneva Road, Carol Stream-P.I.N. 05-04-305-009). *Staff recommends approval of the IGA with the City of Wheaton consisting of Wheaton disconnecting the parcel at the northeast corner of Geneva and Schmale Roads in exchange for Carol Stream sharing a portion of the sales tax revenue generated by a proposed gas station/convenience store redevelopment.*
2. Resolution No. ____ Approving and Authorizing the Execution of a Master License Agreement for the Collocation of Small Wireless Facilities located within the Municipal Rights-Of-Way (Chicago SMSA Limited Partnership d/b/a Verizon Wireless). *Staff recommends approval of the Master License Agreement for the Collocation of Small*

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Wireless Facilities located within the Carol Stream Municipal Rights-Of-Way.

K. NEW BUSINESS:

1. Raffle License Application – Carol Stream Woman’s Club. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their event “Purses with a Purpose!” fundraiser to be held on September 8, 2019 at the American Legion Hall.*
2. Sound Amplification Permit and Raffle License Application – Carol Stream Police Department. *Request for approval of a Sound Amplification Permit and Raffle License and waiver of the fees and manager’s fidelity bond for their event “Special Olympics Illinois/Law Enforcement Torch Run fundraiser to be held on September 7, 2019 at the Ross Ferraro Town Center.*

L. PAYMENT OF BILLS:

1. Regular Bills: August 20, 2019 through September 3, 2019.
2. Addendum Warrants: August 20, 2019 through September 3, 2019.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2019-08-29	LAST RESOLUTION	3104
NEXT ORDINANCE	2019-09-30	NEXT RESOLUTION	3105

Village of Carol Stream

Special Meeting of the Village Board

Current Revenue and Expenditure Trends and Improving Long-Term Financial Security

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

August 19, 2019
6:00 p.m. – 7:35 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Matt McCarthy
Trustee Greg Schwarze
Trustee John LaRocca
Trustee John Zalak
Trustee Mary Frusolone
Trustee Rick Gieser

Bob Mellor, Village Manager
Joe Carey, Assistant Village Manager
Marc Talavera, Information Tech. Dir.
Bill Cleveland, Acting Engineering Dir.
Don Bastian, Community Dev. Director
Jon Batek, Finance Director
Ed Sailer, Police Chief
Phil Modaff, Public Works Director
Caryl Rebholz, HR Director
Tia Messino, Assist. to the VM

ABSENT:

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

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

Absent:

CURRENT REVENUE AND EXPENDITURE TRENDS AND IMPROVING LONG-TERM FINANCIAL SECURITY

Finance Director Jon Batek led the Village Board on a discussion of the Village's current financial condition and revenue option to provide more stability to the budget as follows:

Purpose

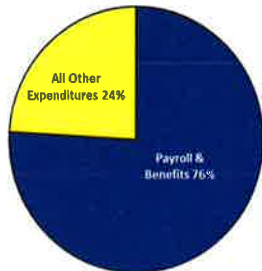
Discuss framework for long-term viability of both Village operating and capital budgets in light of recent revenue and expenditure trends.

5 Year Review of General Fund Operating Revenues and Expenditures

General Fund Expenditures

- What are long-term drivers of expenditure changes?
- What degree of control does the Village have over increases in various spending areas?
- What efforts has the Village made to influence or slow the growth of expenditures?

- Have revenues kept pace with expenditure growth over time?
- As a service organization, the Village’s operating budget is heavily weighted toward personnel and related benefit costs.
- Generally, all non-personnel costs (contractual services, commodities and capital outlay) represent investment in tools or other specialized services that help staff deliver service to the community (e.g. training, consultants, tools/supplies, vehicles, etc.).
- Historically, about 75% of all General Fund costs are payroll and benefit costs.



All other expenditures includes contractual services, commodities & capital outlay.

	<u>FY19</u>	<u>FY18</u>	<u>FY17</u>	<u>FY16</u>	<u>FY15</u>
<u>Payroll & Benefits</u>					
Salaries	\$ 12,855,979	\$ 12,419,074	\$ 11,836,466	\$ 10,752,230	\$ 10,751,862
Overtime	1,009,357	990,670	766,024	776,399	813,736
FICA	1,007,728	972,299	907,540	835,570	830,095
Health Benefits	1,722,967	1,678,173	1,506,336	1,470,201	1,585,810
Work Comp / Unempl.	311,961	312,132	321,030	334,153	357,566
IMRF Pension	830,561	870,744	877,501	712,472	754,242
Police Pension	2,434,978	2,072,751	1,833,135	1,705,946	1,651,830
Total Payroll & Benefits	\$ 20,173,531	\$ 19,315,843	\$ 18,048,033	\$ 16,586,971	\$ 16,745,140
% Change	4.4%	7.0%	8.8%	-0.9%	3.4%
<u>Non-Payroll</u>					
Contractual Services					
Commodities					
Capital Outlay					
Total Non-Payroll	5,614,334	5,934,141	6,273,961	5,525,042	5,418,404
% Change	-5.4%	-5.4%	13.6%	2.0%	-0.4%
Total GF Expenditures	\$ 25,787,865	\$ 25,249,984	\$ 24,321,994	\$ 22,112,013	\$ 22,163,544
	2.1%	3.8%	10.0%	-0.2%	2.4%

5 Year Change in Expenditures – FY14 to FY19

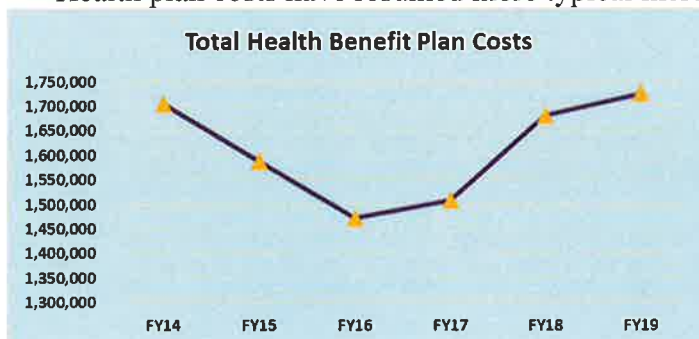
Payroll & Benefit Costs	+24.6%
Non-Payroll Costs (Contractual Services, Commodities, Capital)	+ 3.2%
Total General Fund Expenditures	+19.2%

Payroll & Benefits Expenditures

<u>Payroll & Benefits Category</u>	<u>Average Annual Increase*</u>
Salaries	4.5%
Overtime	5.4%
FICA	4.8%

Health Benefits	0.2%
Work Comp./Unemployment	0.3%
IMRF Pension	2.6%
Police Pension Fund	9.4%
Total Payroll & Benefits	4.5%

- Salaries are the largest component (63%) of all payroll and benefit (P&B) cost increases over the past 5 years and have grown by an average of 4.5% each year from FY14 to FY19.
- Year over year changes in salaries include:
 - Contractual adjustments (FOP, MAP, SEIU)
 - Contractually obligated step plans.
 - Non-Union pay plan
 - Position Additions/Deletions/Changes
 - Payment of leave balances at retirement
 - Promotional increases
 - Savings generated by hiring replacement positions at lower salaries
 - Savings from position vacancies during recruitment or from hiring holds / freezes.
 - Savings generated by reductions in part-time work schedules.
- The Village generally is able to exert some influence over salary expenditure growth through:
 - Employee attrition (hold vacancies, reevaluate position need, reduce schedules, reclassify positions, reallocate work functions, convert to part-time). We currently deploy these strategies.
 - Privatization (where it makes sense and is cost-effective)
 - Reevaluation of desired service levels.
- This has limited effectiveness in some cases:
 - The work generally does not go away, and tends to increase over time.
 - Can increase overtime costs.
 - Add to employee burn-out.
 - Reduce quality of output.
- Overtime and FICA cost increases generally follow the 5 year average annual increase in salaries of 4.5%.
 - Overtime (+5.4%) Can vary seasonally.
 - FICA (+4.8%)
- Health benefit plan costs have grown by an average of 0.2% each year over the last 5 years.
 - Total health benefit plan costs declined by 6.9% between FY 14 and FY15 due to the elimination of a more costly PPO plan option.
 - Health plan costs declined by an additional 7.3% between FY15 and FY16 due to a net reduction in HMO premiums of 4.9% eff. 7-1-15 resulting from favorable plan experience.
 - Health plan costs have resumed more typical increases in FY17 – FY19.



- Ways the Village has worked to influence the rate of growth in health benefit plan costs:
 - Increasing use of part-time employees, where practical, that do not receive employment benefits such as pensions and health insurance.
 - Offering “opt out” incentives for employees to waive health coverage where it is available to them elsewhere.
 - Continued focus on wellness programs that encourage healthy behaviors that may contribute to a long-term reduction in medical plan utilization and costs.

Workers Compensation and Unemployment Costs

- This is the smallest component of total payroll & benefit (P&B) costs (1.5% of FY19 actual P&B expenditures).
- Growth in workers compensation premiums and related property, liability and auto coverages obtained through the Village’s participation in the Intergovernmental Risk Management Agency (IRMA) have been stabilized over the years through the application of IRMA interest credits received annually.
- We anticipate growth in this expenditure category will continue to be manageable.

PENSIONS

Illinois Municipal Retirement Fund (IMRF)

Police Pension Fund

- Participation in these defined benefit plans is required by Illinois State Statutes.
- The Illinois Legislature defines the benefits to be paid and requires local government units to fully fund these plans for their participants.
- Pension funds have statutory powers to force collection from local governments in the event they do not fund required contributions.

IMRF Pension

- The Village’s required funding contribution to the Illinois Municipal Retirement Fund (IMRF) has grown at an average of 2.6% each year for the past 5 years.
- The annual funding requirement is determined by IMRF each calendar year, is levied as a percentage of payroll, and is based upon Carol Stream’s participant experience (rather than all IMRF participants).

Year	Contrib. Rate	% Change
2019	11.48%	-15.7%
2018	13.61%	-5.4%
2017	14.38%	-1.0%
2016	14.52%	+3.3%
2015	14.05%	-5.8%

IMRF Pension

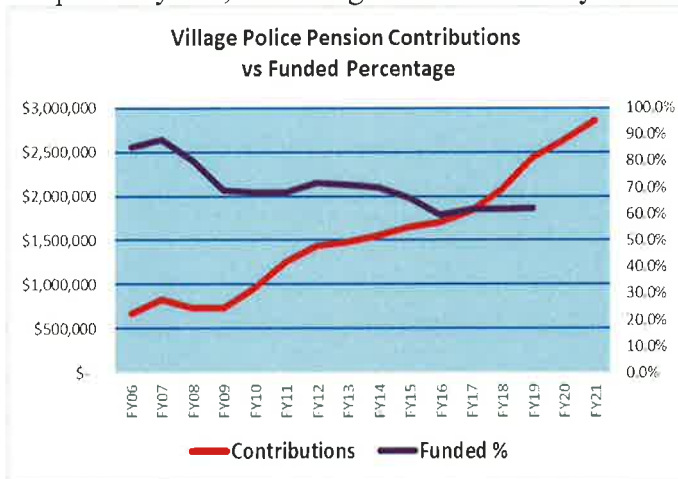
- While the Village’s IMRF contribution rate has declined in 4 of the last 5 years, the average annual increase of 2.6% per year is also driven by:
 - Growth in IMRF eligible payrolls.
 - Payment of accumulated benefits at retirement.
 - Overtime experience
 - Additional IMRF assessments charged at retirement in certain situations.
- Net Position as a Percentage of the Total Pension Liability

Calendar Year	Funded Ratio
2018	81.16%
2017	93.35%
2016	82.97%
2015	83.22%

Police Pension Fund

- The Village’s required funding contribution to the Police Pension Fund has grown at an average of 9.4% each year for the past 5 years.
- This is both high dollar (\$) and high percentage (%) impact each year and arguably one of the cost areas the Village has the least control over. We MUST still fund!
- The annual funding requirement is determined by an actuary hired by the Village and is stated as a flat dollar amount (not % of payroll like IMRF).
- The Village’s contribution amount is one of the first costs we receive each year for our upcoming budget. For FY21 beginning, May 1, 2020, the Village’s contribution will be \$2,850,352, an increase of \$224,850 or 8.6% from the FY20 contribution (goal of 100% funding by 2040).
- This contribution amount is equivalent to 43.0% of participant payroll.
- These are the first dollars that are loaded into the new budget. Because 9.4% growth in our pension contribution each year far exceeds total annual revenue growth, the only other choice is to cut expenses from other cost areas in the budget to make our pension payment.
- A guaranteed revenue source that can match increases in our required pension contributions would add significant stability to our overall funding of Village operations.

Long-Term Funding contributions to the Police Pension Fund have grown by a factor of 4.26 over the past 15 years, an average of 10.1% each year while funded percentage has declined.



Other Items of Note:

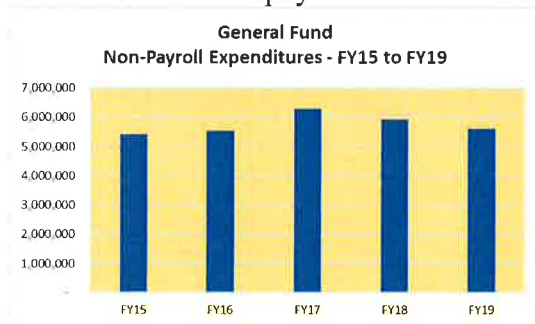
- The Pension Fund currently pays \$3.2 million in benefits to retired Carol Stream Police Officers. Benefit payments have increased by more than \$1.0 million since FY16.
- Our actuary has projected that benefit payments will nearly double in the next 10 years.
- Beginning in FY17, the Pension Fund began paying out about as much in benefits as was put in via Village and Employee contributions (leaving interest earnings to fund future benefits).

Additional Funding Challenges Ahead:

- The Fund’s Investment Advisor has signaled that long-term expected rate of return is **6.50%**. The Fund currently uses a rate of return assumption of **7.00%**. This should be reduced, however this increases the unfunded liability and will result in higher contribution levels.
- Our actuary has calculated the impact of a 0.25% reduction in interest rate (from 7.00% to 6.75%) on our FY21 contribution at an **additional \$252,826** over the current base increase of \$224,850. The combined increase of \$477,676 would be an **18.2%** increase over the current FY20 contribution. We cannot afford to do this without sacrificing other areas of the budget.
- To put this in perspective, a funding increase of \$477,676 would require a 4% increase in sales taxes next year (our largest revenue source), just to make the increase in pension payment.

All other non-payroll costs include Contractual Services, Commodities, and Capital Outlay categories.

- Growth in non-payroll costs has been much slower (0.6% per year in each of the past 5 years) than payroll and benefit costs at 4.5% average per year.



Non-payroll costs are a frequent focal area when it comes to keeping the budget in balance.

- More frequently, we have had to react quickly to sudden downward revenue shifts (business closures, State revenue reductions/unfunded mandates).
- The current FY20 budget includes \$619,450 of expenditures that have been cut/frozen due to continued negative sales tax trends. 99% of these budgetary deferrals were in non-payroll related costs.
- During FY18, upon verification of the loss of our top sales taxpayer, 76% of mid-year budget cuts were from non-payroll costs. The 24% of deferred payroll-related costs impacted vacant positions only.
- There is a future adverse budget impact to continued deferral of needed non-payroll maintenance activities and equipment replacements. Things will eventually break.

5 Year Average Annual Growth in General Fund Revenues and Expenditures – FY14 to FY19

Payroll & Benefit Costs	+4.5%
Non-Payroll Costs	+0.6%

Total General Fund Expenditures	+3.6%
General Fund Revenues	+2.1%

5 year average expenditure growth is outpacing revenue growth.

General Fund Summary

While we have been able to keep the General Fund in balance through a combination of revenue enhancement and expenditure cutbacks, we are presently operating without a safety net (other than our reserve policy).

- FY20 is the first budget in the last 6 years where there is no budgeted surplus. This leaves the Village more susceptible and the need to react quickly in the event of further economic downturn.

Year	Budgeted Surplus
FY20	\$0
FY19	\$445,000
FY18	\$1,474,429
FY17	\$2,184,500
FY16	\$855,000
FY15	\$1,350,000

5 Year Capital Improvement Program (CIP)

- The 5 year CIP presented to the Village Board on February 4, 2019 projects reserve balances will be depleted during the 3rd year (FY22) of the 5 year plan.
- This assumes no surplus transfers from the General Fund.
- The amount and availability of regular General Fund surpluses are not as reliable as in years' past. There have been no transfers made in the last 2 years.
- Without additional regular funding, the scope of capital infrastructure improvements will need to be cut back significantly.

Projected Reserve Balances					
Fund	FY20	FY21	FY22	FY23	FY24
Capital Projects Fund	\$5,827,158	\$2,755,158	(\$2,359,842)	(\$6,154,842)	(\$9,609,842)
Motor Fuel Tax Fund	<u>2,813,954</u>	<u>872,954</u>	<u>1,841,954</u>	<u>2,806,954</u>	<u>3,767,954</u>
Total CIP	<u>\$8,641,112</u>	<u>\$3,628,112</u>	<u>(\$517,888)</u>	<u>(\$3,347,888)</u>	<u>(\$5,841,888)</u>

Capital Improvement Program Revenues

- What revenue levels are required to reasonably sustain the CIP into the future?
- Presently, the CIP has approximately \$2.0 million of regular, recurring revenue:

➤ State MFT (per capita)	\$ 1,010,000
➤ Local Gas Tax (4 cents)	<u>960,000</u>
Total	\$ 1,970,000
- With the July 1, 2019 increase in State motor fuel taxes, we project we will see an increase in State MFT funds of approximately \$12.80 per capita or \$508,000.
- This results in revised regular, recurring CIP revenues of approximately \$2.5 million annually.

Capital Improvement Program Expenditures

- The CIP requires approximately \$5.6 million in regular annual funding per year over the next 5 years (net of programmed grant and other cost sharing funding).
- With \$2.5 million of current funding, this leaves a shortfall of about \$3.1 million per year to adequately fund the program.

5 Year CIP Program Expenditures, Revenues, and Funding Shortfall

(in \$000's)	FY20	FY21	FY22	FY23	FY24	Total
CIP Expenses (net of grants)	\$4,955	\$7,213	\$6,247	\$4,880	\$4,544	\$27,839
Current Revenues	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>(2,500)</u>	<u>(12,500)</u>
Funding Shortfall	<u>\$2,455</u>	<u>\$4,713</u>	<u>\$3,747</u>	<u>\$2,380</u>	<u>\$2,044</u>	<u>\$15,339</u>
Average Annual Expenditures						\$5,568
Average Annual Funding Shortfall						\$3,068

Long-Term Funding Considerations

With a focus on long-term sustainability in both operating (General Fund) and capital (CIP), minimally:

1. The General Fund is currently balanced and we must be able to continue to fund with current revenues or otherwise cut back on expenditures to maintain future balance.
2. The CIP needs \$3.1 million in additional revenues annually to sustain capital improvement projects that were previously presented to the Village Board on the next 5 year time horizon.

Considering the revenue adjustments the Village has implemented in the last several years, additional revenue sources and options are becoming more limited.

Some possible revenue impacts:

0.25% increase in Home Rule Sales Tax \$1,250,000

We would exceed all of our peers except one.
May be incentive for businesses to relocate.

1 cent increase in Carol Stream Gasoline Tax \$230,000

Carol Stream already at higher end of other local gov's.

Property Tax \$3,100,000

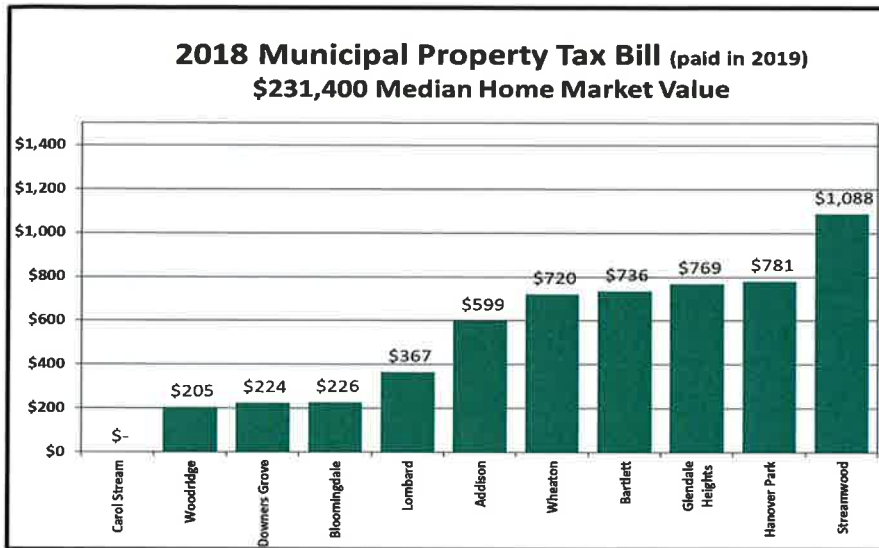
Using 2018 Equalized Assessed Values, a \$3.1 million tax levy would result in a local tax bill of approx. \$189 to the owner of median value home (\$231,400).

Property tax is the only solution that is stable and not subject to decline from economic or market downturn.

If property tax is considered with possible future elimination of vehicle sticker, add \$700,000.

Property Tax \$3,800,000

Using 2018 Equalized Assessed Values, a \$3.8 million tax levy would result in a local tax bill of approx. \$232 to the owner of median value home (\$231,400).
Recall that of our 10 municipal peers, the lowest local tax bill for the median value home was \$205 (Woodridge).
Using the scenario above, the Village's share of the total Carol Stream property tax bill would be 3.1%. Recall that the average of our 10 municipal peers is 8.3%.



Other factors to think about if a property tax were considered.

- Highly efficient, predictable and reliable revenue stream.
- DuPage County handles all extension and collection. While some have evaded vehicle sticker, all will now pay. Fairer, MUCH less labor intensive.
- Much needed stability to Village operations/capital funding. Recall that property taxes make up 25% of ALL peer governmental revenues.
- Approx. 40% of Carol Stream EAV is commercial/industrial that would contribute toward funding Village operations/capital. In our 2016 peer study, Carol Stream had higher percentage of commercial/industrial EAV than 9 of our 10 peers.
- [SB 1932 – Property Tax Relief Task Force \(Signed, Effective August 2, 2019\)](#) Should we be concerned there may be legislative preemption? Will Governor and General Assembly lock us out if progressive income tax referendum is approved in 2020?

Using a Property Tax to Enhance Funding Stability

- Adding stability requires we look at the nature and characteristics of various revenue and expenditure streams.
- The Village's most basic of Village functions can be divided between:
 1. Day-to-Day Operations (General Fund)
 2. Long-range Capital Reinvestment (CIP)

General Fund Operations

- 75% is pay and benefit costs that are regularly paid on a bi-weekly basis.
- Modest capital / one-time costs and fewer "peaks/valleys".
- Revenues must provide regular and predictable cash flows so that they match well to expenditure outflows.
- When revenues shift suddenly or otherwise do not perform as expected, we have to react quickly to balance the budget. (e.g. budget freezes/deferrals). This can be very disruptive to operations.

Capital Improvement Program

- Almost all high dollar, medium to longer term project life cycle. Pre-engineering to final construction.
- Frequent re-prioritization and shifts in timing of planned projects (e.g. Schmale Road Water Main).
- High reserve levels to fund near-term horizon projects (1-3 years) will allow for revenues that may be a bit more subject to variability in timing and amount.
- More time to address short-term negative revenue hits.
- Much more flexible in terms of cash flow when compared to General Fund.

When matching revenue and expenditure characteristics, a General Fund property tax would provide greater stability than if it were a direct revenue of the Capital Projects Fund.

- Tying property taxes to Police Pension funding would add significant stability to General Fund operations. 9 of our 10 peers have a direct property tax levy to fund their Police Pension Funds.
- Adopting a funding policy that property taxes be indexed to actuarially required pension contributions will ensure that pension contributions do not cannibalize other needed operating expenditures.
- Reassigning less predictable/stable General Fund revenue sources to the Capital Projects Fund (e.g. real estate transfer tax, telecommunications tax, electricity use tax, road & bridge tax) would further reduce volatility in the General Fund.

Village Board comments include: Mayor Saverino indicated that because of the uncertainty of other revenue sources, that a property tax is the easiest solution for revenue shortfalls. Trustee Gieser asked if the Village could reduce the 25% GCF reserve level if we implement a property tax. Staff stated the 25% reserve would remain in place. Trustee LaRocca stated we are in a tough spot and many people are leaving Illinois because of high taxes. Trustee Schwarze stated other taxing bodies have eaten into the Village of Carol Stream's available property tax share. Trustee McCarthy feels we need to stabilize budget revenues and our only remaining revenue source is a property tax. Trustee Frusolone stated if we levy a property tax, it should be at the least amount needed to maintain services and facilities. Trustee Zalak feels residents already think the Village levies a property tax.

Finance Director Jon Batek stated the Village of Carol Stream needs to make a decision on property tax by October, 2019.

Resident Mike Gail expressed his concerns with storm water issues located at 1100 Lightening Trail. Mayor Saverino directed to see Acting Engineering Director Bill Cleveland to discuss his issue.

There being no further business, Trustee McCarthy moved and Trustee Schwarze made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:35 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,
Carol Stream, DuPage County, IL

August 19, 2019

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:44 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

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

Absent:

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Village Attorney Brian Gorka

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the August 5, 2019 Special Workshop Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Gieser

Absent

The motion passed.

Trustee Schwarze moved and Trustee Zalak made the second to approve the Minutes of the August 5, 2019 Regular Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Gieser

Absent:

The motion passed.

Trustee Frusolone moved and Trustee McCarthy made the second to approve, but not release the Minutes of the August 5, 2019 Executive Session Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 1 Trustee Gieser

Absent

The motion passed.

LISTENING POST:

- 1. Presentation of 2019 Summer Concert Raffle Proceeds to Local Food Pantries. Mayor Saverino presented checks to 5 local food pantries. Each check was \$1000 which equals 18,000 meals or feeding 100 families for 2 weeks.*
- 2. Presentation of Illinois Chief's of Police Traffic Safety Challenge, Judge's Award – Scott Kristiansen (Ret.) IDOT National Law Enforcement Liaison Program Coordinator. Award presented to Mayor Saverino, Village Board and Police Department by Scott Kristiansen (Ret.) IDOT National Law Enforcement Liaison Program Coordinator.*
- 3. Addresses from Audience (3 Minutes). None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

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

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

Nays: 0

Absent: 0

The motion passed.

1. Award of Contract – 2019 Pavement Patching Contract.
2. Award of Contract – Sidewalk Mudjacking Services.
3. Resolution No. 3103 Accepting a Grant of Stormwater Management and Conveyance Easement and Utility Easement (180 Kehoe Blvd.).
4. Resolution No. 3104 Declaring Surplus Property owned by the Village of Carol Stream.
5. Raffle License Application - Humanitarian Service Project.
6. Raffle License Application – Covenant Living at Windsor Park.
7. Payment of Regular and Addendum Warrant of Bills from August 6, 2019 through August 19, 2019.
8. Treasurer’s Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended July 31, 2019.

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

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

Nays: 0

Absent: 0

The motion passed.

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

Award of Contract – 2019 Pavement Patching Contract:

The Village Board approved a contract for the 2019 Pavement Patching to Chicagoland Paving Contractors, Inc. at the bid unit price submitted of \$40,000.

Award of Contract – Sidewalk Mudjacking Services:

The Village Board approved a contract for Sidewalk Mudjacking Services to B&B Concrete Lifting, Inc. in the amount of \$48,500.

Resolution No. 3103 Accepting a Grant of Stormwater Management and Conveyance Easement and Utility Easement (180 Kehoe Blvd.):

The Village Board accepted a Grant of Stormwater Management and Conveyance Easement and Utility Easement for 180 Kehoe Blvd.

Resolution No. 3104 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus designated salt spreaders, snow plows and trailer.

Raffle License Application – Humanitarian Service Project:

The Village Board approved a raffle license and waived the fee and manager's fidelity bond for the Humanitarian Service Project's "Strike Against Hunger" to be held on September 26, 2019.

Raffle License Application – Covenant Living at Windsor Park:

The Village Board approved a raffle license and waived the fee and manager's fidelity bond for Covenant Living at Windsor Park for their Annual Benevolent Care Gala to be held on September 8, 2019.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated August 19, 2019 in the amount of \$1,756,370.31. The Village Board approved the payment of Addendum Warrant of Bills from August 6, 2019 thru August 19, 2019 in the amount of \$609,469.97.

Treasurer's Report:

The Village Board received Revenue/ Expenditure Statement and Balance Sheet, Month ended July 31, 2019.

Report of Officers:

Trustee LaRocca thanked Carol Stream residents for buying raffle tickets and thanked the food pantries for taking care of families in need. He congratulated the Police Department on their awards. Trustee LaRocca stressed to please stay off cell phones while driving.

Trustee Gieser congratulated the Police Department and stated it feels good to help the local food pantries. There will be a pancake breakfast at Glenbard North High School this Saturday. St. Stevens Cemetery is having a ceremony on September 9 at 11am. The Chicago Fire TV show shot an episode at the Fire Station on Kuhn Road today.

Trustee Schwarze congratulated the Police Department and thanked Chief Sailer for his outstanding leadership. The Fire Protection District and Public Works Water Reclamation Center will have their Open House on October 5 from 10am to 2pm. He stated the Village Board had a Special Workshop tonight on revenues and regardless of what is decided, it is still important to Shop Carol Stream.

Trustee Zalak thanked residents for being so generous with buying raffle tickets at the concerts and also expressed being proud of the Police Department as he was a Police Officer. Please slow down in residential areas with school now in session and teach kids to look both ways. Trustee Zalak also commented that on a two-lane roadway, you need to stop for buses by law.

Trustee Frusolone congratulated the Police Department. Her son went on a ride-along with the Police Department and had a great experience. Last Saturday was the kids' bags tournament and police car show/parade to benefit Special Olympics which was a great event. There will be two more Special Olympics fundraising events on August 29 at Culver's and September 7 at Town Center – Jeep Show. Carol Stream was asked to compete in the Prairie State Challenge on September 21. The CERT team has selected 12 members for their team.

Trustee McCarthy thanked the residents for being generous, thanked the food pantries for their efforts and also thanked the staff for being at concerts. Please stop at crosswalks for pedestrians and follow school rules for school drop-off and pick-up. Trustee McCarthy congratulated the Police Department on their awards and thanked the police volunteers for helping with the kids' bags tournament to benefit Special Olympics. Carol Stream as a Village all work as a team and Trustee McCarthy is proud to be part of the team. He stated we had a workshop tonight, and they will have to make some tough decisions.

Village Attorney Gorka stated the Verizon small cell wireless contract will be completed by next meeting. He congratulated the Police Department.

Village Manager Mellor stated the main offices of the Municipal Center will be closed on September 2 in observance of Labor Day. Garbage pickup will be delayed by one day. The next regular Board meeting will take place on Tuesday, September 3. He also stated our Police Department will be performing car seat safety checks on September 21 at Town Center from 10am to 2pm. Village Manager Mellor also congratulated the Police Department on their awards.

Village Clerk Czarnecki congratulated the Police Department and stated to please keep first responders and military in your thoughts.

**Special 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
August 26, 2019.***

Chairman Parisi called the Special Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Angelo Christopher, Dave Creighton, John Meneghini, Frank Petella, Michael Battisto, Charlie Tucek, Chairman Parisi.

Absent:

Also Present: Don Bastian, Director of Community Development, Tom Farace, Planning and Economic Development Manager, Jane Lentino, Secretary, and Ms. Carly Petersen and Ms. Jackie Wells, Consultants from Houseal Lavigne Associates.

MINUTES:

There were no minutes to be approved.

PUBLIC HEARING:

There were no notices for Public Hearing.

PRESENTATION:

Mr. Farace introduced Ms. Carly Petersen and Ms. Jackie Wells, consultants from Houseal Lavigne Associates.

Ms. Wells stated that she and Ms. Petersen were last in front of the Commission on June 24th talking about the preliminary recommendations memo, and that this is the draft of the text of the code, and presented the District Standards. She explained that District standards are what people think about when they think about zoning, using dimensional standards, front yard requirements, rear yard requirements, and permitted and special uses.

Ms. Wells showed the proposed outline of Article 3, which is District Specific Standards. She stated that residential districts, business districts, and employment and industrial districts they each have their own page in order to present a user-friendly item that Staff could provide a resident or business with that would provide zoning use, and special use information.

Ms. Wells gave a breakdown of the Zoning Districts in Article 3 which are:

- 3-1 - The Establishment of Zoning Districts
 - A. Residential Districts
 - 1. R-1 Traditional Residential District
 - 2. R-2 Suburban Residential District
 - 3. R-3 Neighborhood Residential District
 - B. Business Districts
 - 1. B-1 Town Center District
 - 2. B-2 Neighborhood Business District
 - 3. B-3 Conventional Business District
 - C. Employment and Industrial Districts

1. E Employment District
2. I Industrial District

D. Overlay Districts

1. GAC Gary North Avenue Corridor
2. NAC North Avenue Corridor

Ms. Wells stated that the Agriculture District and the F1 and F2 flood, which are the two floodplain overlay districts, have been eliminated going forward, and will be addressed through the FEMA Flood Plain for reference.

Ms. Wells stated they will be updating the Zoning Map. She stated that the biggest changes to the R-1 and R-2 districts will be the dimensional standards, such as lot area, widths and setbacks.

Chairman Parisi asked Mr. Farace to clarify Staff's recommendation to discuss the separation of one of the multi-family type housing.

Mr. Farace stated that Staff would like to hear the Plan Commission's thoughts on:

1. The recommendation that Houseal Lavigne has presented with having the single multi-family district.
2. Having the two separate districts where there would be a separate district for the higher density, or have separate criteria or, use provisions for issues that pertain to those higher density developments, such as parking, dumpster enclosures, etc., that are a different from townhouse developments.

Chairman Parisi asked if the Plan Commission had any comments

Commissioner Battisto stated that it makes sense to separate the multi-family housing because of idiosyncrasies specific to a large apartment complex.

Chairman Parisi asked to clarify that they are looking at the R-4 District.

Mr. Bastian stated that the R-4 District currently allows for duplexes and townhomes, and asked the Commission if there should be a district created, such as R-3a, specifically for large complexes.

Commissioner Meneghini stated that the specificity of R-4 is unique enough to have its own district.

Chairman Parisi asked Mr. Bastian if there is anything that is zoned R-4 that would get rezoned to the R-3a.

Mr. Bastian stated that large complexes could remain an R-4 and redefine the R-4 parameter, and that it would be for new developers.

Chairman Parisi asked what the benefit would be.

Mr. Bastian stated that apartment complexes have parking lots, dumpster enclosures, pools, etc., and asked if, in the future, it would help to manage these types of developments if they had regulations that were specific to the character of the development of the complex.

Commissioner Battisto asked to clarify if it would be more beneficial to the townhouses and duplexes to be removed from the R-4 zone which has larger complexes.

Chairman Parisi stated that he would be in favor of that suggestion as the standards would be more manageable if a new developer were to come in.

Ms. Petersen stated that they are not addressing the Planned Unit Development context until a later stage of the UDO project, and that it comes down to preference. She stated that what has been proposed at this time provides a bit of nuance, and that the map will not change to include that zone.

Chairman Parisi asked to clarify that Houseal Lavigne suggests having a PUD standard if a developer were to come in and propose a multi-family housing development.

Ms. Wells said that was correct and stated that a PUD requirement could be based on lot size where more than 2 acres would have to go in as a PUD through a Planned Unit Development process which would give more control over and would be something that can be done in the proposed R-3 district.

Commissioner Petella asked to clarify whether the map would be changed.

Ms. Petersen stated that would be different.

Chairman Parisi stated that he is ok either way. He stated that the PUD gives the most flexibility to the developer, but allows conscientious effort of being able to manage certain aspects of that type of a development. He stated that he likes the PUD idea because it allows flexibility for the developer to come in with an idea, but it also allows the commission and the staff to appoint requirements to parking, trees, trash enclosures, density, etc.

