

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 4, 2019

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

VFW Post 10396 will present the Flag and lead the Audience in the Pledge of Allegiance.

B. MINUTES:

1. Approval of Minutes of the October 21, 2019 Village Board Meeting.

C. LISTENING POST:

1. Introduction – Newly Promoted Utilities Supervisor Robert Houston.

2. Halloween Decorating Contest Winners:



Big Pumpkin-1321 Rose Avenue



Family Fun-600 Adam Lane



Judges Favorite-887 Horseshoe Court

3. VFW Post 10396 Commander Richard R. Hildenbrand – Check Presentation for the D.A.R.E. Program.
4. Presentation of Organizational Changemaker Award to Commander Don Cummings – *This inaugural Changemaker Award promotes innovative substance abuse prevention work in DuPage County and recognizes and honors those efforts in our community.*
5. Certificate of Appreciation to Ginger and George Rohde for the donation of K-9 Coda's meals.
6. Resolution No. 3114 Honoring David Creighton for his Service on the Village of Carol Stream Plan Commission/Zoning Board of Appeals.
7. Resolution No. 3115 Honoring Charles McGuire Upon his 30th Anniversary of Employment with the Village of Carol Stream Police Department.

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8. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing for an Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at 27W210 North Avenue. *This Public Hearing is noticed to receive comments on the proposed Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at the northwest corner of North Avenue and County Farm Road, which is proposed to be redeveloped with a 4,900 square foot inline retail center.*

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. #19-022 M&A Truck Center Center-200 S. Schmale Road
*Special Use Permit for Motor Vehicle Service
Special Use for Outdoor Activities and Operations-Parking of Trailers
Special Use for Garage and Parking Lots for Motor Vehicles Not
Incidental to a Permitted Use*
WITHDRAWN
 - b. #19-0027 JMP RE Holdings – 27W210 North Avenue
*Special Use for Shopping Plaza
Special Use for Drive-Up Service Window
Variation to Reduce Front and Corner Side Yard and Parking
Setbacks
Variation to Reduce Parking Lot Landscaping and Screening*
RECOMMEND APPROVAL WITH CONDITIONS 6-0
North Avenue Corridor Review
APPROVED 6-0

G. OLD BUSINESS:

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. Receipt of 2019-2020 Snow and Ice Control Plan.
2. Agreement with GovTempsUSA for Professional Administrative Services. *Recommendation to revise existing Agreement with GovTempsUSA to staff the Office Manager position within the Administration Department for the period of January 1, 2020 through December 31, 2020.*
3. Agreement with GovTempsUSA for Information Technology Technician. *Recommendation to award of contract to GovTempsUSA for an Information Technology Technician for the period of November 18, 2019 through November 20, 2020.*
4. 2020-21 GIS Consortium Service Provider Contract. *Recommendation to award a Supplemental Statement of Work contract to MGP at a cost not to exceed \$146,352.00.*
5. Clearwater Court Storm Sewer Rehabilitation Project – Award of Phase II Design Services. *Staff recommends award of a contract for a cost not to exceed \$27,090.00 to Engineering Resource Associates, Inc. for Phase II Design Services.*
6. Sanitary Sewer Extension, 250 N. Gary Avenue – Award of Phase II Design Services. *Staff recommends award of a contract for a cost not to exceed \$29,400 to Strand Associates, Inc. for Phase II Design Services.*

I. ORDINANCES:

1. Ordinance No. 2019-11-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class P Liquor Licenses from 7 to 6 (MHA Enterprise, Inc. d/b/a 7-Eleven) and Increasing the Number of Class P Liquor Licenses from 6 to 7 (7-Eleven Inc. d/b/a 7-Eleven #33408H) 550 W. Army Trail Road. *Recommendation to approve a Class P liquor license to 7-Eleven Inc. located at 550 W. Army Trail Road.*

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2. Ordinance No. 2019-11-___ Approving an Annexation Agreement. *An Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at 27W210 North Avenue, which is proposed to be redeveloped with a 4,900 square foot inline retail center. Staff recommends approval of the Ordinance.*
3. Ordinance No. 2019-11-___ Annexing Certain Territory into the Village of Carol Stream. *Annexation of the JMP RE HOLDINGS, LLC – 64 SERIES property at 27W210 North Avenue. Staff recommends approval of the Ordinance annexing the JMP RE HOLDINGS, LLC – 64 SERIES property in accordance with the Annexation Agreement for the property.*
4. Ordinance No. 2019-11-___ Approving a Zoning Map Amendment to zone property to the B-2 Service District upon Annexation to the Village of Carol Stream (JMP RE HOLDINGS, LLC – 64 SERIES property, 27W210 North Avenue). *Staff recommends approval of an Ordinance zoning the JMP RE HOLDINGS, LLC – 64 SERIES property to B-2 Service District. See F.1.b.*
5. Ordinance No. 2019-11-___ Approving a Special Use Permit for a shopping plaza, Special Use Permit for a drive-up service window, front yard building setback variation, corner side yard building setback variation, corner side yard parking setback variation, and landscaping variations (JMP HOLDINGS RE, LLC – 64 SERIES property, 27W210 North Avenue). *Staff recommends approval of the Special Use Permits and Zoning Code Variations to allow for the proposed redevelopment of the property with a 4,900 square foot inline retail center. See F.1.b.*

J. RESOLUTIONS:

1. Resolution No. ____ Accepting Public Improvements and Release of Security for Public Improvements-Woodspring Suites, 1160 N. Gary Avenue. *Staff recommends the public improvements related to the Holladay Properties-Woodspring Suites site (1160 N. Gary Avenue) be accepted and the security for public improvements in the amount of \$53,740.65 be released.*

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K. NEW BUSINESS:

1. Raffle License Application – Heritage Lakes PTA. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their raffle event fundraisers scheduled on December 14, 2019 and January 18, 2020.*
2. Raffle License Application – Benjamin School District 25 Foundation. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their Bunco Night fundraiser scheduled on November 15, 2019 at Fountain View Recreation Center.*

L. PAYMENT OF BILLS:

1. Regular Bills: October 22, 2019 through November 4, 2019.
2. Addendum Warrants: October 22, 2019 through November 4, 2019.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

| | | | |
|-----------------------|-------------------|------------------------|-------------|
| LAST ORDINANCE | 2019-09-35 | LAST RESOLUTION | 3113 |
| NEXT ORDINANCE | 2019-11-36 | NEXT RESOLUTION | 3114 |

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

October 21, 2019

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

Present: Mayor Frank Saverino, Sr., 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 Jim Rhodes

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the October 6, 2019 Special Workshop of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Zalak made the second to approve the Minutes of the October 7, 2019 Village Board Meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Proclamation Designating October Breast Cancer Awareness Month.
Proclamation read by Trustee Gieser.

NEW BUSINESS:

1. Appointment to the Plan Commission/Zoning Board of Appeals and Swearing in of Daniel Morris as Commissioner.

Trustee McCarthy moved and Trustee Frusolone made the second to appoint Daniel Morris to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2024. Oath of Office was given to Daniel Morris by Mayor Saverino.

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

Nays: 0

Absent: 0

The motion passed.

LISTENING POST:

2. Addresses from Audience (3 Minutes).

John Numrich provided a brief history of the Carol Stream Police Pension Fund. He explained the decision and findings of the commission and asked for Village Board support to contact State Legislators to slow down the process. Mr. Numrich thanked Village Board for never failing to make its contribution.

Debra Schultz spoke in favor of the sale of Adult Use Recreational Cannabis and the revenue it will bring into the Village. She also questioned if exemptions can be given to seniors or disabled residents regarding the real estate transfer tax stamp.

Justin Lynch spoke in favor of the sale of Adult Use Recreational Cannabis and stated that our Police Department is extremely prepared.

Heather Economos spoke against vehicles parking over sidewalks during the daytime and the need for better enforcement. She also is in favor of the sale

of Adult Use Recreational Cannabis as she is a medical marijuana cancer survivor and would like to spend her money in Carol Stream.

John Zimmerman questioned why the Village of Carol Stream is considering a property tax when the economy is booming and that during the last recession there was no property tax. He would like the Board to reconsider the property tax. Mr. Zimmerman also questioned the \$2 million library loan and if that avoided a referendum. Board answered loaning the money to the Library did not avoid a referendum.

Katherine Nakis questioned the need for 3.8 million instead of 3.1 million in property tax. The Board explained it is related to vehicle stickers being removed as a revenue. Ms. Nakis also spoke in favor of the sale of Adult Use Recreational Cannabis and the need for revenue within the Village. She also encouraged audience to attend other taxing body meetings.

Alexander Kentfield stated he would like the Village of Carol Stream to find additional revenues and reduce expenses versus levying a property tax. He does not want see people move out, especially retired individuals which impacts them the most. Mr. Kentfield also stated the Village has one of the best volunteer programs which has saved the Village money.

Lauren Green spoke in favor for the sale of Adult Use Recreational Cannabis as long as it is strictly regulated and a property tax so services are not taken away.

Mark Polowy spoke against the property tax.

Mike Downey stated he was happy the way the Village is run especially with the concerts and asked if consideration has been given towards discounts for seniors and veterans. Board stated the Village cannot legally give exemptions.

Mayor Saverino thanked everyone for attending the meeting.

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

1. 2019 Crackfill Project – Final Payment and Acceptance.
2. Approval of Independent Contractor Agreements – Snowplowing.
3. Award of Contract to Stephen F. Schmidt Consulting, Inc.
4. Resolution No. 3110 Approving a Plat of Dedication for Public Right-Of-Way Purposes – 24W461 North Avenue, Winfield.
5. Resolution No. 3111 Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Agreement for Federal Participation-Lies Road Bike Trail between Gary Avenue and Schmale Road.
6. Resolution No. 3112 Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road.
7. Reappointment of Frank Petella to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2024.
8. Raffle License Application – Glenbard North High School Basketball Program.
9. Payment of Regular and Addendum Warrant of Bills from October 8, 2019 through October 21, 2019.
10. Treasurer’s Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended September 30, 2019.

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

Ayes: 6 Trustees 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.

2019 Crackfill Project – Final Payment and Acceptance:

The Village Board approved final payment to SKC Construction, Inc. in the amount of \$75,658.08 and acceptance of the 2019 Crackfill Project.

Approval of Independent Contractor Agreements – Snowplowing:

The Village Board approved Independent Contractor Agreements for snowplowing with designated firms and rates and for the Walkway Snow Clearing Pilot Program with AJD Construction and Concrete.

Award of Contract to Stephen F. Schmidt Consulting, Inc:

The Village Board approved a contract with Stephen F. Schmidt Consulting, Inc. for Police Department Administrative Services for an initial term of 6-months with an option to renew for additional months, at the contract rate of \$11,500/month.

Resolution No. 3110 Approving a Plat of Dedication for Public Right-Of-Way Purposes – 24W461 North Avenue, Winfield:

The Village Board approved a Plat of Dedication for the Southwest Corner of North Avenue and Morton Road.

Resolution No. 3111 Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Agreement for Federal Participation-Lies Road Bike Trail between Gary Avenue and Schmale Road:

The Village Board approved the Illinois Department of Transportation Agreement for the Lies Road Bike Trail from Gary Avenue to Schmale Road.

Resolution No. 3112 Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road:

The Village Board approved a Preliminary Engineering Services Agreement for Federal Participation of the Lies Road Bike Path between Gary Avenue and Schmale Road in the amount of \$109,421.00.

Reappointment of Frank Petella to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2024:

The Village Board approved the reappointment of Frank Petella to the Plan Commission/Zoning Board of Appeals for a term expiring October 31, 2024.

Raffle License Application – Glenbard North High School Basketball Program:

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their raffle to be held on November 23, 2019 with ticket sales starting November 16, 2019.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated October 21, 2019 in the amount of \$1,557,743.20. The Village Board approved the payment of Addendum Warrant of Bills from October 8, 2019 thru October 21, 2019 in the amount of \$799,099.19.

Treasurer's Report:

The Village Board received the Revenue/ Expenditure Statement and Balance Sheet, Month ended September 30, 2019.

Non-Consent Agenda**Recreational Adult Use Cannabis - Request for Village Board Direction:**

Trustee McCarthy stated no matter what the Village Board decides, Adult Use Recreational Cannabis will be legal in the Village of Carol Stream. If approved, should have same restrictions as medical marijuana but stricter zoning. Trustee McCarthy supports the sale of Adult Use Recreational Cannabis in Carol Stream.

Trustee Gieser approves the sale of Adult Use Recreational Cannabis and has confidence in our Police Department. He would like to see strict zoning and keep away from schools.

Trustee Frusolone does not want the sale of Adult Use Recreational Cannabis and recommends the Village to opt out. She is concerned on what impact it would have in our community and our Police Department being stretched too thin.

Trustee LaRocca agrees with Trustee Frusolone and does not want the sale of Adult Use Recreational Cannabis within the Village of Carol Stream.

Trustee Schwarze stated the decision to legalize marijuana has been made for us. Regardless if we allow sale or not, the problems will be in Carol Stream. The Police and Fire Departments will be busier. Trustee Schwarze approves the sale of Adult Use Recreational Cannabis.

Trustee Zalak stated the legalization was done at the State level and is out of our hands. Residents voted for J B Pritzker. Carol Stream will experience negative effects of drug regardless of whether it is allowed to be sold in town. The Village needs to offset expenses. Trustee Zalak approves the sale of Adult Use Recreational Cannabis.

The consensus of the Village Board was to direct staff to draft code amendments for a Plan Commission Public Hearing to allow Adult Use Recreational Cannabis with certain restrictions.

Resolution No. 3113, A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2019, and Ending April 30, 2020:

Trustee Frusolone agrees that the Village needs a property tax but does not agree with the amount of 3.8 million. Since the vehicle stickers will not expire until the following year, Trustee Frusolone recommends approving 3.1 million for property tax.

Trustee McCarthy agrees that the Village needs a property tax. He does not know what the impact of internet sales may be and has confidence staff will budget conservatively. Trustee McCarthy recommends approving 3.1 million for property tax.

Trustee Gieser stated the Village has always discussed a property tax and tried to make it a last resort. Trustee Gieser would like to abate the vehicle stickers and recommends approving 3.8 million for property tax.

Trustee Schwarze stated we cannot conduct business on sales tax only. 40% of revenue would come from industrial area. Trustee Schwarze supports 3.8 million with a 4-year freeze for property tax.

Trustee LaRocca stated we want Carol Stream to continue being great and staff cannot make any more cuts. Trustee LaRocca recommends approving 3.8 million for property tax.

Trustee Zalak stated we are fiscally responsible and recommends approving 3.1 million for property tax. Once Village stickers are expired, increase to 3.8 million.

Mayor Saverino stated 3 Trustees support 3.1 and 3 support 3.8. He asked Village Attorney Rhodes if he can vote to break the tie. Village Attorney stated, yes, the Mayor can vote. Mayor Saverino stated he does not want to risk losing another sales tax producer and does not want to keep coming back. He knows 3.8 is what the Village needs.

Trustee McCarthy questioned if we can split the difference? Mayor stated he did not want to do that. Trustee Schwarze stated he will not vote to increase property taxes for another 4 years.

Trustee LaRocca moved and Trustee Schwarze made the second to approve a municipal tax levy totaling \$3,800,000. The results of the roll call were as follows:

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Schwarze

Nays: 2 Trustees Frusolone and McCarthy

Absent: 0

The motion passed.

Report of Officers:

Trustee LaRocca thanked everyone for attending the meeting and expressing their opinions. He urged residents to please get mammograms.

Trustee Gieser thanked everyone for attending the Board meeting. Halloween Decorating Contest is now over and on Wednesday the judges will decide. Tomorrow there is a Historical Society meeting and Trustee Gieser will be presenting a pictorial history of the Village of Carol Stream.

Trustee Schwarze thanked everyone for attending the meeting as this meeting was most difficult and hope residents know we love this community. He congratulated Daniel Morris and Frank Petella for their appointments on the Plan Commission/Zoning Board of Appeals. Please Shop Carol Stream.

Trustee Zalak stated early detection of breast cancer is key. He thanked everyone for coming out and providing input as this was a difficult meeting.

Trustee Frusolone thanked residents who have come out tonight and past workshop meetings. It has been exceptionally difficult for families and trustees. Trustee Frusolone does not feel good about decisions made, but it is necessary to keep the Village the best ever.

Trustee McCarthy thanked residents for attending the Board meeting. We listened and thank you to our staff. We have a great Board and work together. Please keep storm drains clear to prevent street flooding. Trustee McCarthy stated to purchase Brittany's trees before Halloween.

Village Clerk Czarniecki stated to please keep military and first responders in your thoughts and prayers for their safety.

Village Attorney Rhodes stated next week is the beginning of veto session. Cannabis amendments may be forthcoming and he will report back with updates.

Village Manager Mellor stated differing opinions on Village Board speaks to power of democracy. Board is very accessible, and they listen. The Village participated with the Park District and the Carolshire and Klein Creek Condominium HOAs in the ribbon cutting for a new park between Carolshire and Klein Creek Condominiums. We will be hosting a pumpkin and electronics recycling event on Saturday, November 2 at the WRC from 8am until noon. The Holiday Tree Lighting returns to Town Center on Friday, December 6 from 6 to 8pm. Free leaf pickup is scheduled for the week of November 25. Garbage pickup will be delayed by one day due to the Thanksgiving Holiday. Christmas Sharing donations will be on the water bill, and application for assistance are available at Social Services Department.

Mayor Saverino supported the 3.8 million property tax. He understands it was a hard decision for all of the Village Board. Shop Carol Stream is how we survive. Mayor Saverino stated the Village Board works well together and we will do the right thing.

Village Manager Mellor introduced Steve Schmidt and his wife Cindy who will be the Village's interim Director of Police Department.

At 10:03 p.m., Trustee McCarthy moved and Trustee Schwarze made the second to adjourn the 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.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
October 28, 2019.***

Tom Farace, Planning and Economic Development Manager, called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00pm and requested a nomination for Acting Chairman. Commissioner Tucek motioned to nominate Commissioner Creighton, which was seconded by Commissioner Christopher, and was unanimously approved.

The results of the roll call were:

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

Absent: Frank Parisi

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

MINUTES:

Acting Chairman Creighton moved and Commissioner Christopher seconded the motion to approve the minutes of the Regular Meeting held on September 9, 2019.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Battisto, Tucek, Acting Chairman Creighton.

Nays: 0

Abstain: 1 Commissioner Petella

Absent: 1 Chairman Parisi

PUBLIC HEARING:

Acting Chairman Creighton asked for a motion to open the Public Hearing. Commissioner Meneghini moved and Commissioner Tucek seconded the motion.

The motion was passed by unanimous vote.

Case #19-0023 – M & A Truck Center-200 S. Schmale Road

Mr. Farace stated that the Petitioner has withdrawn his request for this case.

Case #19-0027 - JMP RE Holdings – 27W210 North Avenue

Special Use for Shopping Plaza

Special Use for Drive-Up Service Window

Variation to Reduce Front and Corner Side Yard and Parking Setbacks

Variation to Reduce Parking Lot Landscaping and Screening

North Avenue Corridor Review

Acting Chairman Creighton swore in Robert McNees, McNees and Associates, 195 Hiawatha Drive, Carol Stream, IL, and James Panopoulos, Principal Officer of JMP RE Holdings, 486 Woodhill, Carol Stream, IL.

Mr. McNees stated that the Petitioner, Mr. Panopoulos, is requesting that subject property, 27W210 North Avenue, West Chicago, IL, be annexed into the Village of Carol Stream for rezoning to B-2 and development of the property into a 5000 square foot shopping plaza featuring a Dunkin' Donuts store at the south end with a drive-up service window and small outdoor seating area. He stated that the proposed use would be consistent with the other commercial properties in the area.

Mr. McNees stated that the property currently has two driveways on to County Farm Road that will be eliminated, and there is one onto North Avenue and that will remain. He stated they would be attaching the subject property parking lot to the parking lot to the north with a common, reciprocal driveway.

Mr. McNees summarized the fact findings of the Staff Report and stated that the Petitioner agrees with the findings.

Mr. McNees stated that Staff is recommending that the outdoor seating area for Dunkin' Donuts, at the south end of this building, be enclosed by a three foot tall masonry wall. He stated that the Petitioner would prefer that the outdoor seating area have a fence, similar to the fencing at JT's Corner Tap, with a deck, three columns, and black railings in between. He stated that the fence would match with the exterior of the building and provide protection.

Mr. McNees stated that the Petitioner has proposed upgraded monument signs with decorative stone veneer bases and prairie stone outcroppings, which will match the materials on the building.

Mr. McNees stated that this property would not be able to be developed under the current code requirements, which is why the variations are being requested, and summarized the variation requests for front yard, side yard and parking setback reductions, and reductions to parking lot landscaping and screening. He stated that requested variations would not negatively impact the surrounding area or the public welfare, and that similar requests to these have been approved by the Village in the past.

Acting Chairman Creighton asked for questions from the audience.

Mr. Bill Hope, 586 Thunderbird Trail, stated that he has a gas station near a Dunkin' Donuts and asked if the Commission has seriously looked at the amount of cars that may be blocking parking spaces as they try to wind around the drive-thru window area, and the amount of congestion it might cause.

Acting Chairman Creighton clarified that Mr. Hope was concerned about the traffic pattern with the amount of drive-through based traffic will bring to the property, especially during those busy times in the morning when traffic is heavy.

Mr. Hope stated that was correct.

Acting Chairman Creighton asked Mr. Farace for the Staff Report.

Mr. Farace stated that the request is for a zoning map amendment to rezone the property to B-2, general retail district upon annexation, Special Use permits for a shopping plaza, with a 5,000 square foot, three tenant building and for drive up service window for the Proposed Dunkin' Donuts, and variations to reduce the front yard building setback along North Avenue, the corner side yard building setback along County Farm Road, to reduce the corner side yard parking setback along County Farm Road, a variation to reduce parking lot landscaping and screening for the parking lot along County Farm Road, along with North Avenue Corridor review.

Mr. Farace stated that a three tenant shopping plaza is being proposed on the property in place of the former gas station where there is now a vape shop. He stated that it is an unincorporated lot of a little more than half of an acre. He stated that the proposed Dunkin' Donuts would be the southernmost tenant in the building.

Mr. Farace stated that access would be provided from the existing curb cut along North Avenue and then the shared curb cut with the shopping plaza to the north, along County Farm Road. He stated that curb cuts would be removed from the existing property along County Farm Road which allows for additional parking. He stated that the parking requirements are for 24 spaces and will actually have 25 spaces. He stated that vehicular stacking of 10 stacking spaces in the Dunkin' Donuts drive-thru is being met as well.

Mr. Farace stated that Staff supportive of the Special Use request for the shopping plaza and for the drive-thru service window.

Mr. Farace stated that, as noted in the Staff Report, there is a request for a small outdoor dining area on the south side of the building. He stated that Staff had recommended that there be some type of small masonry wall for additional security and screening purposes, along with proposed landscaping, due to the potential of heavier traffic in this area. He states that the applicant has proposed masonry columns, or pillars, interspersed with that more decorative aluminum type railing system in between the columns.

Mr. Farace stated that the site is just a little over half an acre couldn't developed if all of the 100 foot setback requirement along the North Avenue Corridor was being met, and 45.9 foot setback is being proposed. He stated that an 80 foot setback is required in the B-2 district along County Farm Road, and a 74.9 foot setback is being proposed. Mr. Farace stated that properties that are within any of the commercial or business districts required a minimum of a twenty foot setback for all parking spaces, and a 9.2 setback is being proposed at the southernmost end of the property due to the angled configuration.

Mr. Farace stated that Staff is supportive of these setback requests.

Mr. Farace stated that the Zoning Code requires a minimum of 10% of a parking lot be landscaped, usually in the form of landscaped parking lot islands. He stated that there will be parking lot islands at the ends of the rows of parking. He stated that they are just under 7% the requirement, and that to meet 10% would mean a loss of parking spaces. He stated that stone outcroppings around the sign, recommended decorative lighting, and the masonry wall will add to the landscaping points.

Mr. Farace stated that Staff is supportive of the variation request given the constraints on the property.

Mr. Farace stated that the code is being met for the North Avenue Corridor review. He stated that the exterior of the building will be a combination of masonry and brick with stone features, and decorative canopies that will be black and orange color for Dunkin' Donuts. He stated that there will be an EIFS cornice at the top. He stated that the signs will match the masonry and will have the stone

outcroppings around the main ground sign, which will be at the corner of North Avenue and County Farm Road. He stated that there is a secondary ground sign that's proposed closer to the entrance near the northbound driveway which mimics the masonry base.

Mr. Farace stated that Staff is supportive of the design of the ground signs.

Mr. Farace stated that last request is to rezone the property upon annexation to the B-2 general retail district. He stated that Staff is supportive of the project and is recommending approval of the requests with the recommendations at the end of the Staff report.

Acting Chairman Creighton asked for questions from the Commission.

Commissioner Meneghini thanked Mr. Panopoulos for the development and expressed concern about the columns and fencing, stating that the fencing at JT's Corner Tap is 100 feet away from Lies Road, whereas the proposed Dunkin' Donuts fencing is coming off a North Avenue, in a northbound direction, and is headed for the proposed fencing. He stated that it is his opinion that the fencing is not adequate for safety of those three tables. He also stated that there is one lane of southbound traffic for the drive-up service window, and asked if there should be a bypass lane for a car that might have to exit the stacking lane.

Mr. Panopoulos stated that he agreed that security and traffic are a concern. He stated that the pillars or bollards could be strategically placed to better protect the area. He stated that the bypass lane is not a requirement in Carol Stream, that it is a convenience. He stated that it wouldn't be feasible as they are up against the property line.

Commissioner Meneghini stated that it could trap five or six cars.

Mr. Panopoulos agreed that it could happen but that it would have to be addressed at that particular time.

Commissioner Petella stated that the fencing should be more protective and that aluminum isn't enough. He confirmed with Mr. Farace that the Staff is supportive of the stacking, parking, and monument signs.

Mr. Farace stated that they were.

Commissioner Petella asked if there would be a parapet roof.

Mr. Panopoulos stated that there would be and that the rooftop units would be screened by the parapet all the way around.

Commissioner Meneghini expressed concern with the safety of 45.9 foot setback from North Avenue.

Mr. Panopoulos stated that he understood the concerns and would try to work with Staff.

Commissioner Christopher expressed concern about safety & bollards, and suggested that bollards be built into the columns of the fence. He also suggested a bollard in front of the drive-up window and the single and double doors.

Commissioner Christopher asked if the building was designed with a triple basin that would be able to handle all three businesses.

Mr. Panopoulos stated that Engineering Services stated that, at this time, current user, Dunkin' Donuts, does not need the exterior triple basin grease trap.

Commissioner Christopher stated that there is a code and that one grease trap can handle three to ten restaurants.

Mr. Panopoulos stated that if there were to be another restaurant, which may not be feasible due to parking, the Health Department as well as Engineering would be consulted.

Commissioner Christopher stated that it is more work and cost to do after the fact.

Commissioner Christopher made reference to the canopy over the drive-thru window that is 9 feet 6 inches and stated that the height for front load garbage pickup trucks is 10 feet 2 inches.

Mr. Panopoulos stated that they should be able to front load pull back out.

Commissioner Christopher stated that they would be backing out into traffic and suggested that garbage pickup is scheduled for off hours, and if they go the wrong way they could destroy the canopy, or raise it.

Commissioner Christopher asked about snow removal.

Mr. Panopoulos stated you know what honestly it's always a challenge when you have a shopping center, and it will be pushed onto the grass areas.

Commissioner Battisto asked Mr. Farace if Staff is comfortable that the landscape requirements aren't going to create problems with visibility for cars to be able to see when coming in and out of the North Avenue side.

Mr. Farace stated that the landscape architect did a good job of making sure that there's a decent amount of visibility at the driveway entrances.

Commissioner Battisto referred to the County Farm entrance and asked to clarify that it is an entrance and exit only on to the southbound side, and that northbound traffic is not allowed to enter in on that side.

Mr. Panopoulos stated that was correct.

Commissioner Battisto expressed concern for the neighboring property to the north because it has two entrances, and asked if they are aware of patrons possibly using those entrances.

Mr. Panopoulos stated that he's a principal in that shopping center as well.

Commissioner Tucek asked Mr. Farace about the removal of fuel tanks, since this is a complete tear down of a gas station.

Mr. Panopoulos stated that the fuel tanks are gone.

Commissioner Battisto asked Mr. Farace if the requested rezoning is consistent with the comprehensive plan.

Mr. Farace stated that it was.

Acting Chairman Creighton asked about bollards in front the parking spaces and that wheel stops are not as effective.

Mr. Panopoulos stated that the problem is that the site is tight and they are only proposing a six-foot walk and doesn't pull up to the bollard, it will hang out of the space. He stated that Bollards might do a better job but they don't make sense.

Acting Chairman Creighton stated that there is glass all the way down to the floor, and suggested masonry at the bottom of the windows.

Mr. Panopoulos stated that they could investigate the possibility of strategically placing masonry at the bottom of the windows. He stated that his other building has knee walls are brick masonry and it's not a bad idea.

Commissioner Battisto stated that he would like to make the recommendation to insist upon the bollards off of North Avenue where there is seating.

Commissioner Christopher suggested heavy duty parking blocks.

Mr. Panopoulos stated that they would pose another problem with small cars. He states that some cars can't pull up all the way. He stated that he would like to ask the Board to address the bollards at the seating area for safety reasons. He also stated that the bollards in front of the building would not be aesthetically pleasing.

Acting Chairman Creighton asked what the anticipated traffic is in that drive aisle on a daily basis.

Acting Chairman Creighton swore in Mr. Kenny, 116 Horizon Circle, Carol Stream, IL, who is the owner of the Dunkin' Donuts.

Mr. Kenny stated that an average store like this anticipates approximately 300 to 400 cars a day, and that the busiest hours are 5:00 am to 10:00 am. He stated that they do about 60% of their business during that time. He stated that they do roughly 35 to 40 cars per hour.

Acting Chairman Creighton asked how long the cars are typically in line.

Mr. Kenny stated that there are standards are 150 seconds from the menu board to the window but they aim for 100 seconds.

Acting Chairman Creighton asked for a motion to recommend to approve zoning to B-2. Commissioner Petella moved and Commissioner Meneghini seconded the motion.

The results of the roll call vote were:

| | | |
|----------|---|--|
| Ayes: | 6 | Commissioners Christopher, Petella, Meneghini, Tucek, Battisto, and Acting Chairman Creighton. |
| Nays: | 0 | |
| Abstain: | 0 | |
| Absent: | 1 | Chairman Parisi |

The motion was unanimously approved.

Acting Chairman Creighton asked for a motion to approve the Special Use for a shopping plaza with Staff and Commission recommendations for three bollards spaced adequately on the south side of the building protecting the outdoor seating area, along with bollards on three doors on the west side of the building protecting the exit doors; along with a motion to approve the drive-up service window,

variations to reduce the front, corner side yard, and parking lot setbacks, and a variation to reduce the parking lot landscape and screening.

Commissioner Petella moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was unanimously approved.

This case will go before the Village Board of Trustees on Monday, November 4, 2019, at 7:30 PM for formal approval.

Acting Chairman Creighton asked for a motion to approve North Avenue Corridor review with setbacks approved.

Commissioner Petella moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was unanimously approved.

Acting Chairman Creighton asked for a motion to close Public Hearing.

Commissioner Battisto moved and Commissioner Christopher seconded the motion.

PRESENTATION:

NEW BUSINESS:

Mr. Farace introduced the new Plan Commissioner, Dan Morris.

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 8:15pm Commissioner Meneghini moved and Commissioner Battisto 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

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: October 25, 2019
RE: Introduction – Newly Promoted Utilities Supervisor Robert Houston

At the regular meeting on Monday, November 4, 2019, I would like to introduce Robert Houston to the Village Board.

Robert was recently promoted to the position of Utilities Supervisor to fill a vacancy created by the departure of the prior Supervisor in June 2019. He has served in both the Streets and the Water/Sewer divisions since his hire in February 2016, and has prior experience working for DuPage County Public Works.

Robert's primary responsibilities as Utilities Supervisor include supervision of employees engaged in the operation and maintenance of water production, storage and distribution as well as the sanitary and storm sewer collection systems.

A RESOLUTION HONORING DAVID CREIGHTON FOR HIS SERVICE ON THE VILLAGE OF CAROL STREAM PLAN COMMISSION/ZONING BOARD OF APPEALS

WHEREAS, David Creighton was appointed to the Plan Commission/Zoning Board of Appeals on September 26, 2011; and

WHEREAS, during his tenure on the Plan Commission/Zoning Board of Appeals, David Creighton attended 70 meetings, at which 150 applications were reviewed; and

WHEREAS, David Creighton participated in the review of significant developments including the Carol Stream Marketplace/Caputo's redevelopment, Windfall Plaza redevelopment/Jet Brite car wash, Pilot Travel Plaza, WoodSpring Suites, LA Fitness, and high-profile industrial redevelopment projects on North Avenue including CoreCentric Solutions and Dermody Properties; and

WHEREAS, David Creighton also participated in the review of important Village projects, including the 2016 Comprehensive Plan update and the expansion and renovation of the Gregory J. Bielawski Municipal Center; and

WHEREAS, David Creighton has made the decision not to seek re-appointment to his position as a member of the Plan Commission/Zoning Board of Appeals.

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: David Creighton's service to the Village of Carol Stream as a member of the Plan Commission/Zoning Board of Appeals, is hereby recognized and commended.

SECTION 2: David Creighton is wished the very best of happiness and health in the future.

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

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

RESOLUTION NO. 3115

**A RESOLUTION HONORING CHARLES MCGUIRE
FOR HIS 30 YEARS OF SERVICE WITH THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Charles McGuire joined the Carol Stream Police Department as a Police Officer on October 2, 1989; and

WHEREAS, Charles McGuire has been honored with several commendations during his career; and

WHEREAS, Charles McGuire has served as a Juvenile Officer, Evidence Technician, Field Training Officer, Range Officer and member of the Emergency Procedures Team; and

WHEREAS, Charles McGuire has been an integral part of the range and firearms training as a Certified FBI Firearms Instructor and Armorer; and

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

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

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

SECTION 2: Charles McGuire is wished the very best of happiness and health in his continued employment with the Village of Carol Stream.

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

PASSED AND APPROVED ON THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: October 30, 2019

RE: **Agenda Item for the Village Board Meeting of November 4, 2019**
Public Hearing for an Annexation Agreement for JMP RE HOLDINGS, LLC -
64 SERIES – 27W210 North Avenue (NW Corner North Avenue & County
Farm Road)

Jim Panopoulos of *JMP RE HOLDINGS, LLC – 64 SERIES* is seeking to annex the unincorporated 0.641-acre property at the northwest corner of North Avenue and County Farm Road. Mr. Panopoulos intends to redevelop the property with a 4,900 square foot inline shopping plaza anchored by a Dunkin' Donuts with a drive-through. The Plan Commission/Zoning Board of Appeals recommended approval of all necessary zoning actions at their meeting on October 28, 2019, by a vote of 6-0. The proposed shopping plaza development will have vehicular cross access with the shopping plaza immediately to the north, which is also owned by Mr. Panopoulos.

The Village Board must conduct a public hearing to consider the proposed agreement. The public hearing was properly noticed in *The Examiner* on October 16, 2019.

BACKGROUND

With a basis in furthering economic development and community planning goals, the Village is interested in annexing properties in the vicinity of North Avenue and County Farm Road. This area is one of the Key Opportunity Areas identified in the Village's 2016 Comprehensive Plan. The proposed shopping plaza redevelopment is consistent with the Comprehensive Plan recommendation for the property, will improve the image of the intersection, and will further establish Carol Stream's presence from a development and land use perspective.

DISCUSSION

As the property is contiguous to the Village's corporate limits, and the developer is proposing a redevelopment of the property that is consistent with the Village's planning objectives, the Village may now annex the property. Village staff has worked with Mr. Panopoulos on the development of an annexation agreement for the property. The agreement generally follows the Village's standard commercial annexation agreement format with few special provisions. Of note, the agreement requires the demolition of the existing building by June 30, 2020.

RECOMMENDATION

Staff recommends that the Village Board conduct the public hearing, accept any public testimony, then close the public hearing. If the Village Board finds the Annexation Agreement acceptable, the Board should adopt the necessary Ordinances annexing the property and approving the Annexation Agreement.

DTB:db

c: Robert McNees (via e-mail)
James Panopoulos (via e-mail)

t:\annexation\case properties - annexation\nwc north & county farm panopoulos\memo - panopoulos annexation vb.docx

Certificate of the Publisher

Examiner Publications, Inc. certifies that it is the publisher of The Examiner of Carol Stream. The Examiner of Carol Stream is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the Village of Carol Stream, township of Bloomingdale, County of DuPage, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in The Examiner of Carol Stream, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on October 16, 2019 and the last publication of the notice was made in the newspaper dated and published on October 16, 2019. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Carol Stream, Illinois, on October 16, 2019.

Examiner Publications, Inc.

By: Publisher 
Randall E. Petrik, Publisher, Examiner Publications, Inc.

Subscribed and sworn to before me this 16 day of October, A.D. 2019.

Notary Public





PUBLIC NOTICE

Notice is hereby given that on Monday, November 4, 2019, at 7:30 pm, the Mayor and Board of Trustees of the Village of Carol Stream will hold a Public Hearing at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, pursuant to 65 ILCS 5/11-15.1-1 et seq., for the purpose of considering and hearing testimony regarding a proposed annexation agreement with JMP RE Holdings, LLC - 64 Series, and the annexation of a tract of land comprising of approximately 0.64 acres and legally described as follows:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28, 1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE, THENCE NORTH-WESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET, THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF SAID LOT 1 TO THE EAST LINE OF SAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 28 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGREE 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-36-200-039.

The property is commonly known as 27W210 North Avenue and is located at the northwest corner of North Avenue and County Farm Road (the Subject Property).

It is proposed that the Subject Property be zoned B-2 General Retail District and developed with a 4,900 square foot commercial shopping plaza, including the provision of a drive-up service window for a proposed Dunkin Donuts.

A copy of the annexation agreement and an accurate map of the Subject Property are on file with the Community Development Department and available for inspection. The proposed annexation agreement may be changed, altered, modified, or amended after the public hearing. All interested parties will be given an opportunity to be heard.

By order of the Village Board, Village of Carol Stream, Illinois. Published in The Examiner, Wednesday, November 16, 2019.

Individuals with disabilities who plan to attend the hearing and who require certain accommodations in order to allow them to observe and participate, or who have questions regarding the accessibility of the meeting or facilities are requested to contact the ADA Coordinator at 630-871-8250.

As published in *The Examiner* Oct. 16, 2019 1016

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 *DTB*

DATE: October 30, 2019

RE: **Agenda Item for the Village Board Meeting of November 4, 2019**
PC/ZBA Case 19-0027, JMP RE Holdings, LLC – 64 Series – 27W210 North Avenue
Zoning Map Amendment to Rezone to B-2 Upon Annexation, Special Use Permits for a
Shopping Plaza and Drive-Up Service Window, Variations for Front and Corner Side
Building Setbacks and Corner Side Parking Setback, Landscape Variations, and North
Avenue Corridor Review

James Panopoulos, manager with JMP RE Holdings, LLC – 64 Series, requests approval of a Zoning Map Amendment upon Annexation, Special Use Permits, Setback and Landscape Variations, and North Avenue Corridor (NAC) Review for the redevelopment of the property at the northwest corner of North Avenue and County Farm Road. The proposal includes demolition of the former gas station building and canopy (which now houses a vape shop) and development of a 4,900 square-foot, three-tenant shopping plaza including a Dunkin' Donuts with a drive-through. The property is unincorporated, and is proposed to be and zoned B-2 General Retail District upon annexation into the Village, which is compatible with the surrounding retail, commercial, and service uses.

The southernmost tenant space is proposed to be a Dunkin' Donuts, and a drive-through lane is proposed along the north and west sides of the building. The drive-through lane meets the minimum vehicle stacking requirements, and parking spaces as required by the Zoning Code will also be provided. An outdoor seating area is proposed south of the Dunkin' Donuts tenant space, and a fence with masonry columns (with encased bollards) will provide additional screening and security of the area given its proximity to the access drive and North Avenue property entrance. The applicant also requests approval of variations associated with building setbacks along both North Avenue and County Farm Road, the parking setback along County Farm Road, and landscaping with the parking lot and for screening purposes along County Farm Road. Staff finds the requested variations to be warranted given the small size of the property, the reduction of space due to previous right-of-way widening, and the limited area for development if all setback and landscaping requirements were met along the North Avenue Corridor. Corridor regulations are met from an architectural design and signage perspective. The building features masonry construction, with brick and stone columns, colored awnings, an EIFS parapet, and glass storefronts. Proposed ground signs will also have masonry elements to match the building.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on October 25, 2019. At its meeting on October 28, 2019, by a vote of 6-0, the PC/ZBA recommended approval of the Zoning Map Amendment, Special Use Permits, and Variations subject to the conditions in the October 28, 2019 staff report. The PC/ZBA also approved the NAC Review by a vote of 6-0. If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Map Amendment, Special Use Permits, and Variations for JMP RE Holdings, LLC – 64 Series, subject to the conditions contained within the Ordinances, and adopt the necessary Ordinances. No Village Board action is necessary regarding the North Avenue Corridor Review.

ec: James Panopoulos and Bob McNees (via email)

SNOW & ICE CONTROL PLAN 2019 - 2020



VILLAGE OF CAROL STREAM DEPARTMENT OF PUBLIC WORKS

Phil Modaff

Director of Public Works

Ron Roehn

Supt. of Operations

Jason Pauling

Street Supervisor

THIS PLAN HAS BEEN DEVELOPED WITH A FOCUS ON TIMELY AND EFFECTIVE SERVICE DELIVERY, WHILE REMAINING SENSITIVE TO THE NEGATIVE IMPACTS OF CHLORIDES ON WATERWAYS AND INFRASTRUCTURE

Village of Carol Stream Department of Public Works 2019 – 2020 Snow & Ice Plan

This plan is designed to support an “open-road” policy, which is intended to make all streets (220 lane miles and over 300 courts) passable no more than eight hours after the last snowflake falls in any event. In order to achieve this policy, the Street Supervisor, in consultation with the Superintendent of Operations and the Director of Public Works, will be responsible for authorizing and assigning the following resources:

- **Supervisory staff** will monitor weather forecasts and conditions, as well as pavement temperature data via a weather service (available remotely) that will deliver virtual pavement data from one central location. Staff will also monitor various live security cameras and stay in contact with Police personnel during off-hours in order to gather information on road conditions. This data will be used to help determine timing of personnel and contractor deployment and the strategies to be employed.
- **In-house personnel** will be placed into service before contractors are called upon. When conditions and/or forecasts indicate the need for additional resources, contracted personnel and equipment will be used to supplement in-house resources. Agreements have been signed with two qualified contractors detailing responsibility, securing insurance and acknowledging pay rates for a variety of equipment.