Ms. Petersen stated that what is being proposed is by-right development regulations for lower density multi-unit development. She stated that if they want to go higher, they can ask.

Ms. Wells stated that it is broken down into a multi-unit development and a multi-unit complex, where a stand-alone building might have 4 or 6 units as compared to a large complex that has multiple buildings and amenities.

Ms. Wells stated that the Business District will be zoned according to the size of the lots and proximity to residential areas. She stated that the B-1 district will include retail, offices, residential and cultural amenities, in a central, downtown pedestrian-oriented area. She stated that this district is the only one that will have minimum and maximum setbacks, which will ensure that development in this area will have a more consistent street wall.

Commissioner Tucek asked what the Fountain View area is zoned.

Mr. Bastian stated that the commercial center is zoned B-2 and the residential area is Zoned R-4.

Chairman Parisi asked to clarify the term 'promote high quality design', and suggested that the term be more defined. He referred to the loose interpretation in regards to the redevelopment of Gary Avenue, and suggested that parameters be put in place.

Mr. Bastian stated that regulations were put together about 26 years ago and that some of those buildings pre-date those regulations.

Ms. Wells stated that the particular language is already in the code, and that as the community becomes more desirable for residents and businesses, there will be more of a justification to require higher quality design, and developers are going to be more willing to accommodate because they know that there is the market in Carol Stream to justify it.

Ms. Wells stated that they will be changing language in the code to make it more reader friendly, and that the permitted uses will be consolidated to be more reader-friendly as well.

Ms. Wells stated that they are proposing new uses, such as parks, open space and agriculture, such as a community garden, along with some other trendy uses that will require a Special Use permit in residential districts.

Ms. Wells stated that they are proposing multiple-unit dwellings above ground floors, as a part of mixed-use to create a downtown type development and feel in the B-1 district.

Ms. Wells stated that there will be many types of senior housing versions, such as total senior live care and assisted living.

Ms. Wells stated that there are categories that include, temporary lodging, education, and commercial/retail. She stated that there is general category for General Retail that will capture different retail uses that might not need to be called out separately, but would not include anything that's listed separately, such as a pawn shop or a gun shop.

Ms. Wells stated that commercial services would be similar to, but lengthier than, the general category.

Chairman Parisi asked to clarify the phrase, "Community Development Director shall determine if the uses are similar to other uses".

Ms. Wells used micro-needling as an example.

Ms. Petersen stated that micro-needling might be similar to a tattoo parlor, in that it requires a tattoo license, but it is not a tattoo parlor, and that the Director would look at the definitions and make a written determination, She stated that if, at any point, the director is not comfortable making that decision, the determination could be appealed.

Ms. Wells stated that when the list is finished it will have included everything that could be brought before the Commission.

Ms. Petersen stated that this is something that needs to be established in the administrative section of the code so when a new business presents itself to Community Development and asks what they need to do, they should be going through formal written submittal process with Staff, which should be codified so they get all relevant information prior to the determination being made.

Commissioner Tucek asked if in 25 years some of these larger religious properties that are now churches decide they are getting out of the church business and into faith-based housing for seniors, can they do whatever they want on their piece of land as long as it's religious based, and does it automatically get rezoned?

Ms. Wells stated that churches are currently part of the residential R-1 zoning district and they would be able to do what anyone else is able to do with their property in that district. She stated that if they wanted to go become a senior life care facility they would have to ask to be rezoned.

Ms. Petersen stated that they would still have to meet the definition of place of a worship as a religious facility. She stated that faith based housing would not qualify under the zoning definition.

Ms. Wells stated that Staff asked Houseal Lavigne to elaborate on accessory dwelling units which are proposed to be special use in the R-1 and R-2 zoning districts. She stated that they would be restricted to internal, such as a basement or attic apartment, or an attached accessory dwelling unit. She stated that detached accessory dwelling units would not be included.

Ms. Wells stated that certain provisions should be addressed, such as if there is adequate parking, limit of unit size and whether or not the property owner needs to be living onsite.

Commissioner Christopher asked if those provisions only came into play if the addition was added square footage.

Ms. Wells stated that the accessory dwelling unit would have to meet all of the Building Code requirements.

Commissioner Christopher asked to clarify that if you're adding to the interior of an existing single family dwelling only a permit would be required, and not a rezoning of the property.

Ms. Wells stated that it would be a special use.

Commissioner Tucek asked to revisit the R-1, R-2, and R-3 residential zoning districts, and how it affects the houses put on those properties if someone were to rebuild.

Ms. Wells stated that the current requirement is 15,000 square feet in the R-2 District, and that if someone wanted to rebuild they would have to come to the Commission to develop on that property. She stated by tweaking the lot sizes, fewer people would have to come to the Commission for variances.

Ms. Petersen stated that the lot coverage ratio is also included.

Ms. Petersen asked if the Commission felt that they were moving in the right direction.

Commissioner Creighton stated that they are doing a great job.

Ms. Petersen asked that, if there are any questions, to please contact Mr. Farace.

Ms. Wells stated that the next step will be to develop use provisions and development standards, and they were looking to meet in November

Mr. Farace stated that the next UDO meeting would be November 11, 2019, which is Veteran's Day, and the Village will be open.

OTHER BUSINESS:

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

At 7:00pm Commissioner Creighton moved and Commissioner Petella seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Jane Lentino
Community Development Secretary

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

Chairman

**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
August 26, 2019.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:06pm and directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Dave Creighton, Angelo Christopher, John Meneghini, Frank Petella, Charlie Tucek, Michael Battisto, and Chairman Frank Parisi.

Absent:

Also Present: Tom Farace, Planning and Economic Development Manager; Jane Lentino, Secretary, and a representative from County Court Reporters.

MINUTES:

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to approve the minutes of the meeting held on July 22, 2019.

The results of the roll call vote were:

Ayes: 6 Commissioners Creighton, Christopher, Petella, Meneghini, Battisto, Tucek.

Nays: 0

Abstain: 1 Chairman Parisi.

Absent: 0

PUBLIC HEARING:

Chairman Parisi asked for a motion to open the Public Hearing. Commissioner Petella moved and Commissioner Meneghini seconded the motion.

The motion was passed by unanimous vote.

Case #19-0014 – FIC America Corporation – 485 E. Lies Road

A Special Use Permit for Outdoor Activities and Operations – Installation of A/C Units
Zoning Code Variation to Allow a Structure in the Front Yard

Chairman Parisi swore in Greg Fernandez, Maintenance Manager, and Sho Ishimaru, EHS Supervisor, FIC America, 485 E Lies Road.

Mr. Ishimaru stated that they are requesting approval to put in an HVAC unit in front of the building at 485 E Lies Road. He stated that it has to be in front of the building by our parking lots due to the size of the unit.

Mr. Ishimaru stated that there are two docks, one in the back of the building and another one on the side of the building, and there is constant high traffic so those areas of the building are not feasible. He stated that they tried to work out the logistics with their contractor and determined that this was the best location.

Mr. Fernandez stated that this was the only choice because the roof is unable to support the required units as it wasn't designed to hold that heavy of a load, and to reinforce the roof would be very costly. He stated that outside of the units will be closed in and screened to match the color of the building so as not to be seen from Lies Road.

Chairman Parisi asked for questions from the audience. There were none.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that FIC America is seeking approval of a Special Use permit for outdoor activities and operations for the installation of two HVAC units along with a variation for those units to be within the front yard of the property, which is at the northwest corner of Schmale and Lies Roads.

Mr. Farace stated that the units are approximately ten and a half feet tall by twelve feet wide. He stated that, in most instances, Staff would prefer to see units located in the rear, or along the side of the property, so that they weren't visible from the roadway, and, as stated in the cover letter, it is the most feasible location, as the dock is located in the rear of the property.

Mr. Farace stated that there will be a loss of about six parking spaces, but after a parking analysis, Staff felt comfortable that the property can accommodate the loss of the spaces.

Mr. Farace stated that the units, along with the duct work that's going to be running up along the front of the building, will be screened by a screening material that will match the color of the existing precast. He stated that Staff is recommending that the screening have the same reveal pattern as the precast concrete, and the same blue band so that it's almost a seamless pattern. Mr. Farace showed an example of the Owens & Minor building as reference of a similar screening type that blended in with the building.

Mr. Farace stated that Staff is supportive of the request for the Special Use permit along, with the variation to have the units in the front of the building, with the conditions listed at the end of the Staff Report.

Chairman Parisi asked for questions from the Commission. Commissioners Meneghini, Creighton, and Tucek had none.

Commissioner Petella asked if the screening around the units will be open on the bottom for airflow, and if the petitioner was ok with painting it to match.

Mr. Fernandez stated yes.

Commissioner Christopher referred to Exhibit B-3 and suggested that the 24 ½ inch opening be screened as a safety issue and to deter animals, kids and garbage. He stated that he would like to add an amendment to the Staff Report.

Commissioner Battisto asked if there were any environmental or protection concerns.

Mr. Femandex stated that there will be a guard rail.

Chairman Parisi referred to Exhibit B-3a and asked how the ductwork was being screened.

Mr. Fernandez stated that it would be attached to the ductwork, itself, and project out.

Chairman Parisi asked for a motion to recommend approval for a Special Use Permit the installation A/C units and a variation to install a structure in the front of a building, with an additional condition to provide screening at the bottom of the structure, for FIC America Corporation. Commissioner Meneghini moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

Ayes: 7 Commissioners Christopher, Petella, Meneghini, Tucek, Battisto, Creighton, and Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

The motion was unanimously approved.

This case will go before the Village Board of Trustees on Tuesday, September 3, 2019, at 7:30 PM for formal approval.

Case #19-0015 – 505 E. North, Inc. / Hopewell Services – 505 E. North Avenue

Amendment to a Special Use Permit for Outdoor Activities and Operations – Parking and Storage of Vans

Chairman Parisi swore in Bob McNees, McNees & Associates, 195 Hiawatha Drive, Carol Stream, and Will McDermott, Hopewell Services, 505 E. North Avenue, Carol Stream. Mr. McNees stated that he represents the owner of the building at 505 E. North Avenue and that Hopewell Services is a transportation company that currently uses the rear parking area to store buses and vans and where they received approval of a Special Use Permit in 2017. A site plan was shown on the screens to illustrate the parking areas on the property, and Mr. McNees gave background on the other tenants in the building and uses on the property, and indicated that Hopewell is proposing to consolidate offices from other locations and lease space in the subject building and park up to 70 mini-vans in the main parking of the property.

Mr. McNees continued with the request that it is for the northern spaces in the main parking lot, just north of the Comcast entrance, and in terms of the lease between Hopewell and the property owner, that Hopewell shall have a minimum of 40 spaces in the main lot but up to 70 spaces total. Mr. McNees reminded the Commission that Hopewell has contracts with several local school districts, including Glenbard North, Queen Bee, and several others in the area, which makes this property a logical location to have their office and fleet. Mr. McNees indicated that traffic cones are being used to delineate the spaces for Hopewell in the parking lot currently, and fleet drivers use the same method as they do in the far north parking lot where drivers park their personal vehicles in the van space and pull vans out each morning. Mr. McNees stated that office employees would park in the regular parking lot, and that all other regulations would be preserved from the original Special Use Permit except those that are being modified with this request, including using the Phillips Court driveway to get onto Schmale Road which WSDRA have greatly appreciated.

Mr. McNees reiterated that these vehicles are regular mini-vans that will be parked in the main parking lot, and ownership is in agreement with providing landscaping along the front of the parking lot along North Avenue.

Chairman Parisi asked for questions from the audience. There were none.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that the applicant is sending an amendment to the previous Special Use Permit that was granted to Hopewell Services in 2017. Two Special Use Permits were granted in 2017; a Permit to allow parking of vans and buses, and a Permit to allow the parking of those vehicles for a business not physically located on the property. Now that Hopewell will be occupying a tenant space in the building, an amendment is only necessary to allow the additional 70 van spaces in the main parking lot. Mr. Farace went over the parking requirements for the 505 E. North Avenue property, and explained that with the 70 van spaces for Hopewell, there would be a parking deficit if the building was fully occupied by office tenants. However, staff agrees with the lease provision that a reduction of van parking would be required if a parking issue was apparent on the property, while still giving Hopewell a comfort level that they could operate from the property. Mr. Farace also explained that staff requested parking lot screening be installed along North Avenue to provide some landscaping to screen the vans, rather than install landscaped islands in the parking lot and lose parking spaces. Mr. Farace stated that staff is supportive of the request.

Chairman Parisi asked for questions from the Commission. Commissioners Battisto, Tucek, Christopher, Petella, and Meneghini had no questions. Chairman Parisi also had no questions.

Commissioner Creighton asked how the parking spaces for Hopewell will be distinguished from the rest of the parking spaces. Mr. McNees indicated that traffic cones are being used right now, but if other tenants move into the building, then they could restripe the parking spaces a different color to differentiate them. Commissioner Creighton also indicated that there was a typo in Condition #4 of the staff report.

Chairman Parisi asked for a motion to recommend approval for an Amendment to a Special Use Permit for outdoor activities and operations for parking of vans for 505 E. North, Inc./Hopewell Services, LLC. Commissioner Petella moved and Commissioner Meneghini seconded the motion.

The results of the roll call vote were:

Ayes:	7	Commissioners Christopher, Petella, Meneghini, Tucek, Battisto, Creighton, and Chairman Parisi.
Nays:	0	
Abstain:	0	
Absent:	0	

This case will go before the Village Board of Trustees on Tuesday, September 3, 2019, at 7:30 PM for formal approval.

The motion was unanimously approved.

Case #19-0019 – Community Consolidated School District 93 – 283 El Paso Lane
A Special Use for a School Building Addition

Chairman Parisi swore in Keith Briggs, Board President from District 93, Dr. David Hill, Superintendent from District 93, and V.P. Trinh, Associate with Arcon. Mr. Briggs thanked the Commission for giving them the opportunity to talk about the Science, Technology, Engineering, and Mathematics (STEM) lab that will be added to Jay Stream Middle School. Dr. Hill explained that the District provides opportunities for exceptional learning experiences for their students and in different areas, and are trying to optimize

these learning experiences. One of these experiences is to expand the building by about 5,500 square feet on the back of the building to provide classrooms and labs. This addition will be similar to the new STEM lab at Stratford Middle School. Dr. Hill explained that the hope is to get the project moving forward during next spring and summer and have it open up when school starts up in August 2020.

Chairman Parisi asked for questions from the audience.

Mr. Joe Blakely at 296 Springbrook Lane, Carol Stream, stated that he lives next to the field by the school. Mr. Blakely asked if there are hours of construction that the School District should be following, because with other projects, including a roof and entrance vestibule project this summer, workers were out at the school on the weekends by 6am-6:30am. Chairman Parisi asked Mr. Farace to go over hours of construction in the Village. Mr. Farace stated that construction hours are 6am to 8pm during the week and 8am to 8pm on Saturdays. Mr. Blakely reiterated that work at the school has started earlier than 8am on Saturdays, including this past weekend. Chairman Parisi recommended that Mr. Blakely contact the Police in the future if construction is occurring during non-construction hours. Dr. Hill also gave his business card to Mr. Blakely.

Mr. Farace summarized the request, and that the School District is seeking approval of a Special Use Permit to construct a 5,500 square foot addition on the east side of the building. Mr. Farace showed the location of the addition on the screens in the room. Mr. Farace stated that the addition will be located over an existing hard surface area, so from a stormwater perspective, staff doesn't believe there should be an issue, especially with the construction of permeable paver parking lots a few years ago as well. The addition will also match the building architecturally, and so staff is recommending approval of the school's request.

Chairman Parisi asked for questions from the Commission. Commissioners Meneghini, Christopher, Creighton, Tucek, and Battisto had no questions.

Commissioner Petella stated that he appreciated that Dr. Hill gave the resident his business card, and he understood that it's sometimes hard to control construction projects but that the District should try to be as good a neighbor as possible to the residents in the area. Dr. Hill stated that in future bid documents, that construction hours will be provided.

Chairman Parisi asked about the building possibly encroaching onto the property line, and Mr. Farace indicated that is actually a sand area for gym class and all setbacks will be met for the building. The District representatives stated that the area is a long jump pit.

Chairman Parisi asked for a motion to recommend approval for a Special Use Permit for Community Consolidated District 93/Jay Stream Middle School. Commissioner Meneghini moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

Ayes: 7 Commissioners Christopher, Petella, Meneghini, Tucek, Battisto, Creighton, and Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

This case will go before the Village Board of Trustees on Tuesday, September 3, 2019, at 7:30 PM for formal approval.

The motion was unanimously approved.

Case #19-0020 – JT’s Corner Tap & Eatery – 1022 Fountain View Drive

Amendment to a Special Use for a Restaurant with a Bar Area – Restaurant Expansion

Chairman Parisi swore in Jeremy Truex, JT’s Corner Tap & Eatery, 1022 Fountain View, Carol Stream. Mr. Truex stated that he is the owner of the restaurant, and they have a 2nd location in Lombard (JT’s Porch Saloon & Eatery). They are interested in expanding the restaurant after being in business for a little while, and occupy the unit just north of them which is about 1,400 square feet. Mr. Truex indicated that the space will be used for private parties, and will be a game room with pool tables, dart boards, TVs, and will be connected to their existing space, and will have some additional seating.

Chairman Parisi asked for questions from the audience. There were none.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that JT’s is seeking an Amendment to a Special Use Permit for a restaurant with a bar area to expand into the vacant 1,400 square foot space to the north of them. They are located in the western building of the Fountains at Town Center commercial development, as the end cap unit. The floor plan illustrates pool tables, dart boards, along with some extra seating and storage space, and also shows the connecting hallway with their existing restaurant.

Staff reviewed parking for the expansion at the center overall. Mr. Farace showed an aerial photograph of the Fountains at Town Center on the screens, and gave an overview of parking for the center. While parking requirements are met, Mr. Farace stated that parking counts were conducted over selected Thursday, Friday, and Saturday nights recently just to make sure parking would be adequate, and there were spaces available with customers possibly having to walk from the east parking lot over to the west building if the west parking lot is full. Given the pedestrian-orientation of the Fountains at Town Center, this is how it already functions. Therefore, staff is supportive of the request.

Chairman Parisi asked for questions from the Commission. Commissioners Creighton and Meneghini had no questions. Chairman Parisi also had no questions.

Commissioner Battisto asked about seating in the expansion, and Mr. Truex stated that there will be a drink rail along the back wall of the expansion.

Commissioner Tucek asked the reasoning behind the need to request the Special Use Amendment. Mr. Farace stated that the previous restaurant received a Special Use Permit for a restaurant with a bar area, and this expansion would be amending that floor plan layout.

Commissioner Christopher asked if the video gaming would be moved into the expansion, and Mr. Truex stated that the gaming devices would remain in the main restaurant. Commissioner Christopher asked for clarification on alcohol service in the expansion, and Mr. Truex said that no bar area will be in the expanded area, but customers can consume alcohol in the expanded area. Commissioner Christopher also asked how the layout will work for parties. Mr. Truex stated that they have tabletops made that fit over the pool tables for parties. Commissioner Christopher also asked about access into the space, and it was explained that all access will come through the main entrance to the restaurant, with emergency doors also provided.

Commissioner Petella stated that at one point there was talk of putting a professional building at the north side of the development. Mr. Farace highlighted the area on the screens where a small medical or professional office building could be located, and explained that he’s only spoken to one individual in the past few years who has expressed interest in the site. Parking would be shared, with most of the usage probably occurring during daytime hours.

Chairman Parisi asked for a motion to recommend approval for an Amendment to Special Use Permit for JT's Corner Tap & Eatery. Commissioner Creighton moved and Commissioner Petella seconded the motion.

The results of the roll call vote were:

Ayes: 7 Commissioners Christopher, Petella, Meneghini, Tucek, Battisto, Creighton, and Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 0

This case will go before the Village Board of Trustees on Tuesday, September 3, 2019, at 7:30 PM for formal approval.

The motion was unanimously approved.

PRESENTATION:

NEW BUSINESS:

OLD BUSINESS:

OTHER BUSINESS:

Mr. Farace stated that there will be a meeting on September 9th.

ADJOURNMENT:

At 7:57pm Commissioner Battisto moved and Commissioner Christopher seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Jane Lentino
Community Development Secretary

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

Chairman

Proclaiming September National Preparedness Month

WHEREAS, 'National Preparedness Month' is an annual education and awareness campaign to empower Americans of all walks of life to increase their preparedness capabilities for the host of natural disasters common to their region as well as for acts of terror; and

WHEREAS, in a wide spread disaster, home and business owners are asked to be prepared to be self-sufficient for the first 72 hours while first responders complete their damage assessment and formulate a detailed response plan; and

WHEREAS, home and business owners efforts to increase their preparedness capability has proven successful in reducing disaster-related injuries, fatalities and minimize property damage; and

WHEREAS, the theme of this year's month-long preparedness campaign is '**Prepared Not Scared**' and a number of educational resources are available from the U.S. Department of Homeland Security's preparedness web portal **READY.gov**; and

WHEREAS, the 3 critical preparedness measures that most impact a home owner's preparedness level includes purchasing and stocking a disaster go kit, developing a family emergency plan and purchasing a portable weather radio or downloading a digital application for your smart phone.

NOW THEREFORE BE IT PROCLAIMED THAT I, Mayor Frank Saverino Sr. & the Carol Stream Board of Trustees, DuPage County, Illinois in the exercise of its home rule powers does hereby proclaim September 2019 as

National Preparedness Month

in Carol Stream and encourages all residents and business owners to participate in National Preparedness month by restocking your disaster supply kit and conducting a drill of your home or business emergency plan.

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: August 28, 2019

RE: **Agenda Item for the Village Board Meeting of September 3, 2019**
PC/ZBA Case 19-0014, FIC America Corporation – 485 E. Lies Road, Special Use Permit to Allow for Outdoor Activities and Operations – HVAC Units in the I Industrial District, Front Yard Variation

Greg Fernandez, welding maintenance manager with FIC America Corporation, requests approval of a Special Use Permit for outdoor activities and operations for the installation of HVAC units in the front yard facing Lies Road. Two HVAC units, measuring approximately 10 ½ feet tall and 12 feet wide each, are proposed to be installed to more effectively heat and cool the production and warehouse area. FIC America looked at other possible locations for the HVAC units, such as the rear of the property or the roof of the building, to limit visibility of the units. However, cost and proximity to the warehouse area were factors that made the front of the building the optimal location. Six parking spaces will be removed to accommodate the HVAC units, but the applicant has submitted information illustrating that parking will still be sufficient. In addition, ductwork is proposed along the building wall to connect the HVAC units, and both the units and the ductwork will be screened by a Metalite panel system that will have a Dryvit finish and will be painted to match the building.

A variation is also requested to allow the units in the front of the building. Given that there is limited space elsewhere on the property to place the units that would be suitable from an operational perspective, and that both the units and ductwork will be screened by an architecturally compatible screening mechanism, the encroachment into the front yard should have limited effects on the Lies Road streetscape or surrounding properties.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 23, 2019. At its meeting on August 26, 2019, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Permit and Zoning Variation subject to the conditions in the August 26, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations in the form of the installation of HVAC units, and Zoning Variation to allow a structure to be located in the front yard along Lies Road, for FIC America Corporation, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Greg Fernandez, FIC America Corporation (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: August 28, 2019

RE: **Agenda Item for the Village Board Meeting of September 3, 2019**
PC/ZBA Case 19-0015, 505 E. North, Inc./Hopewell Services, LLC – 505 E. North Avenue, Amendment to a Special Use Permit to Allow for Outdoor Activities and Operations – Van Parking in the I Industrial District

505 E. North, Inc., owner of the subject property, requests approval on behalf of Hopewell Services, LLC for an Amendment to a Special Use Permit for outdoor activities and operations in the form of additional van parking at 505 E. North Avenue. In November 2017, the Village Board adopted Ordinance No. 2017-11-66, which granted approval of a Special Use Permit for van and bus parking in the rear parking area of the property for Hopewell Services, a student transportation company which serves the special needs population for many local school districts. Hopewell Services will be moving into a 5,000 square foot office space in the building, and proposes to park up to an additional 70 vans in the main parking lot.

Since the subject building is approximately 70% vacant, staff had concerns that van parking in the main parking lot may limit overall parking on the property and hinder acquiring office tenants in the building. However, Hopewell's lease agreement stipulates that if the property owner determines that parking areas are becoming crowded, the owner has the right to allocate parking spaces, or in the case of Hopewell, reduce van parking in the main parking lot from 70 spaces down to 40 spaces. Likewise, the Village will monitor parking at the property as additional tenants occupy the building. Staff believes it is important to have a mechanism in place to manage parking once additional tenants lease space in the building, and agrees with the lease stipulation which accommodates additional parking for future office tenants. Furthermore, ownership has agreed to provide landscaping along the North Avenue frontage to screen the vans from the roadway.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 23, 2019. At its meeting on August 26, 2019, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Amendment subject to the conditions in the August 26, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to a Special Use Permit for outdoor activities and operations in the form of van parking for 505 E. North, Inc./Hopewell Services, LLC., subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Charles Mascari, 505 E. North, Inc. (via email)
Will McDermott, Hopewell Services (via email)
Bob McNees, McNees & Associates, LLC (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: August 28, 2019

RE: **Agenda Item for the Village Board Meeting of September 3, 2019**
PC/ZBA Case 19-0019, Community Consolidated School District 93 (Jay Stream Middle School) – 283 El Paso Lane, Special Use Permit for a School

Community Consolidated District 93 requests approval of a Special Use Permit at Jay Stream Middle School to construct an addition of approximately 5,500 square feet on the east side of the building. The proposed addition will house a Science, Technology, Engineering, and Mathematics (STEM) lab, and will meet applicable setback requirements in the R-3 District. Furthermore, the addition's exterior will blend with the existing building in terms of materials and design, and the addition will be located on an existing hard surface area which should have minimal impact on the property from a stormwater runoff perspective.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 23, 2019. At its meeting on August 26, 2019, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Permit subject to the condition in the August 26, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for Community Consolidated District 93 (Jay Stream Middle School), subject to the condition contained within the Ordinance, and adopt the necessary Ordinance.

ec: David H. Hill, Ed. D., Superintendent of Schools (via email)
V.P. Trinh, Arcon Associates (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: August 28, 2019

RE: **Agenda Item for the Village Board Meeting of September 3, 2019**
PC/ZBA Case 19-0020, JT's Corner Tap & Eatery – 1022 Fountain View Drive,
Amendment to a Special Use Permit for a Restaurant with a Bar Area

Jeremy Truex with JT's Corner Tap & Eatery requests approval of an amendment to a Special Use Permit for a restaurant with a bar area to expand into the adjacent tenant space at the Fountains at Town Center. JT's took over for Flip Flop's last year, and an expansion into the adjacent 1,400 square foot tenant space to the north is proposed to house space for pool tables, dart boards, and additional seating and storage space. The applicant indicates that the proposed space will also be rented out as a private event room for parties or fundraising events.

Parking demand was reviewed for the proposed restaurant expansion. While overall parking requirements are met from a Zoning Code perspective, Community Development and Police Department staff completed parking counts on select Thursday, Friday, and Saturday nights over the past several weeks to determine parking adequacy. It was determined that parking areas would provide sufficient parking for the expanded restaurant space, even if it were used for private parties, and should not have a negative impact on surrounding uses or businesses.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 23, 2019. At its meeting on August 26, 2019, by a vote of 7-0, the PC/ZBA recommended approval of the Special Use Amendment subject to the conditions in the August 26, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to a Special Use Permit for JT's Corner Tap & Eatery, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Jeremy Truex, JT's Corner Tap & Eatery (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: August 22, 2019

RE: Recommendation to Award a Contract for Purchase and Delivery of LED Street Lights – City Electric supply

The current budget contains \$50,000 for the purchase of LED streetlights to be installed by in-house crews to replace existing, less energy-efficient fixtures.

Seven (7) vendors drew bid packets and three bids were received¹ and opened on August 22, 2019. Bid results are as follows:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
City Electric Supply	\$40,042.76
All Tech Energy, Inc.	\$48,447.96 ²

City Electric Supply was the successful bidder in the prior year's LED purchase; all of the documents submitted by City Electric Supply have been certified to be in compliance with bid requirements.

Staff has worked with representatives of ComEd's Energy Efficiency Program and received notice that the Village qualifies for a rebate in the amount of \$26,299.70, bringing the net cost of the 300 new fixtures down to \$13,743.06 (an average of \$45.81/unit).

Staff recommends that the Mayor and Board of Trustees approve a Motion awarding a contract to City Electric Supply for the purchase of three-hundred (300) LED street lights in the amount of \$40,042.76.

¹ One of the bids was received via e-mail but was not considered responsive since it was not submitted in accordance with the Bid Notice. It would not have been the low bid.

² There was an error made by All Tech in the extension of a unit price for one of the fixture types, which caused their total bid price to be overstated by \$0.57; the corrected cost would not have changed their bid position.

BID FORM

The Vendor in submitting this bid hereby agrees to comply with all specifications and contract documents attached hereto and at the price bid below:

Item Description	Quantity	Unit Cost	Total
New LED luminaire Autobahn Series ATBX P70 F Mvolt R2 3K Paint: Gray Surge Prot.: Acuity SPD-10kV/5kA (standard) Controls: 3-PIN NEMA photocontrol receptable Package: Standard	68	\$ 157.89	\$ 10736.52
New LED luminaire Autobahn Series ATBX P50 MVolt R2 3K Paint: Gray Surge Prot.: Acuity SPD-10kV/5kA (standard) Controls: 3-PIN NEMA photocontrol receptable Package: Standard	232	\$ 126.32	\$ 29306.24

GRAND TOTAL: 410042.76

Guaranteed Delivery - # of days following notice of award: 3-4 Weeks

Name of Vendor: City Electric Supply

Address: 1519 St Paul Ave
Gurnee IL 60031

Telephone No: 847-693-3600 Date: 8-17-19

Contact Person: Tom Wenzel Date: 8-17-19

Authorized Signature: *[Signature]* Title: Branch Manager

REFERENCES
MUST BE COMPLETED AND RETURNED WITH BID FORM

The bidder shall list two (2) references, including at least one (1) municipality for which the bidder has supplied services in the last twelve (12) months that are similar to the specifications contained herein. References may only be provided for work performed by the firm submitting the bid.

THIS FORM MUST BE FILLED OUT IN ITS ENTIRETY. NO OTHER REFERENCE FORM WILL BE ACCEPTED. BIDDER MAY NOT PROVIDE A SEPARATE REFERENCE SHEET.

Municipality Name Village of Gurnee
Municipality Address 325 N O Plainz Rd Gurnee IL 60031
Contact Name and Phone 847-599-6800 Dave Zirbel
Work Performed Supplied Street Lighting
Beginning and Ending dates of work (month and year): _____

Municipality Name Village of Volo
Municipality Address 500 S Fish Lake Rd Volo IL 60073
Contact Name and Phone Jonathan Meyer 847-740-6982
Work Performed Supplied Street Lighting
Beginning and Ending dates of work (month and year): _____

**VILLAGE OF CAROL STREAM
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

1. Chris Maciak (name) certify that I am employed as the District Manager (title) of City Electric Supply (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Compliance with Freedom of Information Act (FOIA)

The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.



City Electric Supply
Firm Name

By: Chris Macinak City Electric Supply
Name/Title

[Signature]
Signature

SUBSCRIBED AND SWORN to before me this 16 day August, 2019

[Signature]
Notary Public

**Contract (Page One of Two)
Purchase and Delivery of LED Street Lights**

1. This agreement made and entered into this _____ day of _____, 2019, between the Village of Carol Stream, acting by and through its Mayor and Board of Trustees and _____.
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document, attached hereto, _____, agrees with the Village of Carol Stream at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the Village of Carol Stream, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

(Village Seal)

VILLAGE OF CAROL STREAM

Attest:

By: _____
Village Clerk

By: _____
Mayor

IF A CORPORATION

(Corporate Seal)

CORPORATE NAME

Attest:

By: _____
Secretary

By: _____
President

SUBSCRIBED AND SWORN BEFORE ME

This 14th day of August, 2019.

MY COMMISSION EXPIRES: June 10, 2022

Megan C. Dupre
NOTARY PUBLIC



MEGAN C. DUPRE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 10, 2022

CONTRACT - Page Two of Two

IF A PARTNERSHIP

(Seal)

(Seal)

(Seal)

(Seal)

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 2019.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

IF AN INDIVIDUAL

(Seal)

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 2019.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: August 27, 2019
RE: Purchase of AMR's for the AMR Replacement Program

The current budget provides \$362,500 for the purchase of AMR's and related supplies for the AMR Replacement Program, as well as meters and AMR's to support day-to-day replacement of failed equipment.

Attached is a proposal from Midwest Meter (sole source provider of the fully-assembled brand of AMR used in our system) to purchase an additional 800 AMR's in the amount of \$112,800. We also anticipate up to \$200 in shipping costs, but that amount won't be determined until the equipment is ready for shipping. This purchase will exhaust the AMR Program budget for the current fiscal year. Due to an on-going shortage of supplies, delivery time is expected to be as much as twelve weeks.

Staff recommends that the Village Board approve a Motion authorizing the purchase of AMR's from Midwest Meter, Inc., an amount not to exceed \$113,000.00, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(C) of the Carol Stream Code of Ordinances.

Attachment

Midwest Meter, Inc
P.O. Box 318
Edinburg, IL 62531
Phone: 1-800-634-4746
Fax: (217) 623-4216



Quotation

Customer
Name Village of Carol Stream - Mr. Ron Roehn
Address 124 Gerzevske Lane
City Carol Stream State IL ZIP 60188
Phone (630) 871-6264

Misc.
Date 8/26/2019
Terms Net 30
Delivery Various
FOB

Qty	Description	Unit Price	TOTAL
293	M25 Itron 100W+ Transmitter with Badger HRE-8 Dial Encoder	\$141.00	\$ 41,313.00
292	M35 Itron 100W+ Transmitter with Badger HRE-8 Dial Encoder	\$141.00	\$ 41,172.00
210	M70 Itron 100W+ Transmitter with Badger HRE-8 Dial Encoder	\$141.00	\$ 29,610.00
3	M120 Itron 100W+ Transmitter with Badger HRE-8 Dial Encoder	\$141.00	\$ 423.00
2	M170 Itron 100W+ Transmitter with Badger HRE-8 Dial Encoder	\$141.00	\$ 282.00
Total \$			112,800.00

Sales Rep
Name *Tim O'Connor*

*Prices are firm for acceptance within 30-days, and an order placed within that time period will indicate acceptance.
Prices and specifications are subject to change without notice unless specifically stated in this quotation.*

Thank you for your business!

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joe Carey, Assistant Village Manager
DATE: August 26, 2019
RE: Vacant Lots – Surrey Drive

Earlier this year, the Village Board authorized the listing of two vacant lots with local realtor Rick Fisher of RE/MAX Action for a 6-month term. This agreement is set to expire on August 31, 2019

Staff recommends modifying the existing listing to extend the termination date an additional 6 months. The modification with Rick Fisher of RE/MAX Action for each property would extend from August 31, 2019 to February 29, 2020. Sale of either property will require Village Board approval and will be brought before you at that time.



MAINSTREET ORGANIZATION OF REALTORS®
LISTING MODIFICATION FORM



1 Relevant to Exclusive Marketing Agreement (“Agreement”) dated August 17, 2019 by and between:
2 Village of Carol Stream (Seller/Landlord)
3 and Remax Action (Brokerage)
4 for property located at Surrey Drive - North Parcel Carol Stream IL 60188 (“Property”),
5 it is hereby agreed as follows (complete all that apply):
6

7 1. **PRICE CHANGE:** The listed price for a sale shall be changed from \$ _____ to
8 \$ _____ and the listed price for a rental shall be changed from \$ _____ to
9 \$ _____. Effective Date: _____, 20____.