Once roads are made passable, resources will be strategically assigned and scheduled to fully open roads from curb-to-curb, with more consideration to other factors such as overtime, use of contractors, and employee fatigue.



Plow trucks working in tandem provide more immediate impact

Preventing and Combating Accumulation of Snow Pack and Ice on Pavement

The Department employs several strategies to fight snow pack and ice accumulation:

- **Anti-Icing** is applied to prevent the early development of ice patches, to reduce the formation of snow-pack and to create conditions which promote the build up of slush once snow has started to accumulate. The department's anti-icing production capability was increased with the purchase of a brine-making system in 2013; additional storage capacity (2,500 gallons) was added in 2019. Increased production and storage have allowed for an expanded use of brine prior to an event. Five vehicles (including a UTV) are outfitted with anti-icing equipment to allow for broad coverage of the street network. The UTV-mounted unit is used to apply anti-icing product on Village properties, including the sidewalks in the Glenbard North Walking Path area. Anti-icing will be deployed via two strategies depending on conditions:
 - When there are more than two days' notice prior to a predicted event crews will apply brine on the entire Village street network.
 - When less time is available before an event, crews will spread brine on as many streets as possible, starting with pre-established priorities (main thoroughfares, school zones, curves, hills, and others with a higher incidence of accidents).



Five anti-icing units can be deployed – four on roadways and the newest UTV unit for sidewalks and Village properties

- **De-icing** is performed when ice has formed and/or when snowpack is present. Occasionally, conditions allow spot locations of ice to form and crews may use salt, salt brine, organics, or a mix of these materials, to melt the ice as weather and road conditions demand. In an effort to meet regulatory agency demands to reduce chloride levels in local waterways, **road salt** is conservatively applied based upon a variety of factors as assessed by the Street Supervisor, in consultation with the Superintendent of Operations. Typically, this means that salt will be used sparingly during initial plowing operations or only widely broadcast during the final pass during plow operations (except on the main roadways where salt will be applied as needed).

Depending on the duration of the snow (longer events), the Supervisor may direct operators to trickle salt on the road crown during the first pass in their routes. The salt, coated with a liquid brine solution and organic material, is spread from plow trucks at a pre-determined rate based upon a variety of factors (pavement temperatures, dew point, wind, sunshine, humidity and consistency of the snow). Salt will also be routinely spread on courts, but at a lesser rate than on other streets (typically 100 lbs./lane mile). However, **additional salt may be used during an ice storm, if warranted**, based upon forecast conditions or observations of pavement conditions by operations or police department staff.

- **New for 2019-20, a pilot program will be implemented in Zone 13 to test (under appropriate conditions) use of strictly liquid de-icing materials, instead of salt. The factors to be considered in use of the all liquid de-icing measures include: pavement temperature, air temperature, humidity, time of day, precipitation type and rate of accumulation. The intent of the pilot program is to determine if use of all liquid de-icing can provide a desired level of service while reducing use of chlorides.**



Liquid-only test run in industrial center in 2018-19 winter season

Assignment of Resources

For purposes of effectively deploying vehicles and personnel, the Village's street system has been divided into sixteen zones. Attached is a map which depicts the various zones, developed to make best use of available resources and to deliver timely and effective plowing throughout the community.

- Within most of the zones some streets may be classified as “arterials” or “mains”, based upon their size and/or traffic volume. These arterials and mains are actually treated as one zone (Zone #16), with two large dump trucks, a small dump truck and a pick-up truck assigned specifically to work these streets throughout a snow event.¹ The remainder of the streets is handled by in-house resources, with the exception of courts, which are assigned to contractors.
- Equipment and personnel are assigned to each zone so that work in all zones can begin at roughly the same time, rather than prioritizing one zone over another.²
- The department has adopted a deployment plan to strategically make use of every vehicle when it initially leaves the Public Works Center at the start of operations. Vehicles are assigned a route to plow on the way to their plowing zone, which results in a quicker impact on many of the main streets.
- Another recent new feature is the assignment of a Supervisor to inspect and track the performance of contractors working in the courts. Staff recognized that the largest number of resident complaints originated in the courts. Assigning a Supervisor to oversee contractor work in these areas is intended to improve the quality of service and better track contractor expenses.

Snow Plowing

The Village has a variety of in-house equipment assigned to plowing duties. Below are examples of the typical equipment used in each zone:



Large Dump Truck

¹ Some other roadways in the Village are under the jurisdiction of State, County or Township agencies, including: North Avenue, County Farm Road, St. Charles Road, Schmale Road, Gary Avenue and Army Trail Road.

² Under very heavy snow conditions, resources will be concentrated on mains and arterials.



Six-wheel Dump Truck



Small Dump Truck



Wheeled Loader

General Policies

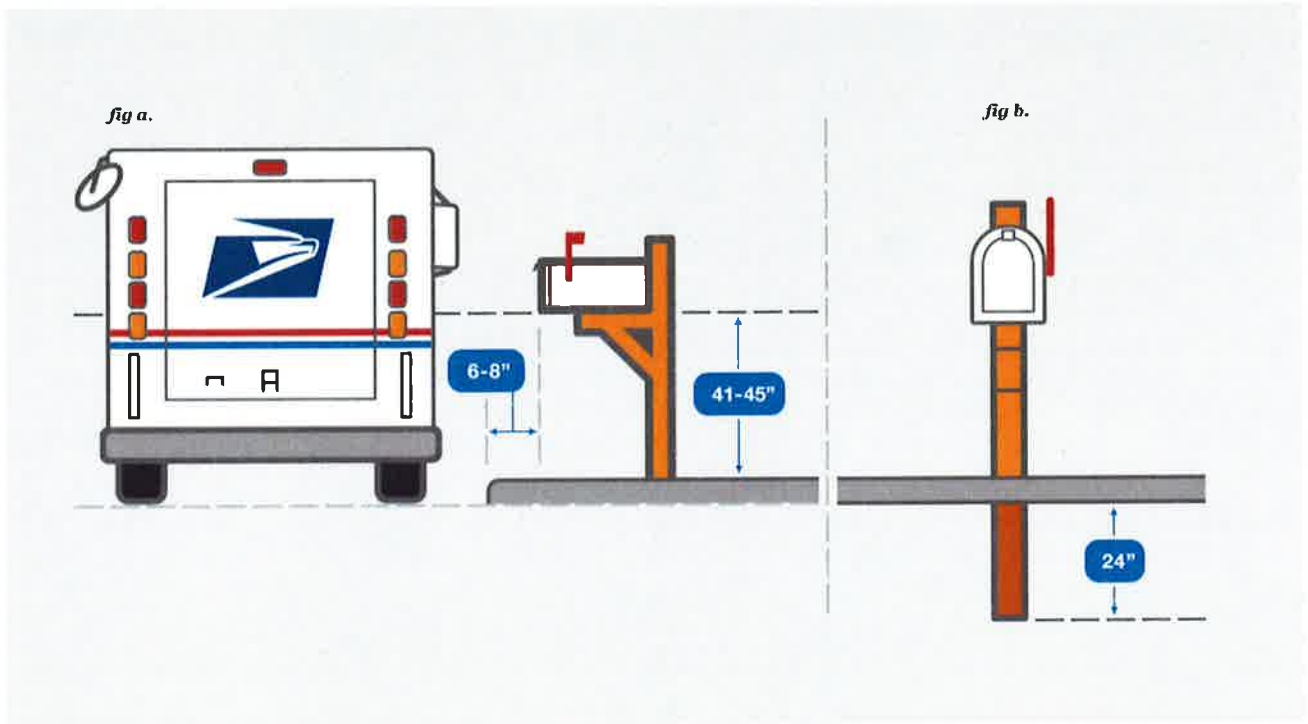
Over the years the Village has adopted a number of policies in order to support the effective removal of snow from the streets. Below is a summary of those policies currently in place:

1. **SIDEWALKS** - As a general rule, sidewalks will not be plowed by the Village, including those in the area of schools. Property owners are strongly encouraged to shovel snow from walks adjacent to their property.
 - a. Glenbard North School Walking Path Program: beginning in 2015-16, the Village partnered with Glenbard North High School and the Carol Stream Park District to clear main walking paths serving the high school. Specifically, a contractor has been engaged to provide the following services:
 - Clearing of snow from sidewalks and/or bike paths in the following locations:
 - On the south side of Lies Road between Idaho Street and Brookstone Drive (except for the area immediately adjacent to the Glenbard North High School property);

- On the west side of Kuhn Road from Thunderbird Drive to Woodhill Drive (except for the area immediately adjacent to the Glenbard North High School property).
- Application of a snow and ice melting agent (to be provided by the Village) in the same areas as identified above.
- Work shall be performed in a timely fashion so as to accommodate pedestrian use of the sidewalks and/or bike paths on the following schedule when:
 - Morning: all requested work to be completed no later than 6:30 am
 - Afternoon: all requested work to be completed no later than 2:15 pm (except for early dismissal on Mondays when work must be completed by 1:15 pm)

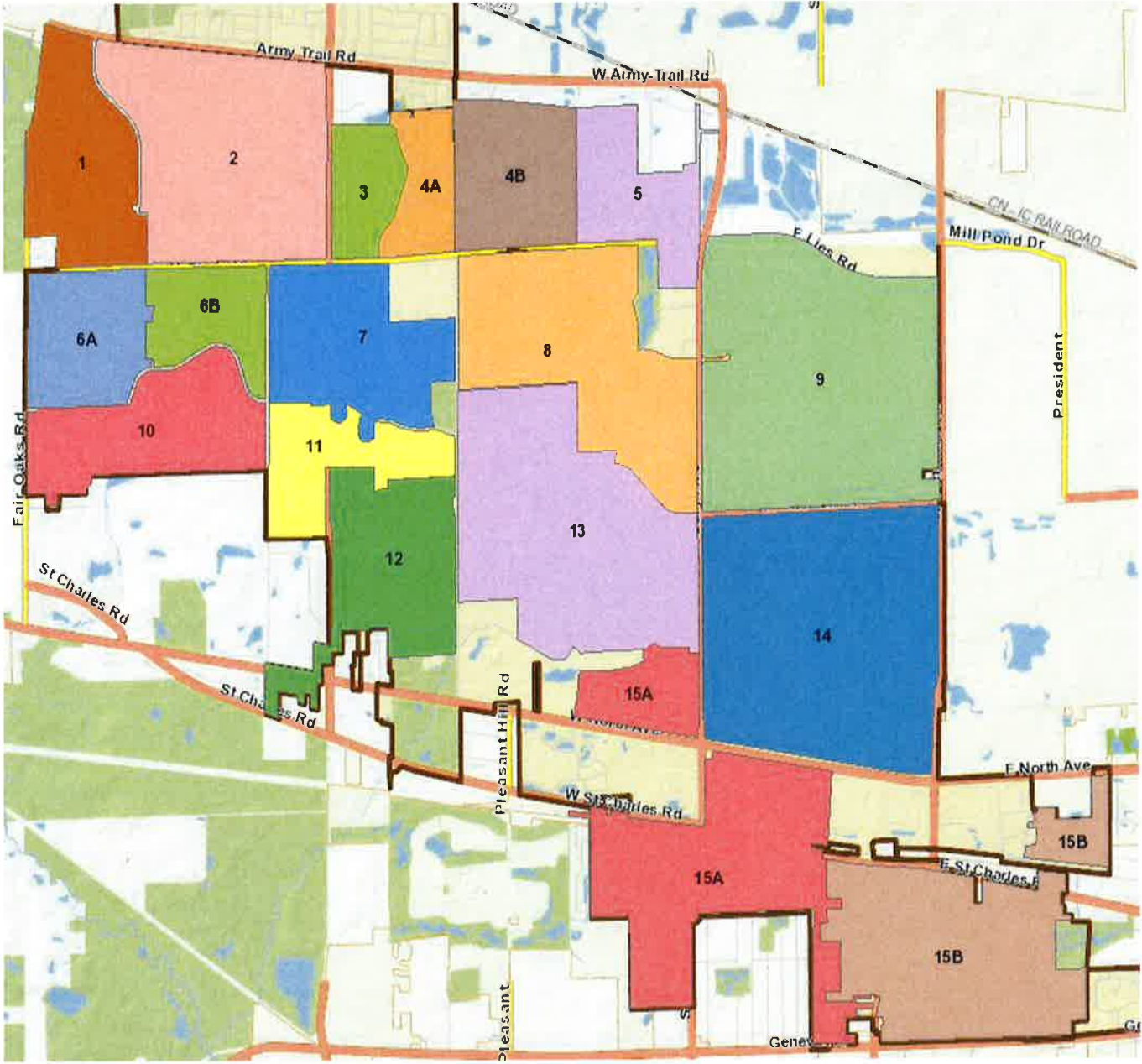
Public Works staff will anti-ice the sidewalks with the UTV-mounted equipment, and continue to anti-ice the bike path with a pick-up truck-mounted unit.

2. **PARKING** - By ordinance, parking is not allowed on streets following a 1-inch snowfall. Public Works and Police staff will coordinate efforts to enforce this ordinance.
3. **STREET STATUS** - The Village will plow all streets, regardless of their acceptance status (i.e. – new developments with public improvements).
4. **FIRE HYDRANTS** - Residents are encouraged to remove snow from around fire hydrants adjacent to their property.
5. **GARBAGE** - On garbage collection days, residents are requested to place garbage containers in their driveways, not on the street or close to the curb. The Village will not reimburse residents for damage to garbage containers placed too close to the street.
6. **PROHIBITED** - All property owners are prohibited by Ordinance from depositing snow in the street when cleaning their driveways.
7. **MAILBOXES** - The Village will replace properly installed mailboxes damaged by direct contact with snowplows. However, mailboxes suffering damage due to improper installation (placed too close to curb) or due to deteriorated support (rotting wood, rusted metal, etc.) will not be the responsibility of the Village. In addition, the Village will not be responsible for mailboxes that may have suffered damage from snow flying off a plow. (**See attached for USPS mail box installation specifications**).



Mailbox Specifications

SNOW ZONE MAP



Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager
DATE: November 1, 2019
RE: Office Manager – Village Manager’s Office

On May 19, 2014, a contract with GovTempsUSA was approved for an Office Manager in the Village Manager’s Office. The arrangement was in lieu of a Village employee with benefits (pension and health insurance). This enabled the Village to obtain the services of an extremely knowledgeable professional while saving money. This arrangement continues to provide high quality services at the savings envisioned.

The initial agreement was for the period May 7, 2014 through December 31, 2014. The arrangement was subsequently extended for one-year terms on January 1, 2015, January 1, 2016, January 1, 2017, January 1, 2018 and January 1, 2019.

Attached for your review and consideration, you will find Exhibits A and B to the Agreement with GovTempsUSA. Exhibit A has been revised to reflect a 3% increase in the hourly rate. The annual cost of \$65,960.96 continues to compare favorably with the cost of a full-time employee with benefits and is reduced from the previously authorized fee of \$80,059.20 due to the reduction in work week hours in 2019 from 40 to 32. The FY 2019-20 budget will incorporate the new rate.

Staff recommends approval of the revisions to the Agreement with GovTempsUSA for the period January 1, 2020 through December 31, 2020 at a cost of \$65,960.96 as articulated in Exhibit A. All other terms of the Agreement approved May 19, 2014 remain unchanged.

Attachments

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Denise Kalke

POSITION/ASSIGNMENT: Outsourced Office Manager

Village of Carol Stream, IL

POSITION TERM: One Year Renewal: January 1 – December 31, 2020.

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

BASE COMPENSATION: \$39.64 per hour for hours worked, based on a thirty-two (32) hour work week (\$1,268.48 per week).

Standard hours will be paid unless the Municipality reports otherwise to GovTempsUSA, LLC via email at payroll@govtempsusa.com on the Monday after the prior work week before the close of business.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: 10/24/2019

Date: _____

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

EXHIBIT B

Municipality Holidays


New Year's Day
Independence Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

Vacation

13 Days starting January 1

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Marc Talavera, Information Technology Director 

DATE: October 29, 2019

RE: Contract for Information Technology Technician – GovTemps USA

Staff seeks an award of contract to GovTemps USA to augment the Information Technology departmental staff. The additional team member will assist in fulfilling the support requirements of the intergovernmental agreement for Information Technology services with the Carol Stream Library approved on May 7th 2018.

Per the terms of the agreement, in FY19/20 the Carol Stream Library will be paying the Village for technology services in an amount of \$7,423.87 monthly. It is staff's recommendation to use the monthly payment to increase the technology department's support capabilities through contracted help in order to satisfy the Library's support requirements. This approach satisfies the support obligation, without placing additional strain on the existing technology staff.

The attached contract is constructed similarly to the other GovTemp agreements previously reviewed by the Village attorney and the hourly wage parallels our pay range for the Technician position. The contract amount of \$89,086.44 is budgeted and within the amount agreed upon with the Carol Stream Library. Staff requests an award of contract to GovTemps for an Information Technology Technician for a term of 12 months.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 1st day of May, 2019 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **Village of Carol Stream** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Worksite Employee. The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. The Parties agree that **Exhibit A** shall establish the framework by which GovTemps shall hire and supply the Worksite Employee and shall not represent a binding obligation that the Municipality accept placement for any Worksite Employee identified on **Exhibit A**. The Municipality shall provide written direction to GovTemps as to the specific need and details for each Worksite Employee at any time during the term of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, at the sole discretion of the Municipality, that GovTemps remove the Worksite Employee and such request shall not be withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps and Worksite Employee are and shall remain independent contractors, and not employees, agents, partners of, or joint venturers with, the Municipality. The Worksite Employee shall remain the employee of GovTemps at all times during the term of this Agreement. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

Section 2.01. Payment of Wages. GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps's own account in accordance with federal and Illinois law and GovTemps's standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

Section 2.03. Employee Benefits. GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. At no time shall the Municipality City be required to pay any amount in addition to the fees set forth in Section 3.01 and **Exhibit A**.

Section 2.04. Vacation, Sick and Personal Leave. The Worksite Employee shall not be entitled to any paid leave during his or her placement for employment with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality notify GovTemps within forty-eight (48) hours of the absence, and GovTemps shall deduct the absence from the fees due pursuant to Section 3.01, provided that if an absence injury occurs on a Friday or weekend, said absence shall be reported on the next business day.

Section 2.05. Maintenance and Retention of Payroll and Benefit Records. GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

Section 2.06. Other Obligations of GovTemps. GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

Section 2.07. Direction and Control. The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

Section 2.08. Obligations of the Municipality. As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages by GovTemps, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall, at its sole discretion, have the right to have the Worksite Employee removed at any time and for any reason, in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee and that Worksite Employee shall receive all direct or indirect compensation including employee benefits from GovTemps;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within forty-eight (48) hours of acquiring such knowledge, provided if an injury occurs on a Friday, weekend or holiday, said injury shall be reported on the next business day. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but shall not be required, to make available an appropriate light duty work assignment for such Worksite Employee, but only if such light duty assignment is available and feasible; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within forty-eight (48) hours following notification of said injury by employee or employee's representative, provided if an illness, accident or injury occurs on a Friday, weekend or holiday, said illness, accident or injury shall be reported on the next business day.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the form of the base compensation as identified by the parameters set forth on **Exhibit A** and specifically agreed to at the time the Worksite Employee is placed with the Municipality. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee, provided the Municipality reports said absence in accordance with Section 2.04, and any fees due shall be reduced to account for any reported absences of the Worksite Employee.

Section 3.02. Increase in Fees. There shall be no increase in fees during the term of this Agreement. Provided, however, should the Municipality decide to increase the base compensation as provided for and identified on **Exhibit A**, the fee shall be adjusted as set forth in Section 3.01

Section 3.03. Payment Method. Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Section 4.02. Certificate of Insurance. Upon request, either Party shall provide the other Party with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality and GovTemps shall both maintain in effect automobile liability insurance which

shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Effective and Termination Dates. Section 5.01. Effective and Termination Dates. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Worksite Employee works at the Municipality is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within thirty (30) days, the notice shall be of no further effect. If such failure is not remedied within the thirty (30) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement For Reason Other than Material Breach. Either Party may terminate this Agreement for reason other than material breach by giving fourteen (14) days prior written notice to the other Party. Upon such termination, GovTemps shall be paid for the time period through the effective date of termination.

Section 5.05. Termination of Agreement to execute Temp-to-Hire Arrangement. At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTempsUSA, LLC within thirty (30) days of the permanent employment date.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

Section 6.02. Injunctive Relief. The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled and limited to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement.

Section 6.03. Survival. The provision of this Section 6 shall survive any termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives and employees, including the Work Site Employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Municipality. The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, and (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the

event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

SECTION 8 ADDITIONAL PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

Section 8.02. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

Section 8.04. Definitions. Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

Section 8.05. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.06. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

Section 8.07. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

Section 8.08. Notices. Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road, Suite 130
Northbrook, Illinois 60062
Attention: Michael Earl
Telephone: 847-380-3240 x104
Email: mearl@govhrusa.com

If to the Municipality:

Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
Attention: Robert Mellor
Telephone: 630-871-6250
Email: rmellor@carolstream.org

Section 8.09. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.10. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.11. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent

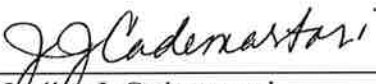
action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.12. Confidentiality. Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Lake County, Illinois.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,
an Illinois limited liability company

By: 
Name: Joellen J. Cademartori
Title: President/Co-owner

MUNICIPALITY
Village of Carol Stream

By: _____
Name: Robert Mellor
Title: Village Manager

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Nicole Boyd

POSITION/ASSIGNMENT: Outsourced IT Technician

POSITION TERM: November 18, 2019 – November 20, 2020

Worksite Employee may leave assignment by providing fourteen (14) days written notice.

Agreement may be extended annually, with agreement among all parties. Please review

Section 5 of this agreement for complete terms of the position.

BASE COMPENSATION: \$42.83 per hour for hours worked, based on a forty (40)

hour work week (\$1,713.20 per week). Overtime rate of \$64.25/hour will be paid for

hours worked over 40 per week. Hours shall be reported weekly via timesheet

to GovTempsUSA, LLC via email at payroll@govtempsusa.com on the Monday after

the prior work week.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: 10/18/2019

Date: _____

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

EXHIBIT B
Summary of Benefits


Municipality Holidays

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

Paid Time Off

10 days off starting November 18, 2019

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Marc Talavera, Information Technology Director 
DATE: October 29, 2019
RE: 2020-21 GIS Consortium Service Provider Contract

In November of 2015 the Village had joined the GIS Consortium (GISC) and entered into an contract with the GIS service provider, Municipal GIS Partners, Inc. (MGP). The contract provides GIS program staffing consisting of an Onsite Analyst, Shared Analyst, Client Account Manager and Manager. To hire this staff would be cost prohibitive for the Village.

On April 6, 2015 the Village entered into an updated GISC Service Provider Contract. This contract allowed for the Village to add Supplemental Statements of Work every January 1st without having to amend the contract. The GISC is on a calendar fiscal year rather than a May 1st fiscal year.

Since joining the consortium, the Village has made significant progress integrating and improving our GIS capabilities. Currently MGP and IT staff work collaboratively on the following projects:

- a. Continued Cartegraph Integration
- b. Continued Development of Utility Data
- c. Sanitary Sewer Pipe and Manhole Summary for Redzone
- d. Mapping integrations with Village Systems
- e. Police Zone and Block Maps
- f. Various Story Maps
- g. Cartegraph Asset Visualization Improvements
- h. Police Crash Incident BI Layers
- i. Community Development Project Maps

The GISC negotiated the MGP employee contract rates for the Supplemental Statement of Work. The hours allocated in the agreement are based off the original GIS Services Provider contract with MGP and our agreement with GISC. No hour or service changes have been requested. For reference, the 2019 contract was a not to exceed amount of \$142,278.15, the 2020 total cost is \$146,352.00. This represents a 2.82% increase over the last year; however, it should be noted that this is the first time in 3 years there was a service increase.

Information Technology has reviewed the Supplemental Statement of Work and found it to be acceptable. Therefore staff recommends an award of Supplemental Statement of Work contract to MGP at a cost not to exceed \$146,352.00

Supplemental Statement of Work

Pursuant to and in accordance with Section 1.2 of that certain GIS Consortium Service Provider Contract dated May 1, 2015 (the "Contract") between the Village of Carol Stream, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2020 ("SOW"):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

1. Project Schedule/Term:

Pursuant to Section 5.2 of the Contract, this SOW shall extend the Initial Term for an additional one (1) year period. For the avoidance of doubt, this Renewal Term shall commence on May 1, 2020 and remain in effect for one (1) year.

2. Projected Utilization:

As set forth in Section 4.1(c) of the Contract, the project utilization shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The projected utilization for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. 1,151 hours of Site Analyst
- B. 233 hours of Shared Analyst
- C. 115 hours of Client Account Manager
- D. 59 hours of Manager

3. Service Rates:

As set forth in Section 4.1(c) of the Contract, the service rates shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC. The service rates for the calendar year beginning January 1, 2020 and ending December 31, 2020 is set forth in this SOW as follows:

- A. \$ 91.15 per hour for Site Analyst
- B. \$ 91.15 per hour for Shared Analyst
- C. \$106.90 per hour for Client Account Manager
- D. \$134.00 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$146,352.00.

Total Not-to-Exceed Amount for Services (Figures): one hundred forty-six thousand three hundred fifty-two dollars zero cents.

In the event of any conflict or inconsistency between the terms of this SOW and the Contract or any previously approved SOW, the terms of this SOW shall govern and control with respect to the term, projected utilization rates, service rates and scope of services. All other conflicts or inconsistencies between the terms of the Contract and this SOW shall be governed and controlled by the Contract. Any capitalized terms used herein but not defined herein shall have the meanings prescribed to such capitalized term in the Contract.

4. Modifications to the Contract:

1. Section 6.1 of the Contract (“Voluntary Termination”) is hereby amended to read as follows:

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred and eighty (180) calendar days prior written notice to the Municipality.

2. Section 6.2 of the Contract (“Termination for Breach”) is hereby amended to read as follows:

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) calendar days of receipt of written notice of such breach from the non-breaching party.

3. The following provisions are hereby incorporated into the Contract:

Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this section or the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq., as it may be amended from time to time, and any successor thereto (the “Act”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, et seq., as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this section in every subcontract awarded under which any portion of the Contract

obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this section by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SIGNATURE PAGE FOLLOWS

Signature Page to Supplemental Statement of Work

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____, _____.

ATTEST:

VILLAGE OF CAROL STREAM

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas Thomey
Its: President

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
THRU: William N. Cleveland, Engineer Services Director *WB*
FROM: Gregory R. Ulrich, Stormwater Administrator *GRU*
DATE: October 30, 2019
RE: Clearwater Court Storm Sewer Rehabilitation Project
Award of Phase II Design Services to Engineering Resource Associates, Inc.

The rear yards of residents living along Clearwater Court and Kalamazoo Court have been experiencing drainage problems due to a failing Village underdrain system. Engineering Staff sent a request for qualifications (RFQs) to five engineering firms. A consultant selection committee determined Engineering Resource Associates, Inc. (ERA) to be the highest-ranked firm based on the selection criteria.

On June 19, 2018, the Village entered into a contract with ERA for a fee of \$25,835.00 for Phase I Design Services. Phase I included reviewing several concepts, as well as a topographic survey and stormwater report that can be re-used for Phase II. On October 1, 2019 staff presented the preferred concept plan from Phase I to residents at a public meeting. Those in attendance had no major objections, but encouraged staff to reduce the amount of retaining wall in the final design. Staff then requested a proposal from ERA, which included a request for additional effort towards the design of the grading, retaining wall, and sump pump connections. A proposal was received by staff on October 23, 2019 and after minor negotiations, a fair and reasonable fee was agreed to on October 28th.

The FY19/20 budget of \$442,000 for design and construction earmarked \$36,000 for the Phase II design. Therefore, Engineering staff recommends award of a contract for a cost not to exceed \$27,090.00 to Engineering Resource Associates, Inc. for Phase II Design Services.

cc: Phil Modaff, Public Works Director (via email)
Jon Batek, Finance Director (via email)

Attachments:

1. ERA Proposal, dated 10/23/19.
2. Professional Services Agreement, dated 11/05/19 (Consultant Signed).

October 23, 2019

Mr. Greg Ulreich
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Subject: Proposal for Professional Civil Engineering Services
Clearwater Court Phase II Design Services

Dear Greg:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for design services for the Clearwater Court rear yard drainage Improvements. The proposal is based upon your request for proposal and our knowledge of the project area.

Project Understanding

The Village of Carol Stream has experienced rear yard drainage problems for residents living on Clearwater Court. ERA completed the Phase I schematic design and analysis. The Village now desires to complete final design plans and contract documents for the recommended alternative. This includes 12-inch and 15-inch storm sewer along the rear property line and replacement of the existing retaining wall.

Scope of Services

1. **Meetings and Coordination** – We will work closely with staff to maintain communication throughout the duration of the project including obtaining information, providing progress updates and discussing relevant issues. ERA will provide coordination with key stakeholders such as reviewing agencies and other parties having an interest in the project. This task includes preparation of meeting agendas prepared and distributed 2 working days in advance of meetings and preparation of minutes prepared and distributed within 5 working days following the meeting. The following meetings are anticipated.
 - 1.1. *Progress Meeting* – Discuss the 80% PS&E with Village staff
 - 1.2. *Construction Meeting* – Discuss the 95% PS&E with contractor to review constructability and bid-ability concerns
 - 1.3. *Pre-Final Review Meeting* – Discuss 95% PS&E with Village staff.
2. **Retaining Wall Design** – ERA will complete a structural design of the rear yard retaining wall. ERA will coordinate with the geotechnical engineer who will perform the soil borings. It is assumed that borings will be done under a separate contract, if necessary.
3. **80% Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (80%) for the rear yard drainage improvements identified in the Phase I study and schematic design. It is anticipated that plans will include the following sheets:
 - a. Cover Sheet and Location Map
 - b. General Notes and Typical Sections
 - c. Summary of Quantities and Schedule of Quantities

- d. Alignment, Ties and Benchmarks
- e. Traffic Control/Access Plans and Details
- f. Plan View Sheets (1"=10') for Corridor Between Homes
- g. Frequent Cross-Sections to minimize retaining wall and to communicate impacts to residents.
- h. Stormwater Pollution Prevention Plans
- i. Restoration Plans
- j. Tree Removal and Preservation Plans
- k. Construction Details Including Sump Pump Connection Details

This task includes the preparation of specifications and an engineer's opinion of probable construction cost.

4. **95% Pre-Final Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (95%) for the rear yard drainage improvements. It is anticipated that plans will include similar plan sheets as the 80% PS&E. This task includes the preparation of specifications and an engineer's opinion of probable construction cost. In conjunction with the submittal of the plan set ERA will perform value engineering to identify cost saving measures prior to developing the 100% plans.
5. **100% Plans, Specifications and Estimates (PS&E)** – This task includes the preparation of PS&E (100%) for the rear yard drainage improvements. It is anticipated that plans will include similar plan sheets as the 95% PS&E. This task includes the preparation of specifications and a final engineer's opinion of probable construction cost.
6. **Stormwater Report** – ERA will prepare a stormwater tabular report for submittal to the Village of Carol Stream. It is assumed that most of the hydrologic/hydraulic calculations and modeling have been performed as part of the Phase I work. This task includes gathering this information and compiling it into the format required by the DuPage County ordinance. Review of the submittal by DuPage County or representative consultant is not anticipated.
7. **QA/QC Review** – ERA will perform an in-house QA/QC review at the 80%, 95%, and 100% design. The review will be provided by an engineer not involved in the detailed design.
8. **Bidding Assistance**– ERA will provide bidding assistance for the project. This work will include answering bidder questions, preparation of addenda as required and addressing Requests For Information.

Services Not Included

Only services specifically described in this proposal are included in our scope of work. The following are specifically excluded, although they may be added as a contract amendment at a future date for an agreed additional fee.

- Surveying Services
- Wetland Mitigation and Delineation Services
- Property Acquisition
- Variance Procedures
- Floodplain/Floodway Modeling



ENGINEERS — SCIENTISTS — SURVEYORS

- BMP Design
- Geotechnical Engineering
- CCDD Testing
- Construction Observation
- Construction Layout
- As-built Plans

Fees

The cost associated with the services included in this proposal will be on an hourly not to exceed basis according to included breakdown of design tasks and hours.

Direct costs including printing, copies, shipping, mileage, etc. have been estimated and will be charged at the actual rate incurred plus no markup.

Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Any unpaid ERA invoices over 30 days old must be paid in full prior to our release of the project's final deliverable. "Pay at pick up" for final deliverable may apply.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached schedule of hourly rates (Exhibit 2).

Please send payment(s) to:
3s701 West Ave., Suite #150, Warrenville IL 60555
Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval. If acceptable, please sign the proposal where indicated below (Exhibit 1) and return one (1) copy for our files. Receipt of executed proposal will serve as authorization to proceed with the project to the full extent of the contract.

If you have any questions, please contact me at 630-393-3060x23 or mmichalisko@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE

A handwritten signature in black ink, appearing to read 'Marty Michalisko'.

Marty Michalisko, P.E.
Project Manager
MJM/mjm

Clearwater Court Drainage Improvements Phase II



Exhibit 1

Acceptance & Authorization Form – October 23, 2019 Proposal
Clearwater Court Drainage Improvements Phase II

Engineering Resource Associates, Inc.

Village of Carol Stream

Marty Michalisko

Authorized Signature
Marty Michalisko, PE, CFM
Printed Name and Title

Authorized Signature
Printed Name and Title

3S701 West Avenue
Suite 150
Warrenville, Illinois 60555
630-393-3060 t, 630-393-2152 f

Date

Please Provide Contact Information:

Mailing Address:
(please provide street address for UPS deliveries)

Telephone & Facsimile Numbers:

Email Address:

INVOICES should be sent via:
If different than above address,
invoices should be addressed to:

Email USPS Mail Email & USPS Mail

Attn:

Invoice Email Address (if different than above)

Exhibit 2

**Engineering Resource Associates, Inc.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 1, 2019 THROUGH DECEMBER 31, 2019**

| <i>Staff Category</i> | <i>Hourly Billing Rate</i> |
|------------------------------|----------------------------|
| Professional Engineer VI | \$236.00 |
| Professional Engineer V | \$225.00 |
| Professional Engineer IV | \$182.00 |
| Professional Engineer III | \$158.00 |
| Professional Engineer II | \$135.00 |
| Professional Engineer I | \$114.00 |
| Structural Engineer VI | \$236.00 |
| Structural Engineer III | \$172.00 |
| Structural Engineer II | \$144.00 |
| Staff Engineer III | \$114.00 |
| Staff Engineer II | \$100.00 |
| Staff Engineer I | \$98.00 |
| Engineering Intern III | \$53.00 |
| Engineering Intern II | \$40.00 |
| Engineering Intern I | \$37.00 |
| Engineering Technician V | \$126.00 |
| Engineering Technician IV | \$113.00 |
| Engineering Technician III | \$82.00 |
| Engineering Technician II | \$56.00 |
| Engineering Technician I | \$38.00 |
| Environmental Specialist III | \$146.00 |
| Environmental Specialist II | \$136.00 |
| Environmental Specialist I | \$89.00 |
| Professional Surveyor II | \$168.00 |
| Professional Surveyor I | \$141.00 |
| Surveyor IV | \$110.00 |
| Surveyor III | \$104.00 |
| Surveyor II | \$69.00 |
| Surveyor I | \$46.00 |
| Administrative Staff IV | \$98.00 |
| Administrative Staff III | \$89.00 |
| Administrative Staff II | \$75.00 |
| Administrative Staff I | \$62.00 |

Direct Costs will be billed at their actual rate.



VILLAGE OF CAROL STREAM
 Clearwater Court Drainage Improvements Phase II
 Prepared By
 Engineering Resource Associates, Inc.
 Wednesday, October 23, 2019

| TASK | Classification: *Rate: | Project Manager \$155.00 | Project Engineer \$120.00 | Design Engineer \$100.00 | CAD/GIS Technician \$100.00 | Survey PM \$120.00 | Project Surveyor \$90.00 | Admin Assistant \$70.00 | Total |
|--------------------------|---------------------------|--------------------------------|---------------------------------|--------------------------------|-----------------------------------|--------------------------|--------------------------------|-------------------------------|--------------------|
| 1. Meetings/Coordination | | 8 | 4 | | | | | | 12 |
| 2. Retaining Wall Design | | 8 | | 16 | 16 | | | | 40 |
| 3. 80% PS&E | | 8 | 16 | 24 | 32 | | | 1 | 81 |
| 4. 95% PS&E | | 4 | 12 | 16 | 16 | | | 1 | 49 |
| 5. 100% PS&E | | 2 | 8 | 8 | 8 | | | 1 | 27 |
| 6. Stormwater Report | | | | | | | | | 0 |
| 7. QA/QC Review | | | 16 | | | | | | 16 |
| 8. Bidding Assistance | | 2 | 4 | 8 | | | | 1 | 15 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | | | | | | | | | 0 |
| | Hours | 32 | 60 | 72 | 72 | 0 | 0 | 4 | 240 |
| | Fee | \$4,960.00 | \$7,200.00 | \$7,200.00 | \$7,200.00 | \$0.00 | \$0.00 | \$280.00 | \$26,840.00 |

Engineering Reimbursable Expenses \$250.00
TOTAL NOT TO EXCEED PROJECT FEE \$27,090.00

PROFESSIONAL SERVICES AGREEMENT

Clearwater Court Rear Yard Drainage Project Phase II Design Services For The Village of Carol Stream

THIS AGREEMENT made and entered into this 5th day of November, 2019, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and Engineering Resource Associates, Inc. (hereinafter referred to as the "Consultant")

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into an Agreement to formalize their relationship; and

WHEREAS, the Village requested qualifications (hereinafter referred to as the Request for Qualifications or RFQ), attached hereto as ATTACHMENT #1, from the Consultant to perform professional engineering services and, in response to the Village's request, Consultant submitted a statement of qualifications (hereinafter referred to as the SOQ), attached hereto as ATTACHMENT #2; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set out in their SOQ, the Village found that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, after entering into negotiations with the Village, Consultant agreed to perform professional engineering services for Phase I, which included several concept drawings, stormwater calculations, estimates of costs, and a summary memorandum, which was satisfactorily completed in April 2019; and

WHEREAS, the Village desires to proceed with Phase II, and after entering into negotiations with the Village, Consultant agreed to perform the services more particularly described in the submitted proposed approach and project fee (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #3, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, pursuant to the Village of Carol Stream Purchasing Manual the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

All services described in the "Scope of Services" (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner and shall be in accordance with the professional standards applicable to such service on the Project for which such services are rendered. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by subconsultants hired by the Consultant. The Consultant will perform the work activities described in the Scope promptly and without unreasonable delay and will give all projects such priority as is necessary to cause the services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices.

B. TIME OF PERFORMANCE

The Consultant shall provide the professional engineering services for Scope, including the submittal of all deliverables, in accordance with the anticipated project schedule as developed by the Consultant in their SOQ, but no later than 31st day of March, 2020. If requested, the Village may, at its sole discretion, elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

The Village shall provide any data, reports, records, and maps for the project that are in the possession of the Village. No charge will be made to the Consultant for such information, and the Village will cooperate with the Consultant to facilitate the performance of the work described in this Agreement.

D. COMPENSATION

The Village shall pay the Consultant in accordance with ATTACHMENT #3, Total Not to Exceed Project Fee, of the Agreement for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this

Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred.

E. RECORDS

The Consultant agrees to maintain records and a system of accounting consistent with generally accepted accounting principles and follow such procedures as may be required by the Village. Such records shall include all information pertaining to the Agreement, payroll, receipted invoices, obligations and unobligated balances, assets and liabilities, expenses and outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the Consultant for a period of at least four (4) years after completion of this Agreement, unless a longer period is required to resolve audit findings, litigation or required by state or federal regulations. In such cases, the Village shall request a longer period of record retention.

The Village shall have full access and the right to examine any and all pertinent documents, documents, records, and books of the Consultant involving Consultant's services on projects arising under this Agreement.

F. RELATIONSHIP

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

G. TERMINATION

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause - If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:

- a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
- b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
- c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider

said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

Consultant shall correct, at no cost to the Village, any and all errors, omissions, or ambiguities in the work product and services provided or submitted to the Village. If the Consultant has prepared plans and specifications or other design documents to be used in construction of a project or provided services, Consultant shall be obligated to correct any and all errors, omissions or ambiguities in the work product or services discovered prior to and during the course of construction of the project. This obligation shall survive termination of this Agreement.

I. CHANGES, AMENDMENTS, MODIFICATIONS

Since some of the Consultant's services are being provided on an as-needed basis, the amount of services may be less than anticipated. The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

J. PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel and equipment required in order to perform under this Agreement. Such personnel shall not be employees of, or have any contractual relationship to, the Village.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without prior written approval of the Village. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this Agreement.

K. ASSIGNABILITY

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that

claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

L. SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in replying to this SOQ.

N. REPORTS AND INFORMATION

The Consultant, at such times and in such forms as the Village may require, shall furnish the Village such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, any affidavit or certificate, in connection with the work covered by this agreement as provided by law and any other matters covered by this Agreement.

O. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

P. COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

Q. COMPLIANCE WITH LAWS

The Consultant shall comply with all applicable federal, state or local laws, ordinances, and codes and the Consultant shall hold and save the Village harmless with respect to any damages arising from any failure of the Consultant or its officers, agents or employees to comply with any such laws in performing any of the work provided under this Agreement.

R. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin,

handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event that the Public Body is found to have not complied with the FOIA, based upon Consultant's

failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS - 720 ILCS 5/33E-1

The Consultant certifies that he/she/it 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 the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e 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.

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE - 65 ILCS 5/11-42.1

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

Y. DEBARMENT

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

Z. INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

AA. INTEREST OF CONSULTANT AND EMPLOYEES

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

BB. AUDITS AND INSPECTIONS

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

CC. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

DD. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. This rating requirement shall be waived for Worker's Compensation coverage only.
3. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.
4. Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class

of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

5. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
6. **Insurance Covering Special Hazards:** Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. **Licensed and Non-Licensed Motor Vehicles:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
8. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. **The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance**

of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

EE. COMPLETE AGREEMENT

This is the complete Agreement between the Parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval of the Village.

FF. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: William Cleveland
Assistant Village Engineer
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
bcleveland@carolstream.org

If to Consultant: Marty Michalisko
Principal / Project Manager
Engineering Resource Associates, Inc.
3s701 West Avenue, Suite 150
Warrenville, IL 60555
mmichalisko@eraconsultants.com

GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement together with the Statement of Qualifications and the Consultant's Proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement, excluding the Statement of Qualifications, its amendments and the Consultant's Proposal; second priority shall be given to the provisions of the Consultant's Proposal, excluding the Statement of Qualifications and its amendments; and third priority shall be given to the provisions of the Statement of Qualifications and its amendments.