10 2. **MODIFICATION OF LISTING TERM:** The expiration date of the Agreement shall be modified as follows:
11 August 31, 2019 to February 29, 2020
12 (Current Expiration Date) (New Expiration Date)

13 3. **TEMPORARILY OFF MARKET:** From _____, 20____ to _____, 20____,
14 unless otherwise notified by Seller.

15 4. **OTHER:** Other provisions of the Agreement are modified as follows:
16
17
18
19
20
21
22
23
24
25

26 All terms of Exclusive Marketing Agreement shall remain unchanged and in full force and effect, except as amended herein.

27
28 _____
29 Managing Broker (Print)

30
31 _____
32 Managing Broker (Signature)

33
34 _____
35 Date

DocuSigned by:

Richard Fisher

36
37 _____
38 Designated Agent (Signature)

8/17/2019

39
40 _____
41 Date



MAINSTREET ORGANIZATION OF REALTORS®
LISTING MODIFICATION FORM



1 Relevant to Exclusive Marketing Agreement ("Agreement") dated August 17, 2019 by and between:
2 Village of Carol Stream (Seller/Landlord)
3 and Remax Action (Brokerage)
4 for property located at Surrey Drive - South Parcel Carol Stream IL 60188 ("Property"),
5 it is hereby agreed as follows (complete all that apply):

6
7 1. **PRICE CHANGE:** The listed price for a sale shall be changed from \$ _____ to
8 \$ _____ and the listed price for a rental shall be changed from \$ _____ to
9 \$ _____. Effective Date: _____, 20____.

10
11 2. **MODIFICATION OF LISTING TERM:** The expiration date of the Agreement shall be modified as follows:
12 August 31, 2019 to February 29, 2020
13 (Current Expiration Date) (New Expiration Date)

14
15 3. **TEMPORARILY OFF MARKET:** From _____, 20____ to _____, 20____,
16 unless otherwise notified by Seller.

17
18 4. **OTHER:** Other provisions of the Agreement are modified as follows:
19 _____
20 _____
21 _____
22 _____
23 _____
24 _____
25 _____

26 All terms of Exclusive Marketing Agreement shall remain unchanged and in full force and effect, except as amended herein.

27
28 _____
29 Managing Broker (Print)

Seller (Signature)

30
31 _____
32 Managing Broker (Signature)

Seller (Signature)


33
34 _____
35 Date

Date

36
37 _____
38 Designated Agent (Signature) 0489...
39 Richard Fisher
40 8/17/2019

41 _____
Date

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: August 27, 2019
RE: 2019 Pavement Marking Project – Change Order No. 1, Final
Payment and Acceptance

In August, the Village Board awarded the referenced project to Superior Road Striping, Inc. in the amount of \$30,447.23.

The final field measured quantities bring the contract to \$31,291.22 which is \$843.99 (2.8%) over the contract amount. Overages are due to variations between estimated and final quantities as well as adding markings as needed adjacent to planned work. Ample funds exist to pay for this overage as \$40,000.00 was budgeted for this project.

Staff therefore recommends approval of Changer Order No. 1 and final payment to Superior Road Striping Inc. in the amount of \$31,291.22 and acceptance of the 2019 Pavement Marking Project.

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

CHANGE ORDER NO. 1

PROJECT: 2019 Pavement Marking Project

DATE OF ISSUANCE: 8/21/2019

OWNER: Village of Carol Stream

CONTRACTOR: Superior Road Striping, Inc.

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

Description: Pavement Marking Services

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

Attachments: Pay
Estimate
No. 1 – Final

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price:	\$ 30,447.23	Original Contract Time:	4/30/2020
Previous Change Orders:	\$ 0	Change from previous Change Orders:	None
Current Contract Price:	\$ 30,447.23	Current Contract Time:	4/30/2020
Net increase/(decrease) of this Change Order:	\$ 843.99	Net increase of this Change Order:	
Contract Price with this Change Order:	\$ 31,291.22	Contract Time with this Change Order:	4/30/2020

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

RECOMMENDED:
Engineering Services Dept.

APPROVED:
Village of Carol Stream

ACCEPTED:

By: 

William Cleveland
Acting Village Engineer

By: _____


Bob Mellor
Village Manager

By: 

Superior Road Striping, Inc.

Village Of Carol Stream

Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: August 28, 2019
RE: **Award of Contract - 2019 Drainage Improvements Project Contract**

On August 27th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Landmark Contractors, Huntley IL	\$ 156,961.00
Scanlon Excavating and Concrete, Kankakee IL	\$ 172,343.00
Engineer's Estimate	\$ 200,206.00

The low bid received was under the budget of \$225,000.00 and under the Engineer's Estimate of \$200,206.00 by \$43,245.00 (21%).

References spoke very highly of Landmark's previous work. Staff therefore recommends award of the contract to Landmark Contractors Inc. at the bid unit prices submitted.

Attachments (Bid Tabs)

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

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

THRU: Bill Cleveland, Acting Director of Engineering Services *BC*

FROM: Greg Ulreich, Stormwater Administrator *GRU*

DATE: August 27, 2019

RE: Kehoe Boulevard Stream Bank Stabilization Project – Section I
Award of Contract for Professional Engineering Services for Construction Documents and Grant Application Assistance

In 2016 Engineering requested statements of qualifications from 11, highly-qualified, professional engineering consultants. Of the 8 received, staff selected Bollinger, Lach & Associates, Inc. (BLA) as the most qualified firm utilizing the procedures of the Qualifications Based Selection (QBS) process. Hey & Associates (HEY) and Engineering Resource Associates (ERA) tied for second-place. QBS procedures are used for professional services rather than through a low bid process.

As part of their scope of services, BLA performed a topographic survey and created a concept plan for stabilizing the streambank between Gerzevske Lane and Gary Avenue. At the direction of staff, the concept plan sought to maximize the potential for obtaining grant funding from the Illinois Environmental Protection Agency's (IEPA) 319(h) program. However, despite staff concerns, the final deliverable relied heavily on an innovative product without providing sufficient documentation to support its long-term efficacy for the proposed application. The scope of services also included a document summarizing the pros/cons of other concepts, but despite staff reviews and comments, was lacking in sufficient detail to support a decision. In addition, it was also determined that the likelihood of obtaining IEPA 319(h) funding was low. Staff met with BLA, who agreed to reduce the scope of work and billing according to our concerns. Staff also informed BLA that their services would not be sought for Phase II - Design, to which they had no objection.

Since ERA was already doing the concept design for Klein Creek Streambank Stabilization – Section I, staff met with HEY to obtain a third opinion. Engineering's concerns with the Phase I results were discussed and staff became comfortable with the approach that HEY proposed. A request for proposal was sent to HEY on July 18, 2019 to stabilize only the most critical stretch (e.g. frontage along 180 Kehoe Boulevard; see photos below) using the most cost-effective method to satisfy the requirements of the applicable permits. HEY will provide contract documents for bid, obtain the required permits, and will also assist with the application for grant funding from DuPage County's Water Quality Improvement Program (25% of construction costs).



2014 – 180 Kehoe Blvd.



2018 – 180 Kehoe Blvd.

Staff recommends the contract for professional engineering services for preparation of contract documents and grant application assistance for the Kehoe Boulevard Stream Bank Restoration Project – Section I be awarded to Hey & Associates, Inc. in the amount not to exceed \$46,800 on a Time and Materials basis. The FY19/20 Capital Improvement Program budgeted \$47,000 for this contract and \$285,000 in FY20/21 for construction and construction administration.

cc Phil Modaff, Director of Public Works
Jon Batek, Director of Finance
Adam Frederick, Civil Engineer II

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

MILWAUKEE, WISCONSIN

8755 W HIGGINS RD, SUITE 835

CHICAGO, ILLINOIS 60631

PHONE (773) 693-9200

FAX (847) 740-2888

VOLO, ILLINOIS

August 26, 2019

Gregory Ulreich, PE, CFM
Stormwater Administrator
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Re: Kehoe Boulevard Streambank Stabilization – Section I/Phase II Design
Carol Stream, IL

Dear Mr. Ulreich:

Thank you for the opportunity to provide a proposal for Kehoe Boulevard Streambank Stabilization – Section I/Phase II Design.

Hey and Associates, Inc. (Hey) is pleased to submit this proposal to prepare plans, specifications, permit applications, and a WQIP grant application for Kehoe Boulevard Streambank Stabilization – Section I/Phase II Design.

Task 1. Data Collection

Data collection will include site reconnaissance, utility location coordination, JULIE design stage ticket, existing plans on file from the Village, modeling coordination. We will obtain and review hydrologic/hydraulic models for use for design and permitting. It is anticipated that the previously completed FEQ model will be used as the basis for this project.

Task 2. Survey

Survey will include approximately 600 feet of topographic, boundary, and stream survey, with 6 cross sections to identify critical sections and assist with concept development. Survey will extend from the building on the south side of Kehoe to the north side of Kehoe including low openings of the buildings. Survey will include drainage structure information to be included in the modeling and plans. It is anticipated that one (1) plat of easement will be prepared (Village to provide easement template). It is assumed that the Village will be responsible for obtaining all the easements and coordinating with adjacent property owners. The Village is attempting to recover the previously completed survey and if available, we will attempt to use it to the extent practicable. Concept plan development will utilize the previously completed topographic surface for evaluation and final plans will either utilize new survey or if fully available and acceptable, the previously completed survey.

Task 3. CCDD Testing

We will utilize a subconsultant to conduct testing. They have obtained a "Potential Impacted Property" (PIP) evaluation of the area near the proposed improvements and additional testing is recommended for form LPC-663. PID testing will be conducted on the soil samples in general compliance with the IEPA CCDD requirements. Laboratory testing will be at the discretion of the environmental professional based on knowledge of the location of the borings. It is anticipated to do 2 lab tests. An LPC-663 Certification will be provided as applicable.

LPC 662 Testing Scope	LPC 663 Testing Scope
<ul style="list-style-type: none">• PIP Evaluation (Historical & Regulatory)• Soil Analytical Tests:<ul style="list-style-type: none">◦ pH• P.E. Certification (LPC #662)	<ul style="list-style-type: none">• PIP Evaluation (Historical & Regulatory)• Soil Analytical Tests (2, estimate):<ul style="list-style-type: none">◦ Volatile Organic Compounds (VOCs), Polynuclear Aromatic Hydrocarbons (PNAs), Resource Conservation Recovery Act (RCRA) Metals, pH◦ TCLP / SPLP RCRA Metal (only if necessary)• P.E. / P.G. Review & Certification (LPC #663)

If the analytical testing indicates the soils are contaminated, additional testing and an additional disposal source may be necessary (Composite Non-Hazardous Non-Special Waste Analytical for landfill disposal if necessary). This would be covered under a separate proposal. It is our understanding that depending on the quantity of material and type of contamination, the Village may have the ability to handle the disposal.

Task 4. Soil Borings / Geotechnical Testing

Depending on the concept design, a geotechnical analysis may be necessary to confirm design requirements for any structural stabilization. This might apply if we are investigating using a buried gabion or similar for the toe of the slope for areas where there may be additional slope or other issues.

We will utilize a subconsultant to obtain up to two soil borings to a depth of 20-feet. The subconsultant will prepare a geotechnical engineering report for use in the design that will include:

- Soil sampling at 2 ½-foot intervals to a depth of 15 feet and 5-foot intervals after
- Soil classification on the auger flights
- Borings will be backfilled with soil cuttings and capped with similar existing material
- Laboratory testing (approximately 17 natural moisture content and 2 organic content tests)

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. Our subconsultant will attempt to minimize such damage, but no restoration other than backfilling the soil test borings is included.

It should be noted that over time, some settlement may occur in the bore hole. If we are requested to return to the site for the purpose of filling any bore holes that may have settled, additional time and material charges may apply.

Task 5. Hydraulic Analysis

An FEQ watershed plan model exists for Thunderbird Creek within the project limits, to be provided to Hey by the Village. Work was previously completed to analyze proposed improvements. Hey will evaluate and re-run these models to obtain the necessary information for design and permitting. No additional model updates are anticipated at this time.

Proposed work will occur within the floodplain for Thunderbird Creek (Klein Creek Tributary No. 2). The 2019 effective DFIRM (Panel 17043C0061J) shows the project area within a Zone A 100-year floodplain. In accordance with the DuPage County Stormwater and Flood Plain Ordinance, any fill within the floodplain will require compensatory storage at 1.5 times the volume of floodplain storage displaced. Any volume displaced between the 0 to 10-year flood levels shall be compensated between the 0 to 10-year flood levels and any volume displaced between the 10 to 100-year flood levels shall be compensated between the 10 to 100-year flood levels. A minimum ratio of 1:1 can be provided within the 0 to 10-year and 10 to 100-year with the remaining 0.5:1 to be provided at any elevation below the BFE.

Task 6. Engineering Design, Plans, Specifications and Cost Estimates Preparation

We will prepare up to three (3) concept plans, pre-final design plans, and final design plans for the streambank stabilization preferred alternative. We will consider safety, sight line distance, mowing, and other maintenance task when developing the concepts and design plans.

Engineering plans will be prepared using AutoCAD Civil 3D 2016 or later and are expected to consist of the following sheets:

- ◆ Cover Sheet
- ◆ Notes and Legend
- ◆ Existing Conditions
- ◆ Demolition Plan
- ◆ Grading and Drainage Plan and Profile
- ◆ Soil Erosion and Sediment Control Plan
- ◆ Details

Based on the engineering plans, Hey will provide a summary of quantities and a cost opinion for both the pre-final and final milestones. Details relevant to construction will be included in the plans. A

specifications manual will be included with the final plan set. We assume no structural engineering stamp and signature will be required for the streambank stabilization improvements.

It is assumed that the Village will prepare and provide the necessary front-end bid documents (e.g. advertisement, instructions to bidders, bid form, insurance and bonding requirements, general conditions, agreement, etc.). Hey will develop special provisions for construction work. It is assumed that special provisions will typically reference IDOT Standard Specifications for Road and Bridge Construction (latest edition) to the extent practicable. It is assumed that special provisions will not require measurement for payment and that the contract will be paid out on a lump sum basis based on construction contract line items.

Quantities and opinions of probable cost will be computed based on the final design plans and recent bid tabs from IDOT and other Village (or other municipal) projects. It is assumed that the contract will be a lump sum for specific construction line items.

Hey will also provide bid administration support. We have included up to 20 hours in our budget for responding to RFIs and making site visits as requested.

Electronic PDF versions of the project plans and specifications will be provided to the Village for Concept, Pre-Final and Final plans. It is assumed that the Village will handle requests for bid documents from contractors. No printing of plan sets and specifications is included.

Task 7. Permitting

Hey and Associates, Inc. will prepare required permit submittal documents and support for the streambank stabilization. Permit documents will be submitted to the respective regulatory agencies and will communicate with the Village of Carol Stream as necessary to discuss review letters from the regulatory agencies. Revisions will be made to the appropriate permit documents and will be resubmitted to the respective agencies. Permits and coordination will be needed from the following:

- ◆ U.S. Army Corps of Engineers Section 404 Permitting
 - DuPage County Wetland Boundary Confirmation
 - IDNR Endangered Species Clearance (EcoCAT)
 - U.S. Fish and Wildlife Threatened and Endangered Species Clearance
 - IEPA 401 Water Quality Certification
 - Kane DuPage Soil and Water Conservation District
 - Illinois Historic Preservation Agency Clearance
- ◆ DuPage County Stormwater Management – It is anticipated that this project would qualify for a General Certification Pertaining to the Construction of Shoreline or Stream Bank Stabilization Measures. The project will be submitted for permitting as required by this GC.

- ◆ Illinois Department of Natural Resources – Office of Water Resources (IDNR-OWR) for activities within the floodplain and floodway (Delegated to DuPage but application to still be submitted to IDNR-OWR)

We anticipate using the previously completed wetland delineation report while preparing update for the floristic quality assessment in the current project area.

We will have the wetland boundaries re-staked for the boundary concurrence.

The report will include updates as noted and an updated PDF will be prepared using the previously completed wetland report. We will provide a pdf of the final report to you for your use.

Also, please note that if the fieldwork for the wetland delineation occurs outside the normal growing season (approximately May 1 to October 1), USACE may possibly require the collection of additional data during the growing season. Supplemental data collection requiring additional fieldwork would need to be billed on a time and materials basis according to our standard rates.

A jurisdictional determination is typically recommended but per discussions with the Village, we will assume it is jurisdictional. It is anticipated to confirm and restake boundaries on the same day as having a boundary concurrence with DuPage County. We will prepare and submit correspondence requesting a boundary concurrence to DuPage County Stormwater Management (DCSM) and attend one field meeting with DCSM staff. DCSM will require a \$300 review fee to be provided by the Village of Carol Stream.

We will prepare and submit a Regional Permit 10 (Bank Stabilization) application and supporting documentation to the USACE. An RP 10 is limited to 500 linear feet of bank stabilization. However, we anticipate designing the solution under the bio-engineering treatment, which has unlimited length. If an individual permit is required, we anticipate submitting a separate proposal for additional permitting tasks.

We will attend a pre-application meeting with DCSM staff. We will prepare the necessary the documentation assuming a submittal for a General Certification Pertaining to the Construction of Shoreline or Stream Bank Stabilization Measures. We will coordinate with the Illinois Department of Natural Resources regarding biological resources and prepare a federal species assessment memo. Also, we will provide management and monitoring plans for buffer impacts. We will attend up to one additional project meetings, participate in conference calls, and provide standard coordination services.

It is assumed that any and all permitting application fees will be paid for by the Village of Carol Stream.

Task 8. DuPage County Water Quality Improvement Program Grant Application

It is assumed that the Village will lead the development of the DuPage County Water Quality Improvement Program Grant (WQIP). They will provide additional assistance as requested including exhibits, costs, calculations, and plan sheets. It is assumed that the application will be completed for the January 2020 due date.

Task 9. Project Management, Meetings and QA/QC

Project coordination with the Village Staff will occur over the course of the project. They anticipate attending the following meetings during the course of the project: Project kickoff meeting

- Concept Design Review Meeting
- Pre-Final plans review meeting
- Bid set review meeting

They will prepare monthly invoices and summary of tasks to date.

In-house quality assurance reviews will take place in accordance with various milestones and deliverables.

Task 10. Phase III Construction Services

A separate proposal for Phase II construction services can be provided after design plans have been completed. If soil erosion and sediment control inspection compliance assistance including post rain event monitoring is needed, we can provide a separate proposal for that work.

Fees and Reimbursable Expenses

The proposed methods of payment for the proposed professional services will be on a Time and Materials Basis (T&M). Any mutually agreed supplemental work would be in addition to the above amount or by separate proposal. The proposed time and materials consulting fee is \$55,615. This includes \$12,700 allocated to subconsultants for survey, geotechnical and environmental services. A breakdown of the costs for each task is show below.

Task	Fee (T&M)
Task 1: Data Collection	\$1,120
Task 2: Survey	\$6,000
Task 3: CCDD Testing	\$2,600
Task 4: Soil Borings / Geotechnical Report	\$4,500
Task 5: Hydraulic Analysis	\$1,355
Task 6: Engineering Design and Plan Preparation	\$19,205
Task 7: Permitting	\$6,770
Task 8: DuPage WQ Grant Application	\$1,990

Task 9: PM & QAQC	\$3,260
Total	\$46,800

Reimbursable expenses shall be included in the fees noted above and include, but are not necessarily limited to reproductions, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project.

Should you have any questions, please contact the project manager, Patrick Lach at our Chicago office (773-693-9200).

Fley and Associates, Inc.

Village of Carol Stream, Illinois
 Kehoe Boulevard Streambank Stabilization - Section 1 / Phase II Design
 Proposal No. 19-0261

Phase	Description	Hey and Associates, Inc.									Total Hours	Labor	Direct Costs	Subconsultant - CWA	Subconsultant - Rubino	Totals
		Project Manager Lach \$170	QA/QC Wickenkamp \$195	Sr. Landscape Architect Pollowy \$165	Civil Engineer V Culcasi \$145	Civil Engineer IV Runger \$135	Civil Engineer II Solner \$120	Env. Serv. Mgr. Rauch \$140	Sr. Project Scientist Mengler \$130	CAD Manager Rogers \$100						
1	Data Collection															
	Site Visit	2									2	\$ 340				\$ 340
	JULIE Design Locate									2	\$ 240					\$ 240
	HH Model Coordination					4					4	\$ 540				\$ 540
2	Site Survey															
	Topo & Boundary Survey										8	\$ 800	\$ 4,800			\$ 5,600
	Easement Plats (assume 1)										0	\$ -	\$ 400			\$ 400
3	CCDD Testing															
	CCDD 663 Lab (2 samples)										0	\$ -		\$ 1,100		\$ 1,100
	CCDD 663 Report										0	\$ -		\$ 1,500		\$ 1,500
4	Soil Borings / Geotech. Report															
	Boring Layout / Utility / PM										0	\$ -		\$ 500		\$ 500
	Drill Rig Mobilization										0	\$ -		\$ 550		\$ 550
	Drilling (~60 LF)										0	\$ -		\$ 1,800		\$ 1,800
	Geotechnical Lab Tests										0	\$ -		\$ 150		\$ 150
	Geotechnical Report										0	\$ -		\$ 1,500		\$ 1,500
5	Hydraulic Analysis															
	Re-Run models and tabulate results	1				3					4	\$ 575				\$ 575
	Comp - Storage					4	2				6	\$ 780				\$ 780
6	Design, Plans, Specs, Costs															
	Develop 3 Concepts	3		3	3			12			21	\$ 2,880				\$ 2,880
	Preliminary Plan Set Prep	1		1	2			25		8	37	\$ 4,425				\$ 4,425
	Preliminary Cost Opinion				2			10			12	\$ 1,490				\$ 1,490
	Final Plan Set Prep	1			6			20			27	\$ 3,440				\$ 3,440
	Specs	1		1	10					8	20	\$ 2,585				\$ 2,585
	Final Cost Opinion				8						8	\$ 1,160				\$ 1,160
	Permit Revisions			1	4						5	\$ 745				\$ 745
	Respond to Bidder Questions				4			12			16	\$ 2,020				\$ 2,020
	Bid Review	1			2						3	\$ 460				\$ 460
7	Permitting															
	Wetland Report Updates							1	6		7	\$ 920				\$ 920
	Request for Boundary Concurrence								4		4	\$ 520				\$ 520
	Federal T&E/station bio/cultural resources							3	12		15	\$ 1,980				\$ 1,980
	KDSWCD					4					4	\$ 540				\$ 540
	IDNR-OWR					2					2	\$ 270				\$ 270
	DuPage Stormwater GC	4				12	2				18	\$ 2,540				\$ 2,540
8	DuPage Water Quality Grant															
	Grant Application Prep	2		2		8	2				14	\$ 1,990				\$ 1,990
9	PM & QAQC															
	PM & QAQC	2	4								6	\$ 1,120				\$ 1,120
	Meetings	12									12	\$ 2,040	\$ 100			\$ 2,140
	Totals:	30	4	8	41	37	87	4	22	24	257	\$ 34,488	\$ 100	\$ 5,200	\$ 7,100	\$ 46,888

Compensation

Profession

Principal

Hourly Bill Rate

\$195-205

Engineering

Senior Civil Engineer

\$170

Civil Engineer I to V

\$105-145

Engineering Designer

\$150

Water Resources Specialist I to IV

\$95-125

Engineering Technician I to II

\$95-110

Ecological Services

Senior Project Scientist

\$160

Environmental Services Manager

\$140

Environmental Scientist I to V

\$90-130

Environmental Intern

\$45

Landscape Architecture

Senior Landscape Architect

\$165

Landscape Architect I to V

\$105-145

Landscape Designer

\$100

Erosion Control

Senior Erosion and Sediment Control Specialist

\$165

Erosion and Sediment Control Specialist

\$90

Subsurface Drainage Services

Subsurface Drainage Services Manager

\$120

Design Support

CAD Manager

\$100

CAD Technician

\$95

GIS Specialist

\$85

Administration

Senior Administrator

\$110

Accounting/Marketing Administrator

\$70

Administrative Assistant

\$65

Expert Testimony

Rates to be determined on per-project basis

Reimbursable Expense

Reimbursable expenses shall be reimbursed at cost plus an 8% administrative service charge. Such expenses shall include, but are not necessarily limited to travel, reproduction, shipping/delivery, aerial photographs, phone and other communication charges, consultants and subcontractor fees, equipment and supply costs related to the execution of the project. Fixed reimbursable expense costs are as follows:

Travel	\$.65/mile
Copies	\$.20/page
Software/Digital Resource Charge	\$100.00/project
ATV Usage	\$ 40.00/hour
ATV Discing, Herbicide, Spraying, Mowing	\$ 45.00/hour
Boat Usage	\$ 75.00/hour
Chain Saw Usage	\$ 20.00/hour
Additional Plotting, B & W	\$.90/sq. ft.
Additional Plotting, Color	\$ 2.75/sq. ft.
Additional Plotting, Mylar	\$ 4.50/sq. ft.
Flow Meter	\$ 50.00/day
GPS Rover	\$350.00/day
Total Station	\$100.00/day
Unmanned Aerial Reconnaissance	Per Project

Insurance

Throughout the duration of the project, Hey will procure and maintain the following insurance:

Liability	Limits of Liability
Workers' Compensation and Employer's Liability	\$ 500,000 each incident
Commercial General Liability	\$ 2,000,000
Professional Liability	\$ 2,000,000
Automobile Liability	\$ 1,000,000

Within the limits of this insurance, Hey agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of employees, agents, or subcontractors of Hey.

Client will limit any and all liability, claim for damages, losses, cost of defense, or expenses to be levied against Hey on account of any design defect, error, omission, or professional negligence to a sum not to exceed the amount of Hey's fee under this agreement. Should the Client require other types of insurance coverage, limits in excess of the above limits, and/or certificates naming any other(s) than the Client as additional insured parties, Hey's cost of obtaining such coverage, limits, or certificates shall be reimbursable by the Client.

ORDINANCE NO. 2019-___-___

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR OUTDOOR ACTIVITIES AND OPERATIONS (HVAC UNITS) IN THE I INDUSTRIAL ZONING DISTRICT AND FRONT YARD VARIATION (FIC AMERICA CORPORATION, 485 E. LIES ROAD)

WHEREAS, Greg Fernandez, on behalf of FIC America, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for outdoor activities and operations in the form of the installation of HVAC units in the I Industrial District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and a Variation to allow a structure to be located in the front yard along Lies Road, as provided in Section 16-10-2 (E)(4) of the Carol Stream Code of Ordinances, on the property legally described in Section 3 herein and commonly known as 485 E. Lies Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Sections 16-15-6 and 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on August 26, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit and Variation be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit and the Variation 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 of Carol Stream, after examining the Petition for a Special Use Permit for outdoor activities and operations, 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. *FIC America requires the additional HVAC units to enable continuous productivity at the facility.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed units will be located over 130 feet away from Lies Road and will be effectively screened, and should not be 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. *Other industrial properties have received Special Use approval for outdoor activities and operations for silos, tanks, or other types of outdoor pieces of equipment, with no apparent injury to the use or enjoyment*

of properties in the immediate vicinity, or diminution or impairment to 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. *Most of the surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The equipment will conform to all applicable codes and requirements.*

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Variation to allow a structure to be located in the front yard along Mercedes Drive, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variation:

1. That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *The proposed HVAC units are needed to heat and cool the warehouse space of the business, and will be shielded with an architecturally compatible screen so as to limit the visual impact of the units and ductwork from Lies Road. The encroachment into the front yard along Lies Road will be diminished with the inclusion of the screening.*
2. The plight of the owner is due to unique circumstances. *While there are no unique circumstances for the subject property, placement of the HVAC units at other locations around the property or on the roof of the building would bring both structural and financial hardships for the project. The screened units in the front yard should have minimal impacts on adjacent properties and will aid in business operations for FIC America.*
3. The variation, if granted, will not alter the essential character of the locality. *The proposed HVAC units will still maintain over a 130-foot distance from the Lies Road right-of-way, and should not alter the essential character of the surrounding industrial area.*
4. That the plight of the owner is due to the failure of a previous owner of the property in question to follow then-applicable ordinances or regulations, and where the benefit to health, safety or appearance to be derived from correcting the nonconformity would not justify the cost or difficulty of the correction. The

evidence must show that the current owner had no role in the creation of the nonconformity. *This criterion is not applicable.*

5. That the particular physical surroundings, shape, or topographical conditions of the specific property involved bring a particular hardship upon the owner as distinguished from a mere inconvenience. *The physical surroundings, shape and topographical condition of the property do not necessarily bring about a particular hardship, but the front of the building is a feasible location for the installation of the HVAC units and ductwork, and the screening will reduce visual impacts along Lies Road.*

The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same district. *Generally speaking, equipment such as the proposed HVAC units would be placed in the rear of a building located in the Industrial District. The proposed units and associated ductwork will be properly concealed with an architecturally compatible screening mechanism along the front of the building given the lack of other suitable locations around the building or on the building's rooftop.*

6. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located. *If granted, the variation will not be detrimental to the public welfare or injurious to surrounding property owners.*

SECTION 3:

The Special Use Permit and Variation, as set forth in the above recitals, are hereby approved and granted to FIC America Corporation, subject to the conditions set forth in Section 4, upon the real estate commonly known as 485 E. Lies Road, Carol Stream, Illinois, and legally described as follows:

LOTS 1 THROUGH 14 (BOTH INCLUSIVE) IN THE CAROL POINT BUSINESS CENTER, BEING A SUBDIVISION OF PARTS OF THE SOUTHEAST QUARTER OF SECTION 20, AND NORTHEAST QUARTER OF SECTION 29, AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 4:

The approval of the Special Use Permit and Variation granted in Sections 1 and 2 herein are subject to the following conditions:

1. That the screening for the HVAC units match the color, reveal pattern and color bands found on the precast concrete on the FIC America building;
2. That bollards or another form of protective barrier be installed along the front of the screen wall to protect it from potential damage from automobiles and trucks,

with an additional barrier installed at the bottom of the screen wall to limit access underneath the screening;

3. That the lower portion of the screen wall that will screen the HVAC units shall contain a base coat reinforced with mesh to provide a stronger wall material as stipulated in the submitted cut sheet for the panel system;
4. That in the event that the use of the HVAC units is discontinued by the business, the property owner shall, within ninety (90) days, dismantle and remove the units and all components associated with the units and restore the property to its original condition; and
5. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

The Special Use Permit and Variation are hereby approved and granted as set forth in the following plans and exhibits:

1. Site Plan denoting equipment location (Exhibit A, received July 29, 2019).
2. Equipment Details (Exhibits B-1, B-2, B-3, and B-4, received July 29, 2019).

SECTION 6:

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 all of 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 7:

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 3rd DAY OF SEPTEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

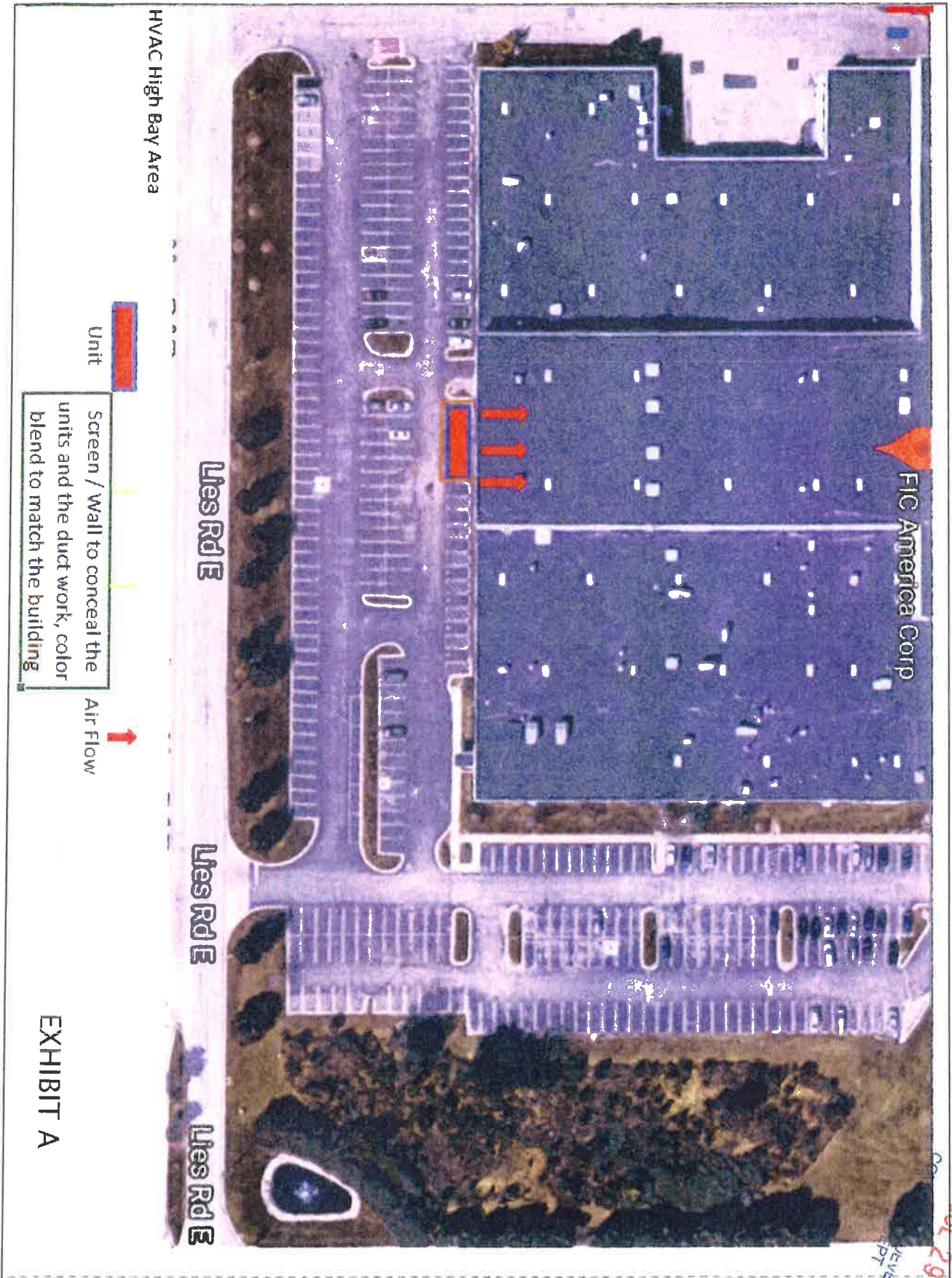
ATTEST:

Laura Czarnecki, Village Clerk

I, Greg Fernandez, being the owner and/or party in interest of the Subject 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. FIC America Corporation further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest



RECEIVED
JUL 29 2019
LEVEL OFFICIAL

FOR CONCEPT ONLY

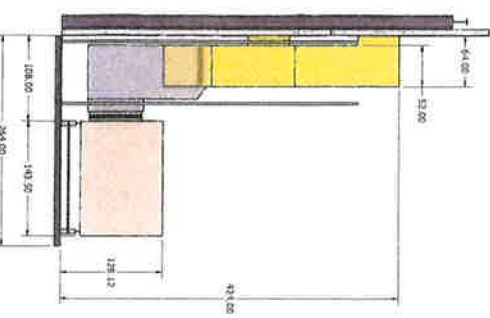
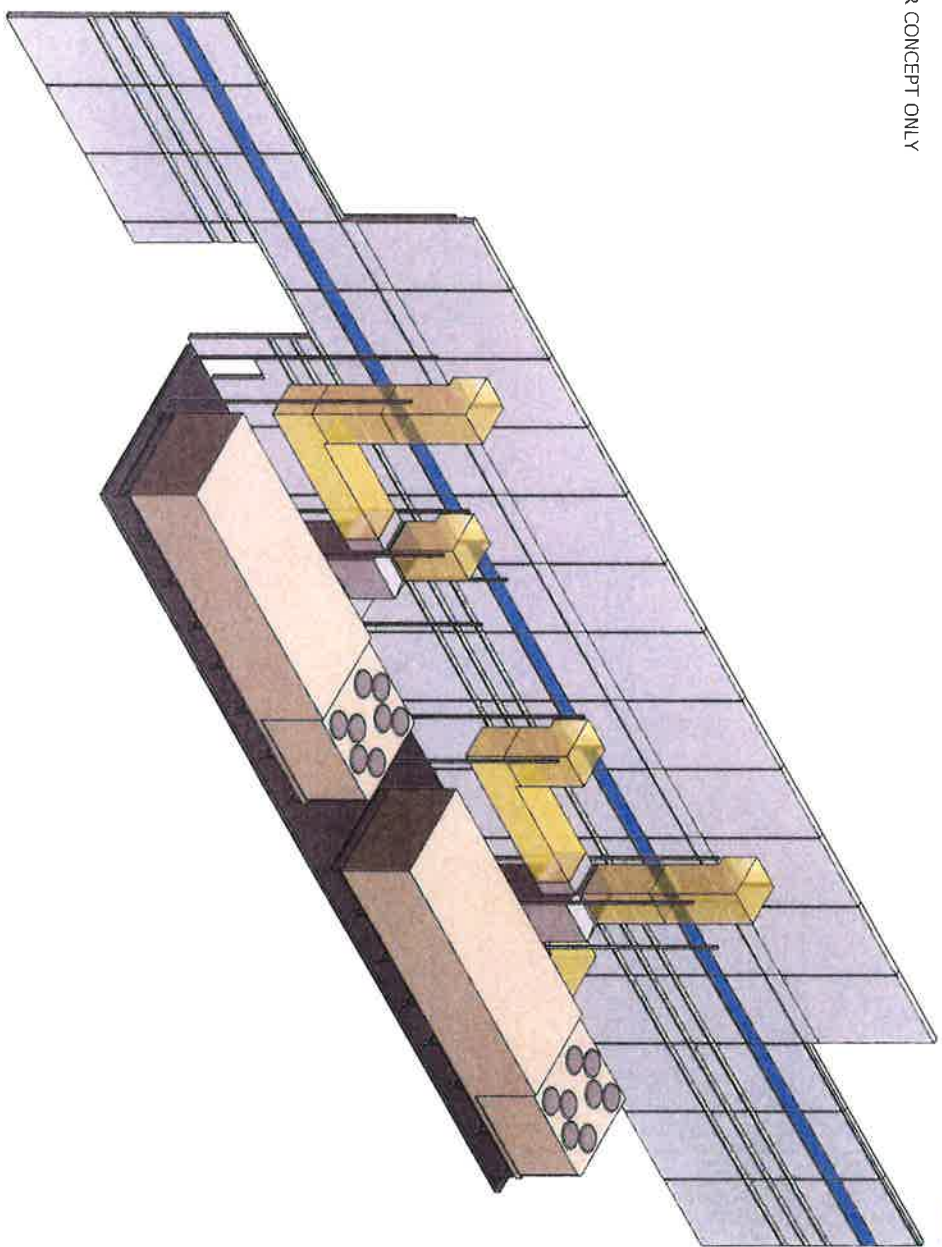


EXHIBIT B-1

DATE	7/22/2019	PROJECT	ROBOVENT Solutions Group
DESIGNED BY		TITLE	FUTABA V2 7.22.19
CHECKED BY		DATE	1/7/21
DATE		SCALE	AS SHOWN
APPROVED BY		PROJECT NO.	AC Ref Assembly - V2
		DATE	1/7/21
		SCALE	AS SHOWN

RECEIVED
JUL 29 2019
COMMUNITY DEVELOPMENT
DEPT

RECEIVED
JUL 29 2019
COMMUNITY DEVELOPMENT
DEPT

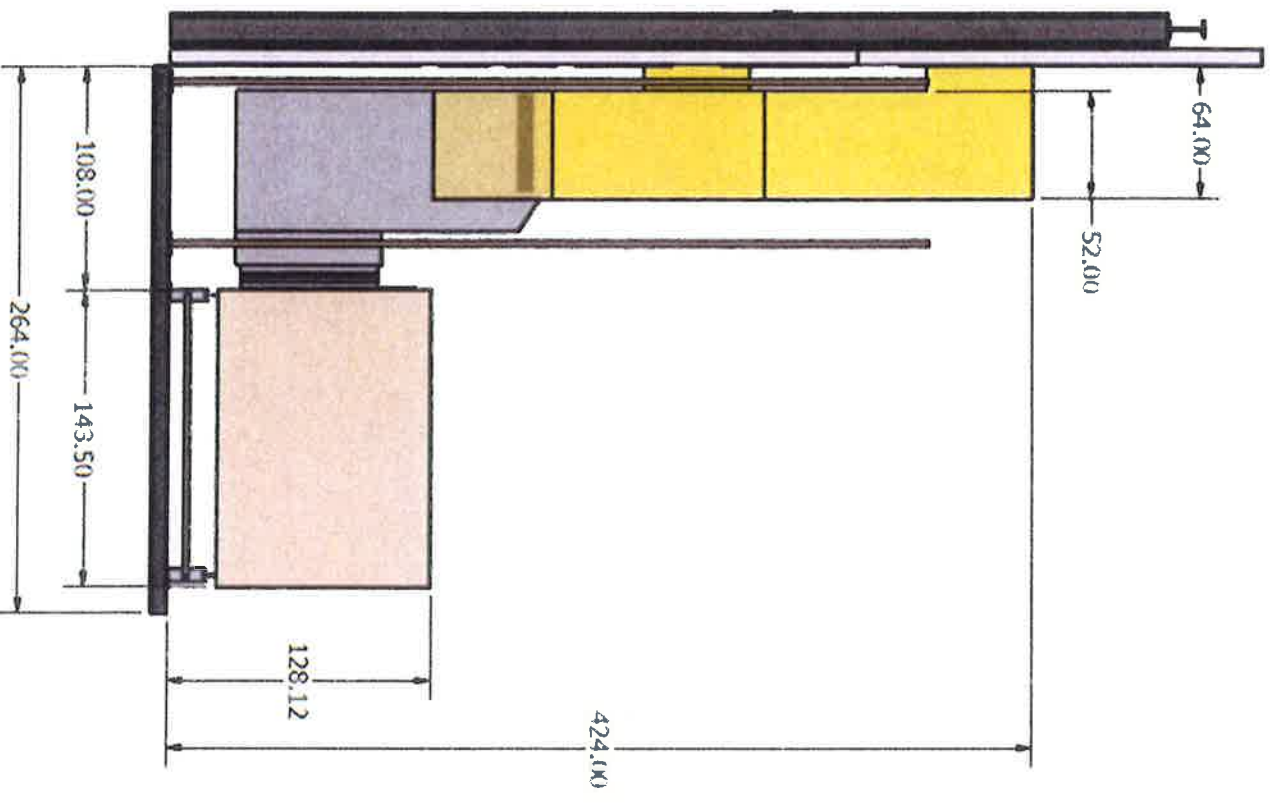


EXHIBIT B-2

FOR CONCEPT ONLY

UNITS WITHOUT SCREENING

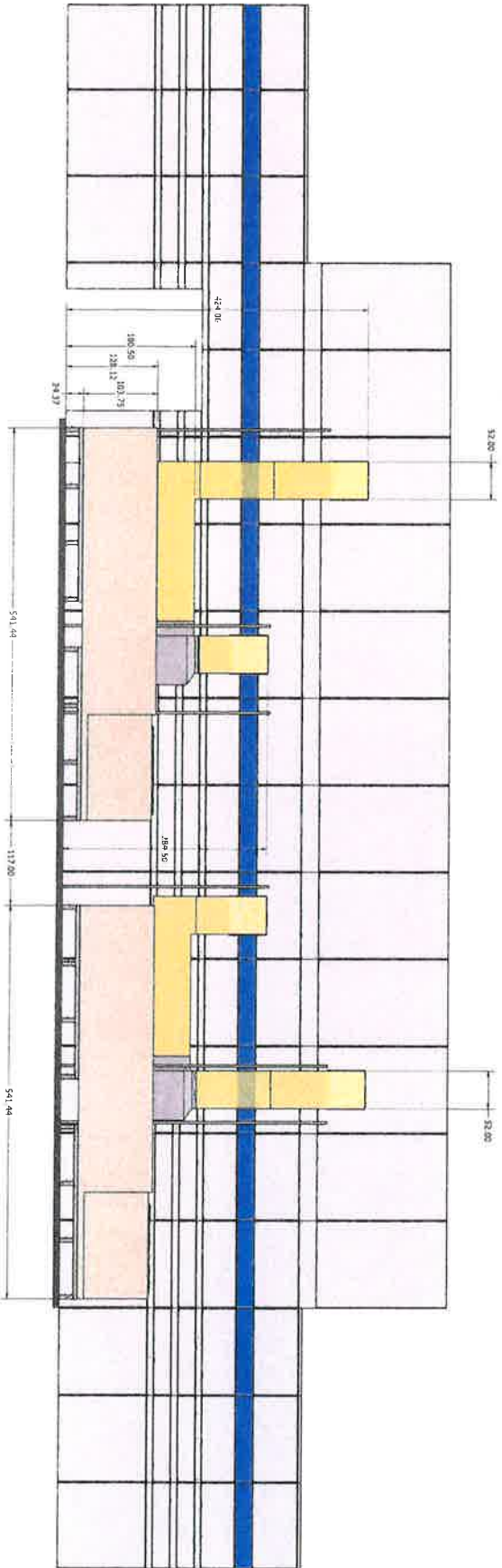


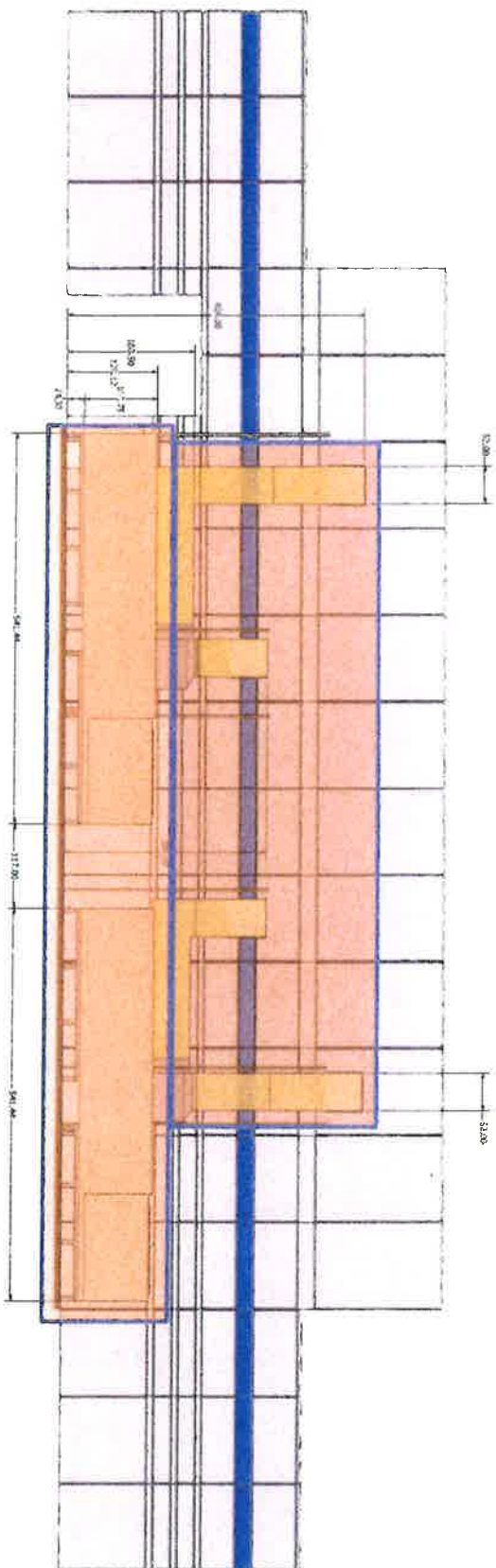
EXHIBIT B-3

ISSUED	7/22/2019	ROBOVENT Solutions Group
DESIGNED		
CHECKED		
DATE		
PROJECT	FUTABA V2 7.22.19	
APPROVED		
SCALE	D	
DATE	1/7/21	
PROJECT NO.	AC Ref Assembly - V2	
SHEET 1 OF 2		

RECEIVED
JUL 29 2019
COMMUNITY DEVELOPMENT
DEPT

UNITS WITH SCREENING

RECEIVED
JUL 29 2019
COMMUNITY DEVELOPMENT
DEPT



Navigation toolbar with icons for: back, home, zoom out, zoom in (31.6%), pan, rotate, and forward.

Project Name	ROBOVENT Solutions Group
Project No.	FUTABA V2 7.22.19
Revision	AC Ref Assembly V2

EXHIBIT B-4

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR ACTIVITIES AND OPERATIONS IN THE FORM OF VAN PARKING (505 E. NORTH, INC./HOPEWELL SERVICES, LLC, 505 E. NORTH AVENUE)

WHEREAS, Charles Mascari, owner of 505 E. North, Inc., on behalf of Hopewell Services, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit to allow for outdoor activities and operations in the form of van parking in the I Industrial District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances; on the property legally described in Section 2 herein and commonly known as 505 E. North Avenue, 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 held a public hearing on the above petition on August 26, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Amendment to a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Amendment to a 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 of Carol Stream, after examining the Petition for the Amendment to a Special Use Permit to allow for van parking, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Amendment to a Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *Hopewell will continue to provide a service to special needs students in area school districts with the expanded fleet, which can be viewed as being a beneficial service to the community.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Since the additional vans are proposed to be screened with landscaping along the property frontage, this outdoor activity should not be 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. *Other properties within the Industrial District have received Special Use approval for outdoor activities and operations in the form of outdoor parking and storage of vehicles or trailers, including Weiss Commercial Properties at 163 Easy Street and IG Commercial at 775 Kimberly Drive, with no apparent injury to the use or enjoyment of properties in the immediate vicinity or diminution or impairment to 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. *Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties in the immediate vicinity.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements will be put in place for the proposed storage lot.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposed outdoor activity will conform to all applicable codes and requirements.*

SECTION 2:

The Amendment to a Special Use Permit, as set forth in the above recitals, is hereby approved and granted to 505 E. North, Inc./Hopewell Services, LLC, subject to the conditions set forth in Section 3, upon the real estate commonly known as 505 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

LOTS 5 AND 8 IN KRES SUBDIVISION BEING A PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1961 AS DOCUMENT 998730 IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Amendment to a Special Use Permit granted in Section 1 herein is subject to the following conditions:

1. That all terms and conditions of Ordinance No. 2017-11-66 for 505 E. North, Inc./Hopewell Services not specifically revised herein shall be hereby reaffirmed by reference;
2. That proposed landscape screening along the North Avenue frontage shall consist of a staggered double row of Dense Yews on either side of the driveway entrance to the property planted four feet on center, including within the planting beds immediately on either side of the driveway, with an updated landscape sketch provided to the Community Development Department for review and approval prior to installation. Said landscaping shall be installed no later than October 1, 2019;
3. That all landscape materials shall be maintained in a neat and healthy manner, with dead or dying materials replaced with the approved size and species type per the approved landscape plan on an annual basis;
4. That a maximum of 70 vans shall be allowed to be parked in the north portion of the main parking lot for Hopewell Services as illustrated on Exhibit A and as stipulated in the lease agreement dated August 1, 2019, and that these 70 spaces include the original 10 spaces initially allowed as overflow parking on the site plan approved under Ordinance No. 2017-11-66; if the landlord or the Village determines that parking issues exist in the parking lot, then van parking for Hopewell Services shall be reduced to 40 spaces in the main parking lot; and
5. That the site must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Amendment to a Special Use Permit is hereby approved and granted as set forth in the following plans and exhibits:

1. Site Plan (Exhibit A, received June 21, 2019).
2. Aerial View – Van Parking Plan (Exhibit B, received June 21, 2019).
3. Landscape Sketch (Exhibit C, received August 13, 2019).

SECTION 5:

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 all of 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 6:

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 3rd DAY OF SEPTEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

505 E North, Inc., being the owner and/or party in interest of the Subject 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. 505 E. North Inc. further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

Hopewell Services, LLC, being the party in interest of the Subject 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. Hopewell Services, LLC. further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

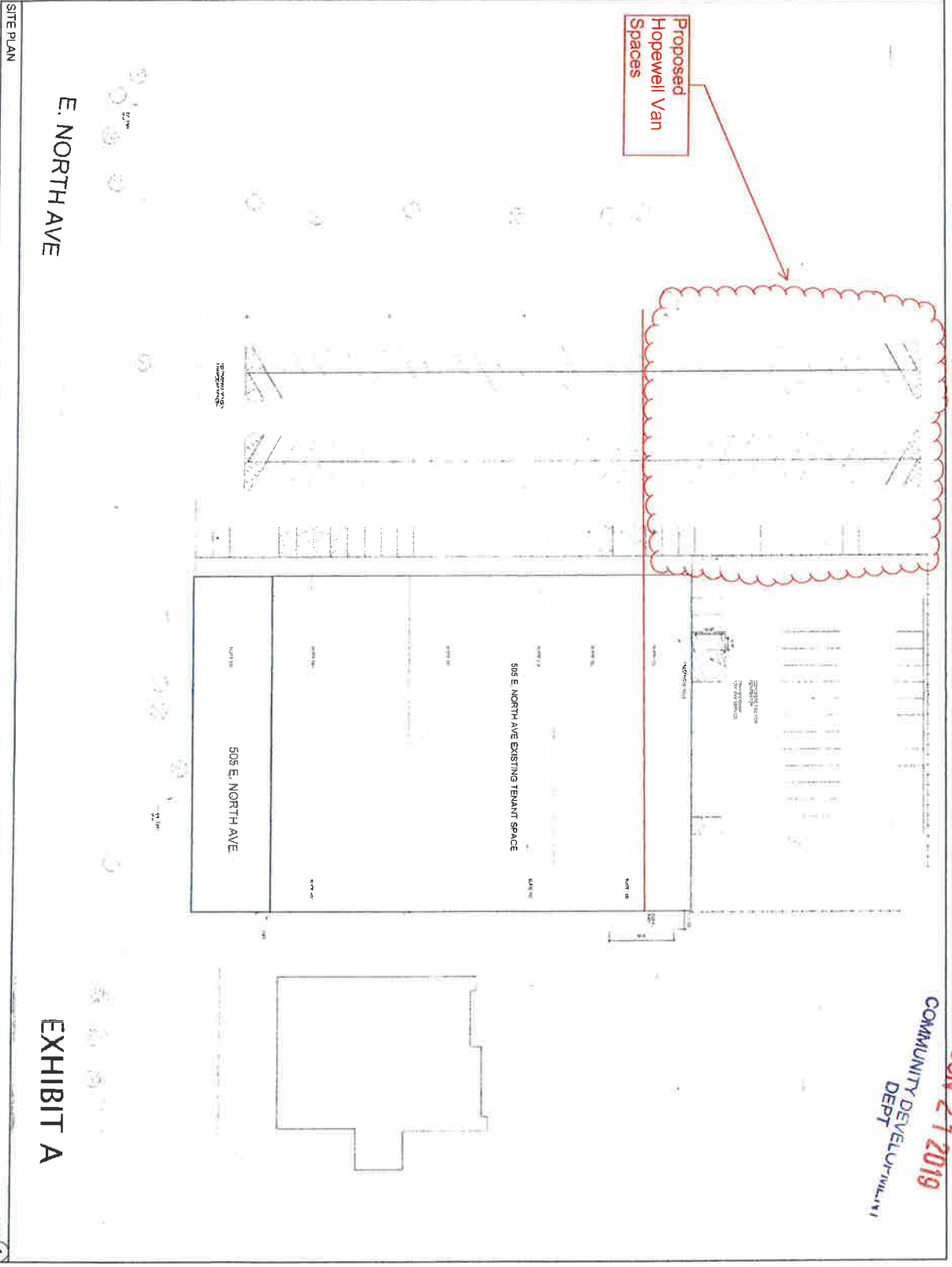
Date

Party In Interest

RECEIVED

JUN 21 2019

COMMUNITY DEVELOPMENT
DEPT



E. NORTH AVE

EXHIBIT A

SITE PLAN

<p>DATE: 11/14/18</p>	<p>PROJECT: [illegible] SHEET: [illegible]</p>		<p>WILLIAMS ARCHITECTS ARCHITECTS PLANNERS ENGINEERS 1000 E. NORTH AVE, SUITE 100 DENVER, CO 80202 TEL: 303.733.1100 WWW.WILLIAMSARCHITECTS.COM</p>	<p>SITE PLAN AS0.1</p>
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RECEIVED
JUN 21 2019
COMMUNITY DEVELOPMENT
DEPT

Case No. 19-0015 / 505 E. North Avenue

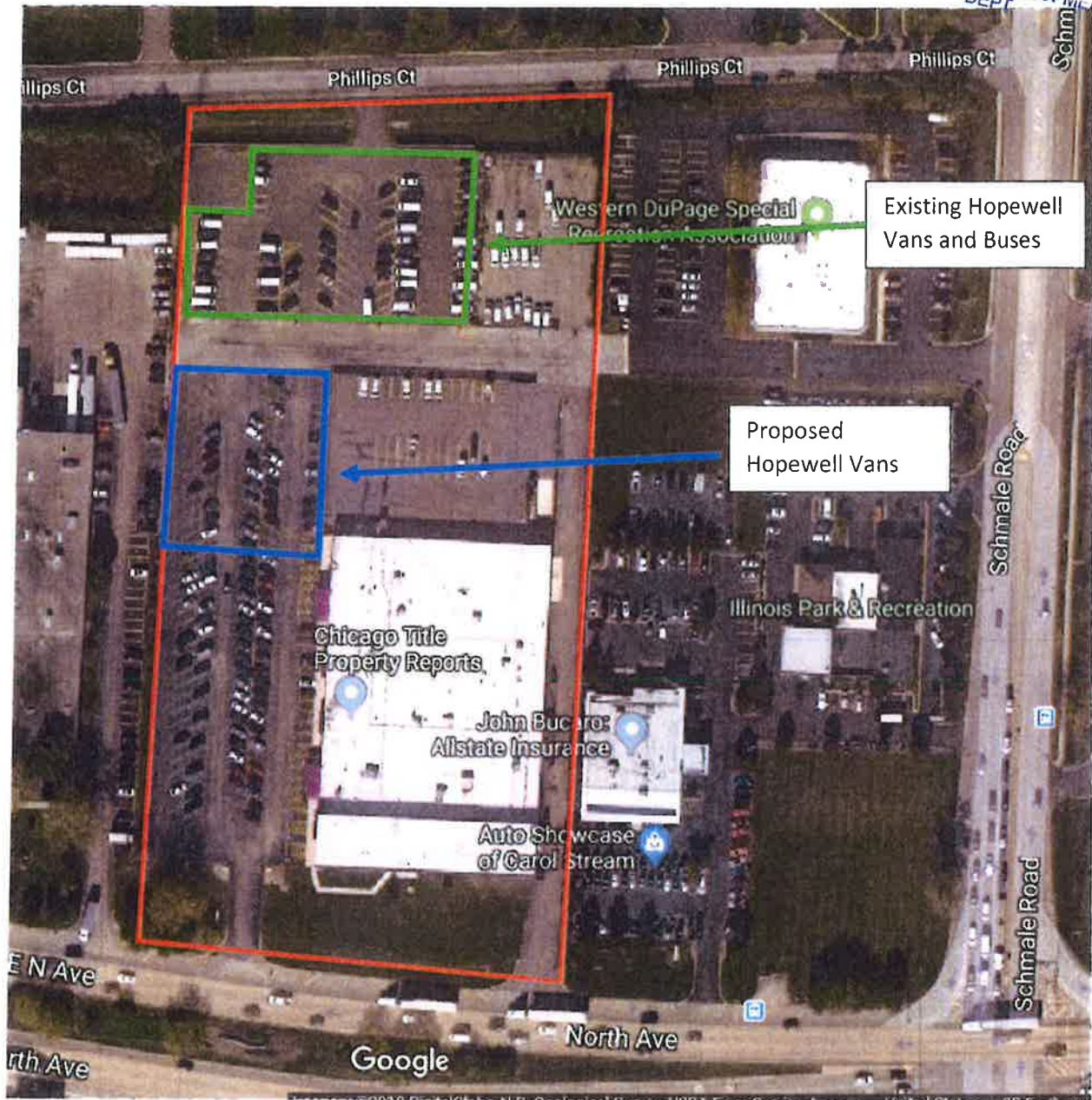
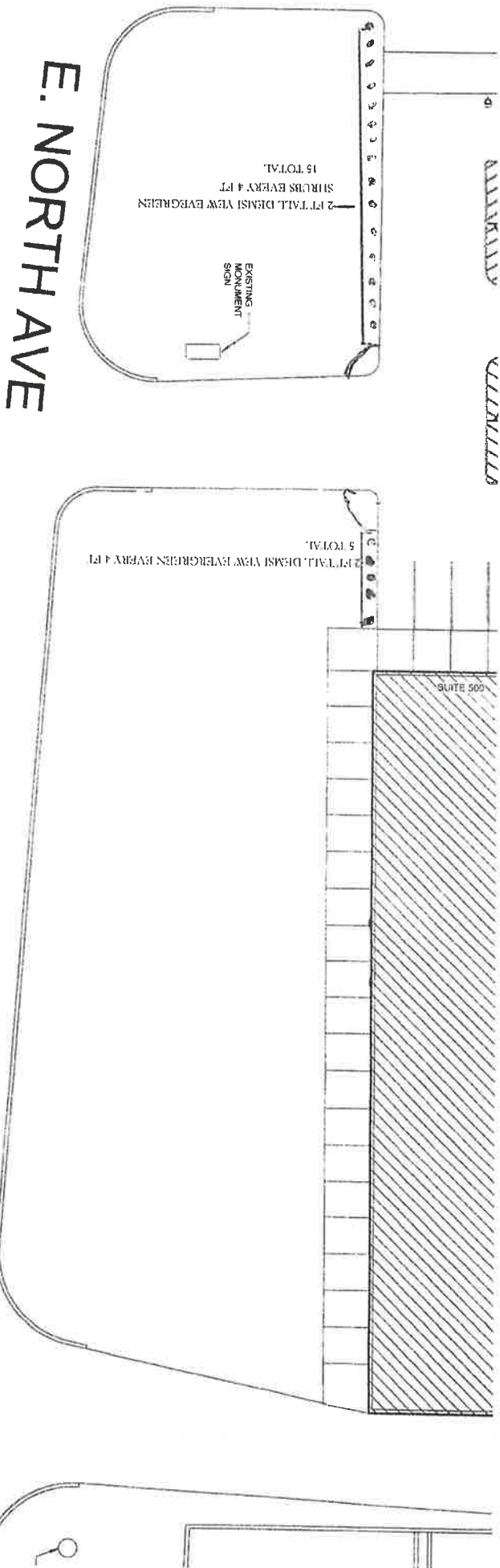


EXHIBIT B

RECEIVED
AUG 13 2019
COMMUNITY DEVELOPMENT
DEPT



E. NORTH AVE

SITE PLAN

EXHIBIT C

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SCHOOL
(COMMUNITY CONSOLIDATED DISTRICT 93/JAY STREAM MIDDLE SCHOOL,
283 EL PASO LANE)**

WHEREAS, Community Consolidated District 93, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a School to allow for the construction of a building addition at Jay Stream Middle School, as provided in Section 16-8-4(C) of the Carol Stream Code of Ordinances; on the property legally described in Section 2 herein and commonly known as 283 El Paso Lane, 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 held a public hearing on the above petition on August 26, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the 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 of Carol Stream, after examining the Petition for the Special Use Permit, 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. *The proposed STEM lab addition will provide an added academic element for the students at the middle school.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Given the location of the proposed addition on an existing hard surface area and at a sufficient distance from neighboring residential properties, it should not be 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. *Staff does not believe the proposed STEM lab addition will be injurious to the use and*

enjoyment of other residential properties in the immediate vicinity given the fact that it will be an extension of a long-time existing school in the neighborhood.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties in the immediate vicinity.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements will be put in place for the proposed storage lot.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposed addition will conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to Community Consolidated District 93/Jay Stream Middle School, subject to the conditions set forth in Section 3, upon the real estate commonly known as 283 El Paso Lane, Carol Stream, Illinois, and legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER AND RUNNING THENCE NORTH 0 DEGREES, .01 MINUTES EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 58.0 FEET TO THE NORTHWEST CORNER OF THE PLAT OF HOLIDAY HILLS UNIT ONE (RECORDED AUGUST 12, 1964 AS DOCUMENT NO. B64-29289 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS), THENCE NORTH 87 DEGREES 11 MINUTES EAST ALONG THE NORTH LINE OF SAID SUBDIVISION, 200.62 FEET TO THE EAST LINE OF HIAWATHA DRIVE FOR A PLACE OF BEGINNING, THENCE NORTH 0 DEGREES, 20 MINUTES, EAST ALONG SAID EAST LINE EXTENDED, 80.12 FEET, THENCE NORTH 87 DEGREES 34 MINUTES EAST, 195.0 FEET; THENCE, ALONG A CURVE TO THE RIGHT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1117 FEET, A LONG CHORD BEARING OF SOUTH 77 DEGREES 48 ½ MINUTES EAST AND LONG CHORD LENGTH OF 564.0 FEET FOR AN ARC DISTANCE OF 570.24 FEET; THENCE SOUTH 63 DEGREES 11 MINUTES EAST, TANGENT TO THE LAST DESCRIBED COURSE, 112 FEET, THENCE ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1148 FEET, A LONG CHORD BEARING OF SOUTH 67 DEGREES 18 MINUTES EAST AND A LONG CHORD LENGTH OF 164.62 FEET, FOR AN ARC DISTANCE

OF 165.0 FEET; THENCE SOUTH 24 DEGREES 59 MINUTES WEST, 453.87 FEET TO A POINT OF NORTHERLY LINE OF BLOCK 7 IN SAID PLAT OF HOLIDAY HILLS UNIT ONE, THENCE NORTH 63 DEGREES 35 MINUTES WEST ALONG SAID LINE, 140 FEET TO AN ANGLE POINT IN SAID LINE, THENCE NORTH 67 DEGREES 07 MINUTES WEST ALONG SAID LINE, 167.15 FEET TO AN ANGLE POINT, THENCE NORTH 77 DEGREES 18 MINUTES WEST ALONG SAID LINE, 145.56 FEET TO AN ANGLE POINT, THENCE NORTH 83 DEGREES 37 MINUTES WEST ALONG SAID LINE 143.89 FEET TO AN ANGLE POINT; THENCE SOUTH 87 DEGREES 4 MINUTES WEST ALONG SAID LINE, TO THE EAST LINE OF SAID HIAWATHA DRIVE; THENCE NORTH 0 DEGREES 20 MINUTES EAST ALONG EAST LINE, 391.44 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permit granted in Section 1 herein is subject to the following conditions:

1. That the site and project must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Special Use Permit is hereby approved and granted as set forth in the following plans and exhibits:

1. Site Plan (Exhibit A, dated August 8, 2019), prepared by Manhard Consulting, One Overlook Point Suite 290, Lincolnshire, Illinois, 60069.
2. Composite Floor Plan (Exhibit B, dated April 23, 2019), prepared by Arcon Associates, Inc., 2050 S. Finley Road Suite 40, Lombard, Illinois, 60148.
3. Exterior Elevations (Exhibit C, dated April 23, 2019), prepared by Arcon Associates, Inc., 2050 S. Finley Road Suite 40, Lombard, Illinois, 60148.
4. Site Dimensional and Paving Plan (Exhibit D, dated July 15, 2019), prepared by Manhard Consulting, One Overlook Point Suite 290, Lincolnshire, Illinois, 60069.

SECTION 5:

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 all of 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 6:

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 3rd DAY OF SEPTEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

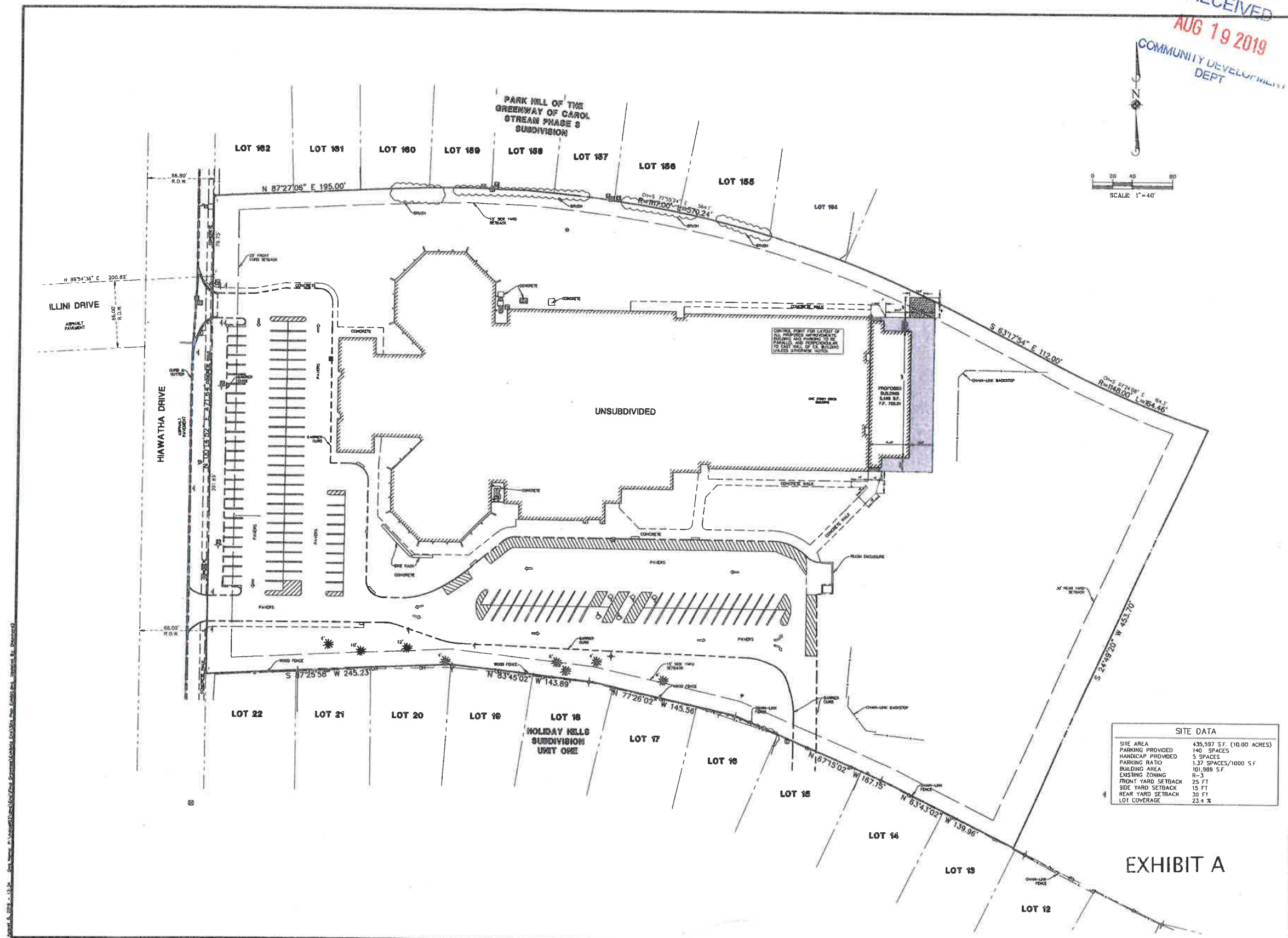
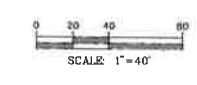
Laura Czarnecki, Village Clerk

Community Consolidated School District 93, being the owner and/or party in interest of the Subject 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. Community Consolidated School District 93 further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

RECEIVED
AUG 19 2019
COMMUNITY DEVELOPMENT DEPT



SITE DATA	
SITE AREA	435,597 SF. (10.00 ACRES)
PARKING PROVIDED	140 SPACES
HANDICAP PROVIDED	5 SPACES
PARKING RATIO	1.37 SPACES/1000 SF
BUILDING AREA	101,989 SF.
EXISTING ZONING	R-3
FRONT YARD SETBACK	25 FT
SIDE YARD SETBACK	15 FT
REAR YARD SETBACK	30 FT
LOT COVERAGE	23.4 %

EXHIBIT A



STEM LAB ADDITION AND RENOVATION
VILLAGE OF CAROL STREAM
SITE PLAN EXHIBIT

PROJ. NO. 020
PROJ. ADDR. 0203
ISSUED BY 0203
DATE 08-08-19
SCALE 1"=40'
SHEET
1 OF 1
AAL/CHLO3

RECEIVED
 JUL 18 2019
 COMMUNITY DEVELOPMENT
 DEPT

ARCON
 architects
 construction managers
 real estate management
 landscape architects
 2030 South Bailey Road, Suite 407
 Lombard, Illinois 60148
 p. 630.495.1000
 www.arconafroc.com

**STEM Lab
 Addition**
 at
**JAY STREAM MIDDLE
 SCHOOL**
 283 El Paso Ln
 Carol Stream, IL 60188

for the
BOARD of EDUCATION
 Community Consolidated
 School District 93
 230 Covington Dr
 Bloomington, IL 61108



Civil:
 Menhard Consulting
 900 Woodlands Parkway
 Vernon Hills, IL 60061
 p: 847.624.5550

Mechanical/Electrical:
 AMSCO Engineering
 5115 Belmont Road
 Downers Grove, IL 60515
 p: 630.515.1525

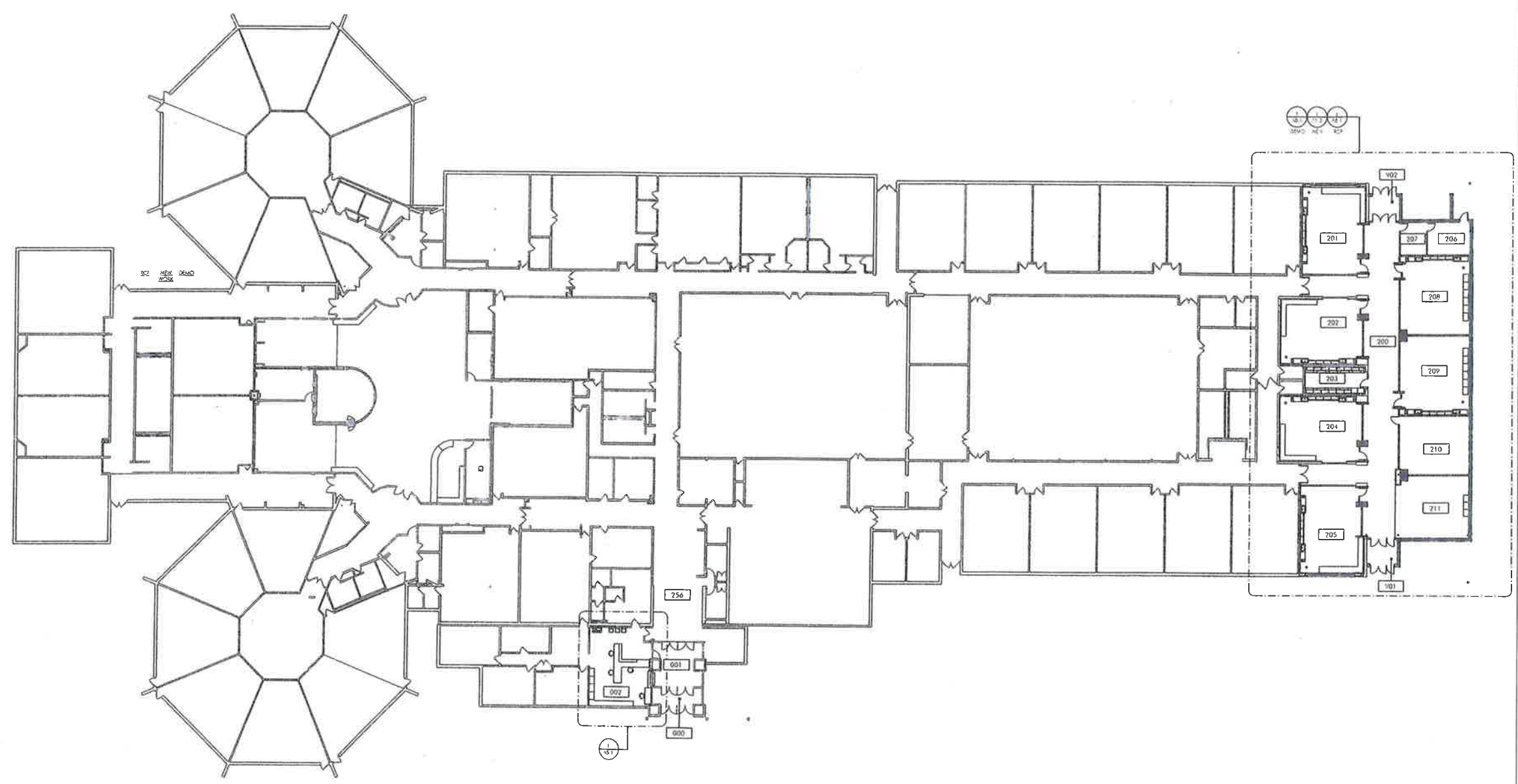
Structural:
 20/10 Engineering
 1216 Tower Road
 Schaumburg, IL 60173
 p: 847.882.2010

PROCESSES DRAWING
 NOT FOR
 CONSTRUCTION

REVISIONS
 No. Date By

Project Number:
18121
 Issue Date:
April 23, 2019
 Drawn by:
 Author:
 Sheet Title:
COMPOSITE FLOOR PLAN
 Sheet Number:

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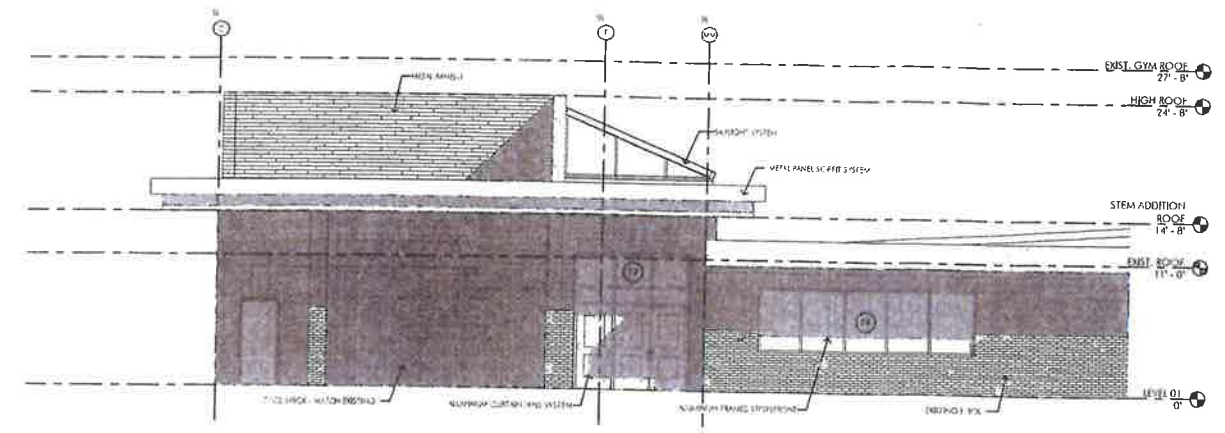


COMPOSITE FLOOR PLAN
 1/16" = 1'-0"

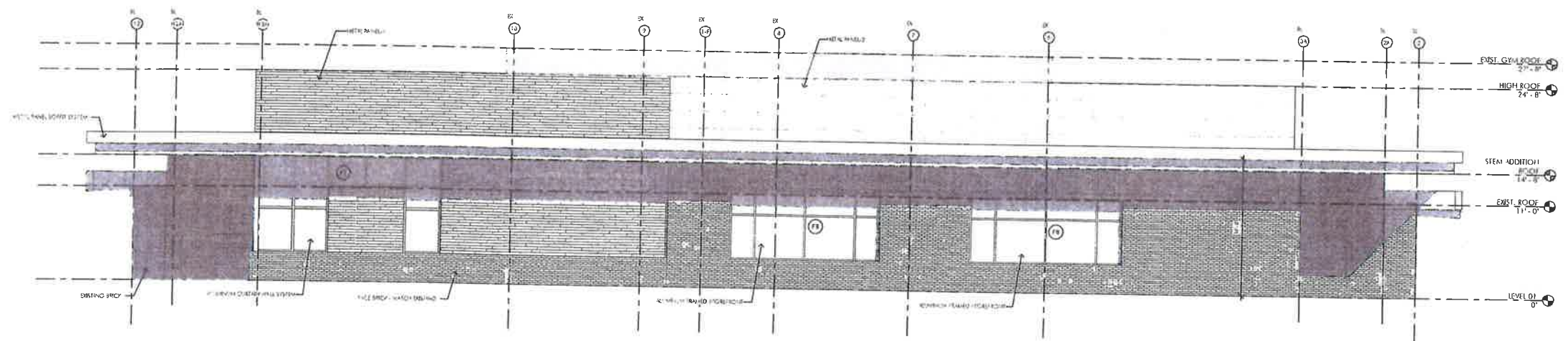
EXHIBIT B

A1.1

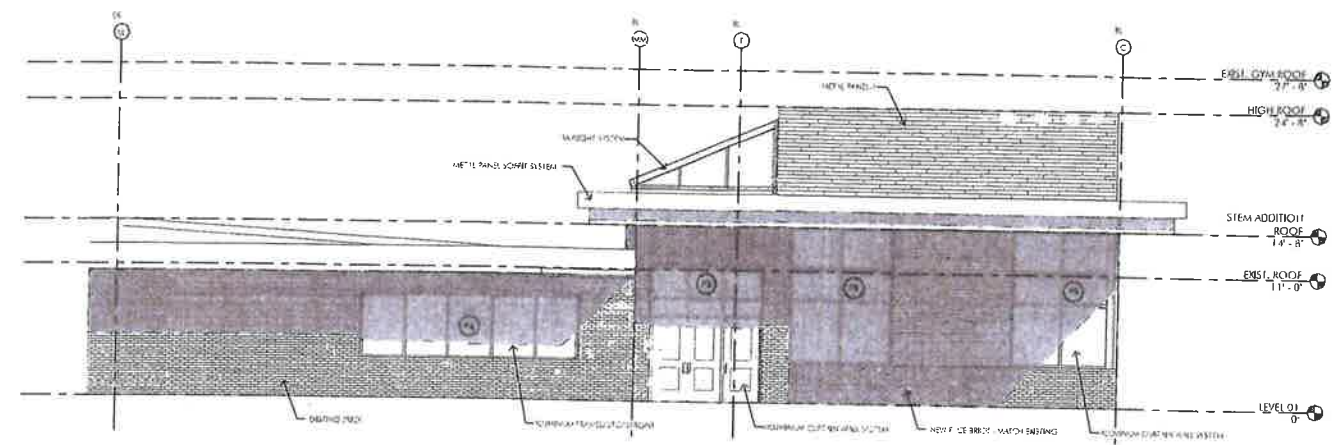
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1 NORTH ELEVATION
3/16" = 1'-0"



2 EAST ELEVATION
3/16" = 1'-0"



3 SOUTH ELEVATION
3/16" = 1'-0"

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ARCON
 architects
 construction managers
 roof & masonry consultants
 landscape architects
 2050 South Harley Road, Suite 40
 Lombard, Illinois 60148
 p: 630-463-1999
 www.arconarc.com

STEM Lab Addition
 at
JAY STREAM MIDDLE SCHOOL
 283 El Paso Ln
 Carol Stream, IL 60188

for the
BOARD of EDUCATION
 Community Consolidated
 School District 93
 230 Covington Dr
 Bloomington, IL 60108



Civil:
 Menhard Consulting
 900 Woodlands Parkway
 Vernon Hills, IL 60061
 p: 847.434.5550
 Mechanical/Electrical:
 AMSCO Engineering
 5115 Belmont Road
 Downers Grove, IL 60515
 p: 630.515.1555
 Structural:
 20/18 Engineering
 1216 Tower Road
 Schaumburg, IL 60173
 p: 847.882.2010

PROGRESS DRAWING
 NOT FOR
 CONSTRUCTION

REVISIONS
 No. Date By

Project Number:
18121
 Issue Date:
April 23, 2019
 Drawn by:
 Author:
 Sheet Title:
 extension elevations
 Sheet Number:

EXHIBIT C

A3.1

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ARIN
 address
 construction services
 and temporary construction
 landscape solutions
 2020 South Bay Road, Suite 40
 Lombard, Illinois 60148
 P: 630.493.1800
 www.arinllc.com

**STEM Lab
 Addition and
 Renovation**
 at
 JAY STREAM MIDDLE
 SCHOOL
 283 El Paso Ln
 Carol Stream, IL 60188

for the
 BOARD OF EDUCATION
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Civil:
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Mechanical/Electrical:
 AMSCO Engineering
 3115 Belmont Road
 Downers Grove, IL 60515
 p: 630.515.1555

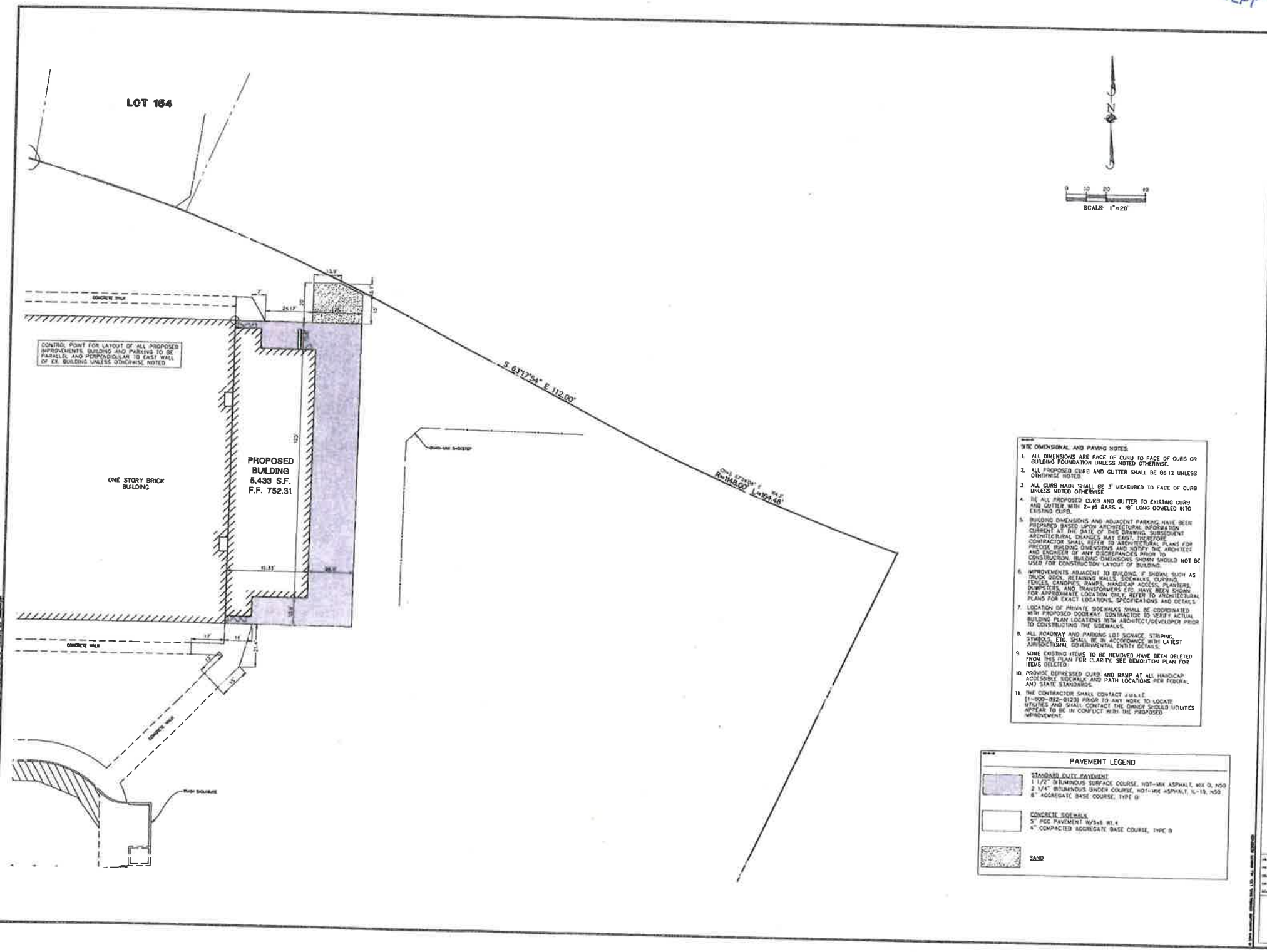
Structural:
 20/10 Engineering
 1215 Tower Road
 Schaumburg, IL 60173
 p: 847.882.2010

REVISIONS		
No.	Date	By

Project Number:
 18121
 Issue Date:
 July 15, 2019
 Drawn by:
 MCL

Sheet Title:
**SITE DIMENSIONAL
 AND PAVING PLAN**
 Sheet Number

C1.3



- SITE DIMENSIONAL AND PAVING NOTES**
1. ALL DIMENSIONS ARE FACE OF CURB TO FACE OF CURB OR BUILDING FOUNDATION UNLESS NOTED OTHERWISE.
 2. ALL FINISHED CURB AND GUTTER SHALL BE 8612 UNLESS OTHERWISE NOTED.
 3. ALL CURB RAMP SHALL BE 3" MEASURED TO FACE OF CURB UNLESS NOTED OTHERWISE.
 4. ALL FINISHED CURB AND GUTTER TO EXISTING CURB AND GUTTER WITH 2-#8 BARS x 18" LONG DOWELED INTO EXISTING CURB.
 5. BUILDING DIMENSIONS AND ADJACENT PAVING HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE, CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION. BUILDING DIMENSIONS SHOWN SHOULD NOT BE USED FOR CONSTRUCTION LAYOUT OF BUILDING.
 6. IMPROVEMENTS ADJACENT TO BUILDING, IF SHOWN, SUCH AS BRICK DOCK, RETAINING WALLS, SIDEWALKS, CLADDING, FENCES, CANOPIES, RAMPS, HANDICAP ACCESS, PLANTERS, DUMPSTERS, AND TRANSFORMERS ETC. HAVE BEEN SHOWN FOR APPROPRIATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
 7. LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED SIDEWALK. CONTRACTOR TO VERIFY ACTUAL BUILDING PLAN LOCATIONS WITH ARCHITECT/DEVELOPER PRIOR TO CONSTRUCTING THE SIDEWALKS.
 8. ALL ROADWAY AND PARKING LOT SIGNAGE STRIPING, SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST PROFESSIONAL SIGNAGE/STRIPING ENTRY DETAILS.
 9. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
 10. PROVIDE DEPRESSURED CURB AND RAMP AT ALL HANDICAP ACCESSIBLE SIDEWALK AND PATH LOCATIONS PER FEDERAL AND STATE STANDARDS.
 11. THE CONTRACTOR SHALL CONTACT JULLIE (714) 800-1821 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.

PAVEMENT LEGEND

	STANDARD DUAL PAVEMENT 1 1/2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MK D, NSD 2 1/4" BITUMINOUS UNDER COURSE, HOT-MIX ASPHALT, S-18, NSD 8" AGGREGATE BASE COURSE, TYPE B
	CONCRETE SIDEWALK 5" RCC PAVEMENT W/5/8" #1.4 4" COMPACTED AGGREGATE BASE COURSE, TYPE B
	SAND

EXHIBIT D

THESE DIMENSIONS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A RESTAURANT WITH A BAR AREA (JT'S CORNER TAP & EATERY, 1022 FOUNTAIN VIEW LANE)

WHEREAS, Jeremy Truex with JT's Corner Tap & Eatery, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for a Restaurant with a Bar Area to allow for a restaurant expansion, as provided in Section 16-9-3(C)(16) of the Carol Stream Code of Ordinances; on the property legally described in Section 2 herein and commonly known as 1022 Fountain View Lane, 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 held a public hearing on the above petition on August 26, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Amendment to a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Amendment to a 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 of Carol Stream, after examining the Petition for the Amendment to a Special Use Permit, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Amendment to a Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *The proposed restaurant expansion will provide additional amusement options for restaurant patrons.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Provided the expanded restaurant area is operated in accordance with all applicable provisions of the Municipal Code, there should not be a detriment 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. *A primary concern was parking impacts on the commercial center with the proposed*

restaurant expansion, and based on parking counts conducted over several weekends, it was concluded that parking should be sufficient for the proposed expansion. Therefore, it is not believed that the proposed expansion will be injurious to the use and enjoyment of other property in the immediate vicinity or 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. *Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties in the immediate vicinity.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements will be put in place for the proposed storage lot.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposed expansion will conform to all applicable codes and requirements.*

SECTION 2:

The Amendment to a Special Use Permit, as set forth in the above recitals, is hereby approved and granted to JT's Corner Tap & Eatery, subject to the conditions set forth in Section 3, upon the real estate commonly known as 1022 Fountain View Lane, Carol Stream, Illinois, and legally described as follows:

LOT F IN THE FOUNTAINS AT TOWN CENTER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS (DOCUMENT NUMBER R2005-042015)

hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Amendment to a Special Use Permit granted in Section 1 herein is subject to the following conditions:

1. That all terms and conditions of Ordinance No. 2005-11-58 not specifically revised herein shall be hereby reaffirmed by reference; and
2. That the business and project must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Amendment to a Special Use Permit is hereby approved and granted as set forth in the following plans and exhibits:

1. Cover Sheet (Exhibit A, dated July 1, 2019), prepared by JMA Design/Build, 110 W. Morse Avenue, Bartlett, Illinois, 60103.
2. Floor Plan (Exhibit B, dated July 1, 2019), prepared by JMA Design/Build, 110 W. Morse Avenue, Bartlett, Illinois, 60103.

SECTION 5:

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 all of 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 6:

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 3rd DAY OF SEPTEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Jeremy Truex, being the owner and/or party in interest of the Subject 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. JT's Corner Tap & Eatery further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

JT's CORNER TAP & EATERY

CAROL STREAM, ILLINOIS

(A TENANT REMODEL OF AN EXISTING SPACE)

RECEIVED
 JUL 25 2019
 COMMUNITY DEVELOPMENT DEPT

PROJECT INFORMATION

PROJECT: JT'S CORNER TAP & EATERY - TENANT REMODEL OF EXISTING UNIT
 LOCATION: 1026 FOUNTAIN VIEW DRIVE, CAROL STREAM, IL 60188
 PRODUCT TYPE: RESTAURANT - ATTACHED SINGLE STORY REMODEL
 APPLICABLE CODES:
 2018 INTERNATIONAL RESIDENTIAL CODE w/ LOCAL AMENDMENTS
 2018 INTERNATIONAL BUILDING CODE w/ LOCAL AMENDMENTS
 2018 INTERNATIONAL MECHANICAL CODE w/ LOCAL AMENDMENTS
 2018 INTERNATIONAL FUEL GAS CODE w/ LOCAL AMENDMENTS
 2017 NFPA 70 NATIONAL ELECTRIC CODE w/ LOCAL AMENDMENTS
 2014 ILLINOIS STATE PLUMBING CODE w/ LOCAL AMENDMENTS
 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE w/ LOCAL AMENDMENTS
 2018 INTERNATIONAL ENERGY CONSERVATION CODE
 2018 INTERNATIONAL EXISTING BUILDING CODE w/ LOCAL AMENDMENTS
 2018 INTERNATIONAL FIRE CODE w/ LOCAL AMENDMENTS
 DESIGN LOADS: NOT APPLICABLE TO THIS SET - TENANT REMODEL OF EXISTING STRUCTURE
 EXISTING OCCUPANCY LOAD: 110 PEOPLE (PREVIOUSLY DETERMINED FOR EXISTING RESTAURANT)
 ADDITIONAL OCCUPANT LOAD: 68 PEOPLE (FROM NEW SPACE)

ASSEMBLY AREA @ 15 SF PER PERSON
 BILLIARD/DART AREA (MINUS TABLES) = 719 SF / 15 = 47.9
 ACTUAL NUMBER OF SEATS = 18 PEOPLE
 SALES AREA @ 50 SF PER PERSON
 TOTAL SALES AREA = N/A
 BUSINESS AREAS @ 100 SF PER PERSON
 DESK = N/A
 LAVATORY = 52 SF
 TOTAL BUSINESS AREAS = 52 SF / 100 = 0.52 PEOPLE
 COMMERCIAL KITCHENS @ 200 SF PER PERSON
 TOTAL KITCHEN AREA = N/A
 STORAGE AREAS @ 200 SF PER PERSON
 DRY STORAGE = 27 SF
 COOLER/FREEZER = N/A
 TOTAL STORAGE AREAS = 27 SF / 200 = 0.135 PEOPLE
 TOTAL OCCUPANT LOAD: 178 PEOPLE (EXISTING & NEW SPACE)

CLIMATE/GEOGRAPHIC DESIGN CRITERIA:

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Weathering	Frost Line Depth	Termites	Winter Design Temp.	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp.
25 PSF	90 MPH / 3 SEC GUSTS	3	SEVERE	42"	MODERATE TO HEAVY	-44 F	YES	REFER TO LOCAL ORDINANCE	2000	50 F

SOIL CLASSIFICATION: DESIGN SHOWN IS BASED ON SOIL GROUP & UNIFIED SOIL CLASSIFICATION SYSTEM SYMBOL CL AS SHOWN IN TABLE B101 OF THE 2018 INTERNATIONAL RESIDENTIAL CODE. IF SOILS DO NOT MEET THIS CLASSIFICATION, ARCHITECT IS TO BE IMMEDIATELY NOTIFIED PRIOR TO ANY FURTHER WORK.

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT

Climate Zone	Fen. U-Factor	Skylight U-Factor	Glozed Fen. SHGC	Ceiling R-Value	Wood Frame Wall R-Value	Mass Wall R-Value	Floor R-Value	Basement Wall R-Value	Slab R-Value & Depth	Crawl Wall R-Value
5A	0.35	0.50	NR	38	20	13/12	30	10/13	10, 2"	10/13

NOTE: THE MAXIMUM FENESTRATION U-FACTOR PERMITTED USING TRADE-OFFS FROM SECTION 402.1.4 OR 404 OF THE 2018 IBC SHALL BE 0.48 FOR VERTICAL FENESTRATION AND 0.75 FOR SKYLIGHTS.

GENERAL NOTES

- ALL CONTRACTORS MUST HAVE A CURRENT VILLAGE OF CAROL STREAM REGISTRATION ON FILE PRIOR TO THE ISSUANCE OF PERMIT. ANY UPDATES DURING THE PROJECT FOR CHANGE OR ADDITION OF CONTRACTORS SHALL BE IMMEDIATELY SUBMITTED TO INSPECTORIAL SERVICES.
- DURING CONSTRUCTION, ALL CHANGES THAT OCCUR THAT ARE DIFFERENT FROM THE VILLAGE APPROVED DESCRIPTION OF WORK MUST BE SUBMITTED IMMEDIATELY IN WRITING TO THE VILLAGE OF CAROL STREAM FOR REVIEW AND APPROVAL BEFORE PROCEEDING WITH CONSTRUCTION.
- CALL FOR INSPECTIONS AS WORK PROGRESSES A MINIMUM OF TWO DAYS PRIOR TO DESIRED INSPECTION DATE. ACTUAL INSPECTION DATE TO BE DETERMINED BY GOVERNING MUNICIPALITY.
- APPROVED PLANS AND REVIEW COMMENTS SHALL BE ON SITE AT ALL TIMES.

STIE MAP



ABBREVIATIONS

AFT ABOVE FINISH FLOOR	DW DISH WASHER	LIV LIVING	RD ROOF DRAIN
ADH ADHESIVE	DR DOOR	LVR LOUVER	RFD ROOFING
ADJ ADJUSTABLE	DM DOUBLE HUNG	LRV LOUVER	RM ROOM
AGG AGGREGATE	DS DOWNSPOUT	M- MANHOLE	RO ROUGH OPENING
A/C AIR CONDITIONING	ELEC (ELECTRICAL)	MFR MANUFACTURE(R)	SCHED SCHEDULE
ALT ALTERNATE	ELEV ELEVATION	MAS MASONRY	SECT SECTION
ANCHOR BOLT	EQ EQUAL	MO MASONRY OPENING	SHFT SHEATHING
ARCH ARCHITECT	EXH EXHAUST	MATL MATERIAL	SH SHELF SHELVING
ASPH ASPHALT	EXT EXISTING	MAX MAXIMUM	SIM SIMILAR
AUTO AUTOMATIC	EAT EXHAUST	MECH MECHANICAL	MC MEDICINE CABINET
AWN AWNING	FC FACE OF	MIL METAL	MM MILLIMETER
BSMT BASEMENT	FGL FIBERGLASS	MIN MINIMUM	MIR MIRROR
BM BEAM	FIN FINISH	MISC MISCELLANEOUS	SO SQUARE
BRC BEARING	FPL FIREPLACE	MLDG MOLDING, MOULDING	SST STAINLESS STEEL
BVL BEVELED	FLR FLOORING	MTG MOUNT(ED)(ING)	STD STANDARD
BWT BUTT WELDING	FD FLOOR DRAIN	MULL MULLION	STL STEEL
BLK BLOCK	FMB FLOOR MATERIAL BREAK	MTS NOT TO SCALE	STOR STORAGE
BLKC BLOCKING	FND FOUNDATION	ON CENTER	STRUCT STRUCTURAL
BD BOARD	FJR FUR(ED)(ING)	GA GAUGE	SUSP SUSPENDED
BOF BOFTOM	GC GENERAL CONTRACT(OR)	OH OVERHEAD	TCJ TOOLED CONTROL JOINT
BOLD BUILDING	CL CLASS CLAZING	PNT PAINTED	TFL TELEPHONE
CAB CABINET	CL BLK GLASS BLOCK	PAR PARALLEL	TV TELEVISION
CAR CARPET	CWB CYPRESS WALLBOARD	PRT PARTITION	THK THICK(NESS)
CAS CASEMENT	HDW HARDWARE	PV PAVE(D)(ING)	THR THRESHOLD
C CAST IRON	HDR HEADER	PT PRESSURE TREATED	T&G TONGUE AND GROOVED
CLG CEILING	HTR HEATER	PVMT PAVEMENT	TOP OF CONCRETE
CLK CALK(ING) CAULK(ING)	HVAC HEATING/VENTILATING/	PER PED	TOP OF FOUNDATION
CEM CEMENT	HT AIR CONDITIONING	PLAS PLASTER	TREAD
CM CENTER LINE(S)	HZ HOLLOW CORE	PL HOLLOW METAL	TYP TYPICAL
CER CERAMIC	HC HOLLOW CORE	HORZ HORIZONTAL	UNF UNFINISHED
CT CERAMIC TILE	HM HOLLOW METAL	HOSE HOSE	VAP VAPOR BARRIER
CIR CIRCLE	HORIZ HORIZONTAL	HOSE BIBB	VCM VERTICAL COMPOSITION
CIRC CIRCUMFERENCE	HB HOLLOW METAL	INS INSIDE DIAMETER	VER VERTICAL
CLR CLEAR(ANCE)	HORZ HORIZONTAL	INSUL INSULATION	VIN VINYL
COL COLUMN	INSUL INSULATION	INT INTERIOR	VNT VINYL TILE
COMB COMBINATION	INT INTERIOR	JOINT JOINT	WSC WAINSCOT
CON CONSTRUCTION	JOINT JOINT	JOIST JOIST	WAL WALL HUNG
CON CONTINUOUS	JOIST JOIST	KEYP KEY	WAT WATER CLOSET
CON CONTRACTOR	KEYP KEY	KNOC KNOCKOUT	WEL WELDED WIRE FABRIC
CON CONTROL OR CONSTRUCTION JOINT	KEYP KEY	LAM LAMINATED	WEL WELDED WIRE MESH
CRS COURSE(S)	KNOC KNOCKOUT	LAV LAVATORY	WIN WINDOW
CUB CUBIC FOOT	LAM LAMINATED	LGT LIGHT	WID WIDE FLANGE
CUB CUBIC YARD	LAV LAVATORY	LGT LIGHT	W/O WITHOUT
DET DETAIL	LGT LIGHT	LMT LAMINATED	WOOD WOOD
DIAM DIAMETER	LMT LAMINATED	LMT LAMINATED	WRO WROUGHT IRON
DIM DIMENSION	LMT LAMINATED	LMT LAMINATED	

SYMBOLS

BUILDING OR SECTION KEY SHEET NUMBER	ANGLE
DETAIL NUMBER SHEET NUMBER	CENTERLINE
ELEVATION NUMBER SHEET NUMBER	HOSE BIBB
	ROUND OR DIAMETER
	INTERIOR PARTITION WALL
	INTERIOR LOAD BEARING WALL
EARTH	DIMENSIONAL LUMBER
SAND OR GRAVEL FILL	BLOCKING
BRICK	FINISH GRADE WOOD
CONCRETE BLOCK	PLYWOOD
CONCRETE	INSULATING SHEATHING
STONE	BATT INSULATION
STEEL	RIGID INSULATION

SHEET INDEX

- 1-1 SHEET INDEX, PROJECT INFORMATION, SYMBOLS, ABBREVIATIONS, ISSUE DATES AND GENERAL NOTES
- 1-2 EXISTING AND PROPOSED FLOOR PLAN/FLOOR FINISH PLAN
- 1-3 EXISTING AND PROPOSED RECEPTED CEILING PLAN/POWER PLAN

ISSUE DATES

DATE	REMARKS
07/01/19	PERMIT SET

ARCHITECT'S SEAL

STATEMENT OF COMPLIANCE:
 THESE DOCUMENTS WERE PREPARED BY JMA ASSOCIATES, P.C. ACCORDING TO THE TERMS OF THE CONTRACT BETWEEN THIS OFFICE AND THE OWNER FOR THIS BUILDING PROJECT. THESE DOCUMENTS DO NOT EITHER IN WHOLE OR IN PART CONSTITUTE ANY DESIGN OR INSTRUCTION TO THE AWARDED GENERAL CONTRACTOR OR AWARDED SUB-CONTRACTORS WITH REGARD TO CONSTRUCTION MEANS, METHODS OR TECHNIQUES BY THESE DOCUMENTS. ARCHITECT DOES NOT INTEND TO EXPRESS ANY OPINION, DIRECTION OR INSTRUCTION OF ANY KIND WHATSOEVER AS TO THE FINISHED WORKER IN WHICH THE CONSTRUCTION WORK IS TO BE COMPLETED AND/OR RELATED SITE SAFETY ISSUES.
 I hereby certify that these drawings were prepared under my direct supervision and to the best of my knowledge comply with the applicable Building Codes of the Village of Carol Stream, Illinois, the Environmental Design Act, and the ICC A117.1-2009 Accessibility Code.