HH. INTERPRETATION, ENFORCEMENT & DISPUTES

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in DuPage County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Request for Qualifications (RFQ)

ATTACHMENT #2, Consultant's Statement of Qualifications (SOQ)

ATTACHMENT #3, Consultant's Proposed Services & Project Fee (PROPOSAL)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE

By: _____

Title: _____

Date: _____

ENGINEERING RESOURCE ASSOCIATES, INC

CONSULTANT

By:  _____

Title: PRINCIPAL _____

Date: 10/28/19 _____

Village of Carol Stream
 Interdepartmental Memo

TO: Robert Mellor, Village Manager

THRU: William N. Cleveland, Engineering Services Director *WR*

FROM: Gregory R. Ulreich, Stormwater Administrator *GRU*

DATE: October 30, 2019

RE: Sanitary Sewer Extension – 250 N. Gary Ave.
 Award of Phase II Design Services to Strand Associates, Inc.

Proposals were received on October 28th for the design of a bypass sanitary sewer extension under Gary Avenue along the northern portion of St. Andrew United Methodist Church’s property. The 2017 trunk sanitary sewer inspection found the existing sewer was partially obstructed by an unknown object underneath the median of Gary Avenue, as well as cracking in the top of the pipe that runs between two residences on Blackhawk Drive. This bypass sewer was contemplated several decades ago, but never completed, so easements across the church’s property already exist.

The Request for Proposal (RFP) was by invitation only based on prior experience and all four invited firms submitted. The firms were scored on their technical qualifications using Quality Based Selection (QBS) of the following categories: Firm Experience 20%, Team Experience & Qualifications 50%, and Project Approach & Schedule 30%. Their proposed fees were then reviewed for reasonableness. BLA did not include “Bid Assistance” in their fee, so the average cost of \$2,767 from the other three proposals was added to their original fee (\$25,207.00) for the purpose of fair comparison. This resulted in the top three fees being within a 5% spread, as well as within staff’s expected cost range of \$25K-\$30K. The QBS criteria set forth in the RFP allowed the Village to choose the Firm that presented the “Best Value” by balancing technical qualifications with the proposed fee. Since the fee from Clark is half its competitors, staff believes it lacked the necessary hours and is not a fair and reasonable fee. The cost spread between the other three firms was minimal, therefore, the **Best Value ranking was based on the technical scoring.**

| Firms | Technical Score | Proposal Fee | Best Value Ranking |
|------------------------------------|-----------------|----------------|--------------------|
| Strand Associates, Inc. | 90 | \$ 29,400.00 | 1 |
| Bollinger, Lach & Associates (BLA) | 85 | *\$ 27,974.00* | 2 |
| Alfred Benesch & Co. (Benesch) | 75 | \$ 28,394.00 | 3 |
| Clark Dietz (Clark) | 70 | \$ 14,200.00 | 4 |

(*) Indicates adjusted value.

The FY19/20 budget included \$120,000 for Sanitary Sewer I&I Reduction Program, which was meant to address issues discovered during analysis of 2017 trunk sanitary sewer inspections. The Village has worked with Strand previously and they had the most relevant sanitary sewer experience of the four firms. Therefore, Engineering & Public Works staff recommend award of a contract for a cost not to exceed \$29,400 to Strand Associates, Inc. for Phase II Design Services of the 250 N. Gary Sanitary Sewer Extension.

cc: Phil Modaff, Public Works Director
 Jon Batek, Finance Director

Attachments:

1. Request for Proposal issued 10/07/19.
2. Proposal (Technical & Fee) from Strand Associates, Inc. dated 10/28/19.



**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES – ENGINEERING**

**THE VILLAGE OF CAROL STREAM
REQUEST FOR PROPOSALS:
SANITARY SEWER EXTENSION – 250 N GARY AVE**

| | |
|--|--|
| Invitation Date | October 7, 2019 |
| Deadline Date for Inquiries | October 24, 2019 12:00 PM CST |
| Deadline Date for Submittals | October 28, 2019 10:00 AM CDT |
| <i>Anticipated Date for Consultant Selection</i> | October 29, 2019 |
| <i>Anticipated Date for Final Agreement</i> | October 30, 2019 |
| <i>Anticipated Date for Award of Contract</i> | November 4, 2019 |

1 – INFORMATION AND INSTRUCTIONS TO FIRMS

- 1.1 The Village of Carol Stream (Village) intends to procure a qualified and responsible Illinois registered design firm (Consultant) to provide design, cost estimating, preparation of contract documents, and bid assistance (Phase II) for the Village to bid the Sanitary Sewer Extension – 250 N Gary Ave project (Project).
- 1.2 The Village will divide the Professional Services for this Project into two phases: Phase II – Final Engineering & Contract Preparation and Phase III – Construction Assistance. **This RFP is for Phase II only.** Upon completion of Phase II and at its sole discretion, the Village may choose to either negotiate an agreement for Phase III services with the same Consultant or elect to negotiate with the next highest ranked firm.
- 1.3 This project has not been budgeted, but the Village has \$236,000 in available funds for this fiscal year (ending 04/30/20) that may be re-purposed for this design and construction. As construction may occur in the next fiscal year (5/1/20-4/30/21), the Village will need a cost estimate by mid-December 2019. To receive favorable pricing, the Village desires to send Invitations to Bid by end of March 2020.
- 1.4 This Request for Proposals (RFP) is by invitation only. Only those firms who have received an official letter or email from the Village inviting them to participate may submit.
- 1.5 The Project description is the following:
Install a sanitary sewer beneath Gary Avenue approximately 100 feet south of the existing crossing and continue westward along the north property line of 250 N Gary Ave within the existing Village easement and re-connect into the existing 33-inch trunk line. The design should limit the amount of bypass pumping required by maintaining operation of the existing sewers until the proposed re-route is complete. The current sewer will remain as an option for any future emergency by-pass. See Attachment A for Location Map & Concept Design.
- 1.6 The Project history is:
A 15" pipe conveys sewage beneath Gary Avenue just south of Kehoe Boulevard from approximately 1,300 acres of mostly light industrial from the north, east, and south. The sewer was televised in 2017 and found to have an obstruction of unknown nature. Since bypassing the flow across Gary Avenue would be expensive, the Village does not want to risk worsening the situation by attempting to remove the obstruction. In addition, the televising also found longitudinal cracks in the crown of the sewer that runs between the homes on Blackhawk Drive. Village records indicate plans were contemplated to construct a similar re-route several decades ago, but it was never completed.
- 1.7 All inquiries regarding this project may be directed to Greg Ulreich via e-mail at gulreich@carolstream.org. Any oral communications will be considered unofficial and non-binding on the Village. Clarifications and amendments will be provided in writing and posted on an as-needed basis on the [Village's file sharing site](#), but no additional postings will occur after the Deadline Date for Inquiries in order to allow firms to finalize their Proposal. It is the responsibility of individual firms to check the link above for any updates prior to submitting their Proposal.

2 – EVALUATION AND SELECTION PROCESS

- 2.1 The Village's schedule for this project is on the cover page of this RFP.
- 2.2 The Village will evaluate each RFP according to the Technical Evaluation Criteria section. Additional information may be requested and/or interviews performed to aid the Village in its evaluation. However, the Village reserves the right to make an award without further discussion of the submittals.
- 2.3 The Village will then review the proposed fee submitted by each firm and will select the firm whose combination of technical qualifications and fee provides the **Best Value** to the Village. Therefore, the Village reserves the right to not select the highest, technically-ranked firm should the Village determine, at its sole discretion, that the fee provided does not provide the best value. Similarly, the Village reserves the right to not select the firm with the lowest fee even if that firm is technically qualified to perform the work.
- 2.4 The selected consultant will then be invited to finalize a contract using the Village's Professional Services Agreement (see Attachment C). Each firm is expected to review the contract clauses prior to submitting a Proposal. The Village reserves the right to negotiate all elements of the submittals, proposals, terms and conditions, and/or Scope of Services as part of the award process prior to any formal authorization of the Agreement by the Village. If the selected firm is unwilling to execute the Village's Agreement form and/or the selected firm fails to execute the Village's Agreement within 10 business days of delivery of the final Agreement, the Village may elect to negotiate a contract with the next Best Value firm until a contract Agreement is executed and approved by the Board of Trustees. The Village also reserves the right, in its sole discretion, to terminate the selection process at any time. The Village shall not be bound, or in any way obligated, until both parties have executed an Agreement. No party may incur any chargeable costs prior to the execution of the final Agreement.
- 2.5 The Village reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process and to be the sole judge of the merits of the respective proposals received. This RFP does not obligate the Village to pay any costs incurred by respondents in the preparation and submission of their proposals. Furthermore, the RFP does not obligate the Village to accept or contract for any expressed or implied services.
- 2.6 All information submitted by firms and related Village evaluations and rankings shall be considered confidential until after contract execution and award by the Board of Trustees.

3 – TECHNICAL SUBMITTAL REQUIREMENTS

3.1 The Proposal shall address the following:

3.1.1 Relevant Firm Experience

- a. Provide no more than six comparable projects completed by your firm or currently in progress. For each project, include a brief description of the scope, location, your firm's role, contract value, and contract amendment history, if applicable. If complete, include construction value (plus change orders, if applicable) as well as the project point-of-contact and current contact info (i.e. telephone and/or email address).
- b. Describe your firm's experience with DuPage County Department of Transportation as a consultant and/or permittee.

3.1.2 Team Experience & Qualifications

- a. List all critical team members, their position within the firm, and briefly describe their role on this project. Provide similar information for any proposed sub-consultants.
- b. Provide resumes for each team member listed.
- c. Briefly describe any relevant "team" experience from working together on past and/or current projects.

3.1.3 Project Approach & Schedule

- a. Briefly describe your approach to the design, specifically how to limit by-pass pumping and trenchless techniques for crossing Gary Avenue. Discuss any potential problems during future design and construction and any likely mitigation methods.
- b. Provide a project schedule with key milestones and deliverable dates using the estimated award date provided on the cover page. Include date for cost estimate to be used in the Village's budget preparation.
- c. Suggest any clarifications and/or enhancements to the Scope.

3.1.4 Other Factors

- a. Provide a statement regarding your willingness to abide by the Village's Professional Services Agreement (see Attachment C) with no substantial objections or changes.
- b. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.

3.1.5 Fee

- a. Provide a fee schedule adhering to the tasks of the Anticipated Scope of Services. Provide hourly billing rates by position and estimated hours by position and task.
- b. Provide the fee in a separate electronic document than the technical submittal.

3.2 Proposals shall be signed by one of the legally authorized officers of said corporation. The Agreement shall also be so executed by the selected firm.

3.3 Submit an electronic copy of the Proposal to the [Village's file sharing site](#) by the date and time specified on the cover page. Failure to submit by the deadline may be grounds for disqualification.

4 – TECHNICAL EVALUATION CRITERIA

4.1 The technical part of the proposal will be evaluated based on the following:

4.1.1 Relevant Firm Experience

- a. Projects will be evaluated on their relevance and, if available, feedback provided by the point-of-contact. Firms with more experience on similar projects may be considered more favorably.
- b. Firms with experience working and/or dealing with DuPage County Department of Transportation may be considered more favorably.
- c. Firms with past or on-going litigation may be considered less favorably.

4.1.2 Team Experience & Qualifications

- a. Resumes will be evaluated for relevant qualifications based on education and experience. Resumes with experience on projects similar to this one may be considered more favorably.
- b. Teams where members have worked together on similar projects may be considered more favorably.

4.1.3 Project Approach & Schedule

- a. Project approaches that limit by-pass pumping may be considered more favorably.
- b. Project approaches that consider contractor input during design may be considered more favorably.
- c. Schedules will be evaluated for reasonableness. A cost estimate for the Village's budget before mid-December 2019 may be considered more favorably. Design completion before the end of February 2020 may be considered more favorably.
- d. Enhancements will be evaluated for practicality. Enhancements that decrease the estimated life-cycle cost may be considered more favorably.

4.1.4 Other Factors

- a. Firms with substantial objections or changes to the Village's Professional Services Agreement (see Attachment C) will not be considered for award.
- b. Firms with conflicts of interest will not be considered for award.

5 - ANTICIPATED SCOPE OF SERVICES

5.1 Phase II – Final Engineering & Contract Preparation

5.1.1 Data Collection

The following information will be obtained for the study area from existing sources or will be developed or prepared by the Consultant:

- a. Topographic and utility survey of the project limits (Consultant).
- b. Private utility information from the local electrical, cable, telephone and gas providers (Consultant).
- c. Plans and/or record drawings applicable to the work area (Village).
- d. Village-owned utility atlas in a GIS geodatabase file (Village).
- e. Sewer flow monitoring results & water consumption data (Village).
- f. Property ownership and easement documentation (Village).

5.1.2 Meetings

- a. Facilitate and document a kick-off meeting to introduce personnel and discuss the project schedule.
- b. Conduct a site tour to review existing conditions with Village staff.
- c. Facilitate and document one meeting with Village staff to review preliminary (60%) Plan, Specifications & Estimates (PS&E).
- d. Facilitate and document 1 meeting with DuPage County Department of Transportation.
- e. Facilitate and document 1 meeting with a construction firm to review pre-final PS&E for construct-ability and bid-ability issues.
- f. Facilitate and document 1 meeting with Village staff to review pre-final (95%) PS&E.

5.1.3 Engineering Design, Plans, Specifications and Cost Estimates (PS&E) Preparation

- a. Prepare Preliminary (60%) PS&E.
 - a. Design shall include construction sequencing that does not involve bypass pumping across Gary Avenue.
 - b. Analyze sewer flow monitoring, water consumption data, and any other relevant methodology to determine the appropriate pipe capacity.
- b. Prepare Pre-final (95%) PS&E.
 - a. Assume no permanent easements and any construction easements will be obtained by the Village.

5.1.4 Permitting

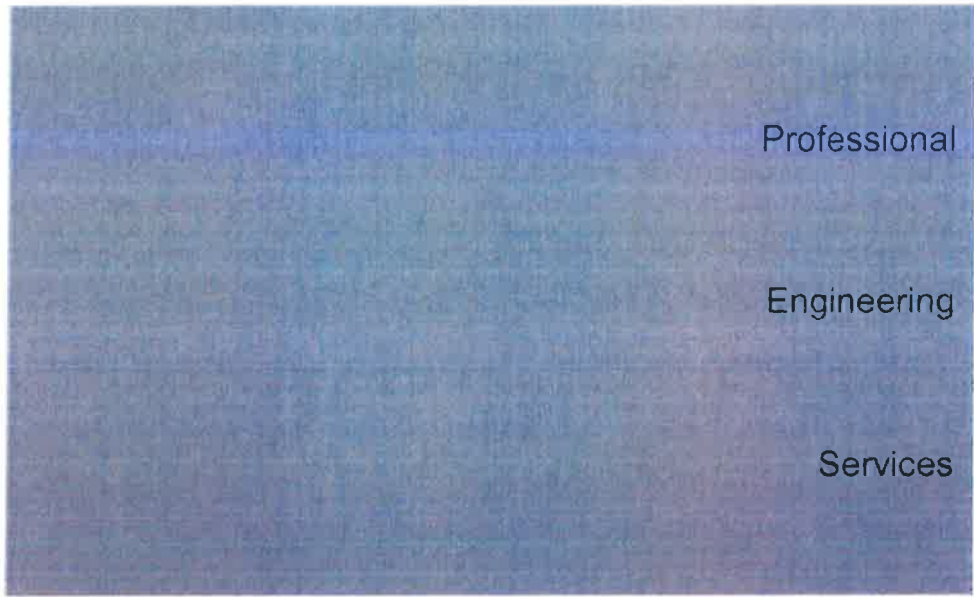
- a. Prepare and submit WPC-PS-1 application to the IEPA Water Pollution Control Permit Section.
- b. Prepare and submit application for Highway Permit from the DuPage County Department of Transportation.

5.1.5 QC and Bid Assistance

- a. Perform QC on Preliminary (60%) PS&E.
- b. Perform QC on Pre-final (95%) PS&E.
- c. Prepare answers to bidder's questions / Requests For Information (RFI's).
- d. Evaluate bids and provide a recommendation for the Village's consideration.

6 - ATTACHMENTS

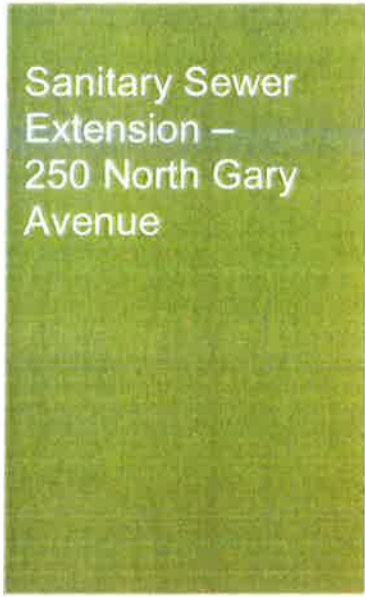
- 6.1 Attachment A – Location Map & Concept Design
- 6.2 Attachment B – Reference Documents
- 6.3 Attachment C – Village's Professional Services Agreement Template



Professional

Engineering

Services



Sanitary Sewer
Extension –
250 North Gary
Avenue



Proposal

Village of
Carol Stream, IL

October 28, 2019





Strand Associates, Inc.*

1170 South Houbolt Road

Joliet, IL 60431

(P) 815-744-4200

(F) 815-744-4215

October 28, 2019

Mr. Gregory Ulrich, P.E., CFM, Stormwater Administrator
Department of Engineering Services
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

Re: Request for Proposal for Sanitary Sewer Extension – 250 North Gary Avenue

Dear Mr. Ulrich:

Thank you for the opportunity to submit a Request for Proposal (RFP) to the Village of Carol Stream (Village) for the Sanitary Sewer Extension – 250 North Gary Avenue project. We are excited about the opportunity to, again, work with the Village. We believe the Village will recognize the benefit of having us as a partner on this project through the following:

- **Our understanding of sewer issues and the Village's needs, which supports our approach to deliver a reliable sanitary sewer extension for the Village.**
- **Our relevant utility projects prove our credentials to perform the project.**
- **Our proficient and experienced project team yields successful municipal engineering services and support.**
- **Our experienced and available team results in a quality and cost-effective project.**

Our contact information follows:

Michael R. Waldron, P.E., Senior Associate
Strand Associates, Inc.
1170 South Houbolt Road
Joliet, IL 60431-9063
815-744-4200
mike.waldron@strand.com

Again, thank you for this opportunity. We welcome any questions you may have concerning our proposal and look forward to working with the Village on this project.

Sincerely,

STRAND ASSOCIATES, INC.[®]

Michael R. Waldron, P.E.
Senior Associate

P1901.052/MRW:amm



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Project Approach and Schedule

Our Understanding of Sewer Issues and the Village's Needs Supports Our Approach to Deliver a Reliable Sanitary Sewer Extension for Carol Stream

This section presents our understanding of the Village of Carol Stream's sanitary sewer issues and our technical approach to plan development and design of the intended improvements to address those issues.

Project Understanding

The Village has an existing 15-inch-diameter sanitary sewer with an unidentifiable obstruction as well as longitudinal cracking along the pipe crown. The Village's proposed solution to address this issue by rerouting this sanitary sewer faces two major hurdles: construction along and under DuPage County's busy Gary Avenue, and effectively maintaining sanitary sewer service during construction.

The Village intends to reroute the sanitary sewer south along Gary Avenue in the east right of way and then turn west under Gary Avenue connecting to the existing 33-inch sanitary sewer at Blackhawk Drive near St. Andrew's Church. Placement of the new sanitary sewer in the east right of way of Gary Avenue will require a permit from DuPage County Department of Transportation (DOT) and approval to close one lane of traffic for construction operations. It is anticipated DuPage County will approve the installation, but it is also anticipated they will not allow open excavation across Gary Avenue. Boring and jacking a casing pipe from the open space on St. Andrew's Church property to the east side of Gary Avenue should not be a problem, but tight sheeting will probably be required for the receiving pit on the east side of Gary Avenue.

Another issue on Gary Avenue will be the existing power poles. The likely location of the bore and jack receiving pit is between two double-mast power poles, and the sewer route running north of the receiving pit has only approximately 14 feet between one of the poles and the Gary Avenue curb. Construction near these poles will either require ComEd to brace the poles or, more likely, will require tight sheeting. It is possible the run of sewer along Gary Avenue could also be bored and jacked, but that is an expensive technique and would still require protection of the poles. We propose to contact ComEd at the very beginning of this project and engage them in a site meeting and discussion of their protection requirements.

The remainder of the proposed sewer route would be located in open space between Gary Avenue and Blackhawk Drive and would probably be constructed by open excavation methods. As noted in the Request for Proposals, it is anticipated that there is an existing easement and the Village would obtain temporary easements for construction.

The intended sanitary sewer improvements are on a busy roadway corridor and require creative thinking to maintain existing sanitary service during construction.



Looking south along the east parkway of Gary Avenue reveals the power poles and the location for crossing Gary Avenue towards the St. Andrew's Church property.



The second major hurdle will be effectively maintaining sanitary sewer service during construction. In our West Side Interceptor Sewer project for the City of Joliet described in the *Relevant Project Experience* section of this proposal, we designed three junction structures in which flow from tributary sewers joined with the new West Side Interceptor. These structures were designed to maintain the existing interceptors intact while the new interceptor was constructed. When the new interceptor was completed, the existing interceptor sewer pipes were “broken open” allowing flow to be redirected into the new pipe. We anticipate using those same design concepts for new junction structures on the north and south ends of the new sewer along Gary Avenue, eliminating the need for bypass pumping. We envision these new structures will be a combination of cast-in-place and precast concrete.



Looking west from the east parkway of Gary Avenue in the location of a potential junction structure that will allow existing sanitary sewer service to continue without bypass pumping

Project Approach

Our approach and proposal for this project is based on the intended improvements and anticipated scope of services presented in the Village’s Request for Proposal.

- **Data Collection** – Typically, we begin our projects with a data collection and assessment task before attending a project kickoff meeting with Village staff. Our goal is to familiarize ourselves as much as possible with the background issues and existing conditions to make the kickoff meeting a practical sharing of perspective on the issues and initial thoughts for sewer alignment and design issues.

Leading up to the kickoff meeting, we anticipate the Village will provide the following:

- GIS and other mapping of the project area to include utilities (water, sanitary sewer, and storm sewer), property boundaries, and easements.
 - Information gathered by the Village relative to sewer flows and water consumption of properties tributary to the project sewer.
 - Plans and record drawings for other improvements in the project area.
- **Kickoff Meeting** – We will conduct a kickoff meeting with Village staff to establish schedules, roles, responsibilities, milestones, communication plans, project goals, and objectives. Following the kickoff meeting, we will attend a site tour with Village staff to review existing conditions and discuss potential sewer routing.



- **Other Meetings** – We will also conduct other meetings throughout the course of the project, including the following:
 - Design review meetings with Village staff to review 60-percent and 95-percent complete drawings, technical specifications, and opinions of probable construction cost (OPCC).
 - One meeting with DuPage County DOT and Village staff to review drawings and technical specifications for permitting.
 - One meeting with a contractor selected by the Village to review drawings and specifications and discuss constructability issues.
 - We also propose to share proposed junction structure drawings with concrete structure manufacturers to solicit their comments on design and constructability.

- **Topographic Survey** – A topographic survey will be performed of the proposed project area from Kehoe Boulevard south approximately 250 feet along Gary Avenue from roadway center line to approximately 40 feet behind the east curb line. Then west, approximately 300 feet towards Blackhawk Drive, generally 50 feet wide. The topographic survey will be used to create base mapping for development of engineering drawings.

A topographic survey of the proposed project corridor will be performed to support engineering drawings.

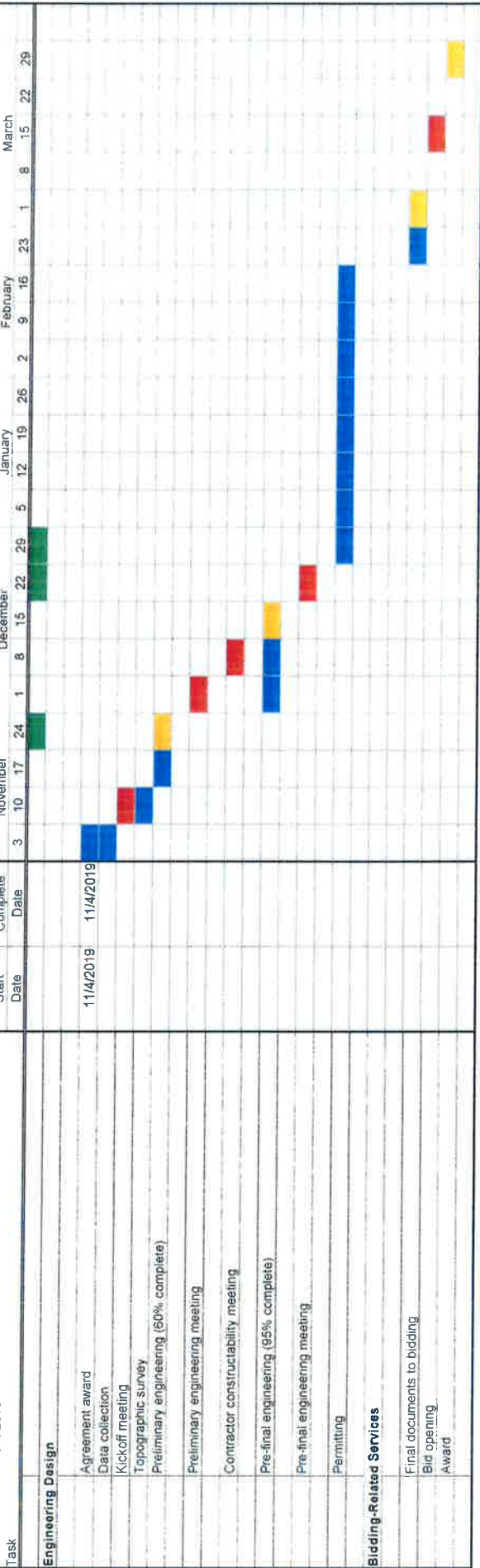
For this proposal, it is understood from the Request for Proposals that the Village has or will obtain any necessary permanent or temporary easements associated with the improvements, so the topographic survey does not include legal land surveys.

- **Private utility communications** – As part of preliminary engineering, we will share project base mapping with private Utilities and request confirmation of their facilities and potential conflicts with the proposed improvements.
- **Geotechnical assistance** – Geotechnical investigations will be required for design of the new sewer and to prepare specifications for Clean Construction and Demolition Debris disposal. We will assist the Village in development of a scope of services for geotechnical investigations for the Village to use in separately soliciting geotechnical services.
- **Preliminary Engineering** – Following development of base mapping for the project corridor, we will develop preliminary engineering (60-percent complete) drawings for up to 400 feet of new sanitary sewer, technical specifications, and OPCC. Engineering will also include the following:
 - Proposed construction sequencing to maintain existing sanitary sewer flows without bypass pumping.
 - An evaluation of anticipated sewer flows and calculations for proposed sewer pipe sizing based on data provided by the Village.
 Documents will be provided to Village staff in portable document format (PDF) for review and comment.
- **Pre-Final Engineering** – Based on comments and discussion at the preliminary engineering meeting, we will develop pre-final engineering (95-percent complete) drawings, technical specifications, front-end bidding and contracting documents (provided by our firm), and OPCC.
- **Permitting** – Following the pre-final engineering meeting, we will assist the Village in applying for permits. It is anticipated the following permitting will be required for the improvements.
 - DuPage County DOT – Highway utility permit for construction in Gary Avenue right of way.
 - Illinois Environmental Protection Agency (IEPA) – Permit to construct and operate the sanitary sewer.



- IEPA – Notice of Intent for coverage under the IEPA permit for construction sites (for submittal after construction award).
- **Quality Control** – We will establish a quality control (QC) program for the project that will include review of the preliminary, pre-final, and final documents. We will also engage one of our senior Resident Project Engineers to perform constructability reviews during development of preliminary engineering and for the pre-final engineering.
- **Bidding-Related Services** – Final documents for bidding will be developed based on permit agency review comments. One hard copy and one electronic copy of the documents will be provided to the Village for the Village to advertise and bid. We will assist with the following:
 - Responding to bidder questions and issuing an addendum prior to bid opening.
 - Attending one bid opening
 - Tabulating and analyze the bids.
 - Assisting Village with recommendation for award.
- **Construction-Related Services** – While not included in the Village's RFP or our proposed scope of services, we are prepared to provide construction-related services to the Village under a separate agreement, if desired.

Client: Village of Carol Stream
Project: Sanitary Sewer Extension - 250 N. Gary Avenue
 Date: 25-Oct-2019



Project Path
 Deliverables
 Meetings
 Holidays



Relevant Firm Experience

Relevant Utility Projects Prove Our Credentials to Perform the Sanitary Sewer Project for Carol Stream

We have extensive experience with plan development, design, and construction of new and replacement utility systems. We have provided design services for hundreds of utility projects. These projects have ranged in size and difficulty from small diameter sanitary sewer replacements to several miles of large diameter interceptors. In many cases, the design followed our performance of alternative evaluation and was concluded by our performance of construction engineering services. Also, in many cases, the design of the sanitary sewer was part of a larger project that involved treatment facilities, pumping stations, or other related infrastructure. The following is a sample of utility projects involving members of our team over the past 5 years.

Southside Interceptor Sewer – Wheaton Sanitary District, Wheaton, IL

| | |
|----------------------------|---|
| Key Personnel | Mike Waldron, P.E. – Project Manager Thad Kreitz – Resident Project Representative |
| Contact Information | Stephen Maney, P.E., Senior Advisor Wheaton Sanitary District 630-668-1515 |
| Construction Cost | \$12.6 million |

The Wheaton Sanitary District recognized the need to replace the southern portion of its collection system that dated back to 1926. The existing system of clay and corrugated metal pipe was deteriorating and exhibiting susceptibility to inflow, infiltration, and surcharging. We provided study, plan development, design, and construction-related services for approximately 2.4 miles of new 48-inch-diameter interceptor sewer.

The project included relocating the existing sewer from environmentally sensitive areas and residential backyards to public rights of way, as well as use of modern materials and construction techniques to limit disturbance to established residential neighborhoods in the city of Wheaton. The final project provided the District with a sustainable piping system that reduces excess flows and surcharging; increases capacity; and improves District staff accessibility to the system for maintenance, operation, and public safety.

The project corridor posed several challenges:

- Tight working areas in existing rights of way and easements, avoiding trees, private property, and extensive ancillary restoration.
- Maintenance of traffic providing residents continued access to their homes, emergency services, garbage collection, and mail delivery.
- **Permitting through DuPage County DOT for work along and under the Illinois Prairie Path.**
- Sewer depths averaging more than 20 feet and up to 30 feet in some areas.
- Soil and groundwater conditions included granular, non-cohesive soils, and shallow groundwater.
- Implementing of unique construction technology required in-depth research and understanding the capabilities and limitations of the various techniques as well as the familiarity of contractors with employing the techniques, which directly affected project cost and the final project quality.

The original project estimate was \$14,422,000. Final project was completed for \$12,600,000.



Interceptor construction was through established residential neighborhoods.



Construction operations had to be well planned and coordinated to reduce impacts to the public.



West Side Interceptor – Joliet, IL

| | |
|----------------------------|--|
| Key Personnel | Mike Waldron, P.E. – Project Manager |
| | Tony Spinelli, P.E. – Project Engineer |
| Contact Information | Allison Swisher, Public Utilities Director 150 West Jefferson Street, Joliet, IL 60432-4158 815-724-4222 |
| Construction Cost | \$3.08 million |

The first phase of the City of Joliet’s Long-Term Control Plan included the West Side Interceptor. This was a 72-inch-diameter interceptor designed to gather all combined sewer flow on the west side of the Des Plaines River and convey it to a new combined sewer tunnel (also designed by our firm) under the Des Plaines River. The interceptor and tunnel are both part of the City’s plan to reduce combined sewer overflows through maximizing their treatment capacity and adding a new wet-weather treatment facility to meet state and federal Clean Water Regulations.

The West Side Interceptor project included more than 800 feet of 72-inch sanitary sewer installed mostly within rock at depths greater than 20 feet. To collect and redirect flows from tributary 48- and 54-inch interceptors, three large cast-in-place concrete junction structures were designed to maintain existing flows during construction. The structures were designed to allow for redirection of flows and abandonment of the existing sewers upon completion of the new interceptor and tunnel. One of the structures was designed to connect to and modify an existing United States Army Corps of Engineers (USACE) river wall that retains the Des Plaines River. This design required extensive coordination with the USACE Chicago District as well as the Rock Island District who governs the wall itself.

A majority of the interceptor sewer was located within Illinois Route 6 (Route 6) and crossed under the Interstate 80 (I-80) Des Plaines River bridge. The sewer passed within 15 feet of the I-80 bridge piers requiring extensive coordination and permitting with the Illinois Department of Transportation (IDOT), including detailed rock removal planning and peak particle velocity determinations to protect the bridge piers. Construction of the interceptor included traffic control and partial reconstruction of Route 6 and a buried storm sewer system uncovered during construction.



Two junction structures designed to convey existing flows to the new interceptor



72-inch interceptor was designed in rock adjacent to the I-80 bridge piers.

Skokie Boulevard Sanitary Sewer Improvement – Northbrook, IL

| | |
|----------------------------|---|
| Key Personnel | Mike Waldron, P.E. – Project Manager |
| | Tony Spinelli, P.E. – Project Engineer |
| Contact Information | Ken Gardner, Utilities Superintendent 655 Huehl Road, Northbrook, IL 60062 847-664-4113 |
| Construction Cost | \$2.20 million |

The Village of Northbrook was experiencing significant redevelopment along Skokie Boulevard, including new restaurants, apartments, a hotel, and various other commercial users. The condition of the existing collector sewer was poor and the Village was concerned that it did not have capacity to handle the new developments.

We performed a hydraulic capacity study and evaluation of various alternatives for the Village to address the increasing growth and redevelopment on Skokie Boulevard. The Village eventually selected the replacement alternative and asked us to design approximately 4,900 feet of new 12- and 15-inch-diameter collector sewer along the Skokie Boulevard business corridor.



Pipe bursting was designed for the sewer crossing of Dundee Road.



A particularly difficult portion of the project entailed crossing of Dundee Road, which is another significant business corridor with an average daily traffic count of more than 24,000. It was clear that open-cut of Dundee Road was not feasible and review of the existing utilities in the area precluded the ability to bore a new sewer across the intersection. It was decided to use the existing sewer location for the new sewer and to employ pipe bursting for the new sewer. This project included permitting with the Metropolitan Water Reclamation District of Greater Chicago, Cook County Department of Transportation, IDOT, and IEPA.

McKinley Woods Road Relief Interceptor Sewer – Channahon, IL

| | |
|----------------------------|--|
| Key Personnel | Mike Waldron, P.E. – Project Manager Thad Kreitz – Resident Project Representative |
| Contact Information | Ed Dolezal, Public Works Director 24555 South Navajo Drive, Channahon, Illinois 60410 815-467-6644 |
| Construction Cost | \$2.20 million |

We provided plan development, design, and construction services for approximately 3,800 feet of 24- and 27-inch-diameter relief sewer between McKinley Woods Road and the Village of Channahon’s Wastewater Treatment Plant.

The existing interceptor to the plant was a 15-inch sewer very near capacity. Anticipated development was threatening to exceed the capacity of the existing interceptor sewer so the Village asked us to evaluate the entire westside service area, map the tributary sewer conveyance system, and determine the current and future flows that need to be conveyed to the plant. We then designed a parallel relief sewer with a flow separation structure to distribute flow between the existing 15-inch interceptor sewer and the new relief sewer. Our planning included sizing and depth determination to meet the ultimate service area needs and eliminate several potential future pumping stations.

The relief sewer ranged in size from 24- to 27-inch diameter and had segments up to 28 feet deep, including a large diameter bore and jack under McKinley Woods Road. A long stretch of relief sewer had significant vertical drop into the Des Plaines River Valley, requiring strategic drop structures to control flow conditions in the sewer.



Steep slopes required unique design and construction.



Project Team

Proficient and Experienced Project Team Yields Successful Municipal Engineering Services and Support

Our team's unique combination of experience, knowledge, and credentials relating to municipal engineering and, more specifically, sanitary collector and trunk sewer conveyance systems, will effectively assist the Village to successfully complete its sanitary sewer rerouting between Gary Avenue and Blackhawk Drive. The following chart depicts the overall organization of our proposed project team.

Our project team has the combination of experience, knowledge, and credentials to make this project a success.



Project Manager

Michael R. Waldron, P.E., Senior Associate, will serve as Project Manager and point of contact and will provide Quality Control and technical advice to our project team. Mike has 28 years of experience and is the Coordinator of Municipal Engineering in our Joliet office. Mike has been involved in all of the municipal engineering projects out of our Joliet office as a Project Manager, Lead Engineer, or Quality Control Engineer. He has served as Municipal Engineer or Primary Consulting Engineer for numerous Illinois municipalities and counties and was the Project Manager for all of our sanitary sewer projects in the *Relative Firm Experience* section. As a Municipal Engineer, Mike is experienced and comfortable with government boards and committees, has a good rapport with the public, and is well versed in agency regulations and procedures.



Lead Project Engineer

Anthony J. Spinelli, P.E., CFM, will be Lead Project Engineer and will guide the day-to-day technical activities of our project team. Tony has more than 25 years of experience in municipal engineering, including conveyance systems design, stormwater management and permitting, local transportation and pavement management, water distribution, soil erosion and sediment control, and construction-related services. Tony was a project engineer on our Skokie Boulevard Sanitary Sewer project in Northbrook, Illinois, and is currently the Lead Engineer on our City of Washington Farm Creek Trunk Sewer study and preliminary design project.





Project Engineer

Ethan E. Druszkowski, will serve as Project Engineer and will be responsible for performing technical design tasks. Ethan's experience has focused on sanitary sewer systems, including sewer investigations (SSES and I/I), sanitary and storm sewer rehabilitation programs, and sanitary sewer design. He also brings experience in water main, sewer, and local roadway construction. Ethan is currently a Project Engineer on our City of Washington Farm Creek Trunk Sewer preliminary engineering project.



Constructability Resident Project Representative

Thad M. Kreitz will assist the team relative to construction-related services, providing quality control review checks and field plan-in-hand walk throughs. His construction background brings immeasurable project benefits during plan development and design by providing constructability reviews, construction phasing and contracting recommendations, and cost estimating review. Thad has been with our firm for more than 13 years, providing Resident Project Representative (RPR) services for projects ranging from municipal infrastructure, to facilities, to trail and recreation projects. Thad was the RPR for our Southside Interceptor Sewer project in Wheaton, Illinois, and McKinley Woods Sanitary Sewer in Channahon, Illinois. He has provided constructability reviews for our West Side Interceptor Sewer project in Joliet, Illinois.



Subconsultants

We do not propose to use any subconsultants for this project and will perform all necessary services out of our Joliet office.



Resumes

Project Manager

Michael R. Waldron, P.E.

Lead Project Engineer

Anthony J. Spinelli, P.E., CFM

Project Engineers

Ethan E. Druszkowski

Constructability RPR

Thad M. Kreitz

Michael R. Waldron, P.E.

Senior Associate



AREAS OF EXPERTISE

- Municipal and General Civil Engineering
- Local Transportation and Pavement Management
- Stormwater Management
- Sustainable Site Design
- Water Supply and Distribution
- Recreational Facilities

PROFESSIONAL EXPERIENCE

Municipal Engineering experience includes representation of municipalities and counties as city/village/county engineer; municipal infrastructure studies, planning, and budgeting; annexation, PUD, development, and recapture agreements; creation of local infrastructure standards and ordinances; residential, commercial, manufacturing, and light industrial platting and subdivisions; construction administration; asset management databases, utility mapping, and O&M programs.

Local Transportation and Pavement Management experience includes pavement evaluation and administration of extended maintenance and improvement programs; local, collector, and arterial roadway design; roadway and streetscape enhancement design; traffic studies and warrants. Recent projects include:

- Liberty Drive Reconstruction, Wheaton, Illinois.
- I-55 Frontage Road Reconstruction, Romeoville, Illinois.

Municipal and Industrial Stormwater Management experience includes stormwater runoff and conveyance analysis, stormwater management design, conservation and sustainable site design, and implementation of best management practices; soil erosion and sediment control design, management, and monitoring; stormwater and natural resources ordinances; MS4 stormwater management planning; stormwater system mapping and data bases; municipal and industrial Phase 1 and Phase 2 NPDES Stormwater Permitting; municipal and industrial stormwater pollution prevention plans, Oil Spill Control and Countermeasure Plans (SPCC), and Emergency Spill Response Plans.

Also, stormwater management permitting with DuPage, Kane, Kendall, and Will counties, MWRDGC, IDNR, IEPA, and USACOE.

Recent projects include:

- Midlothian Stormwater Capital Plan - Chicago Metropolitan Agency for Planning
- Western and Southwestern Stormwater Alternatives Study, Winnetka, Illinois.
- Ravinia Business District Utility Study, Highland Park, Illinois.
- Belmont Avenue 72-inch Storm Sewer, Romeoville, Illinois.
- Phase 2, MS4 Stormwater Permitting and NOI, Joliet, Lockport, Glencoe, Kendall County and townships, Illinois.

Wastewater Pumping and Conveyance Systems experience includes planning, design, and construction of pressure/gravity sewer collection systems 1-1/4, 72-inch diameter; planning, design/construction engineering of sanitary pumping stations from small submersible pumping stations to facilities up to 30 mgd capacity; facilities planning reports, operation and maintenance manuals, and financial analysis for numerous municipal entities; CSO studies; long-term control planning (LTCP) separate and combined sewer CMOM programs; I&I studies; sanitary sewer evaluation surveys; flow monitoring and sampling; trenchless sewer rehabilitation planning, design, and construction; grants and low interest loans.

Recent Illinois projects include:

- CSO LTCP, Joliet, Illinois.
- CSO LTCP, Aurora, Illinois.
- Southside Intercepting Sewer Project, Wheaton Sanitary District, Illinois.
- Wastewater Master Plan, Batavia, Illinois.

YEARS OF EXPERIENCE

27

YEARS WITH FIRM

27

EDUCATION

B.S. Civil Engineering –
Bradley University, Illinois,
1991

REGISTRATION

Professional Engineer in
Illinois and Indiana



Michael R. Waldron, P.E.

Senior Associate



- Transfer Station and Sewer Routing Study, Thorn Creek Basin SD, Chicago Heights, Illinois.
- West Suburban Service Area Study, Illinois American Water Company, Bolingbrook, Illinois.
- Illinois Aux Sable Creek Wastewater Conveyance projects, Joliet, Illinois.
- Davey Road Lift Station Rehabilitation Project, Illinois American Water Company, Woodridge, Illinois.
- East Sewer Area Sanitary Pumping Station (600 gpm, 8-inch force main), Lakewood, Illinois.
- Ridge Road Sanitary Pumping Station (1,350 gpm, 12-inch force main), Channahon, Illinois.
- Fort Sheridan Sanitary Pumping Station Evaluation, Highland Park, Illinois.
- Goodenow Grove Improvements, Forest Preserve District of Will County, Illinois.
- Lake Chaminwood Improvements, Forest Preserve District of Will County, Illinois.
- Prairie Bluff Development, Forest Preserve District of Will County, Illinois.
- Indoor Turf Facility, West Chicago Park District, Illinois.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- American Public Works Association
- Illinois Association for Flood Plain and Stormwater Management

Water Supply and Distribution experience includes planning, design, and construction of water transmission and distribution mains ranging from 6- to 36 inches; trenchless water main rehabilitation and installation methods; system evaluations, modeling, and studies; capital improvement planning and financing reports; well site evaluations; grant and low-interest loans. Recent projects include:

- Glencoe Water Main Project, Glencoe, Illinois.
- Downers Grove Water Main Construction Programs, Downers Grove, Illinois.
- Cleveland Avenue and I-57 Water Main Extension, Monee, Illinois.

Facilities Engineering experience includes parks and recreational facility planning; bike paths, pedestrian bridges, and tunnels; athletic fields; recreational lakes and waterway facilities; commercial and municipal site planning and design including parking lots, stormwater management, sewer and water service, lighting, and site grading. Recent projects include:

- ADA Transition Plan, Orland Park, Illinois.
- St. James Farm Sewer and Water Improvements, Forest Preserve District of DuPage County, Illinois.



Anthony J. Spinelli, P.E., CFM



AREAS OF EXPERTISE

- Municipal and General Civil Engineering
- Stormwater Management
- Local Transportation and Pavement Management
- Water Supply and Distribution
- Facilities Engineering
- Village Engineering

PROFESSIONAL EXPERIENCE

Municipal Engineering experience includes representation of municipalities as Village Engineer; municipal infrastructure studies, planning, and budgeting; utility mapping; infrastructure design for water main, storm sewer and sanitary sewer; land planning; site development plans; residential, commercial, and industrial subdivision design, platting and review; construction inspection and administration; and ADA accessible route compliance.

Stormwater Management experience includes stormwater management design; stormwater runoff and conveyance analysis; implementation of Best Management Practices; soil erosion and sediment control design, management and monitoring; stormwater permitting with Kane, Kendall, and Will Counties, IDNR, IEPA, and USACE.

Facilities Engineering experience includes commercial and industrial site planning and design, including stormwater management, parking lot configuration, sewer and water services, and site grading.

Water Supply and Distribution experience includes planning, design, and construction of water transmission and distribution mains; trenchless water main rehabilitation and installation methods; system evaluations; and capital improvement planning.

Local Transportation and Pavement Management experience includes pavement evaluation and administration of extended maintenance and improvement programs; local, collector, and arterial roadway design; roadway and streetscape enhancement design; traffic studies and warrants.

Construction Observation experience includes managing multidiscipline projects including water main, storm sewer, sanitary sewer, force main, mass grading, and roadway construction.

Municipal Project Highlights include:

- Village Engineer, Village of Indian Head Park – 2015 to present.
- Pavement Evaluation of 24 Lane Miles, Village of Indian Head Park.
- Municipal Facility Parking Lot Improvements – Four parking lots, reconstruction, and ADA compliance upgrades, City of Wheaton.
- 2016 Water Main Improvements – 8-inch water main, water service relocation, and replumbing of residential structures at \$1.5 million, City of Lockport.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Illinois Society of Professional Engineers
- Illinois Association for Floodplain and Stormwater Management
- Illinois Association of Environmental Professionals

MUNICIPAL GOVERNMENT INVOLVEMENT

- Chairman of the Planning & Zoning Commission - Village of Lemont, Illinois

YEARS OF EXPERIENCE

25

YEARS WITH FIRM

4

EDUCATION

B.S. Engineering – Northern Illinois University, Illinois, 1993

REGISTRATION

Professional Engineer in Illinois

Certified Floodplain Manager



Ethan E. Druszkowski, E.I.T.



AREAS OF EXPERTISE

- Water Main Design
- MicroStation Drafting
- Construction Observation
- Surveying

PROFESSIONAL EXPERIENCE

Water Main Design consists of the design of 3,500 feet of 12-inch water main in the City of Lockport, Illinois. This design included field surveying, water main connection and location design, drainage analysis, and utility coordination.

MicroStation Drafting experience with GeoPak survey analysis, water main design, drawing creation, and plan reviews.

Construction Observation of water main installation and pavement resurfacing. Projects include:

- **Exeter Loop and Deerwood Drive Loop, Lockport, Illinois** – Resident project engineer (RPR) for 1,200 feet of water main installation in open trench and directional drilling construction. Work included quantity documentation, installation of water main in accordance with specifications, observation of pressure and chlorination tests, observation of site restoration including HMA roadways and driveways, and general documentation.
- **Lemont Township 2018 MFT Resurfacing Projects** – RPR for the resurfacing of multiple residential streets in Lemont Township. Work included field measurements of existing conditions, quantity checks of HMA leveling binder and surface placement, and Cook County Highway Department documentation requirements.
- **Division Street Water Main Replacement and Roadway Reconstruction, Lockport, Illinois** – Resident project engineer (RPR) for 5,000 feet of 8-inch and 12-inch water main replacement and extension via open trench and directional drilling construction.

Project included curb and gutter remove and replacement and pavement reconstruction along 4,500-ft project corridor. Services included full-time construction observation and documentation, quantity tracking, review of pay requests and change orders, responding to contractor requests for information, design modifications in consultation with the design engineer, project closeout, and record drawings.

Surveying experience includes using GPS to map infrastructure for the Village of Indian Head Park, Illinois. This work included finding storm, water main, and sanitary sewer structures and performing GPS locates and structure measurements.

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers

YEARS OF EXPERIENCE

2

YEARS WITH FIRM

Hired in 2018

EDUCATION

B.S. Civil Engineering –
Bradley University, 2018

REGISTRATION

Engineer-in-Training, Illinois



Thad M. Kreitz



AREAS OF EXPERTISE

- Construction Observation and Administration
- Concrete Testing and Inspection
- Nuclear Density Testing of Soils/Asphalt Blueprint Reading
- Construction Materials and Testing
- Estimating for Construction
- Scheduling and Site Operations

PROFESSIONAL EXPERIENCE

Resident Project Representative (RPR) and Construction Observation experience includes managing multidiscipline projects for municipalities, including water main, storm sewer, sanitary sewer, force main, roadway, and facilities construction; coordinating disciplines; conducting construction meetings; maintaining shop drawings and O&M documents; and performing daily construction activities and verifying work completed.

Materials Testing and Inspection experience includes testing and inspection of concrete (i.e., slump, air content, and test cylinders) and asphalt; and soil sampling and nuclear density testing on a variety of materials. Performed footing and reinforcement inspections, conducted routine observation of erosion control and stormwater pollution control.

Municipal experience of storm sewers includes resident project representative on a \$1.5 million residential storm sewer installation. Project involvement included reviewing plans; preparing record drawings, quantity takeoffs, pay requests, and change orders; and performing daily construction activities observation.

Construction experience includes installation of monitoring wells and piezometers. Installed and monitored a dewatering system and performed liner leak testing at Fermi Laboratory's mini-Boone project (part of the quality control for Argonne National Laboratory's ENE landfill remediation project).

Transportation

- **Bungalow and Brisbin Road reconstruction – Village of Channahon, Illinois**
 - Served as RPR on 2.5-mile pavement reconstruction project through an industrial area with a quarry.
 - Traffic was predominantly articulated trucks and access were maintained to all industries at all times. Required boring of storm sewer beneath high-pressure gas mains.
- **Division Street (STP funded) \$1.1 million resurfacing project – Village of Oak Park, Illinois**
 - Served as Assistant Inspector on 2-mile project involving staged pavement milling, patching, and resurfacing, and sewer replacements. Project required ICORS documentation.
- **Sauk Trail Roadway Project (STP Funded) \$1.3 million widening and resurfacing – Village of Frankfort, Illinois**
 - QRPR on 1.1-mile project involving pavement milling, patching, widening, and resurfacing.
 - Convert two-lane roadway with rural cross-section to urban cross section with new storm sewer and drainage structures, and new sidewalk, project required ICORS documentation.

Municipal

- **City of Joliet, Illinois**
 - Aux Sable Creek Conveyance Project
 - Fairmont and Garvin Booster Station and 4-million-gallon water storage tank
 - WWTF Outfall Sewer

YEARS OF EXPERIENCE

19

YEARS WITH FIRM

12

EDUCATION

B.S. Liberal Arts – Carroll College, Wisconsin, 1993

Continuing Education – Joliet Junior College, Illinois



Thad M. Kreitz



- **Village of Lombard, Illinois**
 - Water Transmission Main for South Booster Station
- **Village of Channahon, Illinois**
 - Well 5 Construction and Well 3 Rehabilitation
 - Brisbon and Bungalo Road Reconstruction
 - Ridge Road Force Main, Lift Station and Generator Building
- **Fermi Lab**
 - Installed and monitored a dewatering system and performed liner leak testing at Fermi Laboratory's mini-Boone project (part of the QC for Argonne National Laboratory's ENE landfill remediation project).
- **Wheaton Sanitary District, Illinois**
 - South Side Intercepting Sewer
- **Downers Grove Subdivision**
 - 2012 Water Main Improvements Contract A and Contract B.
- **Various Municipal Subdivisions**
- **Lockport, Illinois**
 - Lockport Water Main Improvements
- **Improvements to Sewage Treatment Plant No. 2, Washington, Illinois** – Sewage Plant improvements included \$3.5 million for construction of an additional oxidation ditch and final clarifier, influent pump, ultra-violet disinfection additions, and sludge dewatering equipment additions.
- **Regional Wastewater Treatment Plant Improvements, Frankfort, Illinois** – Sewage Plant improvements included \$20.6 million for construction of an additional aerobic digester, excess flow splitter structure, blower building improvements, sludge process improvements, and new electrical service.
- **Hickory Creek Pump Station Improvements, Frankfort, Illinois** – Pump Station improvements included \$5.3 million for construction of demolition of existing pump station and construction of a new 19.4 mgd pump station with a new 30-inch wet weather force main to the Regional WWTP Excess Flow Splitter Structure, and new electrical service.

Wastewater

- **SCADA, 1A, 1B, and 1C Modifications, Kankakee River Metropolitan Agency, Illinois** – SCADA/Equipment Upgrades and Phase 1 Modifications included \$65 million for influent pumping/screening, grit removal, flow metering, biological nutrient removal, aeration, disinfection, wet weather storage, cogeneration, and related buildings, site work, process piping, electrical, HVAC, and controls.
- **FMRWD Valley Marina Off-Load Sewer – Illinois American Water Company, Illinois**
- **Santa Fe WRF improvements – Illinois American Water Company, Illinois** – Santa Fe Water Reclamation Facility Improvements included \$3.5 million for biological nutrient removal, disinfection, and related buildings, site work, process piping, electrical, HVAC, and controls.

CERTIFICATIONS

- IDOT Documentation of Contract Quantities Certified
- Confined Space Training – 4 Hour (Strand)
- PPE Training-1 Hour (Strand)
- HAZCOM-GHS General Awareness Training (Strand)
- OSHA General Industry Safety and Health-10 Hour
- Fall Protection Training – 3 Hour (Strand)



Other Factors

We have reviewed the Village's Professional Services Agreement provided as Attachment C with the Request for Proposals and are willing to abide by the Agreement with Village but ask for consideration of the following modifications:

1. Change the term "work" to "services" to be consistent with the described Scope of Services as referenced in the Agreement.
2. Clarify at the end of the second paragraph in Section A that services will be provided "in a timely manner and consistent with professional practices under similar circumstances at the same time and in the same locality."
3. Clarify in Section H that errors, omissions, or ambiguities are "negligent" based.
4. Add to Section P that "Any reuse of the information provided by the Consultant will be at the sole risk of the Village and the Consultant will not be held liable for its reuse."
5. Clarify in Section CC that indemnification shall include "reasonable" attorney's fees.
6. Clarify in Section DD, Paragraph 9 that additional insured coverage shall be provided with respect to "negligent" claims.

We do not believe entering into an agreement with the Village will result in a conflict of interest.

For more location information,
please visit www.strand.com

Office Locations

Cincinnati, Ohio | 513.861.5600

Columbus, Indiana | 812.372.9911

Columbus, Ohio | 614.835.0460

Indianapolis, Indiana | 317.423.0935

Joliet, Illinois | 815.744.4200

Lexington, Kentucky | 859.225.8500

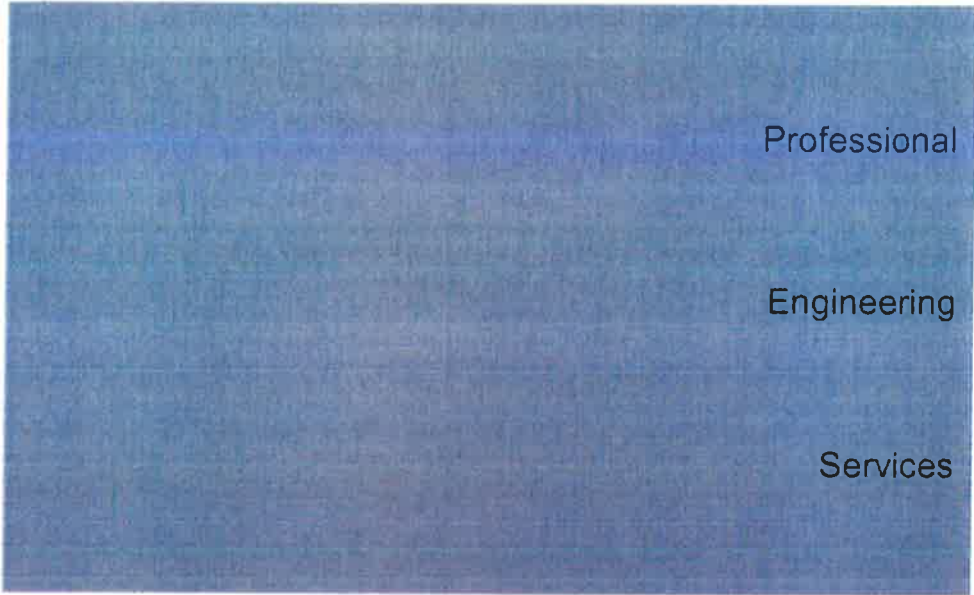
Louisville, Kentucky | 502.583.7020

Madison, Wisconsin* | 608.251.4843

Milwaukee, Wisconsin | 414.271.0771

Phoenix, Arizona | 602.437.3733

*Corporate Headquarters



Professional

Engineering

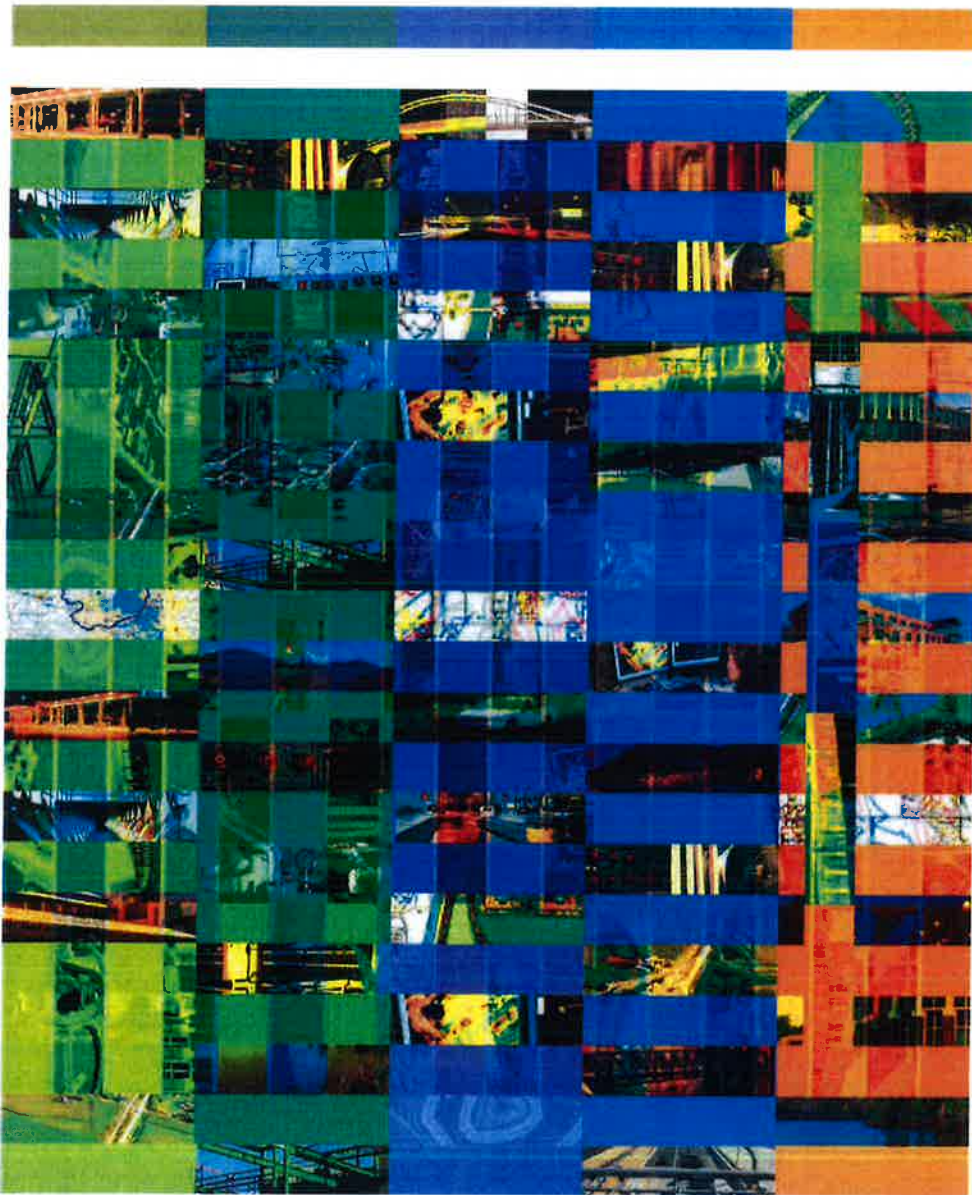
Services

Sanitary Sewer
Extension –
250 North Gary
Avenue

Proposal - Fee

Village of
Carol Stream, IL

October 28, 2019





Fee Schedule

Experienced, Available Team Results in a Quality and Cost-Effective Project

On the following page is our proposed fees schedule based on our scope outlined in the *Project Approach and Schedule* section and the anticipated hourly rates and expenses for those employees shown in the *Project Team* section.

Fees for services provided are based on time spent on each service provided plus expenses billed for that service. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, and long-distance telephone calls will be billed at actual cost, plus 10 percent to cover processing costs.

Project Fee Summary

We offer to provide professional engineering design and bidding-related services on an hourly rate basis plus expenses for an estimated fee not to exceed \$29,400.

We have carefully reviewed the Village's suggested scope and the associated level of effort to efficiently implement the project outlined in the RFP.

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: October 23, 2019
RE: Liquor License – 7-Eleven, Inc., 550 W. Army Trail Road

Franchisee MHA Enterprise, Inc. d/b/a 7-Eleven is relinquishing their liquor license to Corporate, 7-Eleven, Inc. d/b/a 7-Eleven #33408H. Attached for your consideration is an Ordinance reflecting the change of ownership to 7-Eleven, Inc. located at 550 W. Army Trail Road.

The application submitted by 7-Eleven, Inc. has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

RM/dk

Attachment

ORDINANCE NO. 2019-11-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS P LIQUOR LICENSES FROM 7 TO 6 (MHA ENTERPRISE, INC. d/b/a 7-ELEVEN) AND INCREASING THE NUMBER OF CLASS P LIQUOR LICENSES FROM 6 TO 7 (7-ELEVEN INC. d/b/a 7-ELEVEN #33408H) 550 W. ARMY TRAIL ROAD

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class P Liquor Licenses, from 7 to 6.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class P Liquor Licenses from 6 to 7.

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

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
(JMP RE HOLDINGS, LLC – 64 SERIES, NW CORNER OF
NORTH AVENUE AND COUNTY FARM ROAD)
27W210 NORTH AVENUE**

WHEREAS, JMP RE HOLDINGS, LLC – 64 SERIES is the owner (hereafter referred to as “Owner”) of approximately 0.641 acres of real property located in unincorporated DuPage County, Illinois, that is legally described as follows:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28,1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15,1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28,1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGRESS 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 27W210 North Avenue, West Chicago, Illinois 60185, P.I.N. 01-36-200-039 (hereinafter referred to as the “Property”); and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality existing under the laws of the State of Illinois; and,

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed Annexation Agreement, in substance and in form the same as this agreement, except as modified as authorized by Section 11-15.1-3 of said Municipal Code, was

submitted to the Village for public hearing and a public hearing was held thereon by the Corporate Authorities pursuant to notice duly published in a newspaper of general circulation, as provided by law; and

WHEREAS, the corporate authorities of the Village have considered the annexation of the Property; and

WHEREAS, the Parties wish to enter into a binding agreement with respect to said annexation, as well as zoning of the Property and other related matters, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, upon the terms and conditions contained in the Annexation Agreement attached hereto; and

WHEREAS, all public hearings as required by law have been held by the different departments, commissions, boards, and other governmental bodies of the Village, and each has submitted various reports and recommendations; or both required of them; and

WHEREAS, the Mayor and Board of Trustees of the Village find that the annexation of the property to the Village will be beneficial to the Village in accordance with the terms of this Annexation Agreement.

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

Section 1:

The foregoing recitals are incorporated by reference in this Ordinance as if restated in their entirety.

Section 2:

The Annexation Agreement between the Village of Carol Stream and JMP RE HOLDINGS, LLC – 64 SERIES, as attached hereto, is hereby approved.

Section 3:

The Mayor and Village Clerk are authorized and directed to execute the attached Annexation Agreement on behalf of the Village of Carol Stream, Illinois.

PASSED AND APPROVED THIS 4th day of November, 2019

AYES: _____

NAYS: _____

ABSENT: _____

Mayor

(SEAL)

ATTEST:

Village Clerk

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ANNEXATION AGREEMENT
27W210 North Avenue, West Chicago, IL 60185

This Agreement made and entered into this ____ day of _____, 20__, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the "Village") and JMP RE HOLDINGS, LLC – 64 SERIES, an Illinois limited liability company, hereinafter referred to as the "Owner").

W I T N E S S E T H:

WHEREAS, the Owner constitutes all of the owners of record of certain real estate in DuPage County, Illinois, described as follows:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28,1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15,1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28,1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGRESS 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 27W210 North Ave., West Chicago, Illinois 60185
PIN: 01-36-200-039 (hereinafter referred to as the "Property"); and

44 **WHEREAS**, the Property consists of approximately 0.641 acres and is located at
45 27W210 North Avenue, West Chicago, Illinois 60185, in unincorporated Wayne
46 Township, DuPage County, Illinois; and

47 **WHEREAS**, pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS
48 5/7-1-8, the Owner has submitted to the Village a petition for annexation, requesting
49 the President and Board of Trustees (hereinafter collectively referred to as the “Corporate
50 Authorities”) annex the Property to the Village; and

51 **WHEREAS**, the Owner has submitted to the Village a petition for zoning upon
52 annexation, requesting the zoning of the Property upon its annexation to the Village as
53 B-2 General Retail zoning pursuant to Section 16-9-3 of the Village’s Zoning Code and
54 has requested the following approvals:

- 55 • Building set back variations;
- 56 • Parking set back variation;
- 57 • Parking landscape variations;
- 58 • Special use for shopping plaza;
- 59 • Special use for restaurant drive-up service window;
- 60 • North Avenue Corridor Review Approval; and

61 **WHEREAS**, the Village has caused the issuance of proper notice with respect to
62
63 all hearings necessary in order to effectuate the annexation, rezoning, and such other
64 hearings as may be necessary to effectuate the plan of development as set forth herein;
65 and

66 **WHEREAS**, a public hearing was held by the Plan Commission / Zoning Board
67 of Appeals on said rezoning; Building set back variations; Parking set back variation;
68 Parking landscape variations; Special use for shopping plaza; Special use for restaurant
69 drive-up service window; and North Avenue Corridor Review Approval; as required by
70 the Zoning Ordinance of the Village and the Plan Commission / Zoning Board of Appeals
71 has submitted to the Corporate Authorities of the Village (hereinafter referred to as the
72 “Corporate Authorities”) their findings of fact and recommendation with respect to said

73 rezoning; Building set back variations; Parking set back variation; Parking landscape
74 variations; Special use for shopping plaza; Special use for restaurant drive-up service
75 window; and North Avenue Corridor Review Approval; and

76 **WHEREAS**, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois
77 Municipal Code, 65 ILCS 5/11-15.1-1 et seq., a proposed Annexation Agreement, in
78 substance and in form the same as this Agreement, was submitted to the Village for
79 public hearing and a public hearing was held thereon by the Corporate Authorities
80 pursuant to notice duly published in a newspaper of general circulation, and as provided
81 by law; and

82 **WHEREAS**, the Property is contiguous to the Village, and none of the Property is
83 presently within the corporate limits of any other municipality; and

84 **WHEREAS**, there are currently no electors residing upon the Property; and

85 **WHEREAS**, the parties hereto desire that the Property be annexed to the Village
86 on the terms and under the conditions hereafter set forth and that the Property be zoned
87 and developed under the terms and conditions of this Agreement; and

88 **WHEREAS**, the Property is neither within a library district nor a soil conservation
89 district, no roads adjacent to or on the Property are under the jurisdiction of a township
90 and the Village does not provide any fire protection services and therefore no notice is
91 required to be given to any such agencies or entities; and

92 **WHEREAS**, the Village Board has determined that the annexation of the Property
93 and the implementation of this Agreement are in the best interests of the Village, and
94 will further the orderly growth of the Village and promote the general welfare of the
95 Village; and

96 **WHEREAS**, the Village is a Home Rule Unit pursuant to the provisions of the
97 Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the

98 Village under this Agreement are entered into and performed pursuant to the Home Rule
99 powers of the Village and the statutes in such cases made and provided.

100 **NOW, THEREFORE,** in consideration of the mutual covenants, agreements,
101 terms and conditions herein set forth, the Owner and the Village agree as follows:

102 1. The provisions of the recitals hereinabove set forth are hereby restated and
103 incorporated herein by reference.

104 2. The Owner has filed with the Village Clerk a duly executed petition to
105 annex the Property which constitutes territory contiguous to the Village pursuant to
106 and in accordance with the provisions of Illinois Compiled Statutes 5/7-1-1, and subject
107 to the provisions of Paragraph 5 below, the Village will annex the Property. The Village
108 may record any Petition for Annexation submitted and this Agreement in the Office of
109 the Recorder of Deeds of DuPage County.

110 3. Within 21 days of the execution and adoption of this Agreement, the
111 Village, through the action of its Corporate Authorities, shall annex the Property to the
112 Village upon the terms and conditions of this Agreement, and do all things necessary or
113 appropriate to cause the Property to be validly annexed to the Village, including, the
114 enactment of an ordinance annexing the Property to the Village. The Village shall notify,
115 as required by law, all entities or persons of such annexation and promptly record all
116 ordinances, plats and affidavits necessary to said annexation, in accordance with any
117 and all statutory and ordinance requirements.

118 4. Upon annexation and subject to the terms and conditions of this
119 Agreement, the Property shall be zoned as B-2 General Retail District under the Village's
120 Zoning Code.

121 5. The Village further agrees to enact the Ordinance(s) attached hereto as
122 Exhibits A-1 and A-2. The Property may only be developed in accordance with

123 Ordinances attached hereto as Exhibits A-1 and A-2; and the Preliminary Site Plan,
124 Sheet 1 of 3 prepared by Mackie Consultants, LLC, attached as Exhibit B-1; the Site
125 Plan Sheet SP1.0, Site Plan Details, Sheet SP1.1, Exterior Elevations Sheet ELEV, and
126 Exterior Renderings Sheet CE1.0, prepared by MRV Architects, Inc. attached as Group
127 Exhibit B-2; and Overall Landscape Plan Sheet L1.0 and Enlarged Landscape Plan Sheet
128 L1.1, prepared by Heller & Associates, LLC, attached as Group Exhibit B-3 (collectively
129 the above-described Plans attached hereto as Exhibits B-1, B-2 and B-3 are hereinafter
130 referred to as the "Plans"), and any changes thereto which are not, in the opinion of the
131 Village Manager, significant and of which the Village is notified. Any significant changes
132 to the foregoing plans may be proposed by the Owner, and they can either be approved
133 or rejected by the Village Board without the need to amend this Annexation Agreement;
134 but the decision as to whether to grant such modifications to the Plans shall be solely
135 within the exclusive power of the Village Board for the term of this Annexation
136 Agreement. The Property may not be developed, even under the ordinances of the
137 Village, in a manner contrary to the Plans, except after Village approval.

138 6. The development of the Property annexed, and of each lot respectively
139 encompassed by this Agreement, shall be in accordance with the existing building,
140 zoning, subdivision, storm water retention and other developmental codes and
141 ordinances of the Village as they exist on the date each respective permit for
142 development of each lot is issued. Planning and engineering designs and standards,
143 and road construction and dedication of public improvements, shall be in accordance
144 with the then existing ordinances of the Village or in accordance with the statutes and
145 regulations of other governmental agencies having jurisdiction thereof if such standards
146 are more stringent than those of the Village at such time.

147 7. The Village shall have the authority to revise the address of the annexed
148 property to coincide with the Village's grid system.

149 8. The annexation fee payable to the Village is \$385.00, payable by the Owner
150 at time of execution of this Agreement.

151 9. In order to service the Property with water service, the Owner shall connect
152 to the existing water main and water system of the Village at the Owner's sole cost and
153 expense. All connections shall be made by the Owner in accordance with a service
154 connection permit approved by the Village.

155 10. In order to service the Property with sanitary sewer service, the Owner
156 shall connect to the existing sanitary sewer and sewer system of the Village at the
157 Owner's sole cost and expense. All connections shall be made by the Owner in
158 accordance with a service connection permit approved by the Village.

159 11. Existing septic systems contained on the Property shall be removed and
160 any wells on the same shall be capped in accordance with the requirements of the
161 DuPage County Department of Public Health, and the affidavit of compliance shall be
162 filed with the Director of Public Works.

163 12. The Owner shall pay the Water and Sewer Expansion Connection Fee, the
164 water meter fee, the sewer and water tap-on fees and the user fees relating to sewer and
165 water installations and services shall be those charges generally applicable in the Village
166 for similar installations or services at the time that the fees or charges are due. The
167 Village agrees to waive its 1995 North Avenue Sanitary Sewer and Water System
168 Improvement Project fee.

169 13. The Owner shall develop the Property in full compliance with the DuPage
170 County Countywide Stormwater and Floodplain Ordinance, as amended from time to
171 time.

172 14. The Owner shall provide all easements, both on-site and off-site (if
173 applicable), which may be required by the Village Engineer to enable the Property to
174 receive water service, sanitary sewer service, electric and gas service, and cable
175 television service, with the Village being a named grantee in all said easements along
176 with the applicable utility companies. The location for all public improvements shall be
177 as approved by the Village and as shown on final engineering plans approved by the
178 Village, with all utilities to be placed underground.

179 15. All electric, telephone, cable television and gas lines shall be installed
180 underground, the location of which underground utilities shall be at the Owner's option
181 but not conflicting with any Village utility.

182 16. The Owner shall not be otherwise required by the Village to donate any
183 land or money to the Village or any other governmental body, except as provided in this
184 Agreement.

185 17. As the Property is not annexed to any park district, the Owner shall
186 promptly, upon the annexation of the Property to the Village, petition for annexation to
187 the Carol Stream Park District.

188 18. The Village and the Owner agree that to the extent permitted by law, the
189 time for performance of any obligation herein contained may be extended by the mutual
190 agreement of the parties without the necessity of amending this Annexation Agreement.
191 The Village and the Owner shall be excused from any obligations under this Agreement
192 to the extent to which either is prohibited from fulfilling such obligation, or required to
193 take an action inconsistent with a provision of this Agreement because of a lawful order
194 or other action by a superior governmental authority. The Village and the Owner shall
195 give notice to the other if either receives notice or has knowledge of the taking or
196 proposed taking of such action by a superior governmental authority. Upon the request

197 of the other party, either party may agree to contest such order or other action by judicial
198 or other proceedings, provided the other party equitably participated in the reasonable
199 expenses of such interest.

200 19. The Parties or their successors or assigns, may, in equity, by suit, action,
201 mandamus, injunction, or other proceedings in court, enforce and compel the
202 performance of this Agreement, including suits for specific performance, but they may
203 not seek monetary damages.

204 20. This Agreement shall be binding upon the Owner, as well as the Owner's
205 successors, assigns and heirs, and upon any successor Corporate Authorities of the
206 Village and successor municipalities for a period of twenty (20) years from the date of
207 execution hereof. It is agreed that, to the extent permitted by law, in the event the
208 annexation of the Property or this Agreement or zoning of any part of the Property is
209 challenged in any court proceeding which shall reasonably delay the development of the
210 Property, the period of time during which such litigation is pending shall not be included
211 in calculating the said twenty (20) year term.

212 21. If any portion of this Agreement or ordinance enacted pursuant hereto
213 shall be declared invalid, the same shall not affect the validity of this Agreement as a
214 whole other than the part so declared invalid. The parties shall then negotiate in good
215 faith to seek to reestablish the powers and duties found to be invalid. The Owner or the
216 Village shall be obligated to execute any document or take any additional action which
217 may be required to correct any defect which has resulted or could result in the
218 invalidation of this Agreement in whole or in part.

219 22. The Owner represents and warrants to the Village as follows:

220 A. That the Owner identified on page 1 hereof is the legal titleholder and the
221 owner of record of the Property.

222 B. That the Owner proposes to develop the Property in the manner
223 contemplated under this Agreement.

224 C. That other than the Owner no other entity or person has any ownership
225 interest in the Property or its development as herein proposed.

226 D. That the Owner has provided the legal description of the Property set forth
227 in this Agreement and the attached Exhibits and that said legal descriptions are
228 accurate and correct.

229 23. All notices, requests and demands shall be in writing and shall be
230 personally delivered to or mailed by United States Certified mail, postage prepaid and
231 return receipt requested, as follows:

232 For the Village: Village of Carol Stream
233 Attn: Village Manager's Office
234 500 N. Gary Avenue
235 Carol Stream, IL 60188
236

237
238 For the Owner: JMP RE Holdings, LLC – 64 Series
239 Attn: James Panopoulos
240 258 County Farm Road
241 West Chicago, IL 60185
242

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245 Any Party hereto shall have the right at any time, and from time to time, to
246
247 notify each of the other Parties hereto, of a change of address and/or designee for the
248 purpose of receiving any notices hereunder.

249 24. Notwithstanding any provision of this Agreement to the contrary, including
250 but not limited to the sale and/or conveyance of all or any part of the Property by Owner,
251 Owner shall at all times during the term of this Agreement remain liable to Village for
252 the faithful performance of all obligations imposed upon Owner by this Agreement until

253 such obligations have been fully performed or until Village, at its sole option, has
254 otherwise released such Owner from any or all of such obligations.

255 25. Any and all representations, warranties, indemnifications, covenants,
256 undertakings, and agreements contained herein shall survive the annexation of the
257 Property and shall not be merged or extinguished by the annexation of the Property or
258 any part thereof to the Village.

259 26. Failure of any Party to this Agreement to insist upon the strict and prompt
260 performance of the terms covenants, agreements, and conditions herein contained, or
261 any of them, upon any other party imposed, shall not constitute or be construed as a
262 waiver or relinquishment of any party's right thereafter to enforce any such term,
263 covenant, agreement or condition, but the same shall continue in full force and effect.

264 27. Special Terms and Conditions: By June 30, 2020, Petitioner shall apply
265 for a demolition permit for the existing structures on the Property, to include the
266 building, canopy, signage and paved surfaces, and demolish same; and in addition, shall
267 either: (i) restore the Property after demolition, to include rough grading and seeding or
268 (ii) apply for and actively pursue permits to build the shopping plaza per the Plans.

269 28. This Agreement may be executed in multiple counterparts of duplicate
270 originals or with multiple signature pages each of which shall constitute and be deemed
271 one and the same document.

272 29. The undersigned Owner warrants that all of the individuals or entities
273 listed herein constitute all owners of the Property and that they have full authority and
274 power to sign the Agreement and any petitions submitted hereunder and that they have
275 not and will not take any action to change ownership in the Property until after this
276 Agreement is recorded.

277 30. The Mayor and Clerk of the Village hereby warrant that they have been law-
278 fully authorized by the Village Board of Trustees of the Village to execute this
279 Agreement. The Owner and the Village shall, upon request, deliver to each other at the
280 respective time such entities cause their authorized agents to affix their signatures
281 hereto copies of all bylaws, resolutions, ordinances, partnership agreements, letters of
282 direction or other documents required to legally evidence the authority to so execute
283 this Agreement on behalf of the respective parties.

284 31. The Parties acknowledge and agree that the individuals who are members of
285 the group constituting the corporate authorities of the Village are entering into this
286 Agreement in their corporate capacities as members of such group and shall have no
287 personal liability in their individual capacities.

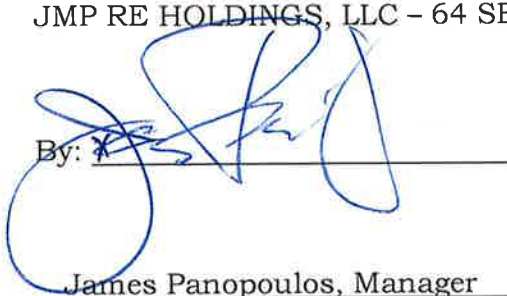
288 32. This Agreement sets forth all the promises, inducements, agreements,
289 conditions and understandings between the parties hereto relative to the subject matter
290 thereof, and there are no promises, agreements, conditions or understandings, either
291 oral or written, express or implied, between them, other than are herein set
292 forth. Except as herein otherwise provided, no subsequent alteration, amendment,
293 change or addition to this Agreement shall be binding upon the parties hereto unless
294 authorized in accordance with law and reduced in writing and signed by them.

295 33. A copy of this Agreement and any amendments thereto shall be recorded
296 by the Village at the expense of the Owner.

297 SIGNATURES ON FOLLOWING PAGE.

298

299 IN WITNESS WHEREOF this Agreement has been duly executed by whose
300 names are subscribed below or on the signature pages attached hereto from time to
301 time, and which pages are specifically incorporated herein.

302 OWNER VILLAGE OF CAROL STREAM
303 JMP RE HOLDINGS, LLC - 64 SERIES
304
305 By:  By: _____
306
307 James Panopoulos, Manager _____
308 (print name) (print name)

309
310
311 Attest: _____
312 Village Clerk

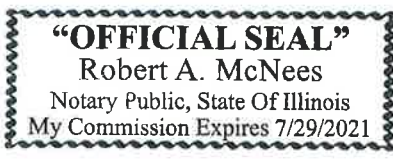
313 STATE OF ILLINOIS)
314) SS.
315 COUNTY OF DUPAGE)
316

317 I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY
318 CERTIFY that the above-named James Panopoulos, personally known to me to be the same person
319 whose name is subscribed to the foregoing instrument appeared before me this day in person and
320 acknowledged that he signed and delivered the said instrument as his own free and voluntary act
321 for the uses and purposes therein set forth.

322
323 GIVEN under my hand and official seal, this 31 day of October 2019.

324
325 Commission expires 7/29/2021

326
327 
328 _____
329 Notary Public



330

331

332 STATE OF ILLINOIS)
333) SS.
334 COUNTY OF DUPAGE)

335

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

346

347 GIVEN under my hand and official seal, this ____ day of _____, 20__.

348

349 Commission expires _____

350

351

352

Notary Public

353

354

ORDINANCE NO. 2019-____-____
AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO ZONE PROPERTY TO THE B-2 GENERAL RETAIL DISTRICT
UPON ANNEXATION TO THE VILLAGE OF CAROL STREAM
(27W210 NORTH AVENUE)

WHEREAS, James Panopoulos, manager of JMP RE Holdings, LLC – 64 Series, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to zone the Property to the B-2 General Retail District upon annexation of the property to the Village of Carol Stream; and

WHEREAS, pursuant to Section 16-15-7 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on October 28, 2019, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Zoning Map Amendment 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 0.641-acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to zone the Property to the B-2 General Retail District upon annexation to the Village.

LEGAL DESCRIPTION OF THE PROPERTY:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF

SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28, 1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGREE 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 27W210 North Ave., West Chicago, Illinois 60185
PIN: 01-36-200-039

SECTION 2: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

JMP RE HOLDINGS, LLC 64 SERIES, being the owner/party in interest of the property legally described in this ordinance, does hereby accept, concur, and agree to develop and use the subject property in accordance with the terms and conditions of this Ordinance, and understands that if it does not do so, it is subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances.