EXHIBIT A

SIGNED: _____ DATE: _____
 ARCHITECT: ROBERT B. DREWS
 PROFESSIONAL DESIGN FIRM 201-905630
 750 W. 35500 RD. #194-00179

ISSUE DATE: 07-01-19

REVISIONS

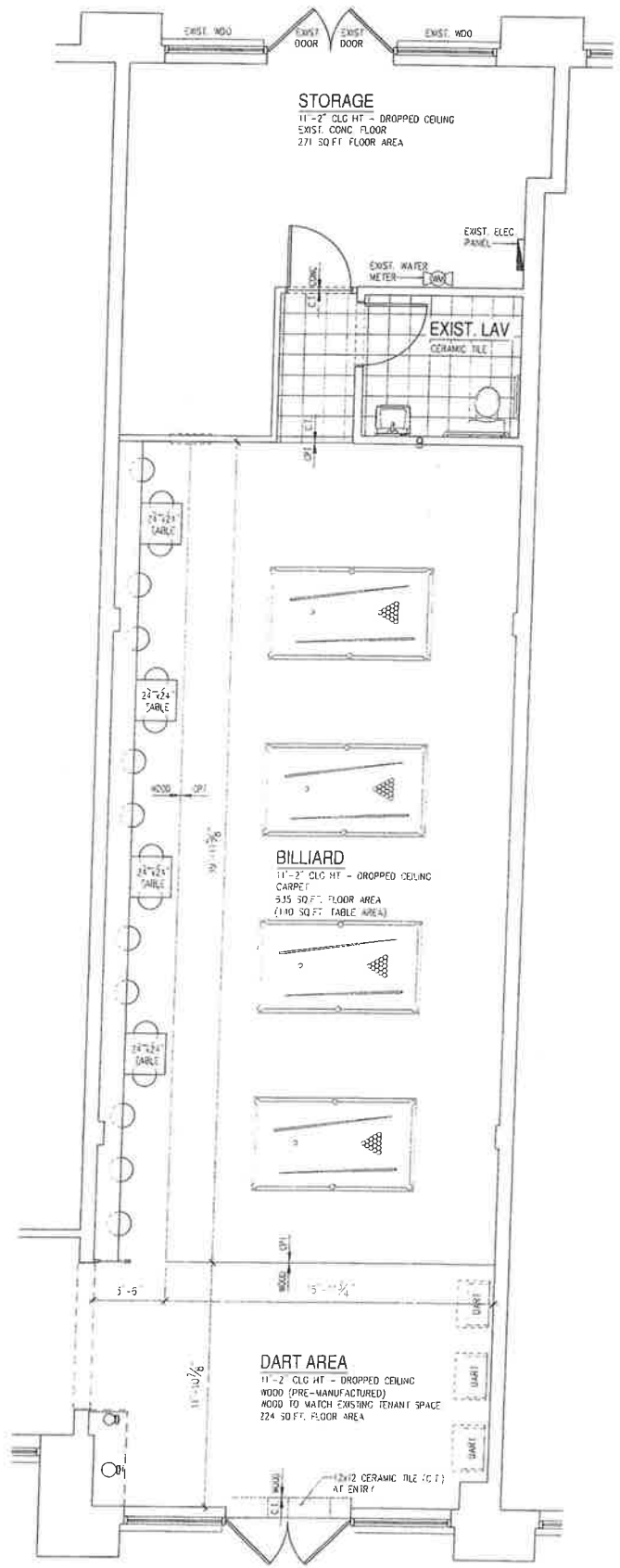
JT's Corner Tap & Eatery - Unit 1026
 1026 Fountain View Dr.
 Carol Stream, IL 60188



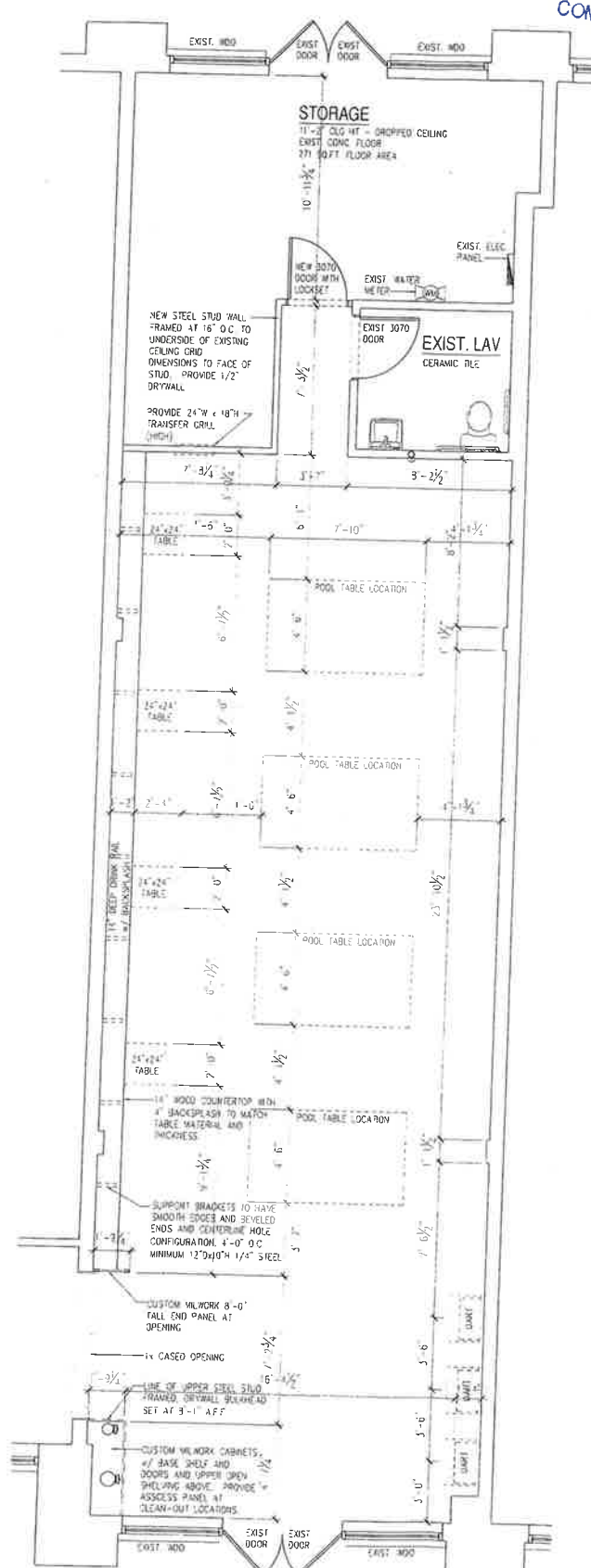
www.jmadesign.com
 110 W. Morse Ave
 Bartlett, Illinois 60103
 630.926.2702

020-10-2019-005 PROJ: MDR PSD
 DRAWN: JMD CHECKED: HSD
 SHEET NO. C-1
 COVER SHEET

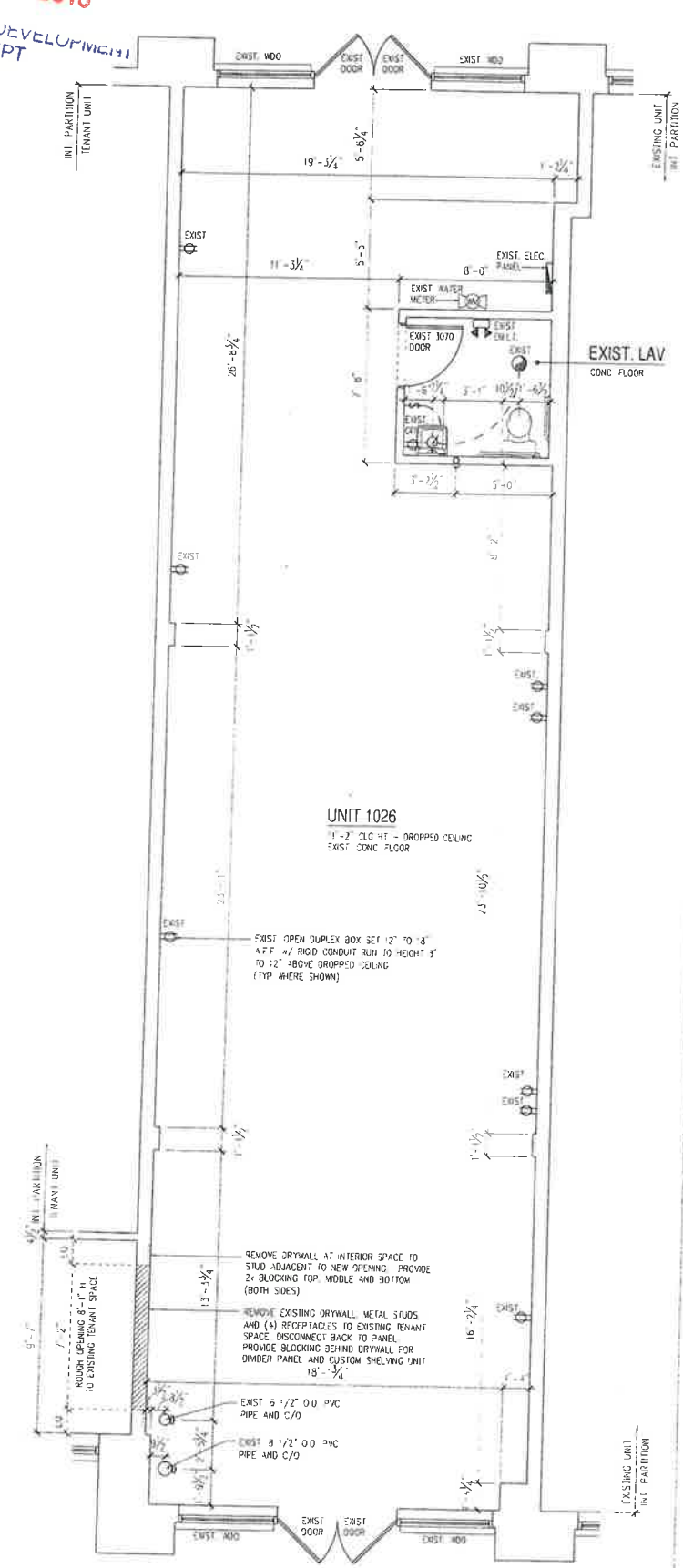
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JUL 25 2019
COMMUNITY DEVELOPMENT
DEPT



Proposed
Floor Finish Plan
SCALE 1/4"=1'-0"



Proposed
Floor Plan
SCALE 1/4"=1'-0"



Existing/Demo
Floor Plan
SCALE 1/4"=1'-0"

FLOOR PLAN NOTES

- GENERAL**
- ALL CONTRACTORS MUST REVIEW ALL CONSTRUCTION DOCUMENT NOTES FOR VARIOUS REQUIREMENTS PER DISCIPLINE THROUGHOUT DRAWINGS
 - WASHROOM LAVATORIES TO HAVE TEMPERING VALVES AND BOOTS TO UNDER SINK PIPING
 - PROVIDE FLAME SPREAD CHARACTERISTICS OF 0-200 AND SMOKE DEVELOPMENT RATING OF LESS THAN 450 FOR ALL INTERIOR FINISH MATERIAL INCLUDING CABINETS, TRIM, AND ALIKE
 - MAXIMUM STUD SPACING OF 16" O.C. IN ALL AREAS
 - CAULK AT TOP OF BASE TILE TO WALLS AND MILLWORK
 - GENERAL CONTRACTOR TO COORDINATE CEILING WORK WITH OTHER TRADES. COORDINATE FINAL CEILING LAYOUT WITH MECHANICAL AND ELECTRICAL WORK
 - RESTROOM FAUCETS ARE LEVER TYPE. BATTERY OPERATED OR METERED FAUCETS ARE NOT APPROVED
 - FURNISH ALL MATERIALS AND LABOR TO PROVIDE A COMPLETE FLOOR FINISH SYSTEM AS NOTED ON THESE CONSTRUCTION DOCUMENTS
 - INSTALLER TO BE RESPONSIBLE FOR REVIEWING ALL SURFACE AREAS PRIOR TO INSTALLATION OF ANY WALL OR FLOOR TILE. ANY SURFACES THAT DO NOT MEET MANUFACTURER'S RECOMMENDATIONS SHALL BE REPAIRED AS NECESSARY FOR PROPER INSTALLATION
 - OWNER TO SELECT ALL FLOOR MATERIAL COLORS AND FINISHES (MEETING MUNICIPAL REQUIREMENTS)
 - A MINIMUM 3/8" COVE BASE RADIUS IS REQUIRED AT ALL FLOOR TO WALL CONDITIONS IN THE FOOD STORAGE, PREP, AND SERVICE AREAS, IN ADDITION TO ANY JANITORIAL, UTENSIL WASHING AREAS AND RESTROOMS

ISSUE DATE:	07-01-19
REVISIONS:	

JT's Corner Tap & Eatery - Unit 1026
1026 Fountain View Dr.
Carol Stream, IL 60188



www.jmadesign.com
110 W. Morse Ave
Bartlett, Illinois 60103
630 938 2702


JOB NO. 2019.010 PROJ. MGR. RSD
DRAWN: JAM CHECKED: RSD

SHEET No.

EXHIBIT B

A-1

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Donald T. Bastian, Community Development Director 
DATE: August 28, 2019
RE: **Agenda Item for the Village Board Meeting of September 3, 2019**
Intergovernmental Agreement with the City of Wheaton

PURPOSE

This purpose of this memorandum is to transmit to the Village Board, for Board action, an Intergovernmental Agreement (IGA) with the City of Wheaton. The IGA outlines the terms under which Wheaton would disconnect the parcel at the northeast corner of Geneva and Schmale Roads in exchange for Carol Stream sharing a portion of the sales tax revenue generated by a proposed gas station/convenience store redevelopment.

DISCUSSION

Approximately 18 months ago, a developer approached the Village regarding their interest in redeveloping multiple parcels at the northeast corner of Geneva and Schmale Roads with a gas station and convenience store. However, the proposed redevelopment site consists of one parcel currently in the City of Wheaton and one parcel currently in the Village of Carol Stream. This presents various challenges with respect to the review and granting of zoning approvals, issuance of building permits, and revenue distribution from the new development. Staff from both municipalities initially met and agreed it would be best for the redevelopment to move forward within only one municipality. The Village has maintained that the redevelopment should be in Carol Stream since the surrounding properties to the north and east of the redevelopment site are in Carol Stream. Over the past several months, options for 'incentivizing' Wheaton to disconnect the corner parcel, thereby allowing it to be annexed to Carol Stream, have been discussed.

The Village Attorney and staff have developed an IGA stipulating that in exchange for Wheaton disconnecting the corner parcel, Carol Stream would share sales tax revenue from the development based on the proportionate share of the area of the redevelopment site currently located in each municipality. Based on the site plan attached to the IGA, 45.58% of the site is currently in Wheaton and 54.42% of the site is currently in Carol Stream. The revenue sharing would be limited to retail sales tax and home rule sales tax, and would not include sharing of Carol Stream's local motor fuel tax. The IGA also does not obligate the Village to share any new revenues that the Village may implement in the future. The Wheaton City Council approved the IGA at its meeting on August 19, 2019.

Should the Village Board approve the IGA, we anticipate that the developer will submit an application for annexation and formal development approvals in short order. Should the Village approve the annexation agreement and formal development approvals, the developer would then file the petition with the City of Wheaton to disconnect the property, and file the petition to annex the property to Carol Stream.

RECOMMENDATION

Staff recommends approval of the IGA with the City of Wheaton. Should the Village Board concur, they should adopt the necessary Resolution approving the IGA.

u:\village manager\vb memos\wheaton iga.docx

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND THE CITY OF WHEATON FOR DISCONNECTION, ANNEXATION AND REVENUE SHARING FOR PARCELS TO BE REDEVELOPED AT THE NORTHEAST CORNER OF GENEVA ROAD AND SCHMALE ROAD
(2201 N. MAIN ST. WHEATON - P.I.N. 05-04-305-006 AND
431 E. GENEVA ROAD CAROL STREAM - P.I.N. 05-04-305-009)**

WHEREAS, the Village of Carol Stream (“Village”) and City of Wheaton (“City”), DuPage County, Illinois, are Illinois Home Rule municipalities pursuant to provisions of Article VII, Section 6, of the Illinois Constitution, 1970, and as such the Village may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Village and City are authorized by the 1970 Illinois Constitution to contract with each other; and

WHEREAS, the Village and City have determined it is in the best interests of the residents of the Village and City that redevelopment of the northeast corner of Geneva Road and Schmale Road occur to increase the economic vitality of said intersection; and

WHEREAS, a proposal has been received that would involve redevelopment of parcels currently located in the Village and City; and

WHEREAS, redevelopment of the parcels under one municipal jurisdiction is efficient and desirable; and

WHEREAS, to effectuate the redevelopment under one municipality, the City of Wheaton agrees to the disconnection of one parcel, and the Village of Carol Stream agrees to the annexation of said parcel; and

WHEREAS, in consideration of the City disconnecting the parcel, the Village agrees to share certain sales tax revenue generated by the business on the redeveloped parcels; and

WHEREAS, an intergovernmental agreement has been developed setting forth the conditions of the disconnection, annexation and revenue sharing; and

WHEREAS, the Wheaton City Council approved Resolution R-2019-81 on August 19, 2019, authorizing the execution of the aforementioned intergovernmental agreement between the City and Village.

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

SECTION 1: Approval is hereby given to an intergovernmental agreement between the Village of Carol Stream and City of Wheaton, such document being attached to and made a part of this Resolution as Exhibit "A".

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 3rd DAY OF SEPTEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF CAROL STREAM AND THE CITY OF WHEATON**

THIS AGREEMENT is made and entered into this ___ day of _____, 2019, by and between the Village of Carol Stream, an Illinois home rule municipality, (hereinafter "Carol Stream") and the City of Wheaton, an Illinois home rule municipality (hereinafter "Wheaton"). Carol Stream and Wheaton are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, provides that in furtherance of the exercise of their powers, units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not otherwise prohibited; and

WHEREAS, the Illinois Intergovernmental Cooperation Act provides that a public agency may jointly exercise or combine any power, privilege, function or authority with other public agencies, 5 ILCS 220/1 *et seq.*; and

WHEREAS, Carol Stream and Wheaton are both units of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois and are both public agencies as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/2; and

WHEREAS, Carol Stream and Wheaton are both home rule units of government under subsection (a) of Section 6 of Article VII of the Constitution of the State of Illinois and may exercise any power and perform any function pertaining to their government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, their home rule authority and other applicable law, Carol Stream and Wheaton are authorized to enter into binding legal agreements involving the disconnection and annexation of properties; and

WHEREAS, the real property located at 2201 N. Main Street, Wheaton, Illinois and legally described in Exhibit A, attached hereto and made a part hereof, and hereinafter referred to as "Parcel A", is located within the corporate limits of the City of Wheaton, Illinois; and

WHEREAS, the real property located at 431 Geneva Road, Carol Stream, Illinois and legally described in Exhibit B, attached hereto and made a part hereof, and hereinafter referred to as "Parcel B", is located within the corporate limits of the Village of Carol Stream, Illinois; and

WHEREAS, the owner and the developer of Parcel A and Parcel B desire to develop both Parcel A and Parcel B within Carol Stream as a gas station, convenience store and car wash as generally depicted upon the site plan attached hereto as Exhibit C; and

WHEREAS, the owner of Parcel A desires to file a petition with the City Clerk of Wheaton requesting that Parcel A be disconnected from Wheaton as provided in Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24; and

WHEREAS, the owner of Parcel A desires to file a petition with the Village Clerk of Carol Stream requesting that upon disconnection Parcel A from Wheaton, Parcel A be annexed to Carol Stream; and

WHEREAS, in consideration of the disconnection of Parcel A from Wheaton and the annexation of said Parcel A to Carol Stream, Carol Stream has agreed to share certain sales tax revenue generated from the development of the gas station, convenience store and car wash on Parcels A and B with Wheaton as set forth in this Agreement (Parcels A and B are sometimes collectively referred to herein as the "Development Property"); and

WHEREAS, the Board of Trustees of Carol Stream and the City Council of Wheaton, have each determined that it is in the best interests of their respective municipalities to enter into this Agreement.

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

1. **Incorporation of Recitals.** The recitals as set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Disconnection of Parcel A.** Upon receipt of a written petition to disconnect Parcel A, signed by the owners of record of said Parcel A, (hereinafter the "Disconnection Petition") and accompanied by a Plat of Disconnection, Wheaton shall take all steps necessary and proper to disconnect Parcel A from the corporate limits of Wheaton in accordance with Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24. The City Council of Wheaton shall adopt an Ordinance disconnecting Parcel A not less than thirty (30) days nor more than sixty (60) days from the date the Disconnection Petition is filed with Wheaton. Within ten (10) days of the adoption of the Ordinance disconnecting Parcel A, Wheaton shall record the Ordinance and Plat of Disconnection with the Recorder of Deeds of Du Page County and shall provide notice of the disconnection to the County Clerk and the election authority of DuPage County. Wheaton shall also provide a certified copy of the recorded Ordinance and Plat of Disconnection to Carol Stream within said ten (10) day period.

3. **Annexation of Parcel A.** Upon the disconnection of Parcel A from Wheaton and upon receipt of a written petition to annex Parcel A, signed by the owners of record of said Parcel A and accompanied by a Plat of Annexation, Carol Stream shall take all steps necessary and proper to annex Parcel A into the Village of Carol Stream in accordance with Section 7-1-24 of the Illinois Municipal Code, 65 ILCS 5/7-1-24. Wheaton agrees that it waives any right to directly or indirectly challenge or otherwise contest the validity of the annexation of Parcel A by Carol Stream. Wheaton further agrees not to make any requests, formal or informal, to any third party for that third party to challenge the validity of the Carol Stream annexation of Parcel A.

4. **Jurisdiction over Parcel A.** Upon the disconnection of Parcel A from Wheaton and the annexation of said Parcel A to Carol Stream, Carol Stream shall have full and complete jurisdiction over Parcel A.

5. **Jurisdiction over Main Street/Schmale – Geneva Road Intersection.** The Parties acknowledge that notwithstanding the disconnection of Parcel A from Wheaton, Wheaton shall continue to have public safety jurisdiction over the intersection Main Street/Schmale – Geneva Road.

6. **Continuation of Services.** Notwithstanding the disconnection of Parcel A from the City of Wheaton, Wheaton agrees to continue to provide the following services to as set forth herein:

- A. Water service under the same terms and conditions as provided prior to disconnection until such time as Parcel A connects to the Carol Stream water system, but for no longer than 365 days.
- B. Fire and paramedic service until such time as Parcel A is annexed to the Carol Stream Fire Protection District. Carol Stream shall require that the annexation agreement between the owner and Carol Stream provide that the owner shall simultaneously petition the Carol Stream Fire Protection District for the annexation of Parcel A.

7. **Development.** Pursuant to the petition of the owner of Parcel A, Carol Stream shall conduct all necessary hearings in order to provide for the development of a gas station, convenience store and Car Wash upon the Development Property. Carol Stream agrees to employ reasonable and good faith efforts to cooperate with the Owner and to process and consider in an expedited manner all applications for development approval of a gas station, convenience store and car wash, in accordance with the applicable ordinances of Carol Stream and the laws of the State of Illinois.

8. **Revenue Sharing.** Subject to the terms and conditions of this Agreement, Carol Stream undertakes to share certain Sales Tax Revenue (as defined herein) received by Carol Stream from sales determined by the Illinois Department of Revenue ("IDOR") to have been generated from business transactions upon the Development Property and which may be properly distributed to Carol Stream. The term "Sales Tax Revenue" shall mean the net local portion of taxes imposed by the State of Illinois for distribution to Carol Stream pursuant to the Retailers' Occupation Tax Act, 35 ILCS 120/1 et seq. and the Service Occupation Tax Act, 35 ILCS 115/1 et seq., and the net portion of tax imposed, from time to time, by Carol Stream pursuant to the Home Rule Municipal Retailers' Occupation Tax Act, 65 ILCS 5/8-11-1 and the Home Rule Municipal Service Occupation Tax Act, 65 ILCS 5/8-11-5, which are collected by the State of Illinois from sales upon the Development Property and distributed by the IDOR to Carol Stream.

8.1 **Quarterly Payments.** Beginning upon the date that Carol Stream first receives from the IDOR Sales Tax Revenue generated from the Development

Property, Carol Stream shall share said Sales Tax Revenue with Wheaton in an amount equal to 45.58 per cent (45.58%) of such Sales Tax Revenue received from the IDOR. (45.58 per cent (45.58%) represents Parcel A's percentage of the Redevelopment Parcel.)

8.2 Payment Schedule. Carol Stream shall pay the portion of the Sales Tax Revenue to be provided to Wheaton on a quarterly basis within thirty (30) days of the end of each fiscal quarter (April 30, July 31, October 31, January 31); provided, that Carol Stream has received the Sales Tax Revenue for such fiscal quarter from the IDOR. If the Sales Tax Revenue is not received because of a delay by the State of Illinois or the IDOR, then Quarterly Payments shall be due and payable by Carol Stream within thirty (30) days after the date Carol Stream actually receives the Sales Tax Revenue from the IDOR. To the extent authorized and approved by IDOR, Carol Stream agrees to provide supporting documentation of the amount remitted to the Wheaton. In the event that IDOR issues any corrections, reversals or tax credits for taxes determined by IDOR to have been not properly remitted to Carol Stream, adjustments will be made in the subsequent quarterly payment made to Wheaton, with supporting documentation of the adjustment provided to Wheaton.

8.3 Carol Stream's Obligations Limited to Sales Tax Revenue. Carol Stream's obligation to make payments to Wheaton hereunder constitute a limited obligation of Carol Stream payable solely from amounts available from Sales Tax Revenue that is remitted to Carol Stream from the IDOR as a result of business transactions occurring upon the Development Property from the gas station, convenience store and car wash. Carol Stream's obligation shall not include any other taxes imposed by Carol Stream or received by Carol Stream from the State of Illinois or otherwise and shall not constitute a general obligation or indebtedness of Carol Stream and shall not give rise to any pecuniary liability of Carol Stream or a charge against its general credit or taxing power.

8.4 No Recourse. No recourse under or upon any obligation, covenant or condition of this Section 8, or for any claim based thereon or otherwise related thereto, shall be had against Carol Stream, or its officers, officials, agents and/or employees, for any consequential damages or in any amount in excess of any specific sum agreed by Carol Stream to be paid to Wheaton hereunder, subject to the terms and conditions set forth herein, and no liability, right or claim at law or in equity shall attach to, or shall be incurred by, Carol Stream, or its officers, officials, agents and/or employees, in excess of such amounts and any and all such rights or claims of Wheaton against Carol Stream, or its officers, officials, agents and/or employees for consequential damages are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by Carol Stream.

8.5 Change in Law. If any other governmental or legislative body enacts any law, statute, or rule or regulation which results or may result in any material change or

amendments to the Retailers' Occupation Tax Act, 35 ILCS 120/1 et seq., the Service Occupation Tax Act, 35 ILCS 115/1 et seq., the Home Rule Retailers' Occupation Tax, 65 ILCS 5/8-11-1, or Home Rule Municipal Service Occupation Tax, 65 ILCS 5/8-11-5, which changes or amendments prohibit Carol Stream from complying with this Agreement, or which law, statute, rule or regulation affect Carol Stream's ability to comply this Agreement, then the obligation to make payments of Sales Tax Revenue shall cease and terminate.

9. **Notices.** Notice or other writings which any Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Carol Stream:

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

If to Wheaton:

City Manager
City of Wheaton
303 W. Wesley Street
Wheaton, IL. 60187

or to such other address or other individuals as either Party may from time to time designate in a written notice to the other Party. The effective date of notice for personal delivery shall be the date of delivery and for certified mail shall be three (3) days after mailing.

10. **Headings.** The headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

11. **Entire Agreement.** The Parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the Parties, both of which are represented by independent counsel and that this Agreement is a compilation of said negotiations. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings or written or oral agreements between them regarding the subject matter of this Agreement.

12. **Cooperation and Further Assurances.** Carol Stream and Wheaton each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and take such further acts as may be reasonably required to carry out the terms and conditions of this Agreement.

13. **No Waiver of Rights.** The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights hereunder, shall not waive such rights and such Party shall have the right to enforce all such rights at any time.

14. **Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in the 18th Judicial Circuit, Du Page County, Illinois.

15. **Invalidity.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, or in the event that such court shall determine that either party does not have the power to perform any such provision, the entire Agreement shall be null and void.

16. **Authorization.** The Mayor and Clerk of the respective Parties hereby warrant that they have been lawfully authorized by the corporate authorities of their respective municipalities to execute this Agreement. The Parties shall, upon request, deliver to each other copies of all resolutions, ordinances or other documents required to legally evidence the authority to so execute this Agreement on behalf of the respective Parties.

17. **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties executes this Agreement as set forth below. This Agreement, however, shall become null and void and of no effect if either Party fails to approve the actions hereinabove set forth.

IN WITNESS WHEREOF, the Village of Carol Stream, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its Mayor and attested by its Clerk; and the City of Wheaton, pursuant to the authority granted by the adoption of a Resolution by its City Council, has caused this instrument to be signed by its Mayor and attested by its Clerk.

VILLAGE OF CAROL STREAM
an Illinois home rule municipal corporation

ATTEST:

By: _____
Frank Saverino, Sr., Mayor

By: _____
Laura Czarnecki, Village Clerk

CITY OF WHEATON:
an Illinois home rule municipal corporation

ATTEST:

By: 
Philip Sless, Mayor

By: 
Sharon Barrett-Hagen, City Clerk

ACKNOWLEDGMENTS

State of Illinois)
) SS
County of Du Page)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Frank Saverino, Sr. and Laura Czarnecki, personally known to me to be the Mayor and Village Clerk of the Village of Carol Stream, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2019.

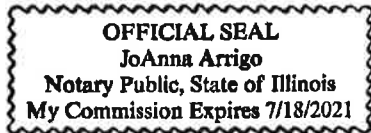
Notary Public

ACKNOWLEDGMENTS

State of Illinois)
) SS
County of Du Page)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Philip Suess and Sharon Barrett-Hagen, personally known to me to be the Mayor and City Clerk of the City of Wheaton, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the City Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 20th day of August, 2019.



JoAnna Arrigo
Notary Public

EXHIBIT A

Legal Description of Parcel A

LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 2201 NORTH MAIN STREET, WHEATON, ILLINOIS 60187

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL A
LOT ONE IN GENEVA-MAIN SUBDIVISION OF THE SOUTH 230 FEET OF THE WEST 165 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 21, 1959 AS DOCUMENT 909953, IN DUPAGE COUNTY, ILLINOIS.
COMMON ADDRESS: 2201 NORTH MAIN STREET, WHEATON, ILLINOIS 60187

EXHIBIT B

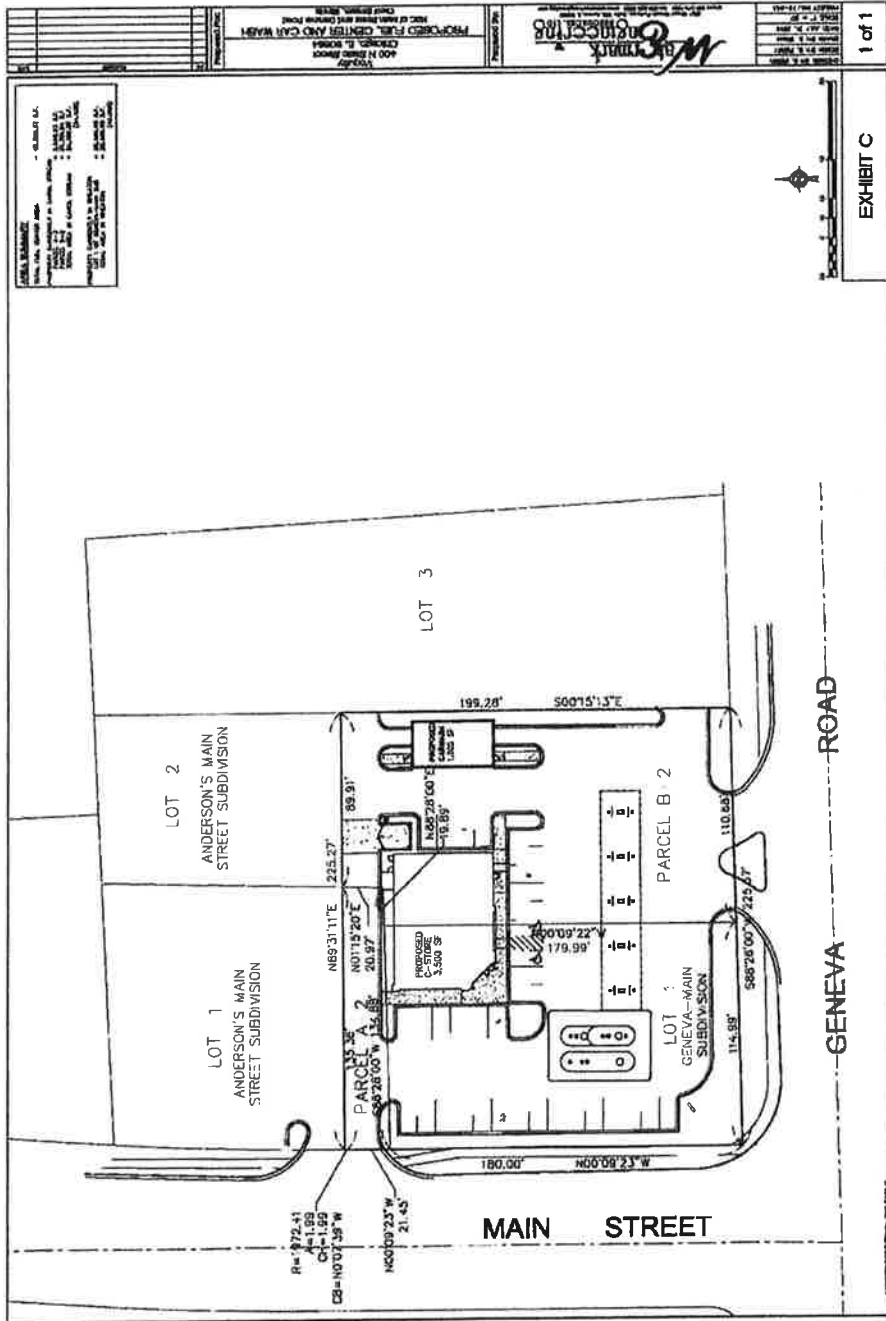
Legal Description of Parcel B

THAT PART OF LOT 2 IN ANDERSON'S MAIN STREET SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24, 1969 AS DOCUMENT R69-42683, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID ANDERSON'S MAIN STREET SUBDIVISION; THENCE NORTH 00 DEGREES 09 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 21.45 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG SAID WEST LINE, BEING A CURVE CONCAVE EASTERLY, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1972.41 FEET, A CHORD BEARING OF NORTH 00 DEGREES 07 MINUTES 39 SECONDS WEST, A CHORD LENGTH OF 1.99 FEET, AN ARC LENGTH OF 1.99 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 11 SECOND EAST, 135.36 FEET TO THE EAST LINE OF SAID LOT 1, SAID EAST LINE ALSO BEING THE WESTERLY LINE OF LOT 2 IN SAID ANDERSON'S MAIN STREET SUBDIVISION, FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 31 MINUTES 11 SECOND EAST ALONG THE EASTERLY EXTENSION OF THE LAST DESCRIBED COURSE, 89.91 FEET TO THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 15 MINUTES 13 SECONDS EAST ALONG SAID EAST LINE, 199.28 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 88 DEGREES 28 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 110.68 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 09 MINUTES 22 SECONDS WEST ALONG THE WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 179.99 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE NORTH 88 DEGREES 28 MINUTES 00 SECONDS EAST ALONG SAID WESTERLY LINE, 19.89 FEET TO AN ANGLE POINT IN SAID WESTERLY LINE; THENCE NORTH 01 DEGREE 15 MINUTES 20 SECONDS EAST ALONG SAID WESTERLY LINE, 20.97 FEET TO THE POINT OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 431 GENEVA ROAD, CAROL STREAM, ILLINOIS 60188

Exhibit C



SCALE BAR
1" = 100'
1" = 200'
1" = 300'
1" = 400'
1" = 500'

PROPOSED PLAN, CENTER AND C&M
400 N. BROAD STREET
CHICAGO, IL 60604
4/18/2018
10:00 AM
10:00 AM

REVISIONS
NO. DATE BY
1 04/18/2018 JLD
2 04/18/2018 JLD
3 04/18/2018 JLD
4 04/18/2018 JLD

PROJECT INFORMATION
PROJECT NO. 18-001
CLIENT: ANDERSON'S MAIN STREET SUBDIVISION
DATE: 4/18/2018
SCALE: AS SHOWN

EXHIBIT C
1 of 1

MEMORANDUM

**TO: Mayor and Board of Trustees
Robert Mellor, Village Manager**

FROM: James A. Rhodes, Village Attorney

DATE: August 23, 2019

**RE: Resolution Approving a Master License Agreement for the
Collocation of Small Wireless Facilities Located Within the Carol
Stream Municipal Rights-Of-Way**

I have enclosed the following Resolution for your review, consideration and approval:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE CAROL STREAM MUNICIPAL RIGHTS-OF-WAY; and
2. Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-Of-Way – Village of Carol Stream/ Chicago SMSA Limited Partnership, an Illinois Limited Partnership, d/b/a Verizon Wireless

The Village of Carol Stream ("Village") has previously enacted Chapter 12, Article 7 of the Village's Code of Ordinances ("Small Wireless Facilities") governing the deployment of Small Wireless Facilities within the Village. Article 7 anticipated the adoption of written attachment agreements with individual telecommunications providers relative to their installation of small wireless facilities on Village infrastructure (street light poles, etc.). An attachment agreement governs a number of topics not specifically covered by the Village Code amendments, including things like the provision of electricity to the sites, what happens when a pole is damaged and the roles of the parties when poles are damaged, procedures governing abandonment of sites by providers, and more. The enclosed Master License Agreement will serve as the Village's attachment agreement with Verizon and will govern any of their small cell installations on Village infrastructure within the Village. Verizon will still be required to apply for site specific permits for individual small wireless facility sites which will be processed and reviewed pursuant to

the requirements of Article 7 ("Small Wireless Facilities") of the Code of Ordinances, the Village's adopted written design standards, and the Master License Agreement. The enclosed version of the Master License Agreement with Verizon is the result of negotiations between Klein, Thorpe and Jenkins, Ltd. ("KTJ") and Verizon on behalf of all KTJ municipal clients.