JMP RE HOLDINGS, LLC 64 SERIES

By: _____
James Panopoulos, Manager
Owner/Party In Interest

Date

ORDINANCE NO. 2019-__-__

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHOPPING PLAZA, SPECIAL USE PERMIT FOR A DRIVE-UP SERVICE WINDOW, FRONT YARD BUILDING SETBACK VARIATION, CORNER SIDE YARD BUILDING SETBACK VARIATION, CORNER SIDE YARD PARKING SETBACK VARIATION, AND LANDSCAPING VARIATIONS (JMP HOLDINGS RE, LLC – 64 SERIES, 27W210 NORTH AVENUE)

WHEREAS, James Panopoulos, manager of JMP Holdings RE, LLC – 64 Series, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Shopping Plaza, as provided in Section 16-9-3 (C)(14) of the Carol Stream Code of Ordinances, a Special Use Permit for a Drive-Up Service Window, as provided in Section 16-9-3 (C)(11) of the Carol Stream Code of Ordinances, a Variation to reduce the front yard building setback along North Avenue as provided in Section 16-5-6 (J)(3) of the Carol Stream Code of Ordinances, a Variation to reduce the corner side yard building setback along County Farm Road as provided in Section 16-9-3 (G)(2)(E) of the Carol Stream Code of Ordinances, a Variation to reduce the corner side yard parking setback along County Farm Road as provided in Section (F)(2)(b) of the Carol Stream Code of Ordinances, and a Variation to reduce parking lot landscaping and screening as provided in Sections 16-5-6 (L)(3)(a) and 16-5-6 (L)(3)(e) of the Carol Stream Code of Ordinances, on the property legally described in Section 3 herein and commonly known as 27W210 North Avenue, West Chicago, 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 October 28, 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 Permits and Variations be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permits and the Variations 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 Permits for a shopping plaza and drive-up service window, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The proposed shopping plaza with drive-up service window will provide an amenity to the residents, business owners/employees, and visitors to the community.*

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare, and has been designed in a safe and efficient manner.*
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. *The surrounding area has commercial uses, and as such, the proposed shopping plaza with a drive-up service window should not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the area.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *All 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 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 project is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Front Yard Building Setback Variation, Corner Side Yard Building Setback Variation, Corner Side Yard Parking Setback Variation, and Landscaping Variations, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variations:

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 reduction of the front and corner side yard building setbacks, corner side yard parking setback, and landscaping along the east side of the property are acceptable given the small size of the property, reduction of space due to previous right-of-way widening, and potential limited area for development if all setback and landscaping requirements were to be met.*
2. The plight of the owner is due to unique circumstances. *The North Avenue Corridor building setback regulations are geared toward larger developments, with a smaller corner parcel like the subject property at a disadvantage of meeting said regulations. Likewise, the configuration of the east property line restricts maintaining the parking setback along the entire eastern parking row, and it is*

believed that decreasing the amount of the parking on the site to accommodate additional parking lot islands is not appropriate in this specific instance.

3. The variations, if granted, will not alter the essential character of the locality. *The redevelopment of the property, with the increase of landscaping and construction of an attractively designed building, will improve upon the character of the area, and requested setback and landscaping reductions should not have a negative impact on the 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 size of the corner lot and its configuration bring a hardship to the applicant in meeting all setback and landscaping requirements for a viable redevelopment project.*
6. The conditions upon which the petition for the variations are based would not be applicable generally to other property within the same district. *Other small parcels along the North Avenue Corridor have received relief from setback requirements, including the outlots at the Carol Stream Marketplace, with no apparent impact on surrounding properties.*
7. The granting of the variations 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 approved, the variations should not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood, and the proposed redevelopment will greatly improve the character along the North Avenue Corridor and the North/County Farm Node.*

SECTION 3:

The Special Use Permits and Variations, as set forth in the above recitals, are hereby approved and granted to JMP RE Holdings, LLC – 64 Series, subject to the conditions set forth in Section 4, upon the real estate commonly known as 27W210 North Avenue, West Chicago, Illinois, and legally described as follows:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28,1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W.

PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGREE 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

Commonly known as 27W210 North Ave., West Chicago, Illinois 60185
PIN: 01-36-200-039

SECTION 4:

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

1. That the landscape materials must be installed as shown on the attached landscape plan (except as may be amended to address recommended conditions herein), and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
2. That the landscape plan shall be revised and approved by the Community Development Director to illustrate the following:

- a. Additional evergreen shrubs shall be installed around the electric transformer on the south side of the building for more effective screening;
3. That all rooftop mounted mechanical equipment shall be fully screened by the parapet wall, or with supplemental screening if said parapet wall is not tall enough to screen the equipment;
4. That the owner must install additional landscape materials in the future, subject to the approval of the Community Development Director, to screen yet-unknown ground-mounted mechanical and utility equipment;
5. That parking spaces shall be striped in accordance with the Village's looped striping detail;
6. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;
7. That the applicant must obtain the required sign permits prior to the installation of any new signage; and
8. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

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

1. Site Plan (Exhibit A, received October 30, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.
2. Site Plan Details (Exhibit B, received October 30, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.
3. Overall Landscape Plan (Exhibit C, received October 30, 2019), prepared by Heller & Associates, LLC, P.O. Box 1359, Lake Geneva, Wisconsin, 53147.
4. Enlarged Landscape Plan (Exhibit D, received October 30, 2019), prepared by Heller & Associates, LLC, P.O. Box 1359, Lake Geneva, Wisconsin, 53147.
5. Landscape Details & Notes (Exhibit E, received October 30, 2019), prepared by Heller & Associates, LLC, P.O. Box 1359, Lake Geneva, Wisconsin, 53147.
6. Preliminary Site Plan (Exhibit F, dated October 3, 2019), prepared by Mackie Consultants, LLC, 9575 W. Higgins Road, Suite 500, Rosemont, Illinois, 60018.

7. Exterior Elevations (Exhibit G, received October 30, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.
8. Exterior Renderings (Exhibit H, received October 4, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.

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 permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

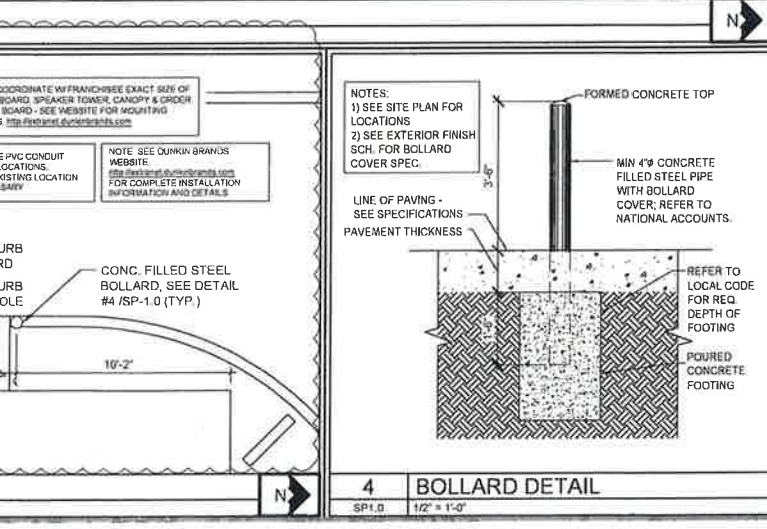
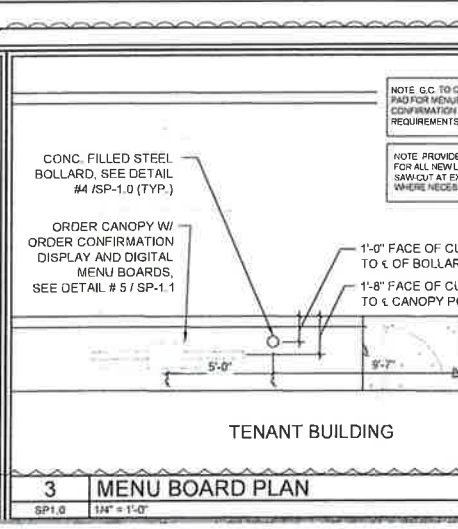
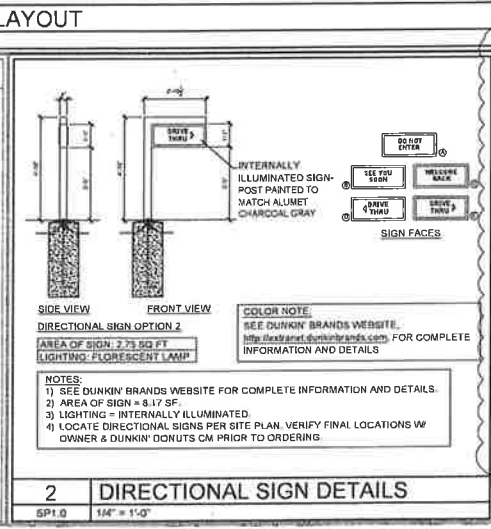
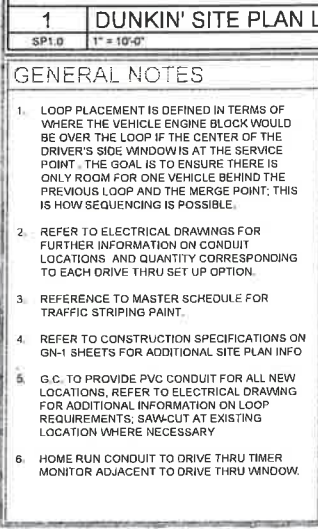
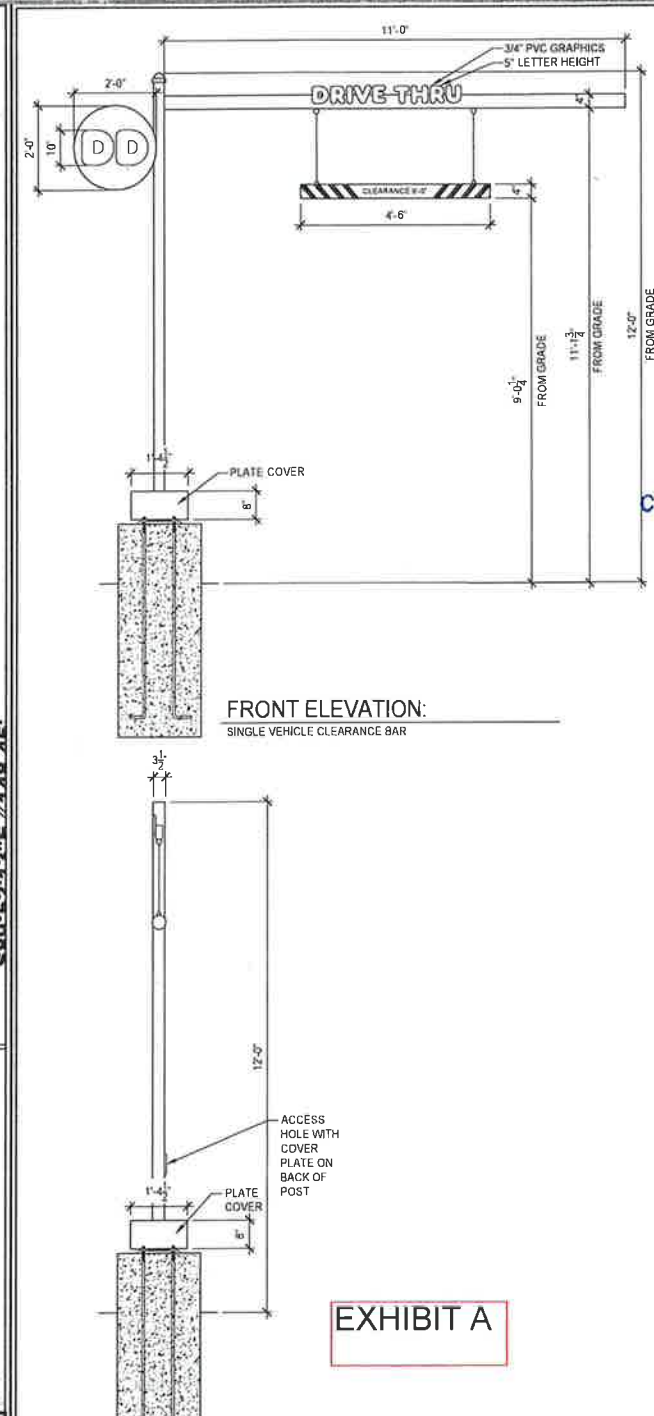
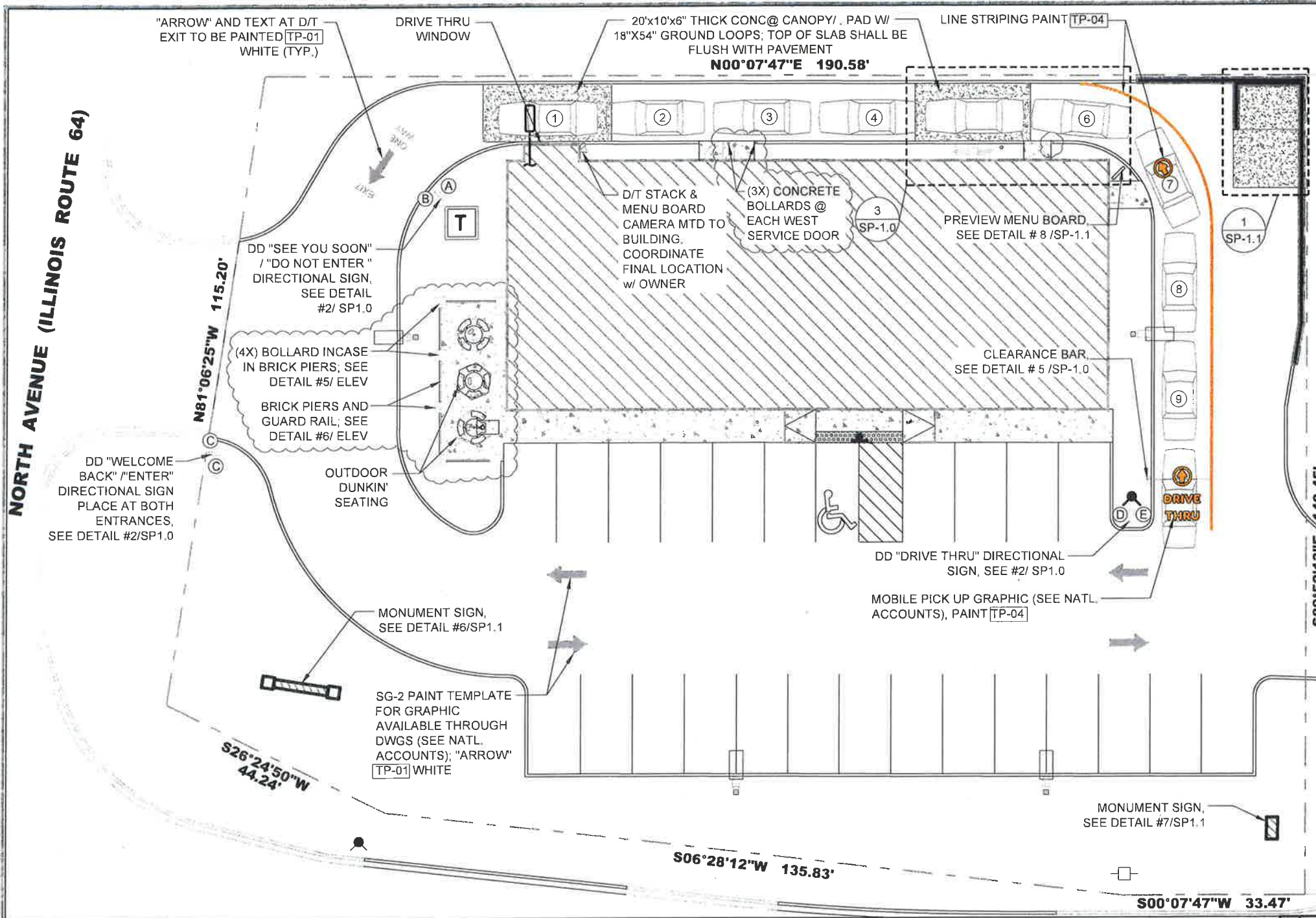
Laura Czarnecki, Village Clerk

JMP RE HOLDINGS, LLC 64 SERIES, being the owner and/or party in interest of the Subject Property legally described in this ordinance, does hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and understands that if it does not do so, it is 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 permits. JMP RE Holdings, LLC – 64 Series 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.

JMP RE HOLDINGS, LLC 64 SERIES

Date

By: _____
James Panopoulos, Manager
Owner/Party In Interest



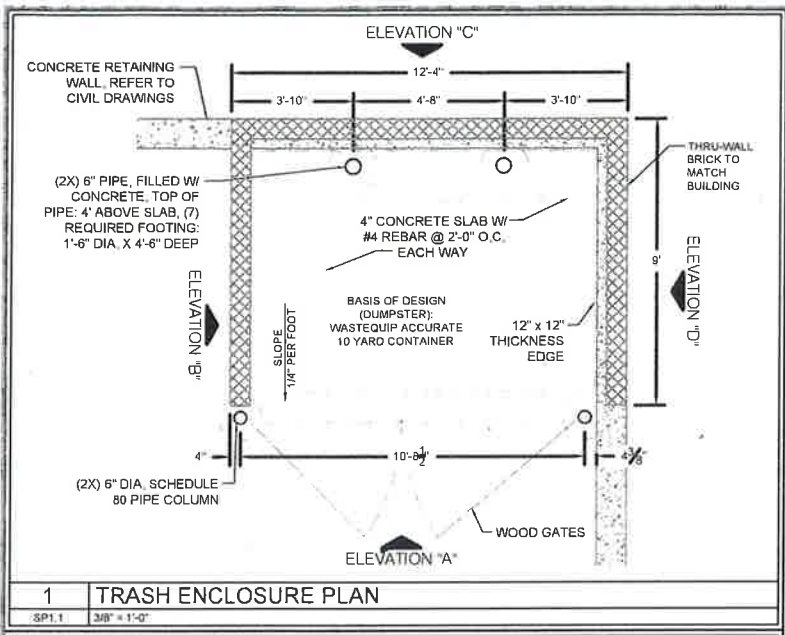
RECEIVED
 OCT 30 2018
 COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
 JMP RE HOLDINGS LLC
 E NORTH AVE & COUNTRY FARM ROAD
 CAROL STREAM, IL

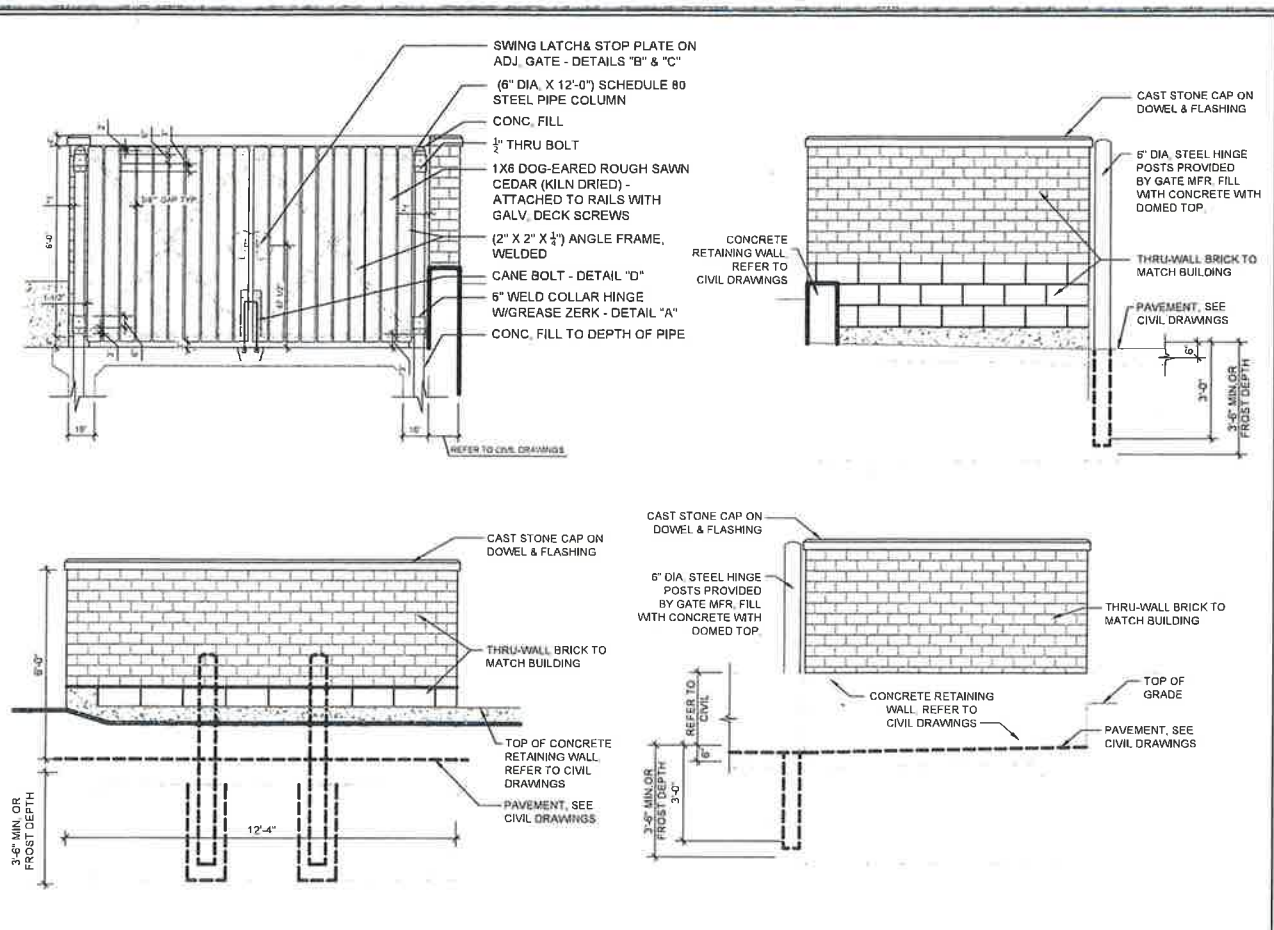
| REV. | DATE | DESCRIPTION |
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SHEET NAME
SITE PLAN & DETAILS

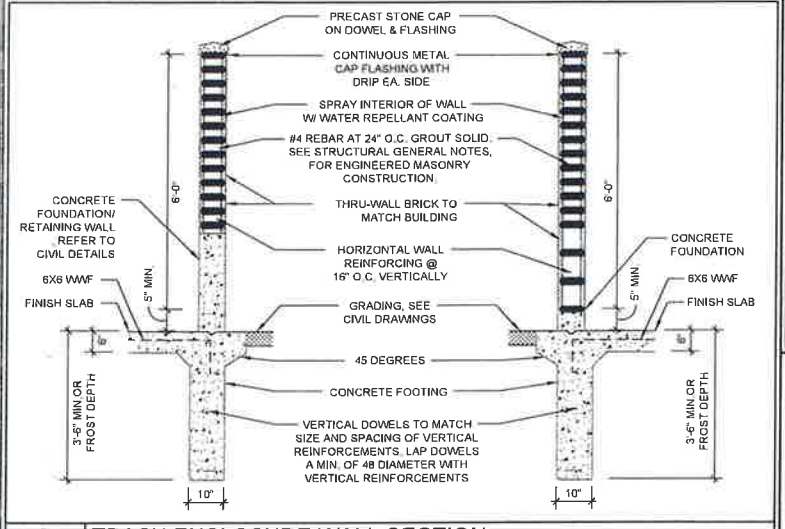
SHEET NUMBER
SP1.0



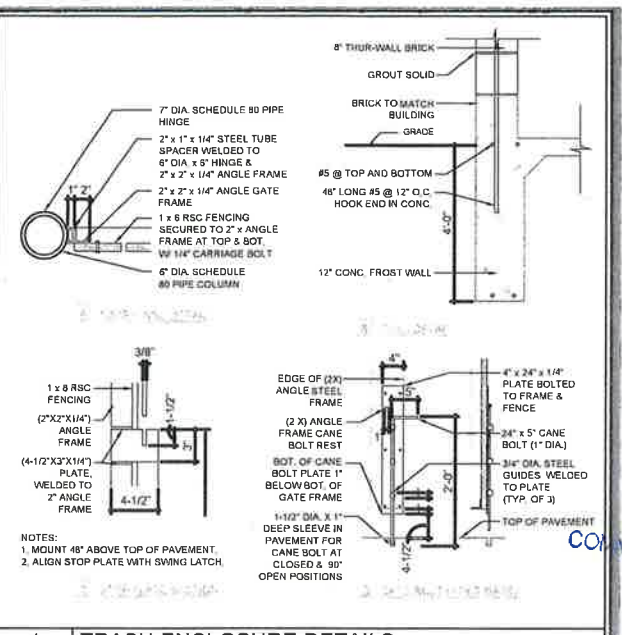
1 TRASH ENCLOSURE PLAN
SP1.1 3/8" = 1'-0"



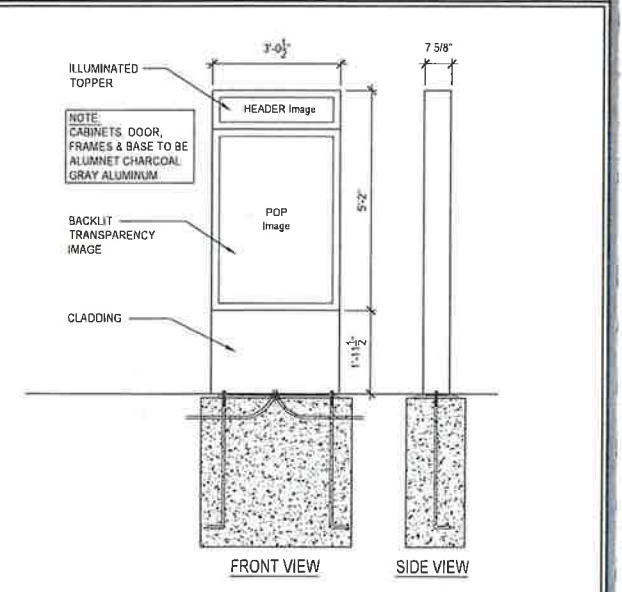
2 TRASH ENCLOSURE ELEVATIONS
SP1.1 3/8" = 1'-0"



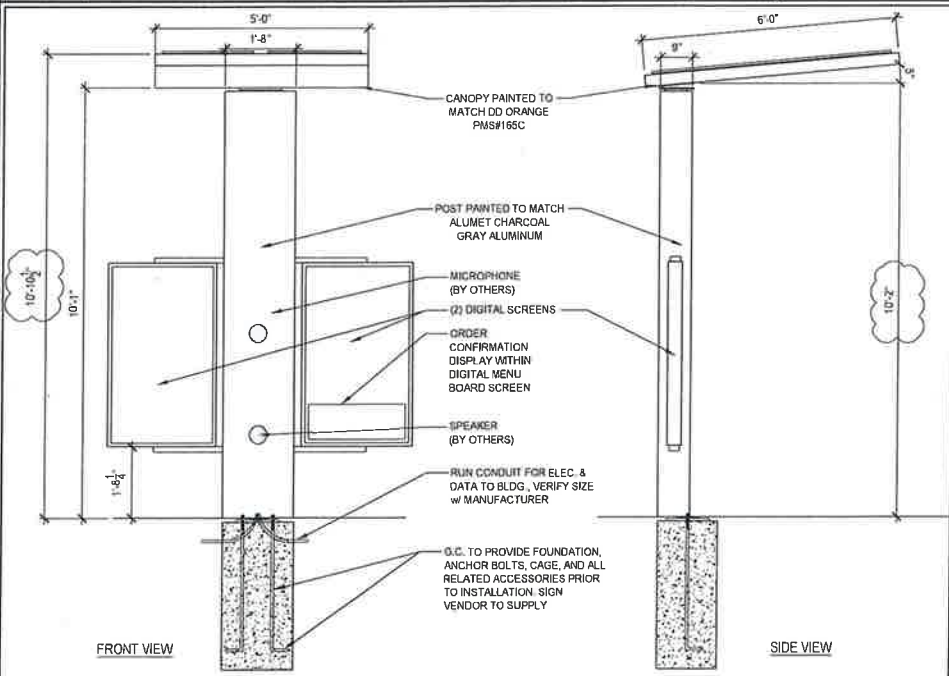
3 TRASH ENCLOSURE WALL SECTION
SP1.1 3/8" = 1'-0"



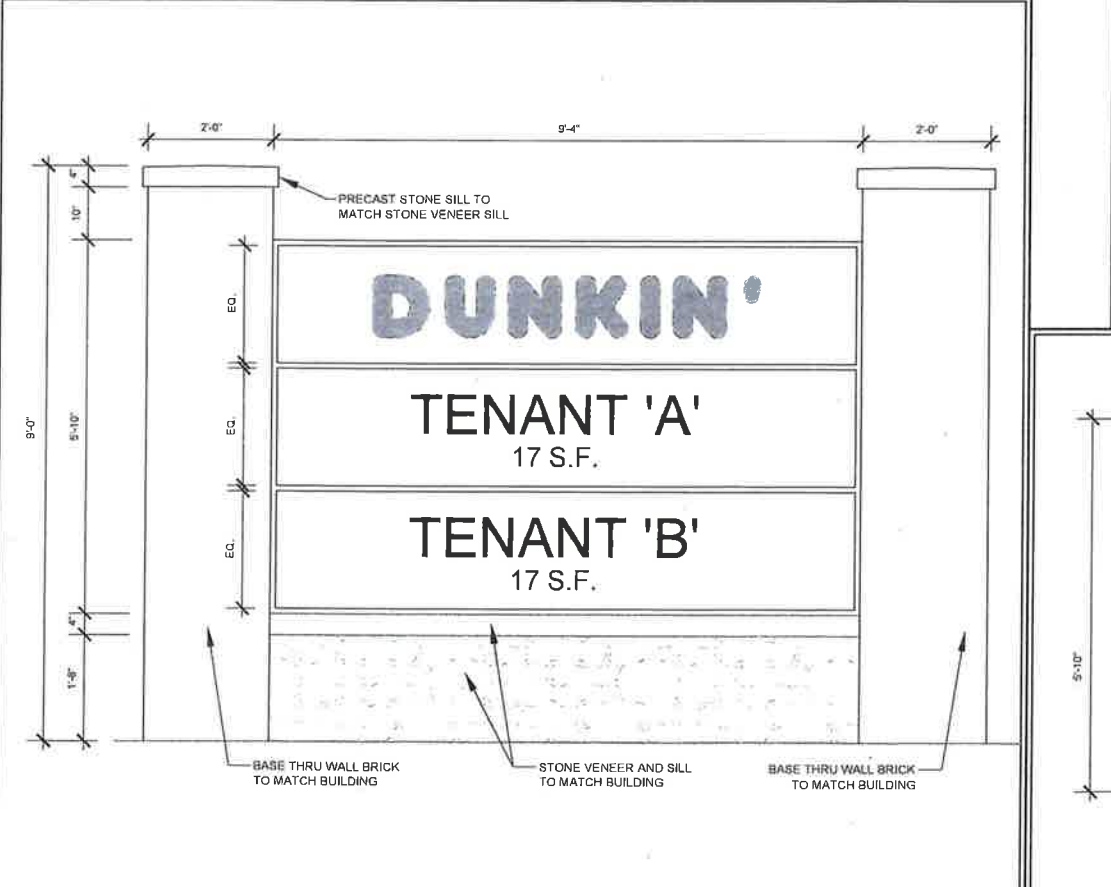
4 TRASH ENCLOSURE DETAILS
SP1.1 N.T.S.



8 MENU BOARD DETAIL
1/2" = 1'-0" NOTE



5 DIGITAL "ALL IN ONE" ORDER DETAIL
SP1.1 1/2" = 1'-0"



6 LARGE MONUMENT SIGNAGE ELEVATION
SP1.1 3/4" = 1'-0"



7 SMALL MONUMENT SIGNAGE ELEVATIONS
SP1.1 3/4" = 1'-0"

MRV
ARCHITECTS, INC.
RECEIVED
OCT 30 2019
COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

SHEET NAME
SITE PLAN DETAILS
SHEET NUMBER
SP1.1



Joint Utility Locating Information for Excavators

Call 48 hours before you dig (Excluding Sat., Sun. & Holidays)

Landscape Setback
Area from front property line to building setback line.
Landscaping shall meet 0.35 points per square foot.

Area of Landscape Setback: 19,091.0 SF
Required Amount of Landscaping: 6,681.9 Points
Landscaping Shown: 6,758.0 Points

Interior Parking Area
10% of parking area shall be landscaped
Landscaping shall meet 0.50 points per square foot.

Area of Parking Area: 7,013.0 SF
Required Interior Landscaping Area: 701.3 SF
Area of Interior Landscaping: 1,649.3 SF

Required Amount of Landscaping: 350.7 Points
Landscaping Shown: 628.8 Points

Open Space
Landscaping shall meet 0.05 points per square foot.

Area of Open Space: 285.4 SF
Required Amount of Landscaping: 14.3 Points
Landscaping Shown: 419.9 Points

Landscape Buffer - Not Applicable
15' wide landscape strip along property line adjacent to lower impact development.

Landscape Screen - Not Applicable
5' wide landscape strip along property line adjacent to higher impact development.

Landscape Size and Points

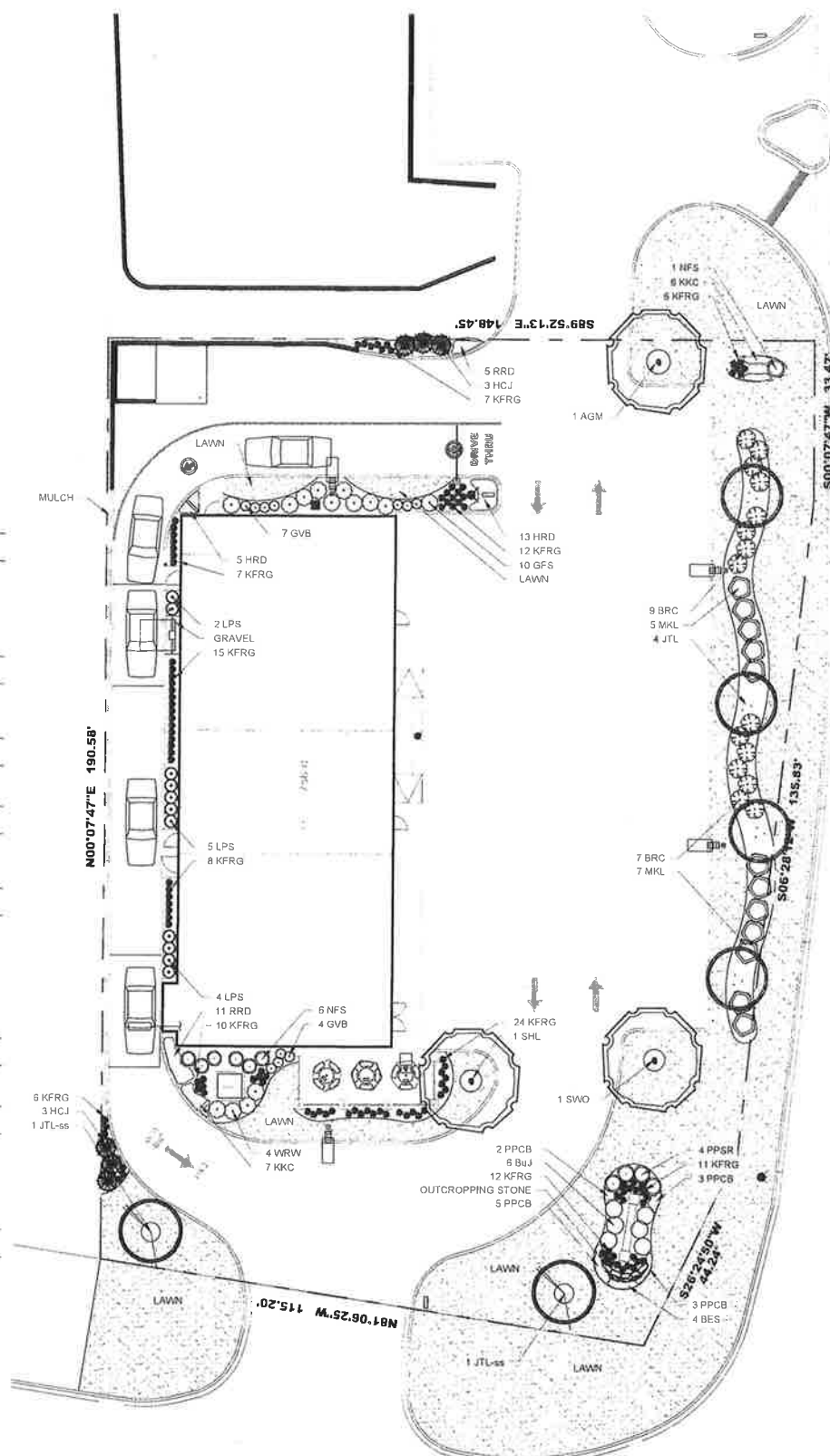
| Landscape Type | Install Size | Points |
|----------------------------|--------------|-------------|
| Shade Trees | 2.5" caliper | 225/tree |
| Ornamental Trees | 2" caliper | 250/tree |
| Evergreen Trees | 6' Height | 275/tree |
| Shrubs 4-12" Tall | 30" Tall | 70/shrub |
| Shrubs up to 3" Tall | 30" Tall | 35/shrub |
| Ornamental Grasses | N/A | 0.5/SF |
| Perennials | N/A | 0.5/SF |
| Site Furnishings | | 10/item |
| Ornamental Light Standards | | 10/standard |

CODE REQUIREMENTS

| PLANT KEY | QUANTITY | BOTANICAL NAME | COMMON NAME | SIZE | ROOT | SPECIFICATION / NOTES | PLANT SPACING |
|-------------------------------------|----------|---|---|---------------------|-------|---|---------------|
| Proposed Landscape Materials | | | | | | | |
| SHADE TREES (DECIDUOUS) | | | | | | | |
| SHL | 1 | Gleditsia triacanthos 'Skyline' | Skyline Honeylocust | 2.5" | B&B | Straight central leader, full and even crown. Prune only after planting | |
| AGM | 1 | Ginkgo biloba 'Autumn Gold' | Autumn Gold Maidenhair | 2.5" | B&B | Straight central leader, full and even crown. Prune only after planting | |
| SWD | 1 | Quercus bicolor | Swamp White Oak | 2.5" | B&B | Straight central leader, full and even crown. Prune only after planting | |
| ORNAMENTAL TREES (DECIDUOUS) | | | | | | | |
| JTL | 4 | Syringa reticulata 'Ivory Silk' | Ivory Silk Japanese Tree Lilac | 7' | B&B | Well balanced multi-stemmed tree with minimum four canes, and full appearance | |
| JTL | 2 | Syringa reticulata 'Ivory Silk' | Ivory Silk Japanese Tree Lilac (single stem) | 2.0' | B&B | Straight central leader, full and even crown. Prune only after planting | |
| EVERGREEN TREES | | | | | | | |
| MJ | 6 | Juniperus chinensis 'Hetzl Columnaris' | Hetzl Columnar Juniper (upright) | 6' | B&B | Evenly shaped tree with branching to the ground | 42" |
| EVERGREEN SHRUBS | | | | | | | |
| GVB | 11 | Buxus 'Green Velvet' | Green Velvet Boxwood | 15" HT | Cont. | Full rounded well branched shrub | 24-30" |
| Buj | 6 | Juniperus sabinia 'Buffalo' | Buffalo Juniper | 8" | Cont. | Full rounded well branched shrub | 42" |
| DECIDUOUS SHRUBS | | | | | | | |
| BRC | 16 | Aronia arbutifolia 'Brilliantissima' | Brilliant Red Chokeberry | 42" | Cont. | Full, well rooted plant, evenly shaped | 40" |
| PPSR | 4 | Rosa rugosa 'Pink Pavement' | Pink Pavement Series Rose | 18" | Cont. | Full, well rooted plant, evenly shaped | 42" |
| LPS | 11 | Spiraea japonica 'Little Princess' | Little Princess Spirea | 43" | Cont. | Full, well rooted plant, evenly shaped | 30" |
| GFS | 10 | Spiraea xbumalda 'Goldflame' | Goldflame Spirea | 30" | Cont. | Full, well rooted plant, evenly shaped | 35" |
| NFS | 7 | Spiraea xbumalda 'Neon Flash' | Neon Flash Spirea | 24" | Cont. | Full, well rooted plant, evenly shaped | 60" |
| MKL | 12 | Syringa patula 'Miss Kim' | Miss Kim Dwarf Lilac | 30" | Cont. | Full, well rooted plant, evenly shaped | 60" |
| WRW | 4 | Wiegela florida 'Wine & Roses' | Wine & Roses Compact Wiegela | 24" | Cont. | Full, well rooted plant, evenly shaped | 42" |
| ORNAMENTAL GRASSES | | | | | | | |
| KFRG | 118 | Calamagrostis acutiflora Karl Foerster | Karl Foerster Feather Reed Grass | 8" | Cont. | Full, well rooted plant | 15-18" |
| HERBACEOUS PERENNIALS | | | | | | | |
| HRD | 18 | Heimerocallis 'Happy Returns' | Happy Returns Daylily | 8" | Cont. | Full, well rooted plant, evenly shaped | 18" |
| RRD | 16 | Heimerocallis 'Happy Returns' | Happy Returns Daylily | 8" | Cont. | Full, well rooted plant, evenly shaped | 18" |
| PPCB | 13 | Heuchera micrantha 'Palace Purple' | Palace Purple Coralbells | 8" | Cont. | Full, well rooted plant, evenly shaped | 18" |
| KKC | 13 | Nepeta faassenii 'Kit Cat' | Dwarf Catmint | 8" | Cont. | Full, well rooted plant, evenly shaped | 24" |
| BES | 4 | Rudbeckia fulgida 'Goldsturm' | Black-eyed Susan | 8" | Cont. | Full, well rooted plant, evenly shaped | 18" |
| LAWN | | | | | | | |
| 913 | | Lawn Establishment Area / Grading Area | | | SY | Reinder's Deluxe 50 Seed Mix (800-785-1301) | |
| 9380 | | Erosion Matting for sloped seeded areas | see plan for area delineation | | SF | EroTex D575 Erosion Control Blanket (or approved equal) | |
| Hardscape Materials | | | | | | | |
| 12 | | Outcropping Stone Pieces | Stacked per plan | 8" x 30" x 36-42" w | EA | | |
| 0.3 | | Heritage River Gravel Mulch (1.0-1.5" pieces) | Area: 25 SF | | TN | 2" depth | |
| 55 | | Aluminum Edge Restraint (at gravel areas) | Permaloc ProSlide 3/16" x 5" Black Duralux Finish | | LF | | |
| 25 | | Landscape Fabric (at gravel areas) | SF | | SF | | |
| 42 | | Shredded Hardwood Mulch (3" depth) | Area: 3,620 SF | | CY | Bark Mulch; apply Preemergent after installation of mulch | |
| 22 | | Soil Amendments (2" depth) | Area: 3,620 SF | | CY | | |
| 29 | | Pulverized Topsoil (Lawn Area) | Area: 9,380 SF | | CY | | |
| 22 | | Pulverized Topsoil (2" over bed areas) | Area: 3,620 SF | | CY | | |

*Landscape counts & quantities are provided as a service to the Landscape Contractor. Landscape Contractor is responsible for verifying these counts & quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan including the graphics and notations depicted therein shall govern.

Seed Compositions:
Reinder's Deluxe 50 Seed Mix (800-785-1301):
20% Kentucky Bluegrass (Sod Quality) 15% Quebec Perennial Ryegrass
15% Newport Kentucky Bluegrass 10% Firsta III Perennial Ryegrass
15% Ken Blue Kentucky Bluegrass
25% Creeping Red Fescue
Seed at rate of 150-200# per acre



NORTH AVENUE (ILLINOIS ROUTE 64)

EXHIBIT C

COUNTY FARM ROAD

PLANT & MATERIAL SCHEDULE

OVERALL LANDSCAPE PLAN
Scale: 1" = 16'0"

MRV
ARCHITECTS, INC.

5105 TOLL VIEW DR., SUITE 197
ROLLING MEADOWS, IL 60008
TEL: 224-318-2140
MRV ARCHITECTS, INC. 2018

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RECEIVED
OCT 30 2018
COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

| REV | DATE | DESCRIPTION |
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SHEET NAME
OVERALL LANDSCAPE PLAN
SHEET NUMBER
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Joint
Utility
Locating
Information for
Excavators

Call 48 hours before you dig
(Excluding Sat., Sun. & Holidays)

SHADE TREES (DECIDUOUS)

- SHL Skyline Honeylocust
- AGM Autumn Gold Maidenhair
- SWO Swamp White Oak

ORNAMENTAL TREES (DECIDUOUS)

- JTL Ivory Silk Japanese Tree Lilac
- JTL-ss Ivory Silk Japanese Tree Lilac (single stem)

EVERGREEN TREES

- HCJ Hetzi Columnar Juniper (upright)

EVERGREEN SHRUBS

- GVB Green Velvet Boxwood
- BuJ Buffalo Juniper

DECIDUOUS SHRUBS

- BRC Brilliant Red Chokeberry
- PPSR Pink Pavement Series Rose
- LPS Little Princess Spirea
- GFS Goldflame Spirea
- NFS Neon Flash Spirea
- MKL Miss Kim Dwarf Lilac
- WRW Wine & Roses Compact Wiegela

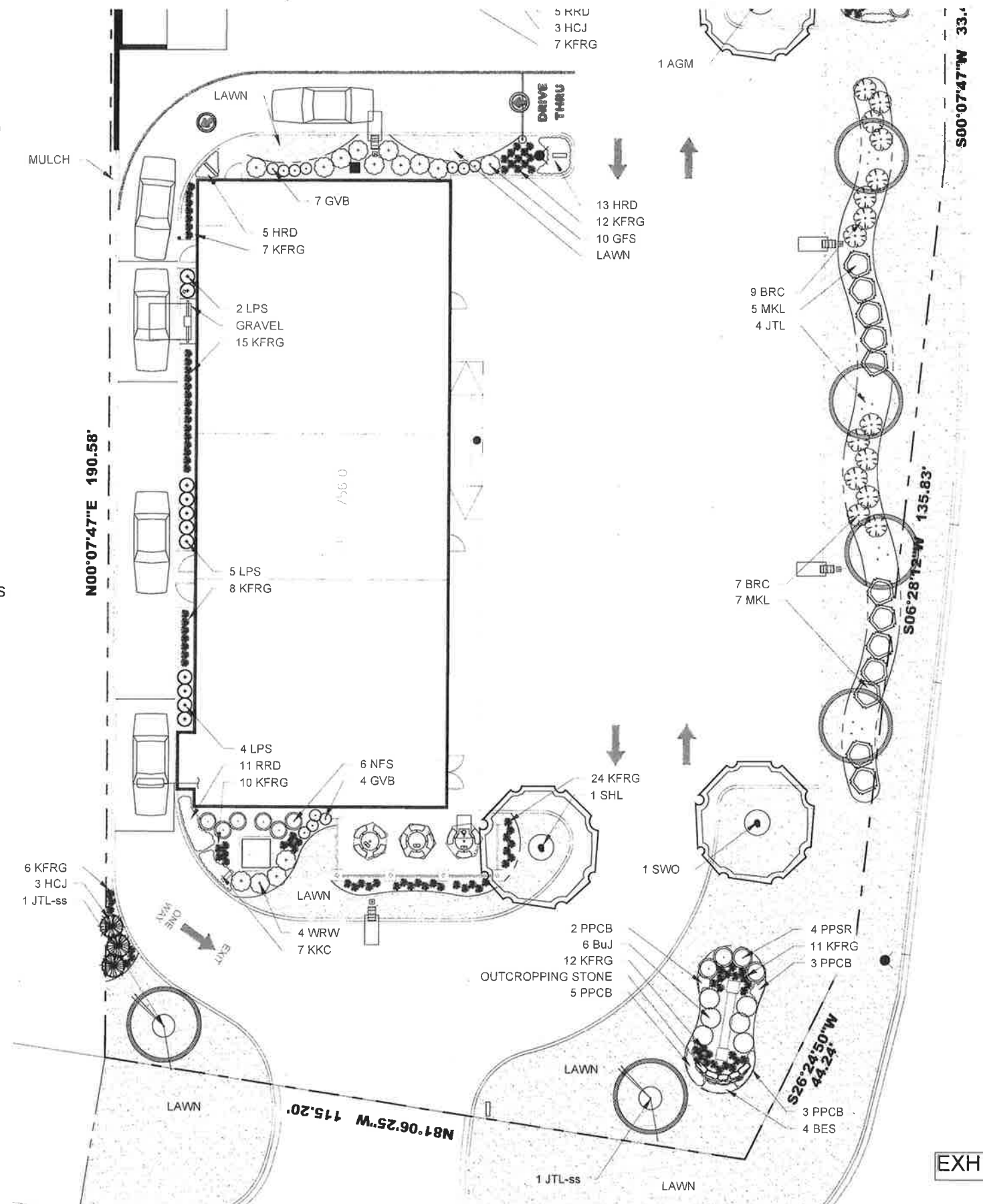
ORNAMENTAL GRASSES

- KFRG Karl Foerster Feather Reed Grass

HERBACEOUS PERENNIALS

- HRD Happy Returns Daylilly
- RRD Rosy Returns Daylilly
- PPCB Palace Purple Coralbells
- KKC Dwarf Catmint
- BES Black-eyed Susan

PLANT ABBREVIATIONS



MRV

ARCHITECTS, INC.

5105 TOLLVIEW DR., SUITE 197
ROLLING MEADOWS, IL 60018
TEL: 224-318-2140

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DEPT

COUNTY FARM ROAD

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

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DATE: 09-03-2019
PROJECT NUMBER: 19028
DRAWN BY: FCA
CHECKED BY: MDH

EXHIBIT D

ENLARGED
LANDSCAPE PLAN

L 1.1

**HELLER &
ASSOCIATES, LLC**
LANDSCAPE ARCHITECTURE

P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.839.9733
david@wdavidheller.com
www.wdavidheller.com



ENLARGED LANDSCAPE PLAN
Scale: 1" = 10'0"

RECEIVED
OCT 30 2019
COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

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| DATE | 09-03-2019 |
| PROJECT NUMBER | 19038 |
| DRAWN BY | JCA |
| CHECKED BY | MMH |

LANDSCAPE
DETAILS, & NOTES

SHEET NUMBER

L 1.2

- Contractor responsible for contacting JULIE - Utility Locators (811 or 800-892-0123) to have site marked prior to excavation or planting.
- Contractor to verify all plant quantities shown on Plant & Material List and landscape planting symbols and report any discrepancies to Landscape Architect or General Contractor.
- All plantings shall comply with standards as described in American Standard of Nursery Stock - Z60.1 ANSI (latest version). Landscape Architect reserves the right to inspect, and potentially reject any plants that are inferior, compromised, undersized, diseased, improperly transported, installed incorrectly or damaged. No sub-standard "B Grade" or "Park Grade" plant material shall be accepted. Plant material shall originate from nursery(ies) with a similar climate as the planting site.
- Any potential plant substitutions must be approved by Landscape Architect or Owner. All plants must be installed as per sizes indicated on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to sizes shown on plan must be submitted in writing to the Landscape Architect prior to installation.
- Topsail in Parking Lot Islands (if applicable): All parking lot islands to be backfilled with topsail to a minimum depth of 18" to insure long-term plant health. Topsail should be placed within 3" of finish grade by General Contractor / Excavation Contractor during rough grading operations/activity. The landscape contractor shall be responsible for the fine grading of all disturbed areas, planting bed areas, and lawn areas. Crown all parking lot islands a minimum of 6" to provide proper drainage, unless otherwise specified.

6. Tree Planting: Plant all trees slightly higher than finished grade at the root flare. Remove excess soil from the top of the root ball, if needed. Remove and discard non-biodegradable ball wrapping and support wire. Removed biodegradable burlap and wire cage (if present) from the top 1/3 of the rootball and carefully bend remaining wire down to the bottom of the hole. Once the tree has been placed into the hole and will no longer be moved, score the remaining 2/3 of the burlap and remove the twine. Provide three slow release fertilizer for each tree planted.

7. Tree Planting: Backfill tree planting holes 80% existing soils removed from excavation and 20% plant starter mix. Avoid air pockets and do not tamp soil down. Discard any gravel, rocks, heavy clay, or concrete pieces. When hole is 3/4 full, trees shall be watered thoroughly, and water left to soak in before proceeding to fill the remainder of the hole. Water again to full soil in the new planting. Each tree shall receive a 3" deep, 4-5' diameter (see planting details for planting plan) shredded hardwood bark mulch ring around all trees planted in lawn areas. Do not build up any mulch onto the trunk of any tree. Trees that are installed incorrectly will be replaced at the time and expense of the Landscape Contractor.

8. Shrub Planting: All shrubs to be planted in groupings as indicated on the Landscape Plan. Install with the planting of shrubs a 50% mix of plant starter with topsail. Install topsail into all plant beds as needed to achieve proper grade and displace undesirable soil (see planting detail). Remove all excessive gravel, clay and stones from plant beds prior to planting. When hole(s) are 3/4 full, shrubs shall be watered thoroughly, and water left to soak in before proceeding. Provide slow-release fertilizer packets at the rate of 1 per 24" height/diameter of shrub at planting.

9. Mulching: All tree and shrub planting beds to receive a 3" deep layer of high quality shredded hardwood bark mulch (not pigment dyed or enviro-mulch). All perennial planting areas (groupings) shall receive a 2" layer of shredded hardwood bark mulch, and groundcover areas a 1-2" layer of the same mulch. Do not mulch annual flower beds (if applicable). Do not allow mulch to contact plant stems and tree trunks.

10. Edging: All planting beds shall be edged with a 4" deep spade edge using a flat landscape spade or a mechanical edger. Bedlines are to be cut crisp, smooth as per plan. A clean definition between landscape beds and lawn is required. Pack mulch against lawn edge to hold in place.

11. Plant bed preparation: All perennial, groundcover and annual areas (if applicable) are required to receive a blend of organic soil (Soil Amendments) amendments prior to installation. Roto-till the following materials at the following ratio, into existing soil beds or installed topsail beds to a depth of approximately 8"-10"

- Per 100 SF of bed area:
- 3/4 CY Peat Moss or Mushroom Compost
- 3/4 CY blended/pulverized Topsoil
- 2 pounds starter fertilizer
- 1/2 CY composted manure

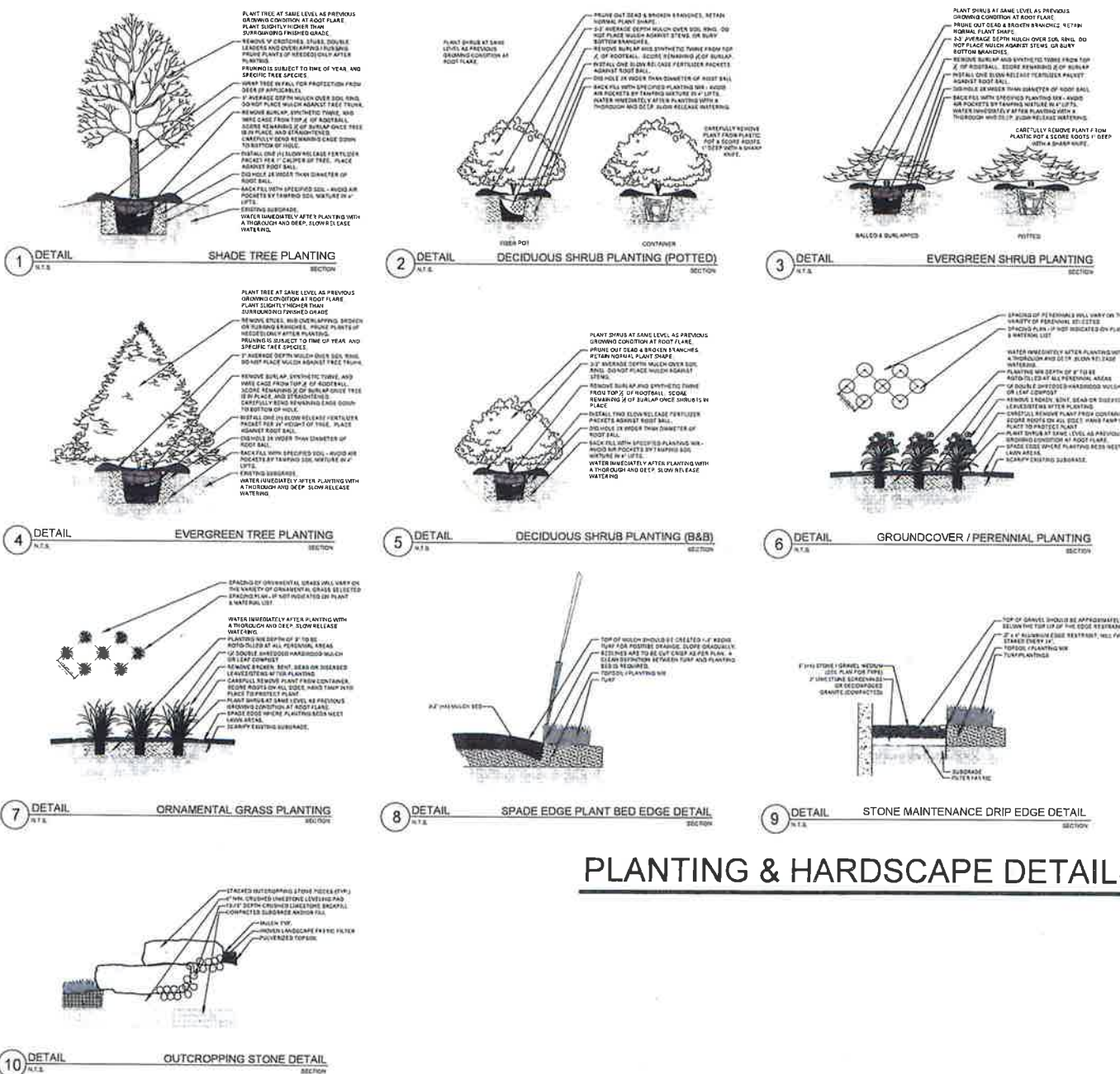
12. Installation preparation for all seeded areas: remove/kill off any existing unwanted vegetation prior to seeding. Prepare the topsail (if adequate or provide as in item #6 above) and seed bed by removing all surface stones 1" or larger. Apply a starter fertilizer and specified seed uniformly at the specified rate, and provide mulch covering suitable to germinate and establish turf. Provide seed and fertilizer specifications to Landscape Architect and Owner prior to installation. Erosion control measures are to be used in swales and on slopes in excess of 1:3 and where applicable (see Civil Engineering Drawings). Methods of installation may vary at the discretion of the Landscape Contractor on his/her responsibility to establish and guarantee a smooth, uniform, quality turf. A minimum of 2" of blended, prepared and non-compacted topsail is required for all lawn areas. If straw mulch is used as a mulch covering, a tackifier may be necessary to avoid wind dispersal of mulch covering. Marsh hay containing reed canary grass is NOT acceptable as a mulch covering.

An acceptable quality seed installation is defined as having:
No bare spots larger than one (1) square foot
No more than 10% of the total area with bare areas larger than one (1) square foot
A uniform coverage through all turf areas

13. Warranty and Replacements: All plantings are to be watered thoroughly at the time of planting, through construction and upon completion of project as required. Trees, Evergreens, and Shrubs (deciduous and evergreen) shall be guaranteed (100% replacement) for a minimum of one (1) year from the date of project completion. Perennials, groundcovers, and ornamental grasses shall be guaranteed for a minimum of one (1) growing season. Perennials, groundcovers, and ornamental grasses planted after September 15th shall be guaranteed through May 31st of the following year. Only one replacement per plant will be required during the warranty period, except for losses or replacements due to failure to comply with specified requirements. Watering and general ongoing maintenance instructions are to be supplied by the Landscape Contractor to the Owner upon completion of the project.

14. The Landscape Contractor is responsible for the watering and maintenance of all landscape areas for a period of 45 days after the substantial completion of the landscape installation. This shall include all trees, shrubs, evergreens, perennials, ornamental grasses, turf grass, no-mow grass, and native prairie seed mix / stormwater seed mix. Work also includes weeding, edging, mulching (only if required), fertilizing, trimming, sweeping up grass clippings, pruning and deadheading.

15. Project Completion: Landscape Contractor is responsible to conduct a final review of the project, upon completion, with the Landscape Architect, Client or Owner / Client Representative, and the General Contractor to answer questions, provide written care instructions for new plantings and turf, and insure that all specifications have been met.



LANDSCAPE GENERAL NOTES

EXHIBIT E

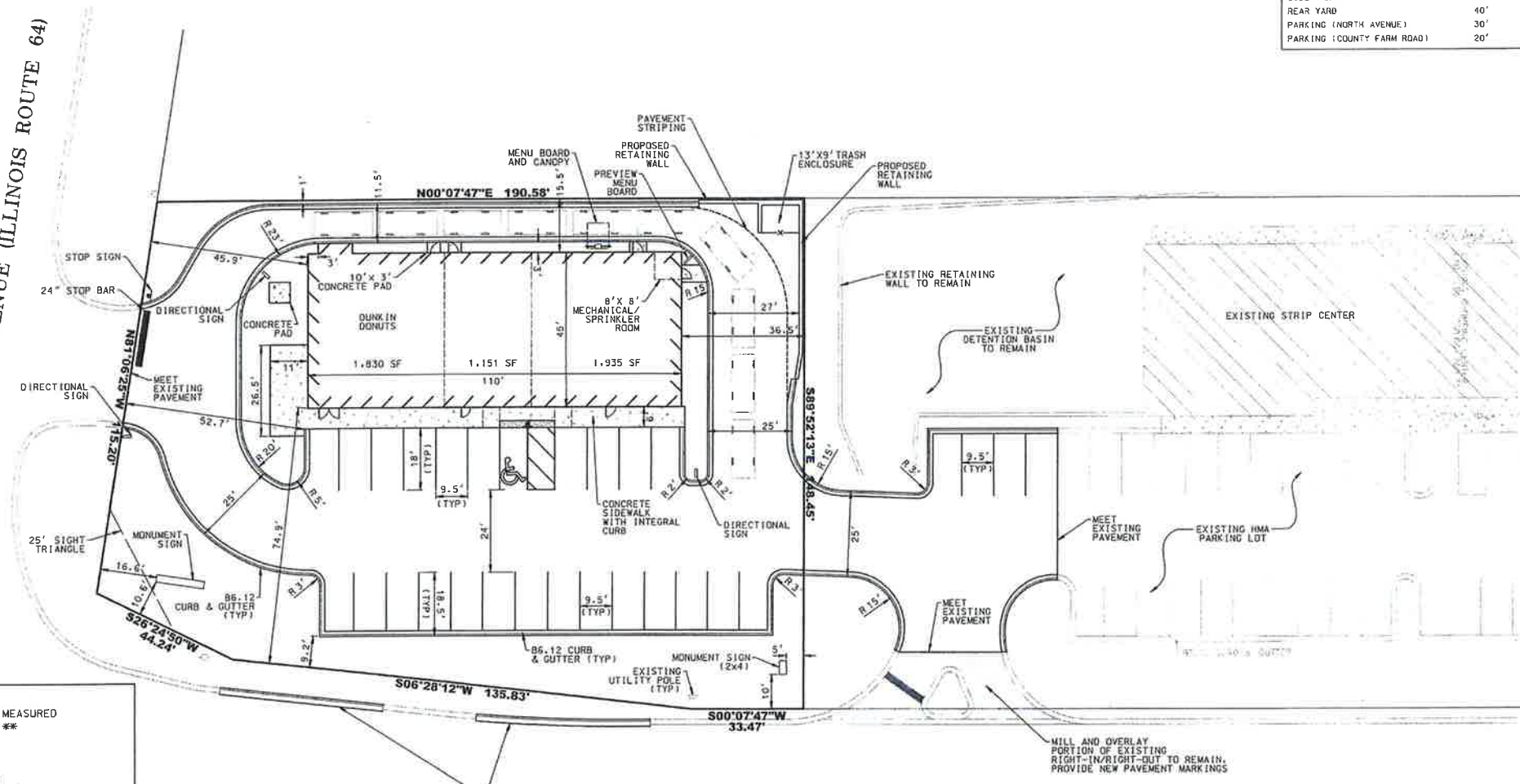
RECEIVED
 OCT 30 2019
 COMMUNITY DEVELOPMENT
 DEPT

SCALE 1" = 20'

| ZONING INFORMATION TABLE | | |
|-------------------------------|----------------------|----------|
| SETBACK | REQUIRED (B3 ZONING) | PROVIDED |
| FRONT YARD (NORTH AVENUE) | 100' | 45.5' |
| FRONT YARD (COUNTY FARM ROAD) | 100' | 74.5' |
| SIDE YARD | 0' | 15.5' |
| REAR YARD | 40' | 36.5' |
| PARKING (NORTH AVENUE) | 30' | 52.7' |
| PARKING (COUNTY FARM ROAD) | 20' | 9.2' |

| SITE DATA TABLE | |
|----------------------------|--|
| CORNER LOT AREA: | 0.641 AC |
| PARKING SPACES: | 24 STANDARD SPACES 1 ACCESSIBLE SPACE |
| PROPOSED DEVELOPMENT AREA: | 36,500 SF (INCLUDING STRIP CENTER) |
| EXISTING IMPERVIOUS AREA: | 23,900 SF |
| PROPOSED IMPERVIOUS AREA: | 25,015 SF |
| NET NEW IMPERVIOUS AREA: | 1,115 SF |

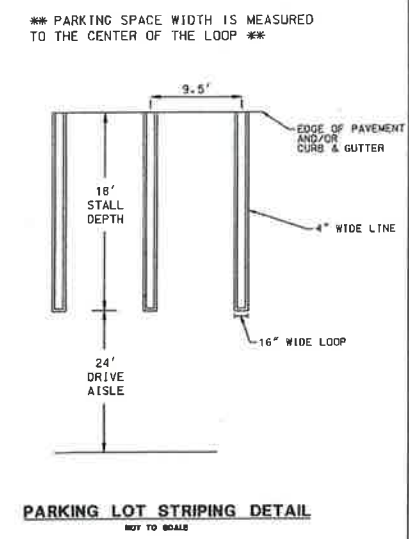
NORTH AVENUE (ILLINOIS ROUTE 64)



- SITE PLAN GENERAL NOTES
- PROPERTY BOUNDARIES SHOWN HEREON BASED ON ALTA SURVEY, PREPARED BY TKO LAND SURVEYORS, INC., DATED AUGUST 24, 2007 AND PLAT OF SURVEY, PREPARED BY MELVIN HUMMEL, DATED JUNE 13, 1983. VERIFICATION OF THE PROPERTY BOUNDARIES WAS NOT COMPLETED BY MACKIE CONSULTANTS, LLC.
 - EXISTING FEATURES OF STRIP CENTER DEVELOPMENT SHOWN HEREON BASED ON PROPOSED ENGINEERING PLANS, PREPARED BY NORMAN J. TOBERMAN & ASSOCIATES, DATED APRIL 26, 1999. A DETAILED TOPOGRAPHIC SURVEY OF THE EXISTING IMPROVEMENTS WAS NOT COMPLETED BY MACKIE CONSULTANTS, LLC.
 - ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
 - ALL RADII ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
 - ALL ON-SITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
 - ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 AND SHALL BE DEPRESSED CURB WHERE SIDEWALK MEETS A STREET, UNLESS OTHERWISE INDICATED.
 - ALL CURB ISLANDS TO HAVE 1-FOOT MINIMUM RADIUS ON CORNERS, UNLESS OTHERWISE SHOWN.

LEGEND

| | EXISTING | PROPOSED |
|--------------------------------|----------|-------------|
| SANITARY SEWER | — | — 8" PVC — |
| FORCE MAIN | — | — 12" RCP — |
| STORM SEWER | — | — |
| UNDERDRAIN | — | — |
| MANHOLE | ⊙ | ⊙ |
| CATCH BASIN | ⊙ | ⊙ |
| INLET | ⊙ | ⊙ |
| CLEANOUT | ⊙ | ⊙ |
| WATER MAIN | — | — |
| VALVE VAULT | ⊙ | ⊙ |
| VALVE BOX | ⊙ | ⊙ |
| FIRE HYDRANT | ⊙ | ⊙ |
| FLARED END SECTION | — | — |
| COMBINED SEWER | — | — |
| STREET LIGHT/PARKING LOT LIGHT | ⊙ | ⊙ |
| POWER POLE | ⊙ | ⊙ |
| STREET SIGN | ⊙ | ⊙ |
| FENCE | — | — |
| GAS MAIN | — | — |
| OVERHEAD LINE | — | — |
| TELEPHONE LINE | — | — |
| ELECTRIC LINE | — | — |
| CABLE TV LINE | — | — |
| HIGH WATER LEVEL | — | — |
| NORMAL WATER LEVEL | — | — |
| CONTOUR LINE | — | — |
| TOP OF CURB ELEVATION | ⊙ | ⊙ |
| TOP OF DEPRESSED CURB | ⊙ | ⊙ |
| PAVEMENT ELEVATION | ⊙ | ⊙ |
| SPOT ELEVATION | ⊙ | ⊙ |
| FINISHED FLOOR ELEVATION | ⊙ | ⊙ |
| TOP OF FOUNDATION | ⊙ | ⊙ |
| GRADE AT FOUNDATION | ⊙ | ⊙ |
| HIGH OR LOW POINT | ⊙ | ⊙ |
| OVERLAND FLOOD ROUTE | — | — |
| PAVEMENT FLOW DIRECTION | — | — |
| SWALE FLOW DIRECTION | — | — |
| DEPRESSED CURB AND GUTTER | — | — |
| REVERSE CURB AND GUTTER | — | — |



COUNTY FARM ROAD

EXHIBIT F



Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847)696-1400
 www.mackieconsult.com

CLIENT:
JMP RE HOLDINGS, LLC
 258 COUNTY FARM ROAD
 WEST CHICAGO, IL 60185

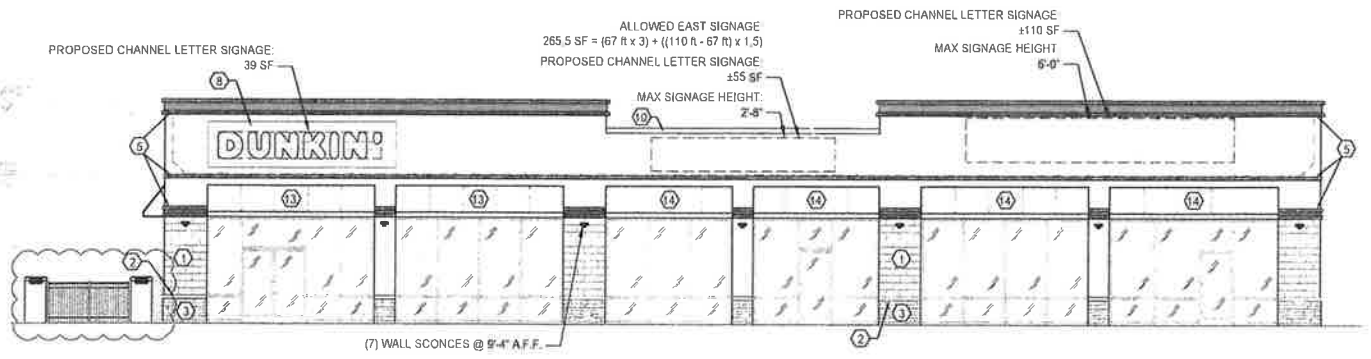
| DATE | DESCRIPTION OF REVISION | BY | SCALE |
|------------|---|-----|----------------|
| 10/03/2019 | REVISED PER VILLAGE COMMENTS | EGA | DESIGNED BRM |
| 9/04/2019 | REVISED PER VILLAGE, CLIENT COMMENTS | AJ | DRAWN MRD |
| 8/6/2019 | REVISED PER VILLAGE, DUPAGE COUNTY DOT COMMENTS | EGA | APPROVED BRM |
| 5/29/2019 | REVISED PER CLIENT COMMENTS | AJ | DATE 3/27/2019 |
| 5/9/2019 | REVISED PER CLIENT COMMENTS | BRM | DATE 3/27/2019 |
| 4/9/2019 | REVISED PER VILLAGE, CLIENT COMMENTS | BRM | DATE 3/27/2019 |
| | | | SCALE 1" = 20' |

**PRELIMINARY SITE PLAN
 COMMERCIAL DEVELOPMENT
 UNINCORPORATED DUPAGE COUNTY, ILLINOIS**

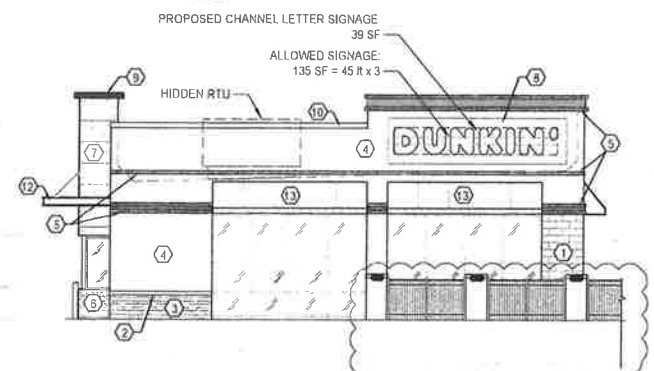
SHEET
1 OF 3
 PROJECT NUMBER: 3655
 © MACKIE CONSULTANTS LLC, 2019
 ILLINOIS FIRM LICENSE 184-002694

SITE PLAN LEGEND

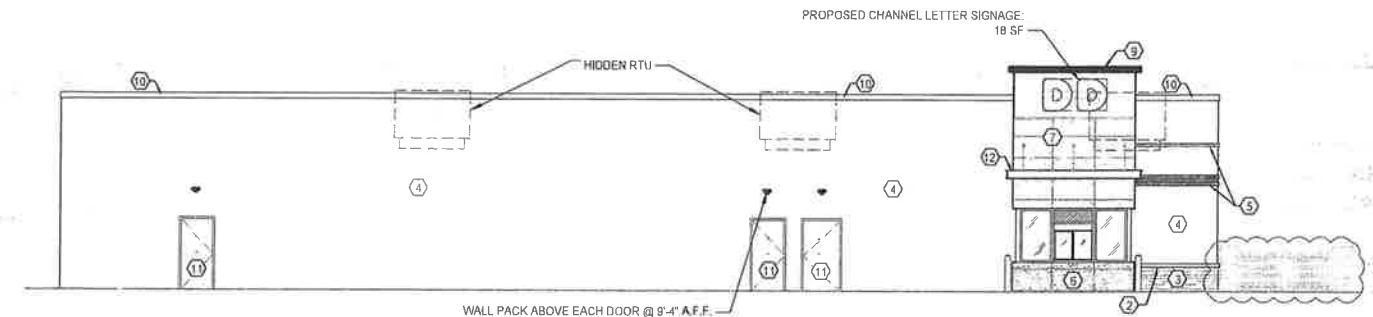
- THRU-WALL BASE BRICK
MFR: INTERSTATE BRICK
DIMENSION: 7'5 1/8" H x 7'5 1/8" D x 15'5 1/8" L
COLOR: "CANYON ROSE"
- CAST STONE BASE SILL
MFR: MIDCON PRODUCTS
FINISH: SMOOTH
COLOR: "GRAY"
- STONE VENEER
MFR: ESTONWORKS
TYPE: STANDARD LEDGE
COLOR: "CONESTOGA"
- THRU-WALL FIELD BRICK
TYPE: BEVEL
MFR: INTERSTATE BRICK
DIMENSION: 3'5 1/8" H x 3'5 1/8" D x 7'5 1/8" L
COLOR: "TERRA COTTA"
- EIFS BAND
FINISH: FINESSE
COLOR: MATCH TO CAST STONE BASE SILL
- D/T BASE FIBER CEMENT PANEL
TYPE: CHARCOAL FINISH
MFR: JAMES HARDIE
COLOR: "IRON GRAY"
SURFACE: REVEAL PANEL
DIMENSION: 48" X 96" PANELS
- D/T FIELD FIBER CEMENT PANEL
TYPE: CONCRETE FINISH
MFR: JAMES HARDIE
COLOR: "PEARL GRAY"
SURFACE: REVEAL PANEL
DIMENSION: 48" X 96" PANELS
- DUNKIN' FIBER CEMENT PANEL
TYPE: OFF-WHITE FINISH LARGE FORMAT PANEL
MFR: JAMES HARDIE
COLOR: "ARTIC WHITE"
DIMENSION: 48" X 96" PANELS
- PAINTED COAT
TYPE: CHARCOAL FINISH
MFR: MATTHEWS PAINT
COLOR: "MP10259 DARK SLATE FINISH LVS SATIN V2.0"
- EXTERIOR METAL TRIM-PARAPET CAP
FIELD BREAK
COLOR: MATCH TO EIFS BAND
- EXTERIOR INSULATED HOLLOW METAL DOORS AND FRAMES
COLOR: PAINT TO MATCH ADJACENT BASE BRICK COLOR
- CANOPY ALUMINUM TENSION RODS & TURN BUCKLES
MFR: EQUAL TO DD CANOPY
SIZE: MIN 3/4" DEEP
COLOR: DD ORANGE FINISH; #5059990
SEALANT: MATCH TO COLOR OF STOREFRONT
- CANVAS AWNING
COLOR: DD ORANGE FINISH; #5059990
- CANVAS AWNING
COLOR: G.C TO VERIFY BLACK CANVAS WITH ARCHITECT



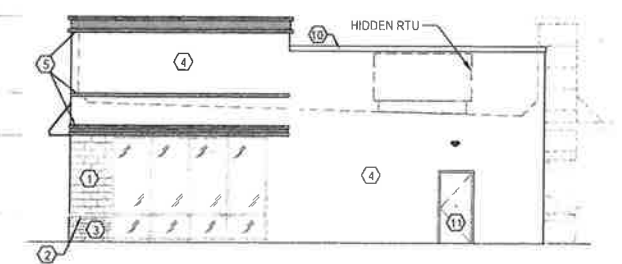
EAST ELEVATION



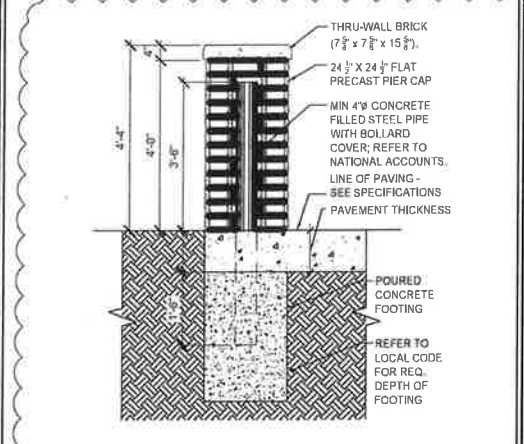
SOUTH ELEVATION



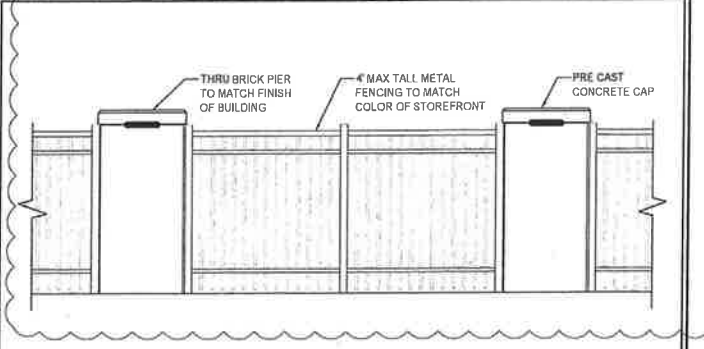
WEST ELEVATION



NORTH ELEVATION



5 BRICK PIER W/ BOLLARD DETAIL



6 BRICK PIER AND FENCING ELEVATION

MRV
ARCHITECTS, INC.

RECEIVED
OCT 30 2019
COMMUNITY DEVELOPMENT
DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

| REV | DATE | DESCRIPTION |
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ISSUE DATE: 8-2-2019
PROJECT NUMBER: 19036
DRAWN BY: L. VALEZ
CHECKED BY: M. VALEZ
SCALE:

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
ELEV

EXHIBIT G



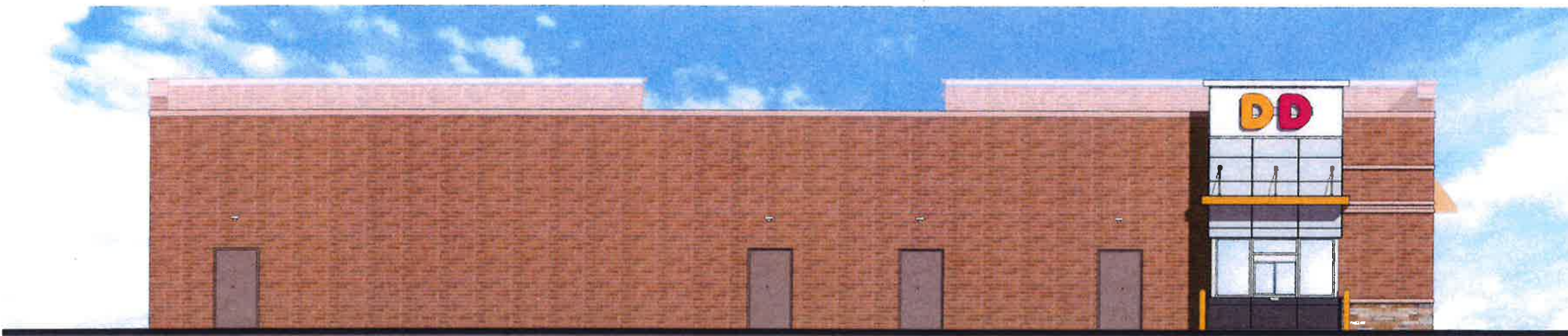
1 EAST ELEVATION
ELEV SCALE: 3/32" = 1'-0"



2 SOUTH ELEVATION
ELEV SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION
ELEV SCALE: 3/32" = 1'-0"



4 WEST ELEVATION
ELEV SCALE: 3/32" = 1'-0"

EXHIBIT H

MRV

ARCHITECTS, INC.



5104 TOLLVIEW DR., SUITE 107
ROLLING MEADOWS, IL 60008

TEL: 724-318-2140

MRV ARCHITECTS, INC. 2018

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RECEIVED
OCT 30 2019
COMMUNITY DEVELOPMENT
DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

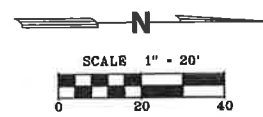
| REV | DATE | DESCRIPTION |
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DATE: 10/23/19
PROJECT NUMBER: 1908
DRAWN BY: E. VALDES
CHECKED BY: M. WALKER

BY: [Signature]

SHEET NAME
EXTERIOR RENDERINGS

SHEET NUMBER
CE1.0

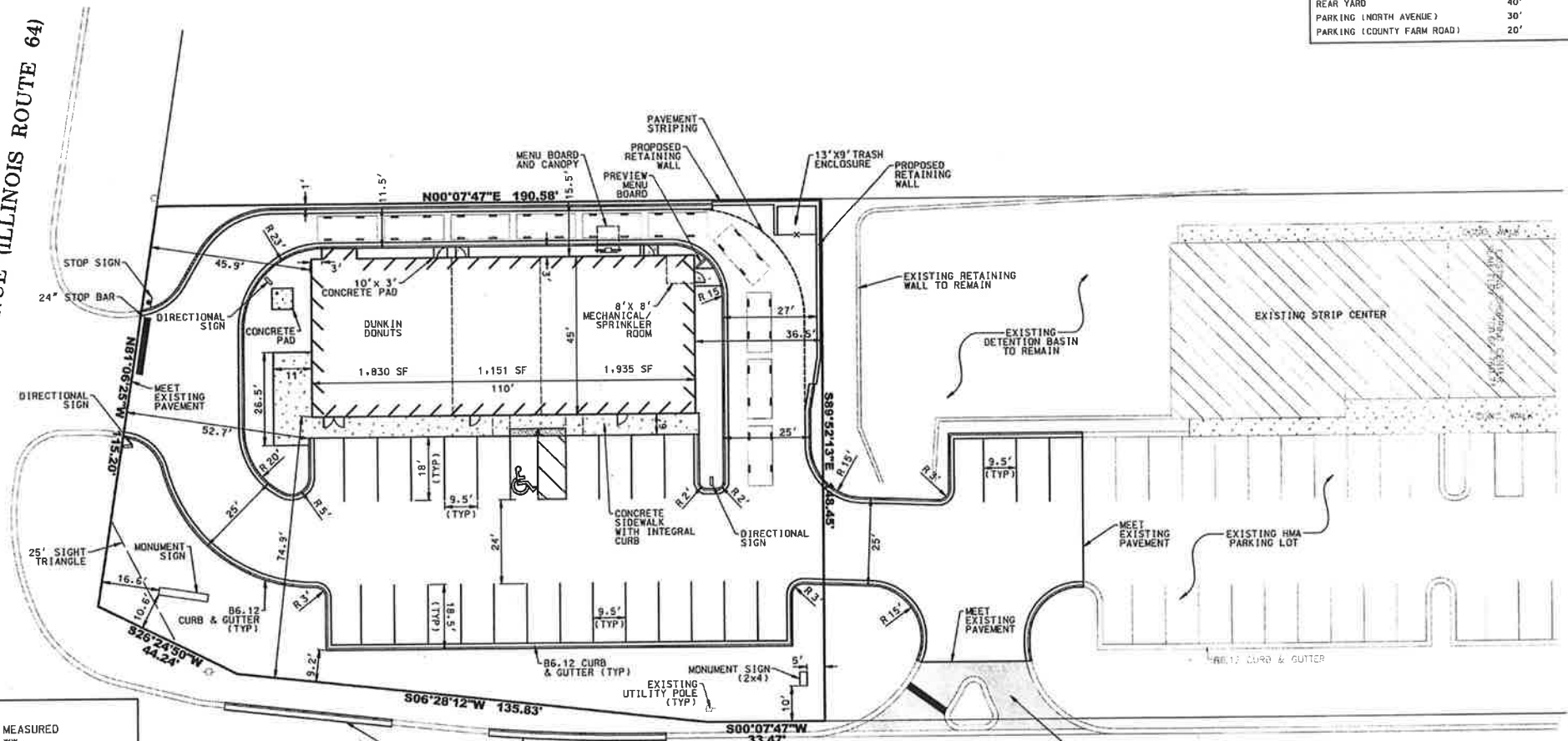


| ZONING INFORMATION TABLE | | |
|-------------------------------|----------------------|----------|
| SETBACK | REQUIRED (B3 ZONING) | PROVIDED |
| FRONT YARD (NORTH AVENUE) | 100' | 45.9' |
| FRONT YARD (COUNTY FARM ROAD) | 100' | 74.9' |
| SIDE YARD | 0' | 15.5' |
| REAR YARD | 40' | 36.5' |
| PARKING (NORTH AVENUE) | 30' | 52.7' |
| PARKING (COUNTY FARM ROAD) | 20' | 9.2' |

| SITE DATA TABLE | |
|--|--|
| CORNER LOT AREA: | 0.641 AC |
| PARKING SPACES: | 24 STANDARD SPACES 1 ACCESSIBLE SPACE |
| PROPOSED DEVELOPMENT AREA: (INCLUDING STRIP CENTER) | 36,500 SF |
| EXISTING IMPERVIOUS AREA: | 23,900 SF |
| PROPOSED IMPERVIOUS AREA: | 25,015 SF |
| NET NEW IMPERVIOUS AREA: | 1,115 SF |

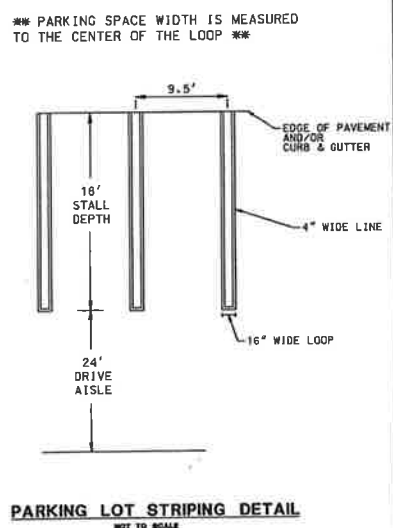
- SITE PLAN GENERAL NOTES**
- PROPERTY BOUNDARIES SHOWN HEREON BASED ON ALTA SURVEY, PREPARED BY TKO LAND SURVEYORS, INC., DATED AUGUST 24, 2007 AND PLAT OF SURVEY, PREPARED BY MELVIN HUMMEL, DATED JUNE 13, 1993. VERIFICATION OF THE PROPERTY BOUNDARIES WAS NOT COMPLETED BY MACKIE CONSULTANTS, LLC.
 - EXISTING FEATURES OF STRIP CENTER DEVELOPMENT SHOWN HEREON BASED ON PROPOSED ENGINEERING PLANS, PREPARED BY NORMAN J. TODESMAN & ASSOCIATES, DATED APRIL 26, 1999. A DETAILED TOPOGRAPHIC SURVEY OF THE EXISTING IMPROVEMENTS WAS NOT COMPLETED BY MACKIE CONSULTANTS, LLC.
 - ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
 - ALL RADII ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
 - ALL ON-SITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
 - ALL PROPOSED CURB AND GUTTER SHALL BE 86.12 AND SHALL BE DEPRESSED CURB WHERE SIDEWALK MEETS A STREET, UNLESS OTHERWISE INDICATED.
 - ALL CURB ISLANDS TO HAVE 1-FOOT MINIMUM RADIUS ON CORNERS, UNLESS OTHERWISE SHOWN.