If there are any questions, please contact me.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE MUNICIPAL RIGHTS-OF-WAY (Chicago SMSA Limited Partnership d/b/a Verizon Wireless)

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act (50 ILCS 840/1 *et seq.*), acts to impose certain additional requirements on municipalities regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined small wireless facilities both within public rights-of-way and in other locations within the jurisdiction of the Village; and

WHEREAS, the deployment of small wireless facilities within the Village of Carol Stream will provide benefits to businesses and residents of the Village in the form of enhanced wireless service, including the rollout and creation of a 5G wireless network by various telecommunication providers; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream, Illinois (the "Village") has approved amendments to the Village's Code of Ordinances relative to the permitting, regulation and deployment of small wireless facilities within the Village in conformance with Public Act 100-585; and

WHEREAS, the Small Wireless Facilities Deployment Act and the amendments adopted by the Village anticipate the execution of Master License Agreements with telecommunication providers relative to the deployment of small wireless facilities on Village-owned infrastructure; and

WHEREAS, the Mayor and Board of Trustees of the Village find it to be in the best interests of the Village to approve and authorize the execution of the "Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-of-Way between the Village of Carol Stream and , Chicago SMSA Limited Partnership d/b/a Verizon Wireless a copy of which is attached hereto as Exhibit "A" and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS, AS FOLLOWS:

SECTION 1: The Mayor and Board of Trustees of the Village Carol Stream authorize the approval and execution of the attached "Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-of-Way" between the Village of Carol Stream and Chicago SMSA Limited Partnership d/b/a Verizon Wireless," ("Agreement") a copy of which is attached hereto as Exhibit "A" and made a part hereof. The Board of Trustees further authorize and direct the Mayor to execute and deliver the attached Agreement.

SECTION 2: The Mayor and Board of Trustees of the Village of Carol Stream further authorize and direct the Village Clerk and/or the Village Manager, or their designees, to transmit executed originals or certified copies of this Resolution and the Agreement to all parties that are entitled to receive such documents.

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

ADOPTED this ___ day of _____, 2019, pursuant to a roll call vote of the Corporate Authorities of the Village of Carol Stream, Illinois, as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2019, by the Mayor of the Village of Carol Stream, Illinois.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Laura Czarnecki, Village Clerk

Exhibit "A"

**MASTER LICENSE AGREEMENT
FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES
LOCATED WITHIN THE MUNICIPAL RIGHTS-OF-WAY**

Chicago SMSA Limited Partnership d/b/a Verizon Wireless

(attached)



DeWalt, Jessica <jessica.dewalt@verizonwireless.com>

West Territory Lease Approved - Carol Stream SC MLA

donotreply@verizonwireless.com <donotreply@verizonwireless.com> Mon, Aug 12, 2019 at 3:19 PM
To: "jessica.dewalt@verizonwireless.com" <jessica.dewalt@verizonwireless.com>, "michael.cogar@verizonwireless.com" <michael.cogar@verizonwireless.com>
Cc: "Jane.Collier@VerizonWireless.com" <Jane.Collier@verizonwireless.com>

West Territory Lease Approval

Approved By West Territory RE Planning Team, **08/12/2019 01:19:03 pm**

Sitename:	Carol Stream SC MLA
Sub-Market:	Illinois/Wisconsin
PS Location:	999999
Territory Review By:	Jane Collier
Document Title:	MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE CAROL STREAM MUNICIPAL RIGHTS OF WAY
Required VZW Signatory:	Director
Required VZW Approver:	Director, Executive Director,VP
Comments:	<p>MLA with Village of Carol Stream - Small Cells Rent: \$200 per year per pole. Terms: Five (5) year initial term + multiple five (5) year extensions. Escalator: None. Commencement: Full Execution. Material Risks: None. SOW: This is a Master Agreement between the City of Crystal Lake, Illinois and Verizon Wireless to establish Verizon's rights to attach to small cell facilities on the Licensor's assets. The MLA Agreement is substantially compliant with applicable state and federal law. The rate structure and other requirements appear to comply with the State Small Cell Legislation and the September 27, 2018 FCC Declaratory Ruling and Third Report and Order of \$200 per year. Specifically, the terms of the Agreement mirror the terms of SWFDA that were approved by the Deal Desk in a blanket approval and has been uploaded to NetDocs. The initial rent payment will be due within 30 days from the date Verizon commences installation of a small cell. The MLA Agreement also includes a change of law provision would allow us to amend the Agreement in the event that applicable laws change a term or provision of the agreement. I believe the change in law provision is sufficient to protect us from the risk that future changes in the law may pose to Verizon. Environmental: N/A. MLA.</p>
Record #:	107259
Assigned To:	Jane.Collier@VerizonWireless.com

Forward Approval to Region: **08/12/2019 01:19:03 pm**

[Quoted text hidden]

MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE CAROL STREAM MUNICIPAL RIGHTS OF WAY

This **MASTER LICENSE AGREEMENT** ("Agreement") is made and entered into by and between the Village of Carol Stream, an Illinois municipal corporation ("Licensor"), and Chicago SMSA Limited Partnership d/b/a Verizon Wireless, an Illinois limited partnership whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WHEREAS, the Licensor intends to promote the expansion of communications services in a manner consistent with, for example, the Small Wireless Facilities Deployment Act, the Illinois Cable and Video Competition Act, the Illinois Telephone Company Act, the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, the Simplified Municipal Telecommunications Tax Act, and Federal Communication Commission Regulations; and

WHEREAS, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018, acts to impose certain additional requirements on municipalities, including the Licensor, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined Small Wireless Facilities both within public rights-of-way and in other locations within the jurisdiction of the Licensor; and

WHEREAS, the Small Wireless Facilities Deployment Act and Chapter 12, Article 7 of the Village's Code of Ordinances, provide that Small Wireless Facilities attached to a utility pole or wireless support structure owned by the Licensor within the public rights-of-way are subject to an attachment agreement; and

WHEREAS, the Corporate Authorities of the Licensor have determined that the establishment of an attachment agreement for Small Wireless Facilities mounted on utility poles or wireless support structures owned by Licensor in public Right-of-Ways, will properly facilitate and manage the deployment of Small Wireless Facilities within the Licensor's jurisdiction; and

WHEREAS, regulation of the deployment of said Small Wireless Facilities can be accomplished through the use of site-specific permitting, managed and controlled by staff, but only after a Licensee agrees to the terms of this Agreement; and

WHEREAS, the Licensee desires to install, maintain, and operate Small Wireless Facilities in and/or upon certain of Licensor's utility poles or wireless support structures.

NOW THEREFORE, based upon the consideration recited herein and the granting of Site Specific Permits, the Licensee and the Licensor agree to abide by the terms and conditions of this Agreement as follows:

1.0 **Recitals.** The recitals set forth above are incorporated herein and made part of this Agreement as representing the intent of the Parties, and as substantive covenants and conditions.

2.0 **Definitions.**

2.1 The capitalized terms used herein, unless specifically defined within Section 2.2 of this Agreement, are the terms defined in the Small Wireless Facilities Deployment Act ("Act") and Chapter 12, Article 7 of the Village's Code of Ordinances, as amended.

2.2 The following definitions are specific to this Agreement and are not found in the Act.

"Act" shall mean the Small Wireless Facilities Deployment Act.

"Agreement" or "License Agreement" shall mean this Agreement.

"Annual License Fee" means the annual rate described in Section 6.2 of this Agreement.

"CFR" means the Code of Federal Regulations.

"Entity" means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, unit of local government, a receiver, trustee, guardian or other representative appointed by order of court, or any other legally recognized organization, whether for-profit or not-for-profit. The Licensor shall not be considered a "Person" or "Entity" for purposes of this Agreement.

"Effective Date" means the date this Agreement is executed by the last Party to sign following approval by the Licensor's Village Board.

"Law(s)" means any applicable statute, administrative or judicial act, decision, charter, code, constitution, law, opinion of a court of competent jurisdiction, court order, ordinance, policy, regulation, including procedures and the conditions of certificates as prescribed by regulation, rule, schedule, specification, rates and tariffs as established in statute, rules, or regulation, or other requirement of the Licensor or any other unit of government or agency of a unit of government having joint or separate jurisdiction over the Licensee, now or hereafter in effect, during the term of this Agreement. The term Laws includes the Licensor's Right of Way Ordinance, Chapter 12, Articles 5 and 6 of the Code of Ordinances and Small Wireless Facilities Ordinance, Chapter 12, Article 7 of the Code of Ordinances.

"Licensor Representative" means the then-current person at the Licensor that oversees administration of this Agreement, or his/her designee.

“Permit Drawing and Specifications” means documents submitted by a Licensee, in conformance with the requirements of the Licensor, for a Site-Specific Permit Application which depict the design, construction, installation, and maintenance of any Small Wireless Facility.

“Site-Specific Location” means a location which qualifies, under this Agreement, for the placement of, or which contains, Small Wireless Facilities allowed under a Site-Specific Permit.

“Site-Specific Permit or Permit” means a non-exclusive permit granted by the Licensor allowing the installation of Small Wireless Facilities at a Site-Specific Location.

“Site-Specific Permit Application” means the application for a permit for the installation of Small Wireless Facilities at a Site-Specific Location.

“Unauthorized Communication Site” means the installation of a Small Wireless Facility or Utility Pole within the corporate limits of the Licensor or the Licensor’s Comprehensive Planning Area without a permit or any Work not specifically authorized by the Corporate Authorities of the Licensor or in conformance with applicable law. An Unauthorized Communication Site shall not include any site where Licensee has, in good faith, performed Work as specifically authorized by an issued Site Specific Permit, applicable law, or otherwise authorized by the Corporate Authorities of Licensor.

“Unauthorized Installation Charge” means the penalty payable by Licensee to Licensor under this Agreement for an Unauthorized Communication Site.

“Work” means all design, construction, restoration, maintenance, removal, repair, relocation, or modification of any Small Wireless Facility, utility pole or wireless support structure installed by or on behalf of the Licensee.

3.0. Term.

3.1. **Initial and Extension Terms.** This Agreement shall apply to all Small Wireless Facilities proposed, permitted and installed at Site-Specific Locations on Utility Poles or Wireless Support Structures owned by the Licensor pursuant to Chapter 12, Article 7 of the Code of Ordinances. The initial term of this Agreement shall be 5 years (“Initial Term”) commencing on the Effective Date, unless earlier terminated in accordance with this Agreement. The term of this Agreement shall be extended for an additional 5 year period (each, an “Extension Term”) commencing on the expiration of the initial term, provided that:

- 3.1.1. Licensee has not provided the Licensor with a written notice of its intent to terminate the Agreement at the end of the initial term without renewal; and
- 3.1.2. The Licensee is in compliance with the provisions of this Agreement and applicable Laws; and
- 3.1.3. There has not been any change in the Law that materially affects the provisions of this Agreement or its enforceability

- 3.1.4. The Licensor or Licensee has not otherwise terminated this Agreement in accordance with its provisions.
- 3.1.5. The Act has not been repealed or been found to be unconstitutional by a court of law; and
- 3.1.6. The Act did not sunset on June 1, 2021.

Up to two (2) additional five (5) year extension terms (the “additional extension terms”) may be entered into by written mutual agreement of the Parties following the initial extension term, subject to 3.1.1 through 3.1.6 above, except that the notice from Licensee as specified in 3.1.1 will propose an additional extension term, and any such additional extension term shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal. The Parties acknowledge that in the event this Agreement is not renewed by mutual agreement of the Parties for a first or second additional extension term, the Parties shall enter into a new agreement applicable to site-specific permits applied for after the termination date, subject to the applicable Village Code provisions or regulations in effect at that time.

3.2 New Agreement/Holdover. A Licensee may enter into a new License Agreement with the Licensor no later than six (6) months before the expiration of the Agreement (or any extensions or additions thereof), based upon the License Agreement then in effect or in accordance with such other contract rates, terms and conditions, or ordinances that may be adopted by the Licensor from time to time. If upon expiration of the Agreement or any extension term or additional extension terms, the Parties fail to negotiate the renewal of a new License Agreement, and the Licensee fails to comply with Section 3.3, the Licensee shall be deemed to holdover and shall otherwise be liable to perform its obligations of the terms and conditions of the License Agreement as well as payment of the holdover amount set forth in Section 7.1 of this Agreement. No holdover shall exceed six (6) months.

3.3 Non-Renewal. If the Site Specific Permit is expired or is terminated, then the Licensee, at its option, shall do one of the following, except to the extent prohibited by applicable Laws:

- 3.3.1 Remove the Licensee’s Small Wireless Facilities at its sole cost and expense within sixty (60) days of the expiration date of the applicable Site Specific Permit. If the Licensee fails to remove the Small Wireless Facilities by said date, the Licensor may in its discretion remove said facility pursuant to Section 7.2 herein; or
- 3.3.2 Without cost or charge to the Licensor, abandon the Licensee’s Small Wireless Facilities in place, but only if the Licensor first approves the proposed abandonment, in writing; including conditions applicable to the abandonment. In the case of an approved abandonment in place, the Licensor may at its discretion remove said Small Wireless Facility pursuant to Section 7.2 herein; or
- 3.3.3 Sell the Licensee’s Small Wireless Facility to a qualified third-party subject to the Licensor’s prior written approval; which will not be unreasonably withheld.
- 3.3.4 Upon the occurrence of any circumstance set forth in this Section 3.3, this Agreement shall be deemed terminated except as to the indemnification

and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license term have expired. If a Small Wireless Facility has time remaining on its Site Specific Permit term, then the provisions of this Agreement remain in place during the remaining time on those Site Specific Permits but there shall be no right to an extension unless a new License Agreement is negotiated.

3.4 Termination. Except as otherwise provided herein, either party may terminate this Agreement for cause, as defined herein, upon thirty (30) days written notice sent by the non-breaching party to other party. In the event of a termination for cause, the either party may exercise its legal rights and/or equitable remedies either under this Agreement or by any other means that may be provided by law or equity, including the right, without limitation to recover any uncollected license or permit application fees that would be due and payable by the Licensee to the Licensor if this Agreement had not been terminated during the initial or extension term.

3.4.1 A termination for cause means 1) The Licensee fails to cure a material default of this Agreement within thirty (30) days after it receives the Licensor's notice of default, or, if the default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence and thereafter diligently continue such cure to completion within a reasonable period of time; or 2) Any agency exercising jurisdiction over the Licensee has by final order that is no longer subject to appeal, terminated or otherwise revoked the Licensee's approval, authorization, certification or license to provide the Wireless Services or Small Wireless Facilities; 3) The Licensee installs or causes to be installed five (5) or more Unauthorized Communication Sites during any five (5) year term. However, cooperation with other agencies/jurisdictions to comply with their laws and procedures (as set forth in Section 4.1.2 "Compliance with Laws" and Section 8.1 "Provision of Communication Services") shall not be an event of default or basis for termination, provided no installation is done before Licensor authorization. A termination or revocation that affects specific sites only will result in the termination of the applicable Site-Specific Permit(s) only, while a general termination or revocation affecting Licensee's ability to provide Wireless Services or Small Wireless Facilities in general will result in a termination of the entire Agreement.

3.4.2 Removal upon Termination for Cause. Upon establishment of termination for cause and after the expiration of the time period set out in Section 3.4.1 above, Licensor may terminate such Site Specific Permits that are the cause of the termination for cause as set forth in Section 3.4.1. If the Licensee has failed within ninety (90) days from the Effective Date of termination for cause to remove or cause removal of the Licensee's Small Wireless Facilities which are subject to the termination for cause, the Licensor may at its discretion remove said Facility pursuant to Section 7 herein.

3.5 Changes in the Law. The Parties acknowledge that Communications Services, and Wireless Services and the law associated with communications services and wireless services is evolving at the Federal, State and local level. If during the initial term or extension term the Laws are superseded, preempted, adopted, amended or repealed in a manner that is binding on the Parties and that requires the Parties to alter

existing Agreements, the Parties shall negotiate an amendment to this Agreement to the extent necessary to comply with any new Law affecting existing agreements.

4.0. **Grant and Scope of License.**

4.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Licensor grants to the Licensee and, the Licensee accepts from the Licensor, a non-exclusive license to submit Site-Specific Permit Applications to install, and, upon installation pursuant to a valid Site-Specific Permit, to use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace Licensee's Small Wireless Facilities pursuant to said permit. All rights and obligations of the Licensee under this Agreement shall be exercised by the Licensee at its sole cost and expense unless otherwise agreed to in writing by the Parties or as otherwise required by the Laws.

4.1.1. **Site-Specific Permit.** The Licensee shall prior to performing any Work to install a Small Wireless Facility, submit a Site-Specific Permit Application to the Licensor, and receive from the Licensor a Site-Specific Permit to occupy the Site-Specific Location with the Small Wireless Facilities pursuant to Chapter 12, Article 7 of the Village Code of Ordinances.

4.1.2. **Compliance with Laws.** The installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of any Small Wireless Facilities shall comply with all Laws.

4.1.3. **License Only.** Nothing in this Agreement or in a Site-Specific Permit shall be deemed to grant, convey, create, or vest in the Licensee a property right or perpetual interest in the Utility Poles, Wireless Support Structures, land or the rights-of-way of the Licensor including, without limitation, any fee interest, leasehold interest, easement, or franchise right. Any interpretation of this license or a Site-Specific Permit by a Court, which would purport to create any fee, leasehold, easement, or franchise interest in the Licensee shall, twenty-four (24) hours after such determination, result in the Licensee's forfeiture of any and all rights under this Agreement or any Site-Specific Permit.

4.1.4 **No Warranty.** Neither the Licensor, nor any existing easement holder, franchisee, or other licensee shall be liable to the Licensee for failure of the Licensor or the others to secure legal authority from a grantor of an easement affecting the installation of Small Wireless Facilities. It shall be the obligation of the Licensee to ascertain any legal right held by any servient estate of an easement affecting the proposed or existing Small Wireless Facilities and to resolve those issues with the owner of the servient estate.

4.2. **Immunities.** Nothing in this Agreement shall be interpreted to override, compromise or waive any of the Licensor's statutory or common-law privileges or immunities which are all specifically reserved. There are no third-party beneficiaries of this Agreement.

4.3. **Authorized Use.** The Licensee shall use Licensee's Small Wireless Facilities for the sole purpose of providing Communications Services and Wireless Services and may only install, use, operate, design, construct, restore, maintain, remove, repair, relocate, or modify Licensee's Small Wireless Facilities as authorized by the Site-Specific Permit and/or applicable Laws.

4.4. Control of Facilities. Licensee's Wireless Service Providers may own the equipment installed in the Small Wireless Facilities, but in no event shall Licensee allow any other Entity to control the Licensee's Small Wireless Facilities or any portion thereof for any purpose not directly related to the Licensee's provision of Communications Services or Wireless Services. Licensee shall have no authority to assign, sell or transfer a Site-Specific Permit without the written consent of the Licensor, unless such assignment, sale or transfer is made to an affiliate of the Licensee. The Licensee is at all times liable and responsible for the obligations of this Agreement. Additionally, the Licensee shall require its Wireless Service Providers to acknowledge this Agreement and that any and all Wireless Service Providers shall be responsible for complying with the terms of this Agreement and any Site Specific Permits in the event the Licensee fails to do so.

4.5. Condition of Premises. As a material part of the consideration for this Agreement, Licensee takes and accepts the Licensor's Utility Poles, Wireless Support Structures and Rights-of-Way "as is" in the condition in which the Licensee finds them, with any and all latent and patent defects and with no express or implied warranties by the Licensor of merchantability, fitness, suitability, or fitness for any particular purpose. The Licensee shall have the right to inspect the Utility Poles, Wireless Support Structures, and Rights-of-Way prior to installing the Small Wireless Facilities. The Licensor will be responsible for the regular maintenance of the Utility Poles, Wireless Support Structures and Rights-of-Way and will keep the Utility Poles, Wireless Support Structures and Rights-of-Way in good repair as required by all Laws. The Licensee shall be responsible for repairing any damage to the Rights-of-Way, Wireless Support Structures, or Utility Poles that is disturbed or damaged as a result of the installation, construction, reconstruction, use, operation, maintenance, repair, removal, reattaching, reinstallation, relocation or replacement of the Small Wireless Facilities. The Licensor shall have the right to temporarily remove or require the Licensee to temporarily remove the Small Wireless Facilities in order to maintain the Utility Poles, Wireless Support Structures and Rights-of-Way, at the Licensee's sole cost and expense. In the event that the Small Wireless Facilities are temporarily removed in accordance with the preceding sentence and such removal shall last longer than seven (7) days, Licensor will work in good faith to identify an alternative location for Licensee to temporarily locate its Small Wireless Facilities in order to minimize interruption to Licensee's business which, subject to the approval of the Licensor, may include the installation of temporary poles or other methods which are necessary for Licensee to continue providing Wireless Services.

4.6 Interruption of Service. The Licensor shall not be liable to the Licensee, its customers, or anyone else for the interruption of service of the Licensee or any interference with the operation of the Licensee's Small Wireless Facilities. Notwithstanding the foregoing, Licensor shall use its best efforts to avoid the authorization of any other Entity to install equipment of the type and frequency that will cause harmful interference, measured in accordance with then-existing industry standards, to Licensee's then-existing Small Wireless Facilities unless the interruption is for public safety purposes, local government, or other public purpose. In the event that Licensee has a good faith belief that such interference is occurring, the parties shall

work in good faith to minimize or cease the interference in a commercially reasonable manner.

4.7 Electrical. Licensee shall be permitted to connect Small Wireless Facilities to necessary electrical and telephone service, at Licensee's sole cost and expense. Licensee shall attempt to coordinate with applicable utility companies to provide separate service to Licensee's Small Wireless Facilities for Licensee's use. In the event that Licensee can obtain separate electrical service with a separate meter measuring usage, the Licensee shall pay the utility directly for its power consumption, if billed directly by the utility. In the event that separate electrical service is not possible or practical under the circumstances, Licensee may use existing service, at Licensee's sole cost and expense, upon the reasonable approval of Licensor. In the event that Licensee uses existing utility service at an individual Utility Pole or Wireless Support Structure, the Parties agree to either: i) attempt to have a submeter installed, at Licensee's expense, which shall monitor Licensee's utility usage (with a reading and subsequent bill for usage delivered to Licensee by either the applicable utility company or Licensor); or ii) provide for an additional fee in the applicable Site Specific Permit which shall cover Licensee's utility usage. The Parties agree to reflect power usage and measurement issues in each applicable Site Specific Permit.

Licensee shall be permitted at any time during the Term of each Site Specific Permit, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Utility Pole), a temporary power source, and all related equipment and appurtenances within the Utility Pole, or elsewhere on the Utility Pole in such locations as reasonably approved by Licensor. Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Utility Pole. In the event such conduits affect the life expectancy of the Utility Pole, an additional fee that reflects the replacement cost of the Utility Pole may be assessed by Licensor after providing written notice to Licensee.

4.8 General Restrictions.

4.8.1. Removal, Relocation or Replacement of Utility Pole. In the event Licensor, in its reasonable discretion deems it necessary to remove, relocate or replace a Utility Pole, Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Small Wireless Facility. In such event, Licensor shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location ("Alternative Premises"). Licensee shall be solely responsible for all costs related to the relocation of its Small Wireless Facility to the Alternative Premises. In the event that a suitable Alternative Premises cannot be identified, Licensee may terminate the applicable Site Specific Permit. In the event of an emergency, which for purposes of this Agreement shall be considered any imminent threat to health, safety and welfare of the public, Licensor must provide as much notice of the removal, relocation or replacement of a Utility Pole as reasonably practical under the circumstances.

4.8.2. Damage to Utility Pole. In circumstances where the Utility Pole is damaged, the Licensor shall have the right to remove the Utility Pole and transport the Small Wireless Facilities to the Licensor's facilities. The Licensor shall notify the

Licensee of the damaged Utility Pole as soon as reasonably practical. The Licensor shall have discretion to replace the Utility Pole, as set forth in Section 4.8.1. The Licensee shall be solely responsible for all costs related to the removal and/or reinstallation of its Small Wireless Facilities. If the utility pole needs to be replaced, and the utility pole to be replaced is or was a non-standard design or type in order to accommodate the Licensee's Small Wireless Facility, and recovery from the liable party who damaged the pole is not available, the Licensee shall be solely responsible for the incremental costs of the replacement utility pole over the cost of a standard pole.

4.8.3. Right-of-Way Only. This Agreement shall only apply to Site-Specific Permits for Small Wireless Facilities located on Licensor Utility Poles and Wireless Support Structures that are located entirely within the Right-of-Way.

5.0. Other Rights and Obligations of Licensee.

5.1. Rights and Obligations after Installation of Small Wireless Facilities. Except as set forth in this Section or as allowed by applicable Laws, should Licensee wish to modify the form, fit, or function of any Small Wireless Facility during the term of this Agreement, Licensee may request, in writing, the Licensor's approval and authorization to add, attach, install, move, repair, replace, or otherwise alter or change the Licensee's Small Wireless Facilities in a manner consistent with this Agreement and with the Act and Chapter 12, Article 7 of the Village's Code of Ordinances. All written requests for this purpose shall be filed with the Licensor's Representative, who may revise the Site-Specific Permit for such Work subject to appropriate reasonable conditions, or require a new permit. All Work on the Utility Poles shall comply with the applicable Laws, including the Municipal Code.

5.1.1. Routine Maintenance The Licensee shall not be required to obtain approval or a permit to perform routine maintenance. However, the Licensee shall notify the Licensor, in writing, of any routine maintenance at least forty-eight (48) in advance of the maintenance. Written notice of routine maintenance shall be provided as set forth in Section 13.19, by phone to (630) 871-6220 or by e-mail transmission to engineering_services@carolstream.org.

5.1.2. Replacement of Small Wireless Facilities If the Licensee is seeking to replace a Small Wireless Facility with a Small Wireless Facility that is substantially similar and the same size, or smaller, than the existing Small Wireless Facility, the Licensee does not need to receive written authority or any additional permits from the Licensor. At least ten (10) days prior to the planned replacement, the Licensee shall notify the Licensor of the planned replacement and provide the Licensor with (i) the equipment specifications for the replacement of equipment, which shall include the equipment type and model numbers for the antennas and all other wireless equipment associated with the replacement Small Wireless Facility; and (ii) information sufficient to establish that the replacement Small Wireless Facility is substantially similar. The Licensee shall provide all information necessary and requested by the Licensor to establish to the Licensor that the replacement Small Wireless Facility is substantially similar.

5.1.3. Micro Wireless Facilities The installation, placement, maintenance, operation, or replacement of Micro Wireless Facilities, as defined in the Act, that are

suspended on cables that are strung between existing utility poles in compliance with applicable safety codes do not require an application or authorization from the Licensor. However, the Licensee shall still notify the Licensor, in writing, of any work on Micro Wireless Facilities under this subsection at least forty-eight (48) in advance of that work.

5.1.4 Traffic Plan If any of the work performed in this Section involves activities that affect traffic patterns or require lane closures, the Licensor may require the Licensee to obtain a Right-of-Way permit.

5.2. Due Care. Licensee shall at all times use due care to insure that no damage, beyond reasonable wear and tear, is caused to Utility Poles, Wireless Support Structures, Rights-of-Way, or Licensor Facilities, conduits, or any other portion of the Licensor's or others' property, including but not limited to: ground surfaces, landscaping, paved surfaces, swales, sewer drainage features, fibers, wires, cables, poles and/or conduits lawfully located on or about Utility Poles, or other physical structures on which the Licensee intends to attach and/or install Licensee's Small Wireless Facilities. Any damage which is caused by the Licensee shall be reported to the Licensor's emergency contact listed in Section 13.19 herein and in writing to the affected Party within forty-eight (48) hours of the damage. Licensee shall install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace its Small Wireless Facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement, and applicable Laws. Licensee shall ensure that its employees, agents or contractors that perform work in connection with its Small Wireless Facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

5.3. Identification of Facilities. Licensee shall identify its Small Wireless Facilities, including, without limitation, its fibers, wires, and cables and equipment enclosures with appropriate durable visible identification tags that describe the Licensee's name, number, color, identification, code, size, and manufacture of Licensee's Small Wireless Facilities. Licensee shall consult with the Licensor Representative to make certain that such identification tags are specific to the Licensee so as not to be confused with other Entities lawfully within the area of Licensee's Small Wireless Facilities. Licensee shall comply with J.U.L.I.E protocol and shall have sole responsibility to locate Licensee's Small Wireless Facilities. Upon a change in ownership or control of Small Wireless Facilities, the new Entity shall provide updated identification tags within fourteen (14) days.

5.4. Interference. Licensee agrees that its license is subject at all times to the Licensor's right to use its Utility Poles and Wireless Support Structures as set forth in this Agreement. The Licensee's operation of Small Wireless Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, both present and future frequencies. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. In the event any after-installed Licensee's Small Wireless Facilities cause such interference, and after Licensor has notified Licensee in writing of such interference, Licensee, at its sole expense, will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not

limited to, powering down such Small Wireless Facilities and later powering up such Small Wireless Facilities for intermittent testing. The Licensor may terminate a permit for a Small Wireless Facility based on such interference if the Licensee is not making a good faith effort to remedy the problem. With respect to interference with public safety frequencies, good faith effort must be action in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

5.4.1 Subject to the provisions of Section 5.4, Licensee agrees to use its best efforts to minimize any interference caused by its Small Wireless Facilities to any of Licensor's or other Entity's equipment which has been installed prior to Licensee's install of its Small Wireless Facility. In the event that Licensor has a good faith belief that Licensee's Small Wireless Facilities are causing interference in accordance with this Section 5.4.1, the parties shall work in good faith to minimize or cease the interference in a commercially reasonable manner.

6.0. Costs and Application Process

6.1. **Make Ready Work:**

6.1.1. For Licensor's Utility Poles that support aerial facilities used to provide communications services or electric service, the Licensee shall comply with the process for make-ready work under 47 U.S.C. 224 and its implementing regulations. The Licensee shall be responsible for all costs associated with make-ready work. The good faith estimate of the municipality for any make-ready work necessary to enable the Utility Pole to support the requested collocation shall include municipality pole replacement, if necessary.

6.1.2. For Licensor's Utility Poles that do not support aerial facilities used to provide communications services or electric service, the Licensor shall prove a good-faith estimate for any make-ready work necessary to enable the Utility Pole to support the requested collocation, including pole replacement, if necessary, and shall provide the good faith estimate within ninety (90) days after receipt of a complete application. The Licensee shall be responsible for all costs associated with make-ready work.

6.1.3. Fees for make-ready work, including any Licensor Utility Pole replacement, shall not exceed actual costs or the amount charged to Communications Providers for similar work. Make-ready work can include fees and expenses incurred for review by consultants, unless the Licensor's Utility Pole does not support aerial facilities used to provide communications services or electric service.

6.1.4 Make-ready work may include work needed to accommodate additional public safety communications needs that are associated with the deployment of public safety equipment for attachment within one (1) year of the application.

6.2. **Annual License Fee.** The Licensees shall pay, on an annual basis, an Annual License Fee for each Site-Specific Location in the amount of \$200 or an amount allowed by applicable law and set forth in the Village's Small Wireless Facilities

Ordinance. In establishing The Annual License Fee, Licensor shall comply with applicable Laws.

6.3 Timing of Annual License Fee Payments. Upon the final inspection of a Site-Specific Permit the Licensee shall pay the full Annual License Fee for that Site-Specific Location. Annual License Fees, for all Site-Specific Locations, shall thereafter be due and payable by the Licensee on January 1st of each year.

6.4 Late Payment Interest. Any Annual License Fees not paid within 60 days of due date will be assessed a rate of 10% per annum from the due date.

6.5 Failure to Pay. Licensee's failure to pay any costs or Annual License Fees under this Agreement within thirty (30) days of the due date shall constitute a material default. Licensee's obligation to pay all previously incurred costs, fees, and Right-of-Way fees shall survive the expiration or earlier termination of this Agreement. If a failure to pay has not been cured within thirty (30) days of the due date, the Licensee shall remove Licensee's Small Wireless Facilities within the timeframe specified in Section 3.3.1. Licensee's failure to remove within the time required will authorize the Licensor at its discretion to remove said facility pursuant to Section 7 herein.

6.6 Application Process. Licensee shall submit applications for Site Specific Permits in accordance with the requirements of applicable Laws, including the Village's Code of Ordinances. Licensor shall process requests for the collocation of Small Wireless Facilities or Site Specific Permits in accordance with the requirements of applicable Laws, including the Village's Code of Ordinances.

7.0 Removal of Small Wireless Facilities

7.1. Licensee's Obligation to Remove. The Licensee has an obligation to remove its Small Wireless Facilities, and restore the Utility Pole, Wireless Support Structures, and Rights-of-Ways to their original condition, reasonable wear and tear and casualty damage excepted. This obligation arises: (1) upon the termination or expiration of any Site Specific Permit; (2) when the Licensee is no longer using a Small Wireless Facility to provide Wireless Services; or (3) when the Licensee abandons the Small Wireless Facilities. All of the equipment and Small Wireless Facilities of the Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If Licensee remains on the Property after termination of the Site Specific Permit for a period of less than six months, Licensee shall pay a holdover fee in the amount of \$250 per year until such time as the removal of the Small Wireless Facilities is completed. If Licensee remains on the Property for more than six months after termination of the Site Specific Permit, Licensee shall pay a holdover fee in the amount of \$250 per month until such time as the removal of the Small Wireless Facilities is completed. The Licensor shall have the authority at any time to order and require Licensee to remove and abate any Small Wireless Facilities that are in violation of applicable Laws.