NORTH AVENUE (ILLINOIS ROUTE 64)



LEGEND

| | EXISTING | PROPOSED |
|--------------------------------|-------------|-------------|
| SANITARY SEWER | 4" PVC | 8" PVC |
| FORCE MAIN | 12" RCP | 12" RCP |
| STORM SEWER | 12" RCP | 12" RCP |
| UNDERDRAIN | | |
| MANHOLE | | |
| CATCH BASIN | | |
| INLET | | |
| CLEANOUT | | |
| WATER MAIN | | |
| VALVE VAULT | | |
| VALVE BOX | | |
| FIRE HYDRANT | | |
| FLARED END SECTION | | |
| COMBINED SEWER | | |
| STREET LIGHT/PARKING LOT LIGHT | | |
| POWER POLE | | |
| STREET SIGN | | |
| FENCE | | |
| GAS MAIN | | |
| OVERHEAD LINE | | |
| TELEPHONE LINE | | |
| ELECTRIC LINE | | |
| CABLE TV LINE | | |
| HIGH WATER LEVEL | HWL XXX | HWL XXX |
| NORMAL WATER LEVEL | NWL XXX | NWL XXX |
| CONTOUR LINE | XXX.XX | XXX.XX |
| TOP OF CURB ELEVATION | 87 XXX.XX | TC XXX.XX |
| TOP OF DEPRESSED CURB | 86 XXX.XX | TDC XXX.XX |
| PAVEMENT ELEVATION | P XXX.XX | P XXX.XX |
| SPOT ELEVATION | 77.XX | XXX.XX |
| FINISHED FLOOR ELEVATION | FF + XXX.XX | FF + XXX.XX |
| TOP OF FOUNDATION | TF + XXX.XX | TF + XXX.XX |
| GRADE AT FOUNDATION | GF + XXX.XX | GF + XXX.XX |
| HIGH OR LOW POINT | | ⊕ - ⊗ |
| OVERLAND FLOOD ROUTE | | 2-01 |
| PAVEMENT FLOW DIRECTION | | → |
| SWALE FLOW DIRECTION | | → |
| DEPRESSED CURB AND GUTTER | | → |
| REVERSE CURB AND GUTTER | | ← |



COUNTY FARM ROAD

EXHIBIT B-1



02/27/2019 4:08:03 PM 21:15:00 Engineering Project: 018-000001-Plan-01

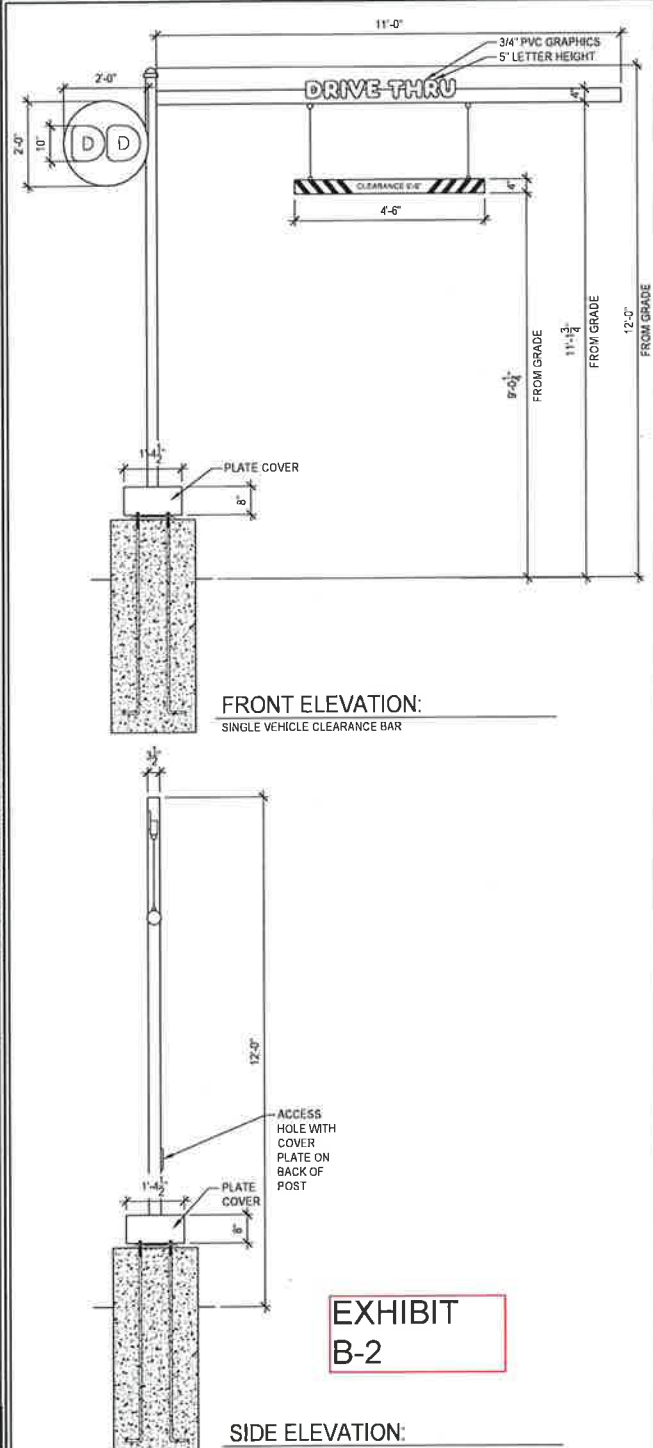
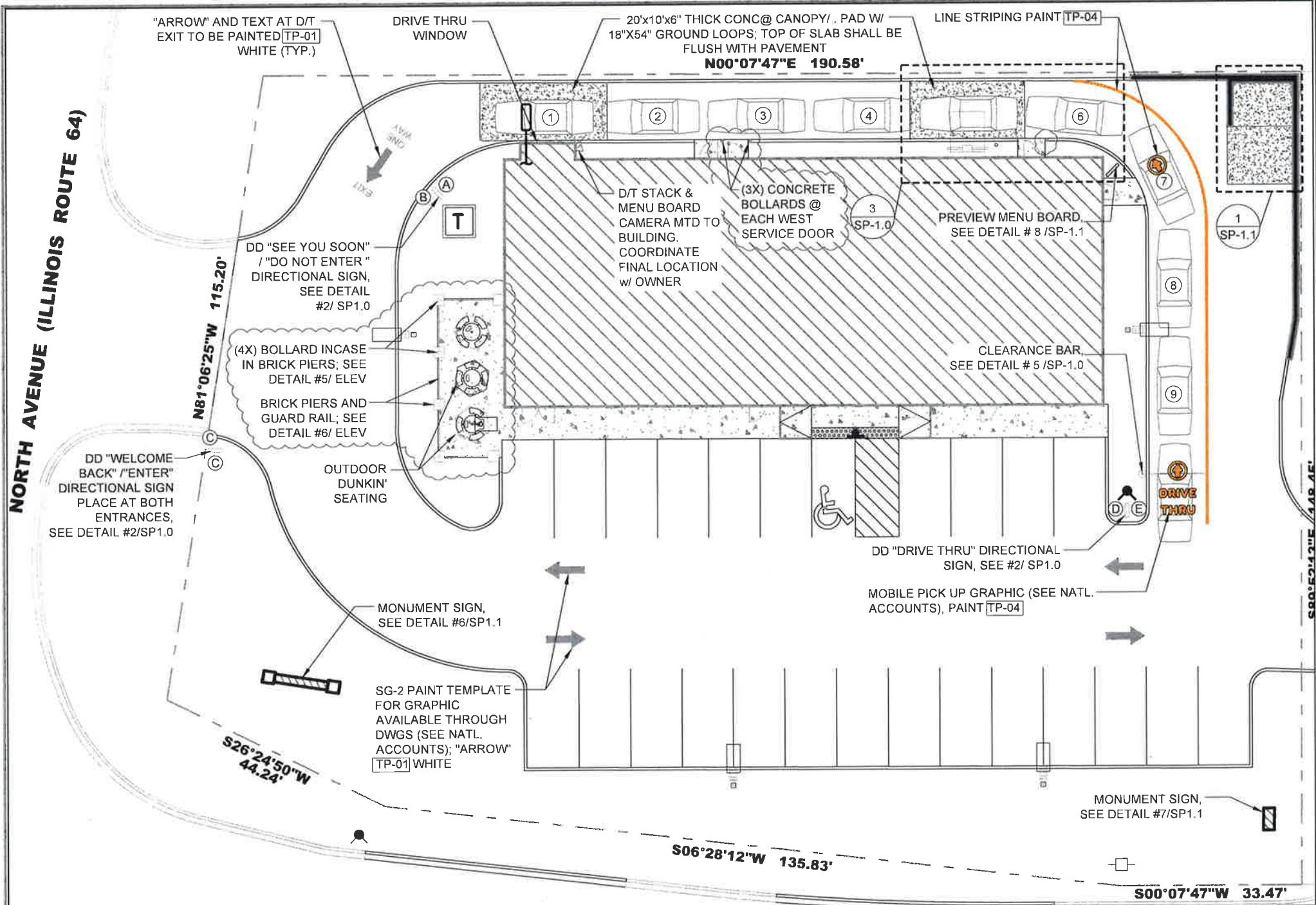
Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT: **JMP RE HOLDINGS, LLC**
258 COUNTY FARM ROAD
WEST CHICAGO, IL 60185

| DATE | DESCRIPTION OF REVISION | BY | SCALE |
|------------|---|-----|----------------|
| 10/03/2019 | REVISED PER VILLAGE COMMENTS | EGA | DESIGNED BRM |
| 9/04/2019 | REVISED PER VILLAGE, CLIENT COMMENTS | AJ | DRAWN MRD |
| 8/6/2019 | REVISED PER VILLAGE, DUPAGE COUNTY DOT COMMENTS | EGA | APPROVED BRM |
| 5/29/2019 | REVISED PER CLIENT COMMENTS | AJ | DATE 3/27/2019 |
| 5/9/2019 | REVISED PER CLIENT COMMENTS | BRM | SCALE 1" = 20' |
| 4/6/2019 | REVISED PER VILLAGE, CLIENT COMMENTS | BRM | |

**PRELIMINARY SITE PLAN
COMMERCIAL DEVELOPMENT
UNINCORPORATED DUPAGE COUNTY, ILLINOIS**

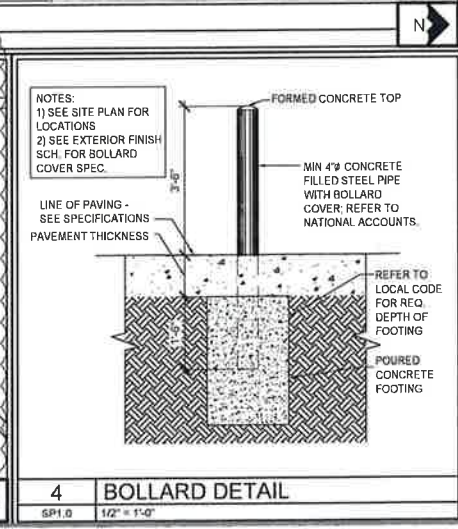
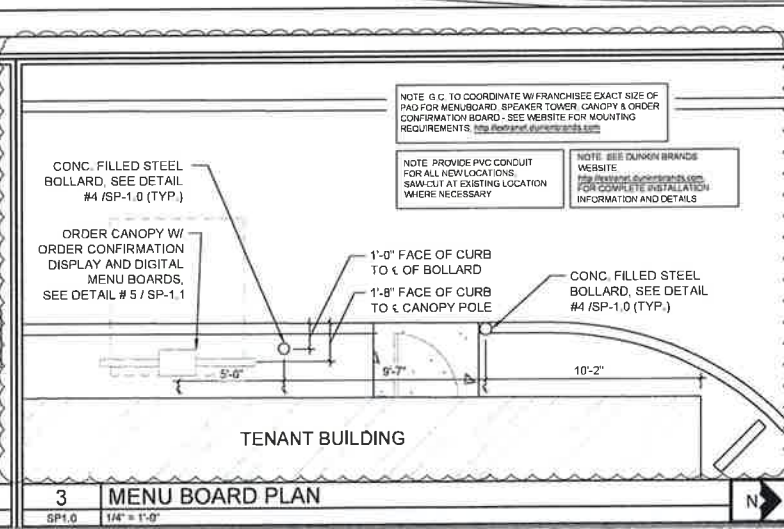
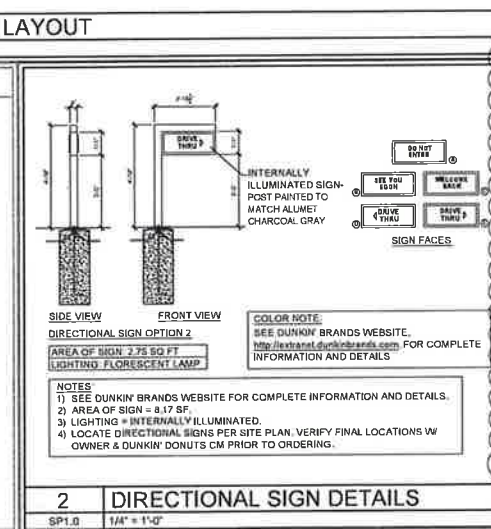
SHEET
1 OF 3
PROJECT NUMBER: 3655
© MACKIE CONSULTANTS LLC, 2019
ILLINOIS FIRM LICENSE 184-002694



1 DUNKIN' SITE PLAN LAYOUT
SP1.0 1" = 10'-0"

GENERAL NOTES

- LOOP PLACEMENT IS DEFINED IN TERMS OF WHERE THE VEHICLE ENGINE BLOCK WOULD BE OVER THE LOOP IF THE CENTER OF THE DRIVER'S SIDE WINDOW IS AT THE SERVICE POINT. THE GOAL IS TO ENSURE THERE IS ONLY ROOM FOR ONE VEHICLE BEHIND THE PREVIOUS LOOP AND THE MERGE POINT. THIS IS HOW SEQUENCING IS POSSIBLE.
- REFER TO ELECTRICAL DRAWINGS FOR FURTHER INFORMATION ON CONDUIT LOCATIONS AND QUANTITY CORRESPONDING TO EACH DRIVE-THRU SET UP OPTION.
- REFERENCE TO MASTER SCHEDULE FOR TRAFFIC STRIPING PAINT.
- REFER TO CONSTRUCTION SPECIFICATIONS ON GN-1 SHEETS FOR ADDITIONAL SITE PLAN INFO
- G.C. TO PROVIDE PVC CONDUIT FOR ALL NEW LOCATIONS, REFER TO ELECTRICAL DRAWING FOR ADDITIONAL INFORMATION ON LOOP REQUIREMENTS, SAW-CUT AT EXISTING LOCATION WHERE NECESSARY
- HOME RUN CONDUIT TO DRIVE THRU TIMER MONITOR ADJACENT TO DRIVE THRU WINDOW.



5 SINGLE VEHICLE CLEARANCE BAR DETAIL
SP1.0 1/2" = 1'-0"

DESCRIPTION:
QTY: 1 VEHICLE CLEARANCE BAR
3-1/2" SQUARE STEEL MAIN POST WITH 2" SQUARE STEEL CROSS ARM AND 1/2" PLATE STEEL MOUNTING PLATE WITH HOLE AT BOTTOM FOR POWER FEED; 1/8" x .083" ALUMINUM PLATE COVER (PAINTED); PAINTED 3/4" PVC LETTERS, MOUNTED TO CROSS ARM WITH 1" ANGLE AFFIXED TO BACKS; PAINTED 4-1/2" PVC CRASH-TUBES WITH VINYL "CLEARANCE" COPY AND REFLECTIVE VINYL STRIPING; CRASH TUBES AFFIXED TO CROSS ARM WITH REQUIRED HARDWARE AND AIRCRAFT CABLE. NOTE: CROSS-ARM EYE BOLTS TO BE REMOVABLE FOR MAINTENANCE PURPOSES; NOTE: ACCESS HOLE WITH COVER PLATE REQUIRED ON BACK OF POST, G.C. TO PROVIDE CONDUIT FOR POWER PER SITE PLANS.

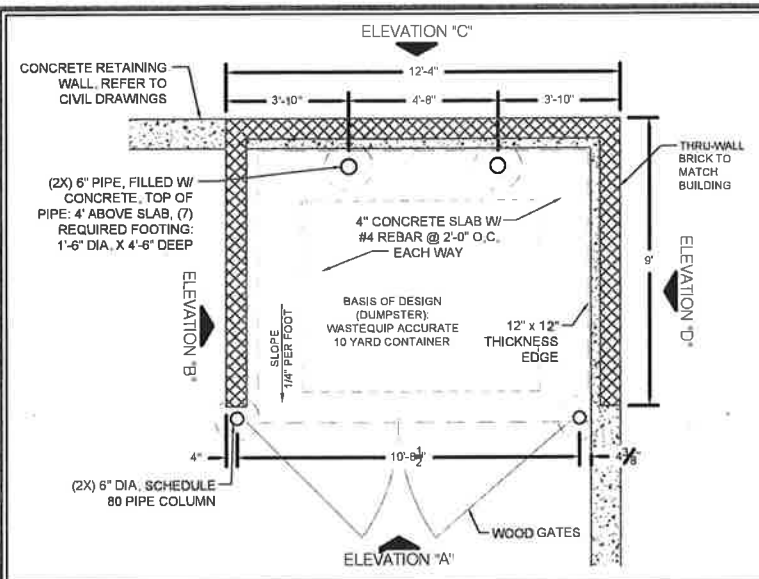
| COLORS: | CROSS ARM: | PVC GRAPHICS: |
|--|----------------------------------|----------------------------------|
| POST & PLATE: PAINTED TO MATCH ALUMET CHARCOAL | PAINTED TO MATCH ALUMET CHARCOAL | PAINTED DD ORANGE PMS #165C |
| ALUMET CHARCOAL | GRAY ALUMINUM, CRASH TUBES | MAGENTA PMS #219C; PAINTED DD |
| GRAY ALUMINUM, PLATE COVER | PAINTED DD ORANGE | VINYL GRAPHICS: WHITE REFLECTIVE |
| PAINTED TO MATCH ALUMET CHARCOAL | PMS #165C | 3M #780-10 |
| GRAY ALUMINUM | PAINTED DD MAGENTA PMS #219C; | PAINTED DD ORANGE PMS #165C |
| | | PAINTED DD MAGENTA PMS #219C; |

MRV ARCHITECTS, INC.

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

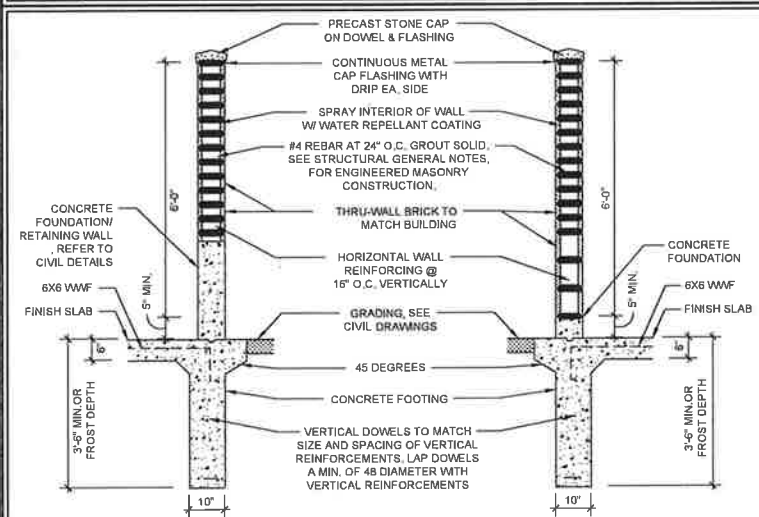
DATE: 4-4-17
PROJECT NUMBER: 1706
DRAWN BY: E. VALDES
CHECKED BY: M. VALENTA

SHEET NAME: SITE PLAN & DETAILS
SHEET NUMBER: SP1.0



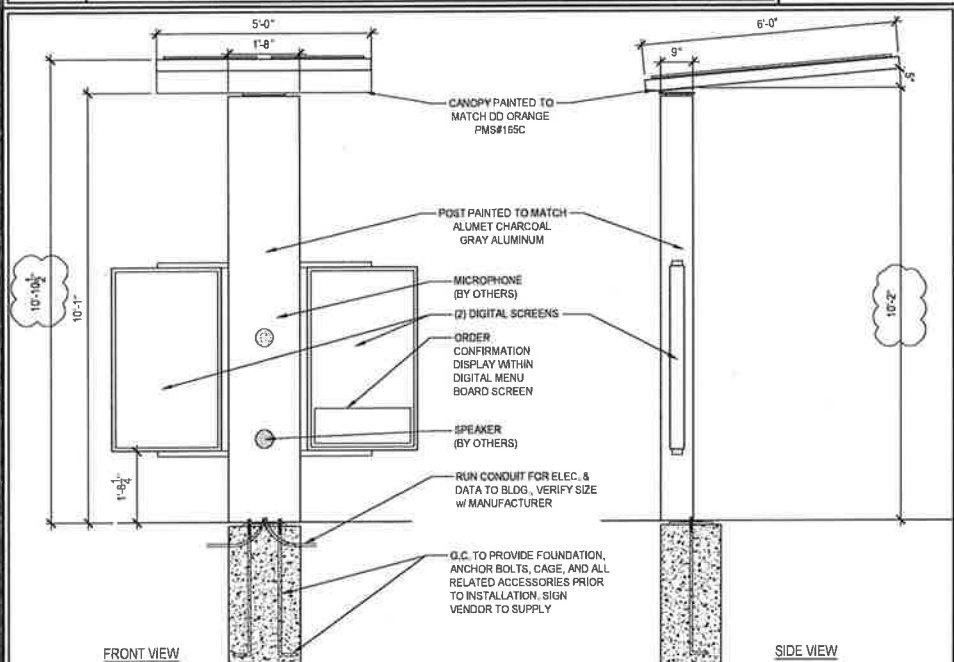
1 TRASH ENCLOSURE PLAN

SP1.1 3/8" = 1'-0"



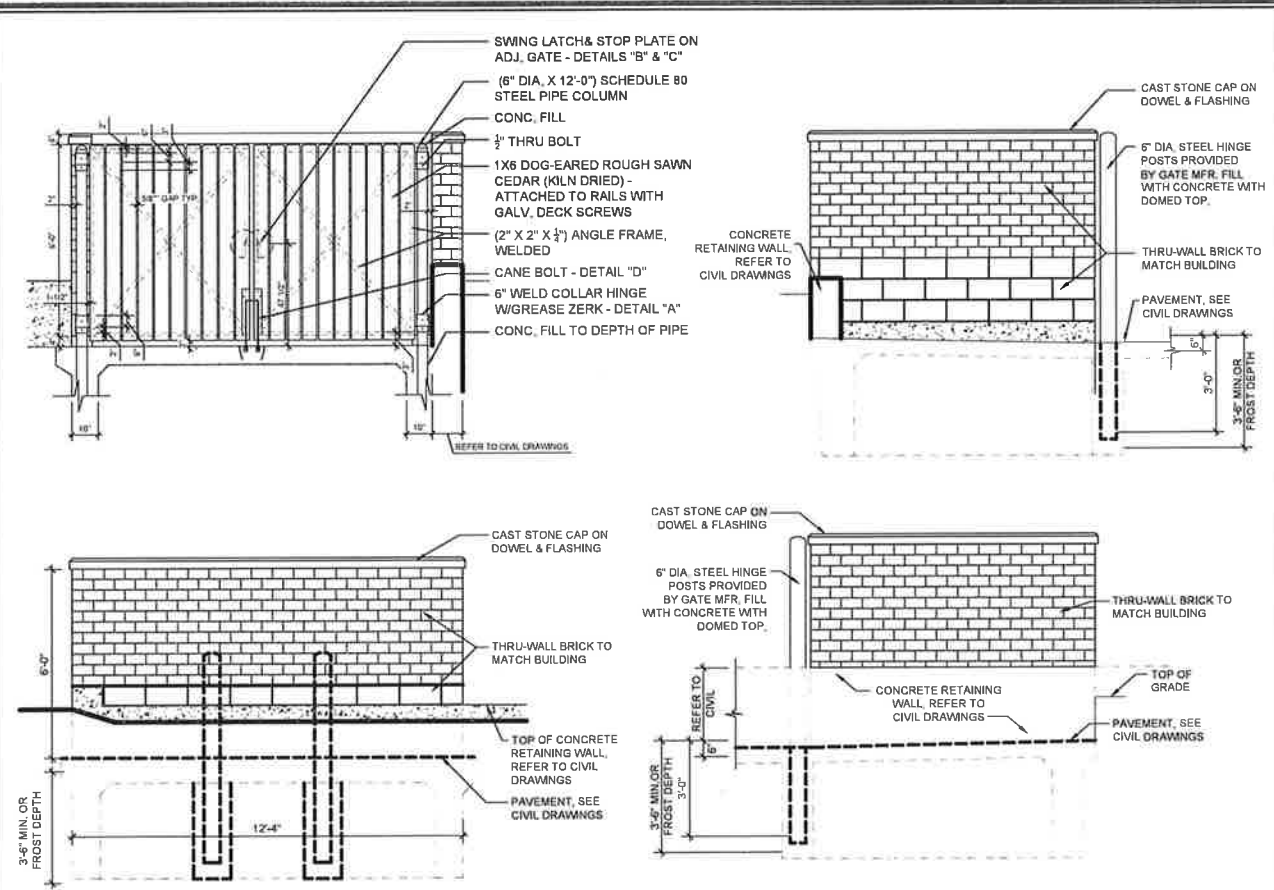
3 TRASH ENCLOSURE WALL SECTION

SP1.1 3/8" = 1'-0"



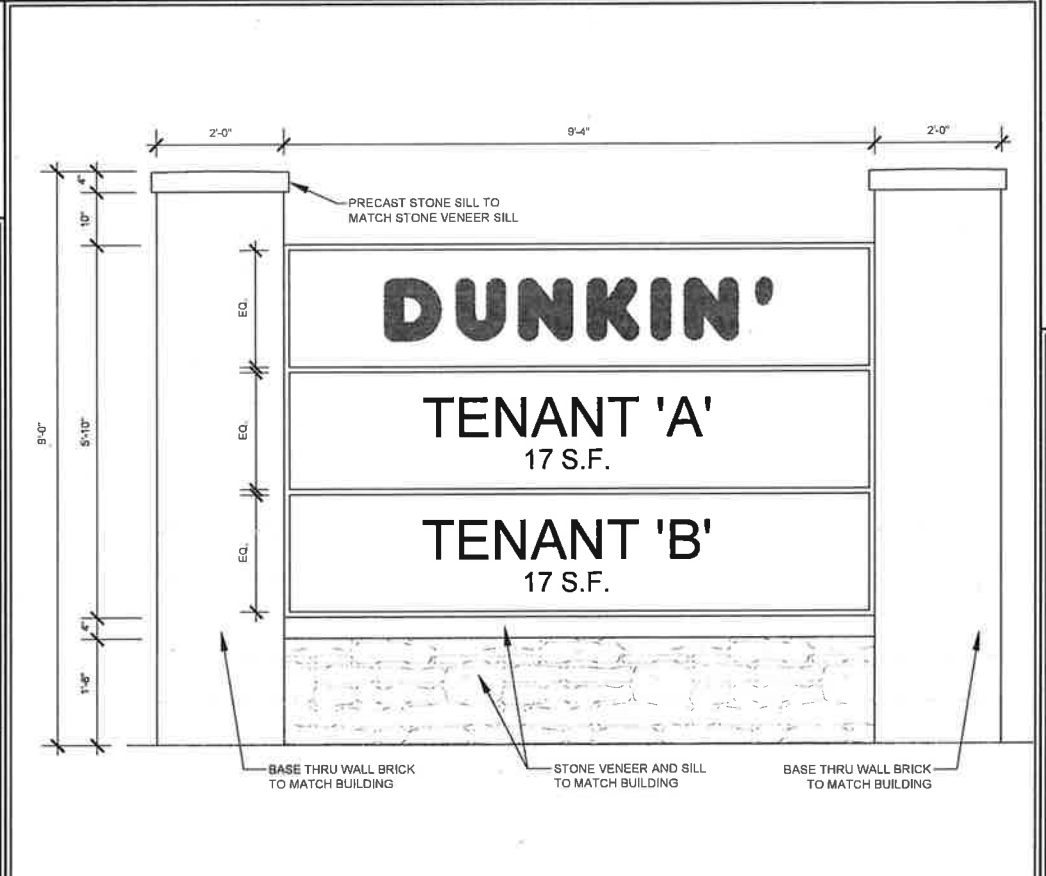
5 DIGITAL "ALL IN ONE" ORDER DETAIL

SP1.1 1/2" = 1'-0"



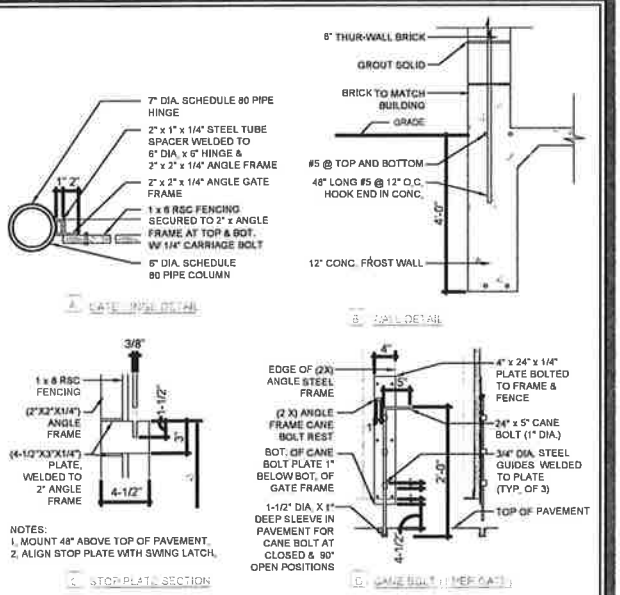
2 TRASH ENCLOSURE ELEVATIONS

SP1.1 3/8" = 1'-0"



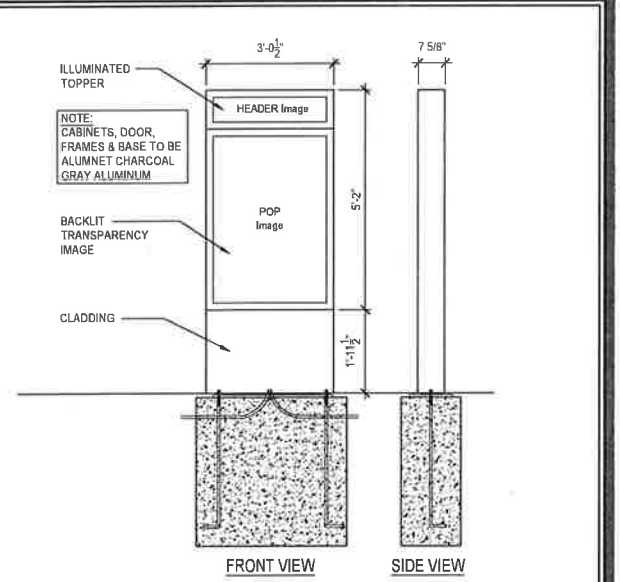
6 LARGE MONUMENT SIGNAGE ELEVATION

SP1.1 3/4" = 1'-0"



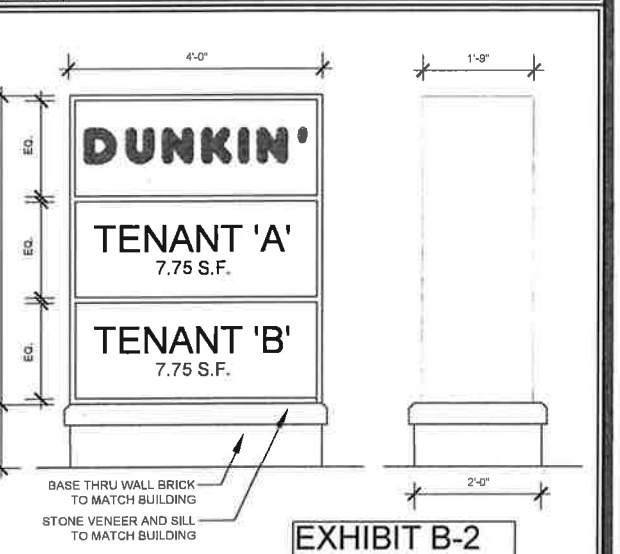
4 TRASH ENCLOSURE DETAILS

SP1.1 N.T.S.



8 MENU BOARD DETAIL

1/2" = 1'-0"



7 SMALL MONUMENT SIGNAGE ELEVATIONS

SP1.1 3/4" = 1'-0"

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| DATE: 8-8-2018 |
| PROJECT NUMBER: 1008 |
| DRAWN BY: L. VALDES |
| CHECKED BY: M. WALSH |
| SCALE: 1/4" = 1'-0" |

SHEET NAME
SITE PLAN DETAILS

SHEET NUMBER
SP1.1

EXHIBIT B-2



1 EAST ELEVATION
ELEV SCALE: 3/32" = 1'-0"



2 SOUTH ELEVATION
ELEV SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION
ELEV SCALE: 3/32" = 1'-0"



4 WEST ELEVATION
ELEV SCALE: 3/32" = 1'-0"

EXHIBIT B-2

MRV

ARCHITECTS, INC.



5105 TOLLVIEW DR., SUITE 197
ROLLING MEADOWS, IL 60008
TEL: 224-318-2140

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PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

| REV | DATE | DESCRIPTION |
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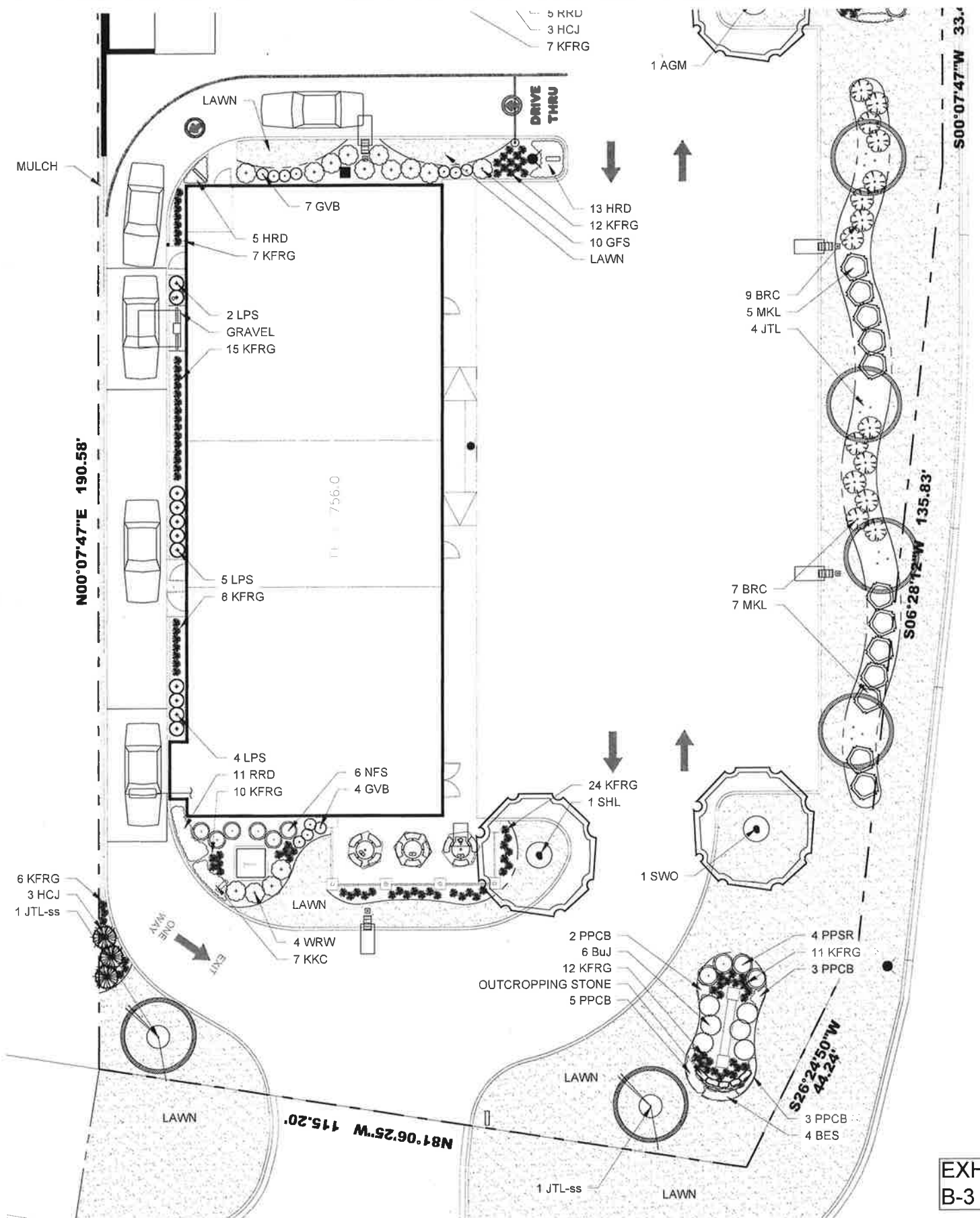
DATE: 8-1-2024
PROJECT NUMBER: 1938
DRAWN BY: J. VALLER
CHECKED BY: M. VALENTI
SCALE:

SHEET NAME
EXTERIOR
RENDERINGS

SHEET NUMBER
CE1.0

Joint Utility Locating Information for Excavators
Call 48 hours before you dig (Excluding Sat., Sun. & Holidays)

- SHADE TREES (DECIDUOUS)**
SHL Skyline Honeylocust
AGM Autumn Gold Maidenhair
SWO Swamp White Oak
- ORNAMENTAL TREES (DECIDUOUS)**
JTL Ivory Silk Japanese Tree Lilac
JTL-ss Ivory Silk Japanese Tree Lilac (single stem)
- EVERGREEN TREES**
HCJ Hetzl Columnar Juniper (upright)
- EVERGREEN SHRUBS**
GVB Green Velvet Boxwood
BuJ Buffalo Juniper
- DECIDUOUS SHRUBS**
BRC Brilliant Red Chokeberry
PPSR Pink Pavement Series Rose
LPS Little Princess Spirea
GFS Goldflame Spirea
NFS Neon Flash Spirea
MKL Miss Kim Dwarf Lilac
WRW Wine & Roses Compact Wiegela
- ORNAMENTAL GRASSES**
KFRG Karl Foerster Feather Reed Grass
- HERBACEOUS PERENNIALS**
HRD Happy Returns Daylily
RRD Rosy Returns Daylily
PPCB Palace Purple Coralbells
KKC Dwarf Catmint
BES Black-eyed Susan
- PLANT ABBREVIATIONS**



MRV

ARCHITECTS, INC.

515 TOLLVIEW DR., SUITE 197
ROLLING MEADOWS, IL 60008
TEL: 224-318-2140

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COUNTY FARM ROAD

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

| REV. | DATE | DESCRIPTION |
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DATE: 07-03-2018
PROJECT NUMBER: 1918
DRAWN BY: PCA
CHECKED BY: MCH

SHEET NAME
ENLARGED LANDSCAPE PLAN
SHEET NUMBER

L 1.1

HELLER & ASSOCIATES, LLC
LANDSCAPE ARCHITECTURE

P.O. Box 1359
Lake Geneva, Wisconsin 53147-1359
ph 262.638.9733
david@wdavidheller.com
www.wdavidheller.com



ENLARGED LANDSCAPE PLAN

Scale: 1" = 10'0"

EXHIBIT B-3

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
(27W210 NORTH AVENUE)
PIN 01-36-200-039**

WHEREAS, JMP RE HOLDINGS, LLC – 64 SERIES, as the legal owner of the real property (the “territory”) legally described in Section 2 of this Ordinance and commonly known as 27W210 North Avenue, West Chicago, Illinois, duly executed and filed with the Village Clerk a Petition to Annex said territory to the Village of Carol Stream; and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the Village of Carol Stream; and

WHEREAS, legal notices regarding the intention to annex the Property have been sent to all public bodies required to receive such notice by the statutes of the State of Illinois; and

WHEREAS, all petitions, documents and other necessary legal requirements have been in full compliance with the statutes of the State of Illinois; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to annex the Property to the Village.