7.2. Licensor's Authority to Remove Small Wireless Facilities. In the event that the Licensee fails to remove a Small Wireless Facility within ninety (90) days from the termination or expiration of a Site Specific Permit, or from the date of written notice from the Licensor demanding the removal for abandonment as specified in the Village's Small Wireless Facilities Ordinance, the Licensor shall have the right to take such action as it deems necessary to remove the Small Wireless Facility, including the authority to engage the services of an independent contractor or through any code provisions regarding the abatement of nuisances. All notices of removal or abandonment shall be sent by certified or registered mail, return receipt requested, by the Licensor to the Licensee at the last known address of the Licensee. The Licensee shall pay the Licensor, within thirty (30) days the Licensor's actual and reasonable cost of removal of the Small Wireless Facility and for any other losses or damages incurred by the Licensor by such undertaking. This obligation shall survive termination or expiration of this Agreement. Alternatively, pursuant to the requirements of the Municipal Code, the Licensor may use any bond or letter of credit deposited by the Licensee to cover the cost of any removal. If the Licensor removes the Licensee's Small Wireless Facility in accordance with this Agreement, the Licensor shall, where practical, take possession of and hold the Small Wireless Facility at its facilities for a period up to 30 days and notify Licensee that it may take possession of such Small Wireless Facilities from Licensor's facilities at any time prior to the expiration of that time period. The Licensor shall have no obligation to pay or reimburse the Licensee for any Small Wireless Facility removed by the Licensor in accordance with this Agreement.

8.0. Installation and Replacement of Small Wireless Facilities.

8.1. Provision of Communication Service. This Agreement shall include new types of Small Wireless Facilities that may evolve or be adopted using wireless technologies. Licensee shall, at its expense, comply with all Laws in connection with the use of the Rights-of-Ways or other property. For Site-Specific Locations in the Right of Way, said locations may be used by Licensee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities approved by a Site-Specific Permit by the Licensor from time to time for Communication Services or Wireless Services, and not for any other purpose whatsoever.

8.2. Ongoing Inspections. The Licensor shall have the ongoing right to inspect any Site-Specific Location or Work related to the Licensee's Small Wireless Facilities as it deems appropriate.

8.3. Unauthorized Installation Charge. No action or inaction by the Licensor with respect to unauthorized use of any Right-of-Way or other Licensor property shall be deemed to be a ratification of an unauthorized use or waiver of any provision of this Agreement.

8.4. Removal. Licensee may in its discretion remove its Small Wireless Facilities at its own cost and expense provided that it has given the Licensor Representative notice of the removal and has been issued any necessary permits to do

so. Upon removal, Licensee shall not be responsible for the payment of any future Annual License Fee, however, the Licensee shall not be entitled to any refund for License Fees previously paid.

8.5. Failure to Restore or Remove. The Licensor may, in accordance with the terms of this Agreement or as otherwise authorized by law, at the Licensee's sole cost and expense, remove Small Wireless Facilities or cause their removal without liability on the part of the Licensor, and the Licensee shall pay the Licensor, within thirty (30) days, the Licensor's actual and reasonable cost of removal and for any other losses or damages incurred by the Licensor by such undertaking. This obligation shall survive termination or expiration of this Agreement.

9.0 Indemnity, Waiver, Risk of Loss.

9.1. Licensee Indemnification. The Licensee agrees to defend, indemnify and hold the Licensor and its elected and appointed officials and officers, employees, agents and representatives (the "Indemnified Parties") harmless from and against any and all injuries, claims, demands, judgments, damages, liability, losses and expenses, including reasonable attorney's fees and costs of suit or defense from personal injury, bodily injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Licensor's Utility Poles or Rights-of-Way associated with such improvements by the Licensee or its employees, agents, contractors, subcontractors, arising out of the rights and privileges granted under applicable Laws or this Agreement; provided, however that the Licensee has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Licensor or its employees or agents.

9.2. Waiver. The waiver by a Party of any breach or default or violation of any provision, by any other party, shall not be deemed to be a waiver or continuing waiver by that Party of any subsequent breach or default or violation of the same or any other provision.

9.3. Risk of Loss. The Licensee shall assume all responsibility for promptly reimbursing the Licensor, or its franchisees, for any of their losses or expenses associated with damages caused by the acts or omissions of the Licensee, its employees, agents and/or contractors or subcontractors in the Rights-of-Way, including without limitation to any poles or conduits, sewers, gas, water, electric lines, fiber or cable communication lines, caused by the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of the Licensee's Small Wireless Facilities. The Licensee shall provide immediate notification to the Licensor or the affected Entity upon the occurrence of any such damage.

9.4. Limitation. Notwithstanding the foregoing, neither Party shall have any liability to the other under this Agreement or otherwise for special, punitive or consequential damages, including without limitation, damages for lost profits or business interruption.

10.0 Insurance Requirements and Securities.

10.1. The Licensee's financial integrity is of interest to the Licensor; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage, which will satisfactorily insure the Licensee and, where appropriate, the Licensor against claims and liabilities which may arise out of the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities. Such insurance shall be issued by companies licensed to do business in the State of Illinois, with an A.M. Best's rating of no less than A-VII, and subject to the approval by the Licensor, not to be unreasonably withheld or delayed, unless the Licensee is self-insured.

10.1.1 At all times during the period in which a wireless provider's facilities are located on village infrastructure, improvements or in Right-of-Way, the wireless provider shall, at its own sole cost and expense, carry the following insurance coverages:

(A) Property insurance for its property's replacement cost against all risks;

(B) Workers' compensation insurance within statutory limits as required by law; and

(C) (1) Commercial general liability insurance with respect to its activities on the village infrastructure, improvements or rights-of-way, including coverage for bodily injury and property damage, with limits of: Ten million dollars (\$10,000,000) per occurrence for bodily injury and property damage and Ten million dollars (\$10,000,000) general aggregate.

(2) The wireless provider shall include the Indemnified Parties as additional insureds on a primary and non-contributory basis, as their interest may appear under this Agreement and applicable Laws, on the commercial general liability policy and shall provide the Licensor with certificates of insurance on ACORD form or its equivalent, and blanket additional insured endorsements in a form reasonably acceptable to the Licensor, as proof of inclusion of the Indemnified Parties in a commercial general liability policy prior to the collocation of any Small Wireless Facility, and shall keep updated certificates and blanket additional insured endorsements proof of inclusion on file with the village at all times that the provider maintains Small Wireless Facilities within the village.

(D) A wireless provider may self-insure all or a portion of the insurance coverage and limits required by the village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement that the village be named an additional insured. A wireless provider that self-insures shall provide to the village evidence sufficient to demonstrate its financial ability to self-insure the insurance limits required by the village.

10.1.2. The insurance required shall be maintained by the Licensee throughout the terms of the Agreement, and such other period of time during which the Licensee is operating without a license hereunder, or is engaged in the removal of its Small Wireless Facilities.

10.1.3. Not later than thirty (30) days prior to any cancellation of the insurance required, the Licensee shall obtain and furnish to the Licensor certificates of insurance evidencing replacement of the required insurance policies. Licensee shall also provide the Licensor with thirty (30) days prior written notice of any such cancellation.

11.0. **Emergency Contacts.**

11.1. **Licensee's Duty to Maintain Current Emergency Contacts.** Licensee will maintain the emergency contact information current at all times with the Licensor Representative.

12.0. **Representations and Warranties.**

12.1. **Representations and Warranties of the Parties.** As of the Effective Date, each Party represents and warrants to the other Party that:

- 12.1.1. It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation;
- 12.1.2. The execution, delivery, and performance of this Agreement and its exhibits are within its powers, have been duly authorized by all legally necessary actions, and do not violate any of its governing documents, any contracts with any joint owners to which it is a party, or any Law;
- 12.1.3. This Agreement and its exhibits and any other document executed and/or delivered in accordance with this Agreement constitute a legally valid and binding obligation, enforceable against it in accordance with its covenants, terms, conditions, and provisions;
- 12.1.4. It has not filed and it is not now contemplating the filing for bankruptcy protection and, to its knowledge, no action is threatened against it which would result in it being or becoming bankrupt;
- 12.1.5. There is not, to its knowledge, pending or threatened against it or any of its affiliates, any legal or administrative proceedings that could materially and adversely affect its ability to perform its obligations under this Agreement; and
- 12.1.6. No "event of default" or potential "event of default" with respect to it has occurred or is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement.

12.2 **Representations and Warranties of the Licensee.** The Licensee represents and warrants to the Licensor that:

- 12.2.1. The Licensee has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the Communications Service and Wireless Service; and
- 12.2.2. The Licensee is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises; and
- 12.2.3. There is not pending or, to the Licensee's knowledge, threatened against the Licensee or its parent corporation or any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises; and
- 12.2.4. All Work to be performed by the Licensee pursuant to this Agreement will be (i) performed in a good and workmanlike manner, consistent with any Permit specifications, manufacturer's specifications, prevailing industry

standards, applicable Laws, and the provisions of this Agreement, and (ii) that it will be free from defects.

13.0. **Miscellaneous Provisions.**

13.1. **No Bar to Other Relief.** Nothing contained in this Agreement will prevent or otherwise restrict either Party from pursuing its rights at law or in equity, including injunctive relief and specific performance, in the event of a default and a material breach by the other Party.

13.2. **Immediate Relief.** Except for challenges to the validity of this Agreement or portions hereof which are specifically waived and released, nothing in this Agreement shall be deemed or construed to prohibit a Party from obtaining judicial, regulatory, or other relief necessary in order to preserve the status quo or prevent the loss or violation of that Party's rights.

13.3. **Amendments.** This Agreement may not be amended except pursuant to a written instrument signed by the Parties.

13.4. **Assignment.** Except as provided in Sections 13.4.1 and 13.4.2, Licensee may not directly or indirectly assign, transfer, or convey to another Entity this Agreement or any Site Specific Permit, or any of the rights and obligations of the Licensee established by this Agreement or any Site Specific Permit without written approval of the Licensor. Any assignment or transfer of this Agreement or Site Specific Permit shall be void, and the Licensor may terminate this Agreement or Site Specific Permit if the Licensee attempts to assign or transfer this Agreement or Site Specific Permit without compliance hereof.

13.4.1. The Licensee may assign or transfer this Agreement or a Site Specific Permit to its parent corporation or any subsidiary corporation or affiliate or successor in interest, provided that such parent corporation, subsidiary corporation, affiliate, or successor in interest first agrees, in writing, to be fully bound by this Agreement or the Site Specific Permit and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. The Licensor Representative shall be notified of assignment or transfer.

13.4.2. If Licensee sells or otherwise transfers all or substantially all of its assets, then, upon the provision of written approval from the Licensor, which will not be unreasonably withheld, Licensee may assign or otherwise transfer this Agreement or Site Specific Permit(s) and the rights and obligations hereunder without the approval of the Licensor so long as the transferee is not statutorily unfit to hold such a license and first agrees, in writing, to be fully bound by this Agreement and Site Specific Permit(s) and the exhibits and to jointly assume all of the Licensee's obligations and liabilities hereunder, whether arising before or after the date of such assignment or transfer. For the avoidance of doubt, if Licensee owns the underlying land at any site specific location, the mere sale or other transfer of the land shall not affect this License.

13.5. **Sublicensing.** The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, certain Small Wireless Facilities deployed by Licensee in the rights-of-way pursuant to this Agreement may be owned and/or operated by Licensee's third-party Wireless Service Providers and installed and maintained by Licensee pursuant to license agreements between Licensee and such Wireless Service Providers. Such Small Wireless Facilities shall be treated as Licensee's facilities for all purposes under this Agreement provided that (i) Licensee remains responsible and liable for all performance obligations under the Agreement with respect to such facilities, (ii) the Licensor's sole point of contact regarding such facilities shall be Licensee, and (iii) Licensee shall remain responsible and liable for the removal and relocation of such facilities per the Agreement. However, all Wireless Service Providers shall agree, in writing, to be fully bound by this Agreement and to jointly assume all of the Licensee's obligations and liabilities hereunder. Licensee shall not grant such Wireless Service Providers rights of access to such facilities. The Licensor acknowledges that Licensee may include third party-owned equipment in its initial installation of Small Wireless Facilities and that such inclusion shall not be considered a sublicense to a third party subject to the provisions of this section.

13.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

13.7. **Exhibits.** As of the Effective Date, all exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to and duly executed amendments to this Agreement, are by such reference incorporated in this Agreement and shall be deemed a part hereof as if fully set forth herein.

13.8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules or principles.

13.9. **Headings.** The headings hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation hereof.

13.10. **Independent Contractor.** Each Party to this Agreement acts as an independent contractor and not as an employee of the other Party. Nothing in this Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate, or agency relationship between the Licensor and the Licensee.

13.11. **Resolving Conflicting Provisions.** To the extent the provisions and any other authorizations and approvals required to be obtained by the Licensee from the Licensor are in conflict, the provisions of the Agreement, authorizations and approvals which impose(s) the higher or greater legal duty or obligation upon the Licensee shall take precedence.

13.12. Rules of Construction. Each Party and its counsel have reviewed this Agreement. Accordingly, the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the construction and interpretation hereof.

13.13. Severability. If a court of competent jurisdiction finds or rules that a provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

13.14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assignees of the Parties and approved successors.

13.15. Time of Action. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any day observed as an official holiday by the Licensor, the time for performance shall be extended to the following Business Day.

13.16. Jurisdiction and Venue. Exclusive jurisdiction and venue for any and all disputes related in any manner to this Agreement, regardless of their basis or nature, shall be in the Circuit Court of DuPage County.

13.17. No Recording. Licensee shall not record this Agreement or any other document referred to herein without the written consent of the Licensor.

13.18. Entire Agreement. This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, warranties, agreements, or understandings (whether oral or written) between the Parties relating to the subject matter hereof which are not fully expressed herein.

13.19. Notices. All notices which shall or may be given pursuant to this Agreement shall be given, in writing, and shall be deemed validly given if delivered or sent by certified mail, return receipt requested, or by commercial courier, provided the commercial courier's regular business is delivery service, and addressed, as follows:

LICENSOR: Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188-1899
Attention: Village Manager
24/7 EMERGENCY CONTACT: Phone Number (630) 871-6213

Copy to: Klein Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903

Any notice to be sent to the Village Manager or Corporation Counsel shall be sent to the same address referred to above.

Licensee:

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

24/7 EMERGENCY CONTACT: Phone Number: (800) 621-2622


Copy to:

Chicago SMSA Limited Partnership d/b/a Verizon Wireless
1515 E Woodfield Rd
10th Floor
Schaumburg, IL 60173
Attention Network - Legal

13.20. **No Waiver.** A waiver by the Licensor of any breach of one or more of the terms of this Agreement shall not constitute a waiver of any subsequent or other breach of the same or other term, nor shall the failure on the part of the Licensor to require exact, full, and complete compliance with the terms contained herein be construed as changing the terms of this Agreement or as stopping the Licensor from enforcing full compliance with the provisions herein. No delay, failure, or omission of the Licensor to exercise any right, power, privilege, or option arising from any breach shall impair any right, power, privilege, or option, or be construed as a waiver or acquiescence of such breach or as a relinquishment of any right. No right, power, privilege, or option of the Licensor shall be construed as being exhausted by the exercise thereof in one or more of the instances. The rights, powers, privileges, and options given to the Licensor under this Agreement and by law shall be cumulative.

13.21 **Casualty.** In the event of damage by fire or other casualty to a Utility Pole or Wireless Support Structure on which Small Wireless Facilities are located that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Utility Pole or Wireless Support Structure Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Licensee's operations at the Premises for more than forty-five (45) days, then Licensee may, at any time following such fire or other casualty, provided Licensor has not completed the restoration required to permit Licensee to resume its operation at the Premises, terminate the Site Specific Permit upon fifteen (15) days prior written notice to Licensor. Any such notice of termination shall cause the Site Specific Permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Site Specific Permit and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Site Specific Permit. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Licensee's use of the Premises is impaired.

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Ann Delort, Secretary 
DATE: August 19, 2019
RE: **Raffle License Request Carol Stream Woman's Club**

The Carol Stream Woman's Club will be hosting a "Purses with a Purpose!" Fundraiser on Sunday, September 8, 2019 from 1:00 pm – 3:00 pm at the American Legion Hall in Carol Stream and has submitted a raffle application. Raffle tickets will be sold for \$1.00 each, 6 for \$5.00 or 14 for \$10.00. The proceeds will benefit Carol Stream High School Seniors in their scholarship program.

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

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Tuesday, September 3, 2019 Board meeting.

Thank you.

Attachment



P.O. Box 87353, Carol Stream, IL 60188

President: Cindy Allston & Cynthia Borbas

1st VP of Membership: Sue Evans

2nd VP of Programs: Beck Hopkins

Treasurer: Jacque Bartell

Secretary: Geri Laudick

August 15, 2019

Dear Village of Carol Stream Board,

The Carol Stream Woman's Club will be hosting our 11th Annual Purse Auction – Purses with a Purpose! Fundraiser. The fundraiser will be held on September 9, 2019 from 1:00-3:00pm at the American Legion Post #76 located at 570 S. Gary Avenue in Carol Stream.

We will be holding a raffle during the event for numerous gift baskets. The raffle tickets will only be sold at the event for \$1 each, 6 for \$5 and 14 for \$10.

The Annual Purse Auction is our club's major fundraiser. The proceeds will be used to fund our scholarship program benefitting Carol Stream High School Seniors. In May 2019 we were able to award two scholarships. We hope to be able to award two more scholarships in 2020.

In addition to our scholarship program, the Carol Stream Woman's Club also makes monetary donations to three different Philanthropies. Our 2019-2020 Philanthropies are Humanitarian Service Project – Adopt A Senior Program, Bridge Communities and Family Shelter Services.


The Carol Stream Woman's Club is a 501(c)4 not-for-profit organization. We ask the Village Board to waive all raffle license fees and the fidelity bond, as you have generously done in the past.

We thank you for your support.

Cindy Allston

Woman's Club Co-President

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Ann Delort, Secretary 
DATE: August 28, 2019
RE: **Carol Stream Police Department –
Sound Amplification and Raffle Permit Applications**

The Carol Stream Police Department in conjunction with the Windy City Jeep Force is sponsoring a Special Olympic Illinois/Law Enforcement Torch Run on Saturday, September 7, 2019 at the Ross Ferraro Town Center from 12:00 noon – 4:00 pm.

This event will benefit Special Olympics and due to this, the Carol Stream Police Department is asking to waive all fees associated with the Amplification and Raffle costs.

Please include this on the agenda for the September 3, 2019 Board meeting for the Board's approval.

Thank you.

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on SEPTEMBER 3, 2019**

AGENDA ITEM
L-1 9/3/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	49.26	01612900-53317	OPERATING SUPPLIES	488778	
	<u>49.26</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
1271 COUNTY FARM RD-SPRINKLER 19-0528-FIRI	650.00	01643700-52253	CONSULTANT	51445	
175 MERCEDES DR-SPRINKLER PLAN 19-5997-FIF	425.00	01643700-52253	CONSULTANT	51983	
616 HIAWATHA-FIRE ALARM SYSTEM 19-0217-FII	396.00	01643700-52253	CONSULTANT	51094	
616 HIAWATHA-PLUMBING INSPECTIONS JULY 20	72.80	01643700-52253	CONSULTANT	11648	
PLUMBING INSPECTION JULY 2019	1,315.20	01643700-52253	CONSULTANT	11647	
	<u>2,859.00</u>				
BAXTER & WOODMAN INC					
DESIGN WRC DE-WATERING PO-3738	3,000.00	04101100-54480	CONSTRUCTION	0207844	20200044
	<u>3,000.00</u>				
BEARY LANDSCAPING					
890 HIGH RIDGE-WEEDS MOWING 8/8/19	329.68	01642100-52260	WEED MOWING	141800	
FY20 PLANT BED MAINTENANCE PO-3695 8/1/19	8,325.00	01670400-52272	PROPERTY MAINTENANCE	141000	20200008
MOWING SERVICES PO-3697 8/1/19	10,299.57	01670400-52272	PROPERTY MAINTENANCE	140999	20200039
	<u>18,954.25</u>				
BEDROCK EARTHSCAPES LLC					
BASIN RETROFIT PROJECT UNIT 1	21,031.00	11740000-55488	STORMWATER UTILITIES	1070 PO-462586	
	<u>21,031.00</u>				
BLACK GOLD SEPTIC, INC.					
TALL OAKS-LIFT STATION CLEANING	900.00	04101500-52244	MAINTENANCE & REPAIR	22647	
	<u>900.00</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
COMED					
1015 LIES RD 7/17/19-8/15/19	30.84	04201600-53210	ELECTRICITY	2514004009 08/15/19	
1025 LIES RD LITE R25 7/17/19-8/15/19	59.40	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 08/15/19	
106 GOLDENHILL ST-AERATOR 7/23/19-8/21/19	138.90	01670600-53210	ELECTRICITY	2127117053 08/21/19	
1128 EVERGREEN TRL 7/19/19-8/19/19	63.80	04101500-53210	ELECTRICITY	0291093117 08/19/19	
1350 TALL OAKS DR 7/18/19-8/16/19	49.39	04101500-53210	ELECTRICITY	2073133107 08/16/19	
1415 MAPLE RIDGE CT-PUMP 7/19/19-8/19/19	238.28	01670600-53210	ELECTRICITY	5838596003 08/19/19	
192 YUMA LN 08/16/19	36.29	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 08/16/19	
333 FULLERTON AVE 7/17/19-8/15/19	143.01	04201600-53210	ELECTRICITY	0300009027 08/16/19	
391 ILLINI DR 7/18/19-8/16/19	79.99	01670600-53210	ELECTRICITY	4430145023 08/16/19	
401 TOMAHAWK CT-LIGHT 7/18/19-8/16/19	57.59	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 08/16/19	
465 CENTER AVE 7/18/19-8/16/19	68.57	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 08/16/19	
633 THUNDERBIRD TRL-LIGHT 7/18/19-8/16/19	93.62	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 08/16/19	
850 LONGMEADOW DR-AERATOR 7/18/19-8/16/19	121.59	01670600-53210	ELECTRICITY	1865134015 08/16/19	
879 DORCHESTER DR-AERATOR 7/18/19-8/16/19	112.09	01670600-53210	ELECTRICITY	0803155026 08/16/19	
KUHN RD CAMERA RT64-7/18-6/16/19	36.27	01662300-52298	ATLE SERVICE FEE	4202129060 08/16/19	
MASTER ACCT 5025 7/17/19-8/20/19	234.20	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 08/20/19	
	1,563.83				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CONSTELLATION NEW ENERGY					
1 N END THORNHILL 7/17/19-8/15/19	99.27	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 08/16/19	
1345 GEORGETOWN DR 7/20/19-8/19/19	19.97	01670300-53213	STREET LIGHT ELECTRICITY	7280332-7 08/20/19	
301 ANTELOPE TRL 7/18/19-8/16/19	58.78	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 08/19/19	
391 FLINT TRL 7/18/19-8/16/19	47.73	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 08/19/19	
403 SIOUX LN 7/18/19-8/16/19	18.30	01670300-53213	STREET LIGHT ELECTRICITY	7280332-3 08/19/19	
451 N SILVERLEAF BLVD 7/18/19-8/16/19	36.88	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 08/19/19	
491 CHEYENNE TRL 7/18/19-8/16/19	18.02	01670300-53213	STREET LIGHT ELECTRICITY	7280332-9 08/19/19	
500 N GARY AVE-LITE R25 7/18/19-8/16/19	98.00	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 08/19/19	
506 CHEROKEE CT-LTE 7/18/19-8/16/19	40.74	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 08/19/19	
512 CANYON TRL 7/18/19-8/16/19	15.98	01670300-53213	STREET LIGHT ELECTRICITY	7280332-8 08/19/19	
594 NEZ PERCE CT- LITE RT25 7/18/19-8/16/19	18.06	01670300-53213	STREET LIGHT ELECTRICITY	7280332-14 08/19/19	
796 PAWNEE DR 7/18/19-8/16/19	47.56	01670300-53213	STREET LIGHT ELECTRICITY	7280332-15 08/19/19	
880 PAPOOSE CT 7/18/19-8/16/19	90.92	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 08/19/19	
990 DEARBORN CIR 7/18/19-8/16/19	52.33	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 08/19/19	
	662.54				
CORE & MAIN LP					
B-BOX PARTS	251.28	04201600-53317	OPERATING SUPPLIES	L017036	
	251.28				
DSH & SC					
AIR SAMPLING-DUST & SILICA EXPOSURE	644.83	01670100-52253	CONSULTANT	1908-IH	
AIR SAMPLING-DUST & SILICA EXPOSURE	644.83	04200100-52253	CONSULTANT	1908-IH	
AIR SAMPLING-DUST & SILICA EXPOSURE	644.83	04101500-52253	CONSULTANT	1908-IH	
	1,934.49				
DUPAGE CO CHILDRENS CTR					
CONTRIBUTION 7/1/19-6/30/20	4,000.00	01662400-53330	INVESTIGATION FUND	CS001 08/09/19	
	4,000.00				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY SHERIFF'S OFFICE					
MERIT DUES 2019-2020	3,500.00	01660100-52234	DUES & SUBSCRIPTIONS	MERIT 2019-2020	
	3,500.00				
DYNEGY ENERGY SERVICES, LLC					
124 GERZEVSKE LN. ACCT-3054113024 7/17/19-	2,094.41	04201600-53210	ELECTRICITY	275664019081-4	
1348 CHARGER CT. ACCT-2496057000 7/17/19-8	318.48	04101500-53210	ELECTRICITY	275664019081-3	
191 TUBEWAY DR ACCT-0111013079 7/9/19-8/6,	261.43	04101500-53210	ELECTRICITY	275664019081-1	
300 KUHN RD. ACCT-3963097040 7/18/19-8/15/	2,630.86	04201600-53210	ELECTRICITY	275664019081-2	
	5,305.18				
EARTH INC					
STONE	1,990.00	04201600-53317	OPERATING SUPPLIES	21474	
	1,990.00				
FEECE OIL CO					
DIESEL FUEL	2,196.00	01696200-53356	GAS PURCHASED	3641978	
	2,196.00				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 8/4, 8/11/19	1,120.00	04103100-52253	CONSULTANT	2846368	
ACCOUNTS CLERK-A RETSKE 8/4, 8/11/19	1,120.00	04203100-52253	CONSULTANT	2846368	
AMR ASSISTANCE-M SCHULTZ 8/4, 8/11/19	2,321.90	04201400-52253	CONSULTANT	2846369	20200001
LIBRARY TECH-J FIREK 8/4, 8/11/19	3,460.80	01652800-52253	CONSULTANT	2846366	
OFFICE MANAGER-D KALKE 8/4, 8/11/19	2,463.36	01590000-52253	CONSULTANT	2846365	
	10,486.06				
HERITAGE CRYSTAL CLEAN LLC					
AG-COOLANT 8/15/19	592.47	01696200-53354	PARTS PURCHASED	15851012	
	592.47				

**Village of Carol Stream
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IBM CORPORATION					
MOBILE DEVICE MGMT OVERAGE CHARGE 4/1/1	120.00	01652800-52255	SOFTWARE MAINTENANCE	2753928	
	<u>120.00</u>				
INTEGRITY ENVIRONMENTAL SERVICES, INC					
MOLD TESTING-WEST SIDE GARAGE 8/15/19	260.00	01670400-52244	MAINTENANCE & REPAIR	19-08020	
SOIL SAMPLES (DIGS) 7/29/19	1,490.00	04201600-52265	HAULING	19-07068	
SOIL SAMPLES (DIGS) 8/5/19	150.00	04201600-52265	HAULING	19-08004	
	<u>1,900.00</u>				
JOHN L FIOTI					
LOCAL PROSECUTION AUGUST 2019	262.50	01570000-52238	LEGAL FEES	CS 131	
LOCAL PROSECUTION AUGUST 2019	262.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 131	
	<u>525.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL JULY 2019	258.00	22490000-52238	LEGAL FEES	204524	
GENERAL COUNSEL JULY 2019	709.50	04100100-52238	LEGAL FEES	204524	
GENERAL COUNSEL JULY 2019	9,915.44	01570000-52238	LEGAL FEES	204524	
	<u>10,882.94</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
FINANCE BIZ HUB	104.30	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	0005947647	
	<u>104.30</u>				
LAUREEN A ROSE LCSW					
MBT CLINICAL CONSULTATION 8/16/19	200.00	01662500-52223	TRAINING	08162019	
	<u>200.00</u>				
MARK E RADABAUGH					
BOARD MTG TAPING/EDITING 8/19/19	100.00	01590000-52253	CONSULTANT	19-0131	
	<u>100.00</u>				

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MIDWEST METER INC					
35 ADDITIONAL AMR'S PAY #1	3,409.07	04201400-53333	NEW METERS	0114085-IN PO-3748	20200050
35 ADDITIONAL AMR'S PAY #2	670.50	04201400-53333	NEW METERS	0113832-IN PO-3748	20200050
	<u>4,079.57</u>				
MTI CONSTRUCTION SERVICES, LLC					
CS MUNICIPAL CENTER	15,185.16	11740000-55490	VILLAGE HALL RENOVATION	19-032	
CS MUNICIPAL CENTER	138,962.75	11-21342	RETAINAGE MTI CONSTRUCTION	19-032	
	<u>154,147.91</u>				
NICOR					
124 GERZEVSKE LN #4 7/19/19-8/18/19	34.90	04201600-53230	NATURAL GAS	13811210007 08/19/19	
1348 CHARGER CT 7/22/19-8/20/19	108.64	04101500-53230	NATURAL GAS	86606011178 08/22/19	
200 TUBEWAY DR 7/18/19-8/16/19	35.47	04101500-53230	NATURAL GAS	14309470202 08/19/19	
	<u>179.01</u>				
PERSPECTIVES					
EAP SERVICES 9/1/19-11/30/19	1,286.40	01600000-52273	EMPLOYEE SERVICES	93273	
	<u>1,286.40</u>				
PLOTE CONSTRUCTION INC					
FLEXIBLE PAVEMENT PROGRAM PO 462-591	-21,205.54	06-21112	RETAINAGE - PLOTE	190200.04 PO-462591	
FLEXIBLE PAVEMENT PROGRAM PO 462-591	212,055.46	06320000-54470	STREET RESURFACING	190200.04 PO-462591	
	<u>190,849.92</u>				
R A ADAMS ENTERPRISES					
ENCLOSED EQUIP. TRAILER	14,038.00	01670400-54412	OTHER EQUIPMENT	T553204 PO-3727	
	<u>14,038.00</u>				

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REFUNDS MISC					
DRIVEWAY BOND REFUND-19-5666-DRVW	48.00	01000000-42307	BUILDING PERMITS	863 GLENLAKE DR	
PATIO BOND REFUND-19-5643-PATI	32.00	01000000-42307	BUILDING PERMITS	181 GREENWAY TRL	
REFUND-19-51005-UTIL	200.00	04000000-44227	CONNECTION FEE SEWER	1N562 GOLF VIEW LN	
REFUND-19-51005-UTIL	665.47	01000000-42307	BUILDING PERMITS	1N562 GOLF VIEW LN	
REFUND-19-51005-UTIL	1,000.00	01-24324	SANITARY SEWER CONNECTION SE	1N562 GOLF VIEW LN	
REFUND-19-51005-UTIL	1,868.40	04000000-44228	WATER AND SEWER EXPANSION	1N562 GOLF VIEW LN	
STORMWATER REVIEW SMA REFUND	4,500.00	01-24321	STORMWATER REVIEW FEE SECUR	180 KEHOE BLVD	
STRUCTURAL FEE REFUND-19-0401-MNSL	85.00	01000000-42307	BUILDING PERMITS	361 N GARY	
V/S 22402 REFUND-SENIOR DISCOUNT	55.00	01000000-42303	VEHICLE LICENSES	STICKER 22402	
VS 14843 14844 14845 REFUND	210.00	01000000-42303	VEHICLE LICENSES	STICKER 14843-14845	
ZONING FEE REFUND	440.00	01000000-44318	PUBLIC HEARING FEES	1335 COUNTY FARM	
	9,103.87				
REFUNDS PRESERVATION BONDS					
DRIVEWAY & PATIO BOND REFUND-19-05863-DR	300.00	01-24302	ESCROW - GRADING	755 HICKORY LANE	
DRIVEWAY & PATIO BOND REFUND-19-5935-DRV	300.00	01-24302	ESCROW - GRADING	125 PARK HILL TRAIL	
DRIVEWAY BOND REFUND-18-1424-DRVW	300.00	01-24302	ESCROW - GRADING	647 LARCH DR	
DRIVEWAY BOND REFUND-19-0758-DRVW #2125	300.00	01-24302	ESCROW - GRADING	653 LARCH	
PATIO BOND REFUND-19-0462-ELMN	200.00	01-24302	ESCROW - GRADING	829 LONGMEADOW DR	
PATIO BOND REFUND-19-0754-PATI	200.00	01-24302	ESCROW - GRADING	907 ROYAL GLEN LN	
PATIO BOND REFUND-19-5671-PATI	200.00	01-24302	ESCROW - GRADING	1311 LILAC LANE	
PATIO BOND REFUND-19-5688-PATI	200.00	01-24302	ESCROW - GRADING	601 MOHICAN ROAD	
PATIO BOND REFUND-19-5893-PATI #2140857	200.00	01-24302	ESCROW - GRADING	809 TRINITY CT	
PATIO PERMIT REFUND 19-19-51045-PATI	128.00	01000000-42307	BUILDING PERMITS	1112 EDINGTON LN	
STOOP BOND REFUND-19-05655-STOO	200.00	01-24302	ESCROW - GRADING	1155 CREST DR	
STOOP BOND REFUND-19-5702-STOO	200.00	01-24302	ESCROW - GRADING	527 IROQUOIS TRL	
	2,728.00				
RUSH TRUCK CENTERS					
AG-FILTERS	95.26	01696200-53354	PARTS PURCHASED	3016210187	
	95.26				

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SAE CUSTOMS INC					
EQUIP.TRANSFER FROM #661 TO #691	2,909.04	01662700-52244	MAINTENANCE & REPAIR	2113 PO-3026	
	<u>2,909.04</u>				
SPECIAL T UNLIMITED					
SUBURBAN LAW ENFORCE. ACADEMY-HLOUSEK	210.00	01662700-52223	TRAINING	UNIFORM-HLOUSEK	
	<u>210.00</u>				
TELCOM INNOVATIONS GROUP LLC					
ASSISTANCE WITH FAILING VOICE MAIL	560.00	01652800-52253	CONSULTANT	A53929	
REPLACEMENT PHONES	2,034.00	01652800-54412	OTHER EQUIPMENT	A53938	
	<u>2,594.00</u>				
THEODORE POLYGRAPH SERVICE					
POLICE ASSESSMENT-HAPANIONEK 8/21/19	175.00	01510000-52228	PERSONNEL HIRING	6738	
	<u>175.00</u>				
TRANSYSTEMS CORPORATION					
LIES RD LAFO PO-462-584	3,507.73	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0003479576	
	<u>3,507.73</u>				

**Village of Carol Stream
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VERIZON WIRELESS					
CELL PHONES 07/14/19-08/13/19	36.01	01662700-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	38.01	01652800-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	56.62	01610100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	56.62	01640100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	56.62	01690100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	59.03	01662700-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	77.56	01642100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	94.65	01600000-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	113.24	01643700-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	113.24	01680000-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	180.18	01590000-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	273.02	04100100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	377.73	01620100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	436.71	01652800-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	479.35	04200100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	531.77	01670100-52230	TELEPHONE	9836086586 08/13/19	
CELL PHONES 07/14/19-08/13/19	3,394.76	01662700-52230	TELEPHONE	9836086586 08/13/19	
	6,375.12				
WINDY CITY CLEANING EQUIP & SUPPLIES					
POWER WASHER	89.97	01670400-53317	OPERATING SUPPLIES	SO000838	
PRESS WASHER	9.99	01670400-53317	OPERATING SUPPLIES	SO000815	
	99.96				
GRAND TOTAL	\$485,486.39				

The preceding list of bills payable totaling \$485,486.39 was reviewed and approved for payment.

Approved by:

Robert Mellor
Robert Mellor – Village Manager

Date: 8/30/19

Authorized by:

Frank Saverino Sr – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
August 20, 2019 Thru September 3, 2019

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll August 12, 2019 thru August 25, 2019	577,357.52
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll August 12, 2019 thru August 25, 2019	61,281.58
				<u>638,639.10</u>

Approved this _____ day of _____, 2019

By: _____
 Frank Saverino Sr - Mayor

 Laura Czarniecki - Village Clerk