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 authority, as follows:

SECTION 1:

That the foregoing recitals be incorporated in this Ordinance as if restated in their entirety.

SECTION 2:

That the Property, legally described below, and that part of unincorporated North Avenue contiguous thereto, be and the same are hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28,1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15,1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID

PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING-, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGREE 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 27W210 North Avenue, West Chicago, Illinois 60185, P.I.N. 01-36-200-039 (hereinafter referred to as the "Property"); and

SECTION 3:

That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the Plat of Annexation attached hereto.

SECTION 4:

That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on November 4, 2019, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 4th day of November, 2019.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Laura Czarnecki, Village Clerk

**PETITION FOR ANNEXATION
TO THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM,
DUPAGE COUNTY, ILLINOIS**

The Owner, JMP RE Holdings, LLC – 64 Series, respectfully petitions to annex to the Village of Carol Stream, DuPage County, Illinois, the territory located at 27W210 North Avenue, West Chicago, Illinois in unincorporated Wayne Township, DuPage County, Illinois and legally described on Exhibit A attached hereto and made a part hereof.

Petitioner represents and states as follows:

1. The described territory is not within the corporate limits of any municipality.
2. The described territory is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality organized and existing under the laws of the State of Illinois.
3. There are no electors residing within the described territory and have executed this Petition.
4. Petitioner is the sole owner of record of all land within the described territory and has executed this Petition as the Owner of the described territory.

WHEREFORE, Petitioner respectfully requests that the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, annex the described territory to the Village in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

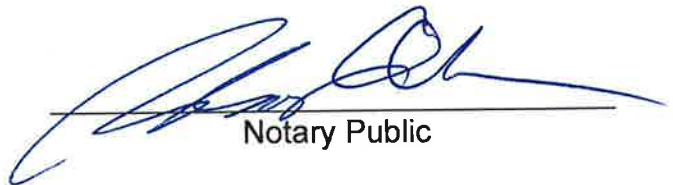
OWNER:
JMP RE Holdings, LLC – 64 Series

By: 
James Panopolous, Manager

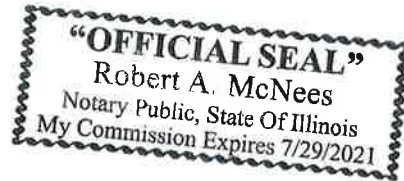
STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that James Panopolous, personally known to me to be the Manager of JMP RE Holdings, LLC – 64 Series and personally known to me to be the same person whose name is subscribed to the foregoing Petition to Annex, appeared before me this day in person and severally acknowledged that he signed and delivered the said Petition to Annex pursuant to authority given by said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 28 day of OCTOBER, 2019.

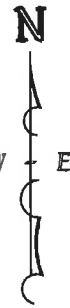


Notary Public

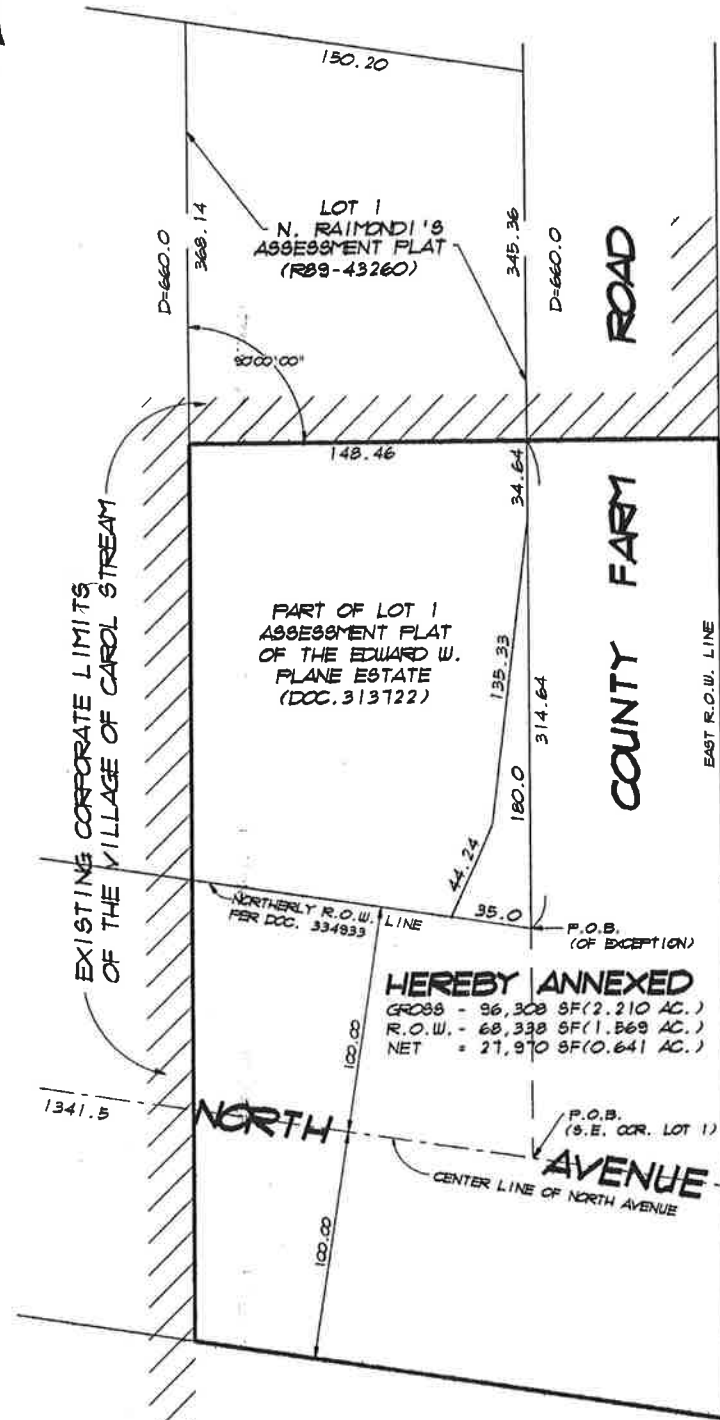


PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

SCALE: 1" = 50 FEET



COUNTY RECORDER STICKER



THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28, 1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGREES 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 100.00 FEET TO THE POINT OF BEGINNING, ALSO THAT PART OF COUNTY FARM ROAD LYING SOUTH OF THE SOUTH LINE OF LOT 1 IN N. RAIMONDI'S ASSESSMENT PLAT, RECORDED APRIL 17, 1989 AS DOCUMENT R89-43260 AS EXTENDED EAST AND LYING NORTH OF THE NORTH LINE OF NORTH AVENUE AS DEDICATED PER DOCUMENT 334933 AND ALSO THAT PART OF NORTH AVENUE LYING EAST OF THE WEST LINE OF SAID LOT 1 IN N. RAIMONDI'S ASSESSMENT PLAT AS EXTENDED SOUTH AND LYING WEST OF THE EAST RIGHT OF WAY LINE OF COUNTY FARM AS EXTENDED SOUTH, ALL IN DU PAGE COUNTY, ILLINOIS.

This property is known as 27W210 North Avenue, West Chicago, Illinois.

P.I.N. 01-36-200-039

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AS PER ORDINANCE NO. _____ AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, BY SAID ORDINANCE, DATED THIS _____ DAY OF _____ 2019.

ATTEST: _____ VILLAGE CLERK
_____ VILLAGE PRESIDENT

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ 2019.

COUNTY RECORDER

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
(S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT STEINBRECHER LAND SURVEYORS, INC., REGISTERED PROFESSIONAL LAND SURVEYING DESIGN FIRM CORPORATION NO. 184-003126, HAVE PLATTED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT, WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

West Chicago, Illinois, October 21, 2019

Richard J. Steinbrecher
Richard J. Steinbrecher
Professional Land Surveyor 3583
License expires Nov. 30, 2020



Steinbrecher Land Surveyors, Inc.

Professional Land Surveying
Design Firm Corporation No. 184-003126
141 S. Neltner Blvd., West Chicago, IL 60185-2844
(630) 293-8900 Fax 293-8902

PREPARED FOR:
JAMES PANPOULOS
486 WOODHILL DRIVE
CAROL STREAM, IL 60188

ORDINANCE NO. 2019-_____-_____-
AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO ZONE PROPERTY TO THE B-2 GENERAL RETAIL DISTRICT
UPON ANNEXATION TO THE VILLAGE OF CAROL STREAM
(27W210 NORTH AVENUE)

WHEREAS, James Panopoulos, manager of JMP RE Holdings, LLC – 64 Series, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to zone the Property to the B-2 General Retail District upon annexation of the property to the Village of Carol Stream; and

WHEREAS, pursuant to Section 16-15-7 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on October 28, 2019, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Zoning Map Amendment 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 0.641-acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to zone the Property to the B-2 General Retail District upon annexation to the Village.

LEGAL DESCRIPTION OF THE PROPERTY:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF

SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28, 1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 1 AND THE NORTHERLY LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT 334933; THENCE ON AN ASSUMED BEARING OF NORTH 81 DEGREES 06 MINUTES 25 SECONDS WEST ALONG THE NORTHERLY LINE OF NORTH AVENUE, 35.00 FEET; THENCE NORTH 26 DEGREES 24 MINUTES 50 SECONDS EAST, 44.24 FEET; THENCE NORTH 6 DEGREES 28 MINUTES 12 SECONDS EAST 135.33 FEET TO THE EAST LINE OF LOT 1; THENCE SOUTH 0 DEGREE 07 MINUTES 47 SECONDS WEST ALONG THE EAST LINE OF LOT 1, 180.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 27W210 North Ave., West Chicago, Illinois 60185
PIN: 01-36-200-039

SECTION 2: This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

Date

Owner/Party In Interest

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A SHOPPING PLAZA, SPECIAL USE PERMIT FOR A DRIVE-UP SERVICE WINDOW, FRONT YARD BUILDING SETBACK VARIATION, CORNER SIDE YARD BUILDING SETBACK VARIATION, CORNER SIDE YARD PARKING SETBACK VARIATION, AND LANDSCAPING VARIATIONS (JMP HOLDINGS RE, LLC – 64 SERIES, 27W210 NORTH AVENUE)

WHEREAS, James Panopoulos, manager of JMP Holdings RE, LLC – 64 Series, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Shopping Plaza, as provided in Section 16-9-3 (C)(14) of the Carol Stream Code of Ordinances, a Special Use Permit for a Drive-Up Service Window, as provided in Section 16-9-3 (C)(11) of the Carol Stream Code of Ordinances, a Variation to reduce the front yard building setback along North Avenue as provided in Section 16-5-6 (J)(3) of the Carol Stream Code of Ordinances, a Variation to reduce the corner side yard building setback along County Farm Road as provided in Section 16-9-3 (G)(2)(E) of the Carol Stream Code of Ordinances, a Variation to reduce the corner side yard parking setback along County Farm Road as provided in Section (F)(2)(b) of the Carol Stream Code of Ordinances, and a Variation to reduce parking lot landscaping and screening as provided in Sections 16-5-6 (L)(3)(a) and 16-5-6 (L)(3)(e) of the Carol Stream Code of Ordinances, on the property legally described in Section 3 herein and commonly known as 27W210 North Avenue, West Chicago, 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 October 28, 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 Permits and Variations be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permits and the Variations 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 Permits for a shopping plaza and drive-up service window, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permits:

1. Are deemed necessary for the public convenience at the location. *The proposed shopping plaza with drive-up service window will provide an amenity to the residents, business owners/employees, and visitors to the community.*

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare, and has been designed in a safe and efficient manner.*
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. *The surrounding area has commercial uses, and as such, the proposed shopping plaza with a drive-up service window should not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the area.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *All 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 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 project is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Petition for a Front Yard Building Setback Variation, Corner Side Yard Building Setback Variation, Corner Side Yard Parking Setback Variation, and Landscaping Variations, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variations:

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 reduction of the front and corner side yard building setbacks, corner side yard parking setback, and landscaping along the east side of the property are acceptable given the small size of the property, reduction of space due to previous right-of-way widening, and potential limited area for development if all setback and landscaping requirements were to be met.*
2. The plight of the owner is due to unique circumstances. *The North Avenue Corridor building setback regulations are geared toward larger developments, with a smaller corner parcel like the subject property at a disadvantage of meeting said regulations. Likewise, the configuration of the east property line restricts maintaining the parking setback along the entire eastern parking row, and it is*

believed that decreasing the amount of the parking on the site to accommodate additional parking lot islands is not appropriate in this specific instance.

3. *The variations, if granted, will not alter the essential character of the locality. The redevelopment of the property, with the increase of landscaping and construction of an attractively designed building, will improve upon the character of the area, and requested setback and landscaping reductions should not have a negative impact on the 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 size of the corner lot and its configuration bring a hardship to the applicant in meeting all setback and landscaping requirements for a viable redevelopment project.*
6. *The conditions upon which the petition for the variations are based would not be applicable generally to other property within the same district. Other small parcels along the North Avenue Corridor have received relief from setback requirements, including the outlots at the Carol Stream Marketplace, with no apparent impact on surrounding properties.*
7. *The granting of the variations 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 approved, the variations should not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood, and the proposed redevelopment will greatly improve the character along the North Avenue Corridor and the North/ County Farm Node.*

SECTION 3:

The Special Use Permits and Variations, as set forth in the above recitals, are hereby approved and granted to JMP RE Holdings, LLC – 64 Series, subject to the conditions set forth in Section 4, upon the real estate commonly known as 27W210 North Avenue, West Chicago, Illinois, and legally described as follows:

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE DRAWN PERPENDICULARLY TO THE EAST LINE OF SAID TRACT THROUGH A POINT ON SAID EAST LINE 314.64 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT (AS MEASURED ALONG SAID EAST LINE), AND LYING NORTHERLY OF THE NORTHERLY LINE OF NORTH AVENUE PER DOCUMENT 334933 RECORDED MARCH 28,1933, SAID TRACT BEING DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 OF ASSESSMENT PLAT OF THE EDWARD W.

PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 1, THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE, 1341.50 FEET FOR A PLACE OF BEGINNING, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 1, 660.00 FEET TO AN IRON STAKE; THENCE NORTHWESTERLY PARALLEL WITH THE CENTER LINE OF NORTH AVENUE, 150.20 FEET; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT 1 TO THE CENTER LINE OF NORTH AVENUE; THENCE SOUTHEASTERLY ALONG THE CENTER OF NORTH AVENUE TO THE PLACE OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, EXCEPT THEREFROM THAT PORTION TAKEN FOR NORTH AVENUE BY THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF ILLINOIS RECORDED JUNE 15, 1995 AS DOCUMENT R95-072829 DESCRIBED AS FOLLOWS:

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hereinafter referred to as the Subject Property.

Commonly known as 27W210 North Ave., West Chicago, Illinois 60185
PIN: 01-36-200-039

SECTION 4:

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

1. That the landscape materials must be installed as shown on the attached landscape plan (except as may be amended to address recommended conditions herein), and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
2. That the landscape plan shall be revised and approved by the Community Development Director to illustrate the following:

- a. Additional evergreen shrubs shall be installed around the electric transformer on the south side of the building for more effective screening;
3. That all rooftop mounted mechanical equipment shall be fully screened by the parapet wall, or with supplemental screening if said parapet wall is not tall enough to screen the equipment;
4. That the owner must install additional landscape materials in the future, subject to the approval of the Community Development Director, to screen yet-unknown ground-mounted mechanical and utility equipment;
5. That parking spaces shall be striped in accordance with the Village's looped striping detail;
6. That all trash dumpsters and recycling containers placed outdoors must be kept within a code compliant trash enclosure, and that the enclosure gates must be closed and latched at all times, except when trash containers are being accessed by employees or emptied by the trash collection service;
7. That the applicant must obtain the required sign permits prior to the installation of any new signage; and
8. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

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

1. Site Plan (Exhibit A, received October 30, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.
2. Site Plan Details (Exhibit B, received October 30, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.
3. Overall Landscape Plan (Exhibit C, received October 30, 2019), prepared by Heller & Associates, LLC, P.O. Box 1359, Lake Geneva, Wisconsin, 53147.
4. Enlarged Landscape Plan (Exhibit D, received October 30, 2019), prepared by Heller & Associates, LLC, P.O. Box 1359, Lake Geneva, Wisconsin, 53147.
5. Landscape Details & Notes (Exhibit E, received October 30, 2019), prepared by Heller & Associates, LLC, P.O. Box 1359, Lake Geneva, Wisconsin, 53147.
6. Preliminary Site Plan (Exhibit F, dated October 3, 2019), prepared by Mackie Consultants, LLC, 9575 W. Higgins Road, Suite 500, Rosemont, Illinois, 60018.

7. Exterior Elevations (Exhibit G, received October 30, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.
8. Exterior Renderings (Exhibit H, received October 4, 2019), prepared by MRV Architects, Inc., 5105 Tollview Drive, Suite 197, Rolling Meadows, Illinois, 60008.

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 permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

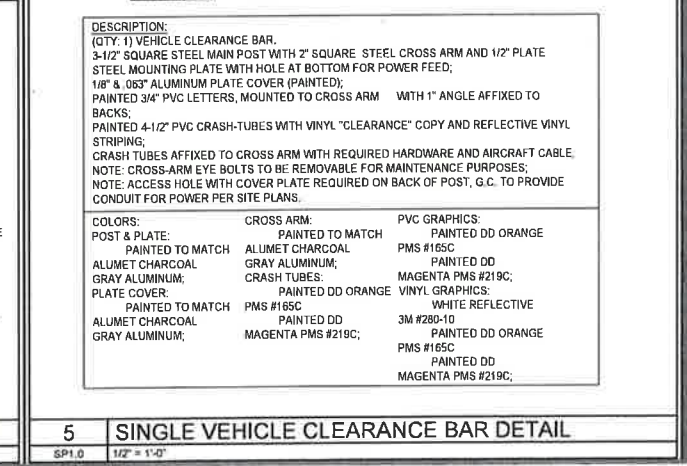
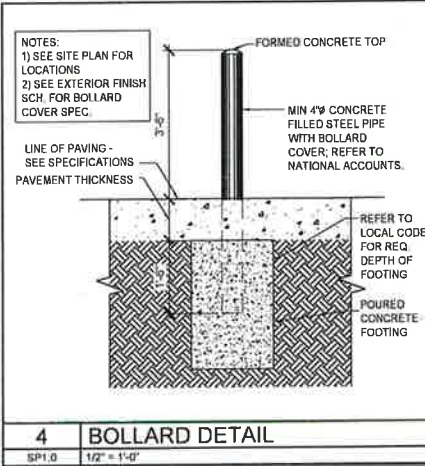
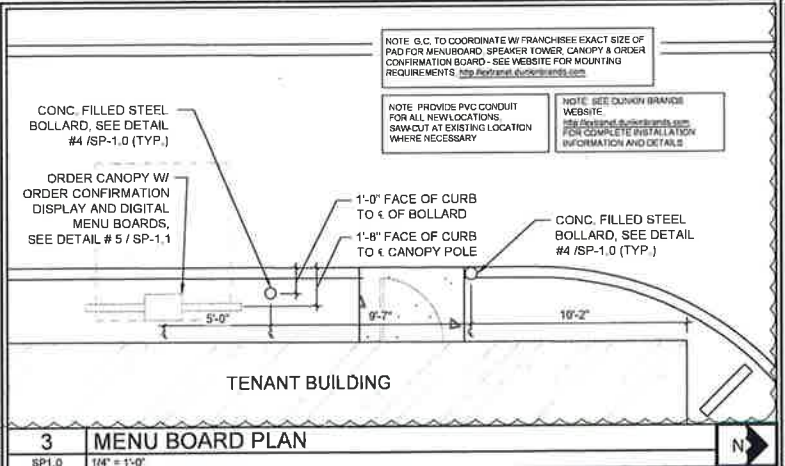
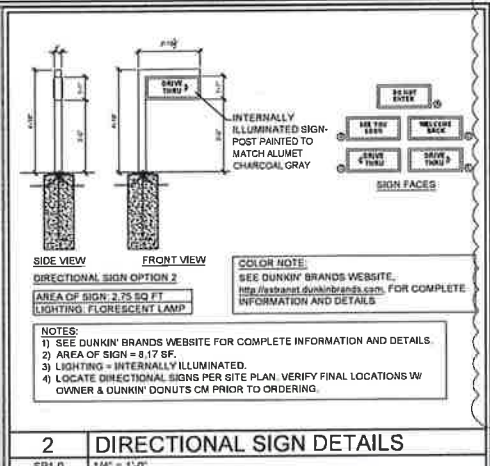
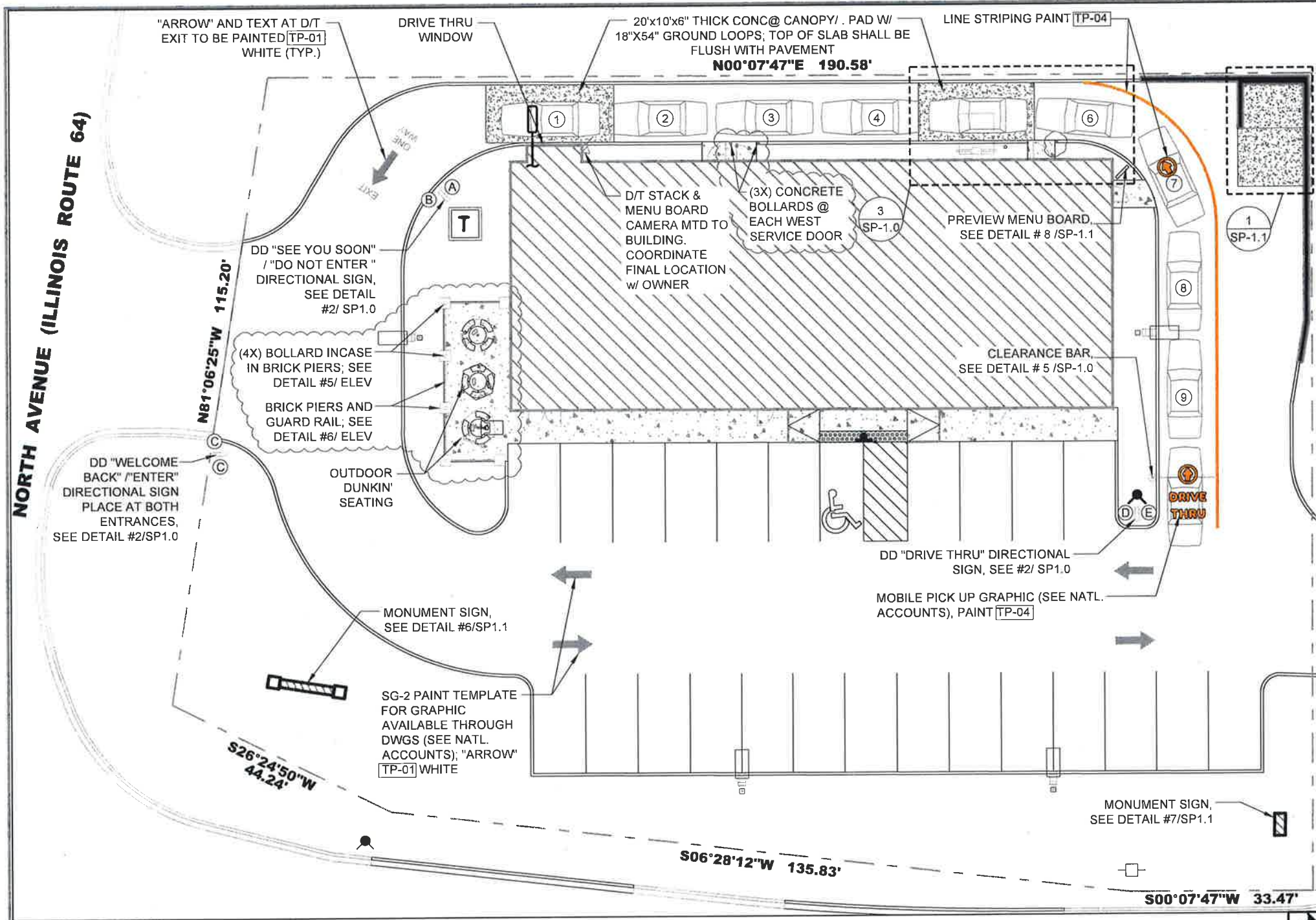
ATTEST:

Laura Czarnecki, Village Clerk

I, James Panopoulos, 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 permits. JMP RE Holdings, LLC – 64 Series 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



MRV ARCHITECTS, INC.

RECEIVED
 OCT 30 2019
 COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
 JMP RE HOLDINGS, LLC
 E NORTH AVE & COUNTRY FARM ROAD
 CAROL STREAM, IL

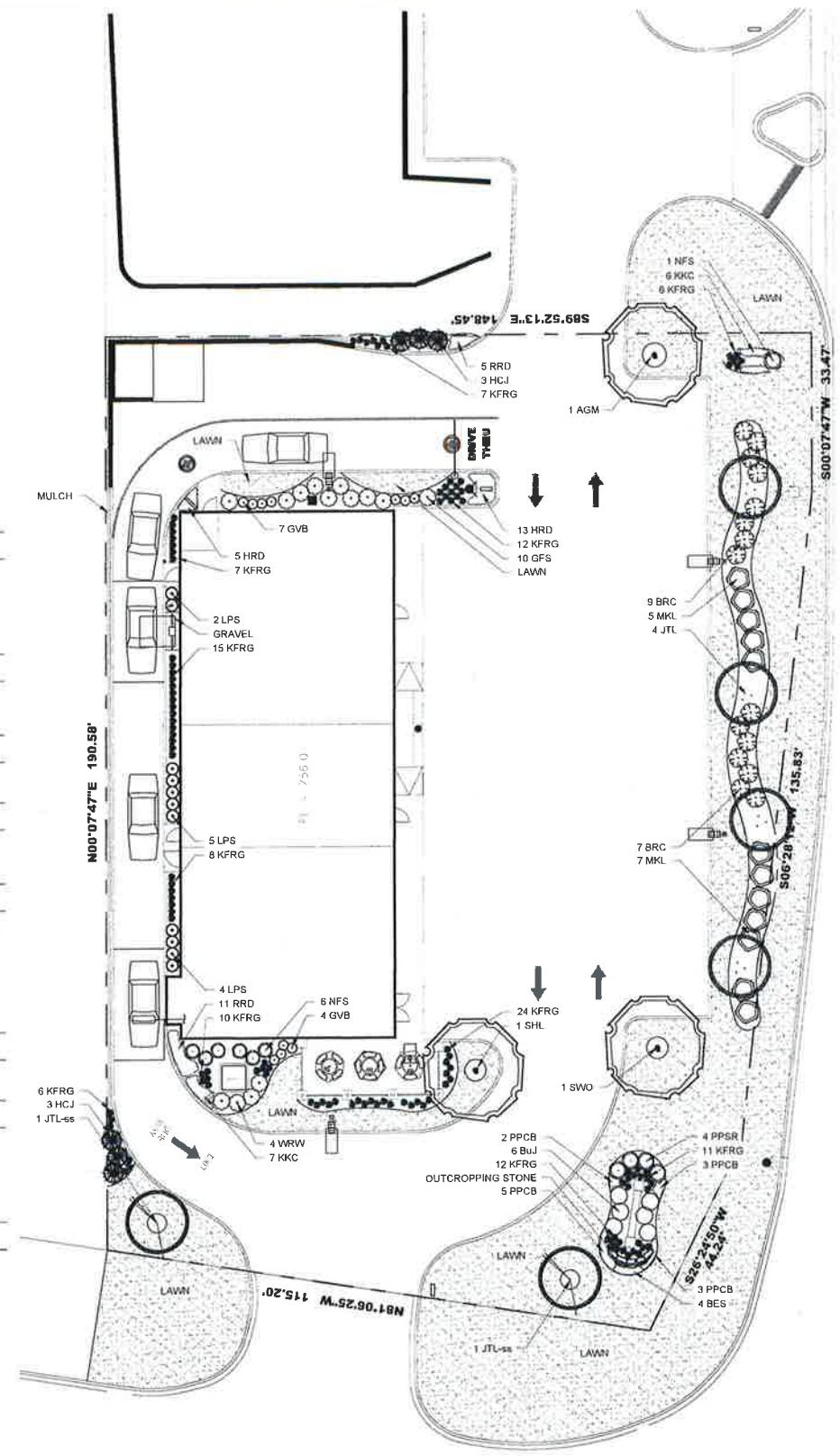
ISSUE DATE: 10-1-2019
 PROJECT NUMBER: 1009
 DRAWN BY: E. VALES
 CHECKED BY: M. VALENDI
 SCALE: AS SHOWN

SHEET NAME: SITE PLAN & DETAILS

SHEET NUMBER: SP1.0



RECEIVED
 OCT 30 2019
 COMMUNITY DEVELOPMENT DEPT



COUNTY FARM ROAD

PROPOSED TENANT BUILDING
 JMP RE HOLDINGS, LLC
 E NORTH AVE & COUNTRY FARM ROAD
 CAROL STREAM, IL

Landscape Setback
 Area from front property line to building setback line.
 Landscaping shall meet 0.35 points per square foot.

Area of Landscape Setback: 19,091.0 SF
 Required Amount of Landscaping: 6,681.9 Points
 Landscaping Shown: 6,758.0 Points

Interior Parking Area
 10% of parking area shall be landscaped
 Landscaping shall meet 0.50 points per square foot.

Area of Parking Area: 7,013.0 SF
 Required Interior Landscaping Area: 701.3 SF
 Area of Interior Landscaping: 1,649.3 SF

Required Amount of Landscaping: 350.7 Points
 Landscaping Shown: 628.8 Points

Open Space
 Landscaping shall meet 0.05 points per square foot.

Area of Open Space: 285.4 SF
 Required Amount of Landscaping: 14.3 Points
 Landscaping Shown: 419.9 Points

Landscape Buffer - Not Applicable
 15' wide landscape strip along property line adjacent to lower impact development.

Landscape Screen - Not Applicable
 5' wide landscape strip along property line adjacent to higher impact development.

Landscape Size and Points

| Landscape Type | Install Size | Points |
|----------------------------|--------------|-------------|
| Shade Trees | 2.5" caliper | 225/tree |
| Ornamental Trees | 2" caliper | 250/tree |
| Evergreen Trees | 6' Height | 275/tree |
| Shrubs 4-12' Tall | 30" Tall | 70/shrub |
| Shrubs up to 3' Tall | 30" Tall | 35/shrub |
| Ornamental Grasses | N/A | 0.5/SF |
| Perennials | N/A | 0.5/SF |
| Site Furnishings | | 10/item |
| Ornamental Light Standards | | 10/standard |

CODE REQUIREMENTS

| PLANT KEY | QUANTITY | PLANT MATERIAL PROPOSED | COMMON NAME | CALIPER/HEIGHT | SIZE | ROOT | SPECIFICATION / NOTES | PLANT SPACING |
|-------------------------------------|----------|---|--|----------------------|------|-------|---|---------------|
| Proposed Landscape Materials | | | | | | | | |
| SHADE TREES (DECIDUOUS) | | | | | | | | |
| SHL | 1 | Gleditsia triacanthos 'Skyline' | Skyline Honeylocust | 2.5" | | B&B | Straight central leader, full and even crown. Prune only after planting | |
| AGM | 1 | Ginkgo biloba 'Autumn Gold' | Autumn Gold Maidenhair | 2.5" | | B&B | Straight central leader, full and even crown. Prune only after planting | |
| SWO | 1 | Quercus bicolor | Swamp White Oak | 2.5" | | B&B | Straight central leader, full and even crown. Prune only after planting | |
| ORNAMENTAL TREES (DECIDUOUS) | | | | | | | | |
| JTL | 4 | Syringa reticulata 'Ivory Silk' | Ivory Silk Japanese Tree Lilac | 7' | | B&B | Well balanced multi-stemmed tree with minimum four canes, and full appearance | |
| JTL-ss | 2 | Syringa reticulata 'Ivory Silk' | Ivory Silk Japanese Tree Lilac (single stem) | 20' | | B&B | Straight central leader, full and even crown. Prune only after planting | |
| EVERGREEN TREES | | | | | | | | |
| HCI | 6 | Juniperus chinensis 'Hetzli Columnaris' | Hetzli Columnar Juniper (upright) | 6' | | B&B | Evenly shaped tree with branching to the ground | 42" |
| EVERGREEN SHRUBS | | | | | | | | |
| GVB | 11 | Buxus 'Green Velvet' | Green Velvet Boxwood | 15" HT | | Cont. | Full rounded well branched shrub | 24-30" |
| Buj | 6 | Juniperus sabinina 'Buffalo' | Buffalo Juniper | 6" | | Cont. | Full rounded well branched shrub | 42" |
| DECIDUOUS SHRUBS | | | | | | | | |
| BRC | 16 | Aronia arbutifolia 'Brilliantissima' | Brilliant Red Chokeberry | 42" | | Cont. | Full, well rooted plant, evenly shaped | 46" |
| PPSR | 4 | Rosa rugosa 'Pink Pavement' | Pink Pavement Shrub Rose | 18" | | Cont. | Full, well rooted plant, evenly shaped | 42" |
| LPS | 11 | Spiraea japonica 'Little Princess' | Little Princess Spirea | 8" | | Cont. | Full, well rooted plant, evenly shaped | 30" |
| GFS | 10 | Spiraea xbumalda 'Goldflame' | Goldflame Spirea | 30" | | Cont. | Full, well rooted plant, evenly shaped | 36" |
| NFS | 7 | Spiraea xbumalda 'Neon Flash' | Neon Flash Spirea | 24" | | Cont. | Full, well rooted plant, evenly shaped | 60" |
| MKL | 12 | Syringa patula 'Miss Kim' | Miss Kim Dwarf Lilac | 30" | | Cont. | Full, well rooted plant, evenly shaped | 60" |
| WRW | 4 | Wiegella florida 'Wine & Roses' | Wine & Roses Compact Wiegela | 24" | | Cont. | Full, well rooted plant, evenly shaped | 42" |
| ORNAMENTAL GRASSES | | | | | | | | |
| KFRG | 118 | Calamagrostis acutiflora 'Karl Foerster' | Karl Foerster Feather Reed Grass | #1 | | Cont. | Full, well rooted plant | 15-18" |
| HERBACEOUS PERENNIALS | | | | | | | | |
| HRD | 16 | Hemerocallis 'Happy Returns' | Happy Returns Daylily | #1 | | Cont. | Full, well rooted plant, evenly shaped | 18" |
| RRD | 16 | Hemerocallis 'Rosy Returns' | Rosy Returns Daylily | #1 | | Cont. | Full, well rooted plant, evenly shaped | 18" |
| PPCB | 13 | Huscheria miziantha 'Valace Purple' | Palace Purple Coralbells | #1 | | Cont. | Full, well rooted plant, evenly shaped | 18" |
| KCC | 13 | Nepeia faassanii 'Kit Cat' | Dwarf Catmint | #1 | | Pat | Full, well rooted plant, evenly shaped | 24" |
| BES | 4 | Rudbeckia fulgida 'Goldsturm' | Black-eyed Susan | #1 | | Cont. | Full, well rooted plant, evenly shaped | 18" |
| LAWN | | | | | | | | |
| LAWN | 913 | Lawn Establishment Area / Grading Area | | | | SF | Reinder's Deluxe 50 Seed Mix (300-765-1301) | |
| | 9380 | Erosion Abating for sloped seeded areas | see plan for area delineation | | | SF | EroTex D575 Erosion Control Blanket (or approved equal) | |
| Hardscape Materials | | | | | | | | |
| | 12 | Outcropping Stone Pieces | Stacked per plan | 8" h x 30" d x 36" w | | EA | | |
| | 0.3 | Heritage River Gravel Mulch (1.0-1.5" pieces) | Area: 25 SF | | | TN | 2" depth | |
| | 55 | Aluminum Edge Restraint (at gravel areas) | Permanol ProSlide 3/16" x 5" Black Durallex Finish | | | SF | | |
| | 25 | Landscape Fabric (at gravel areas) | SF | | | SF | | |
| | 42 | Shredded Hardwood Mulch (3" depth) | Area: 3,620 SF | | | CY | Bark Mulch; apply Preemergent after installation of mulch | |
| | 22 | Soil Amendments (2" depth) | Area: 3,620 SF | | | CY | | |
| | 29 | Pulverized Topsoil (Lawn Area) | Area: 9,380 SF | | | CY | | |
| | 22 | Pulverized Topsoil (2" over bed areas) | Area: 3,620 SF | | | CY | | |

*Landscape counts & quantities are provided as a service to the Landscape Contractor; Landscape Contractor is responsible for verifying these counts and quantities in order to provide a complete landscape installation as outlined on this Landscape Master Plan. In the event that a discrepancy occurs between this schedule and the Landscape Master Plan, the Landscape Master Plan including the graphics and notations depicted therein shall govern.

Seed Compositions:
 Reinder's Deluxe 50 Seed Mix (300-765-1301)
 20% Kentucky Bluegrass (Sod Quality)
 15% Newport Kentucky Bluegrass
 15% Ken Blue Kentucky Bluegrass
 25% Creeping Red Fescue

15% Quebec Perennial Ryegrass
 10% Fiesta III Perennial Ryegrass

Seed at rate of 150-200# per acre

NORTH AVENUE (ILLINOIS ROUTE 64) EXHIBIT C

PLANT & MATERIAL SCHEDULE

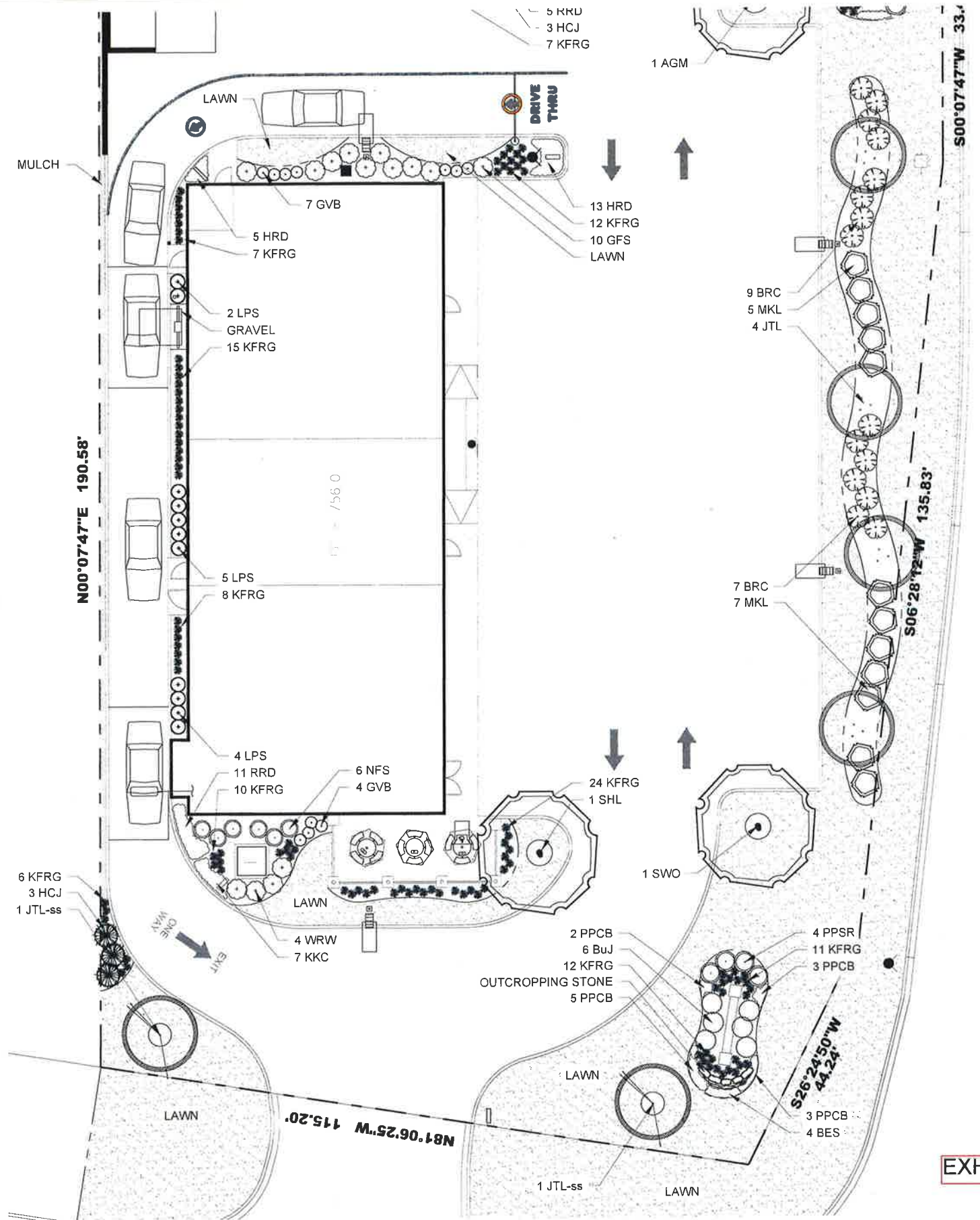
OVERALL LANDSCAPE PLAN
 Scale: 1" = 16'0"

OVERALL LANDSCAPE PLAN
 SHEET NUMBER
L 1.0



Joint Utility Locating Information for Excavators
Call 48 hours before you dig (Excluding Sat., Sun. & Holidays)

- SHADE TREES (DECIDUOUS)**
 SHL Skyline Honeylocust
 AGM Autumn Gold Maidenhair
 SWO Swamp White Oak
- ORNAMENTAL TREES (DECIDUOUS)**
 JTL Ivory Silk Japanese Tree Lilac
 JTL-ss Ivory Silk Japanese Tree Lilac (single stem)
- EVERGREEN TREES**
 HCJ Hetzi Columnar Juniper (upright)
- EVERGREEN SHRUBS**
 GVB Green Velvet Boxwood
 BuJ Buffalo Juniper
- DECIDUOUS SHRUBS**
 BRC Brilliant Red Chokeberry
 PPSR Pink Pavement Series Rose
 LPS Little Princess Spirea
 GFS Goldflame Spirea
 NFS Neon Flash Spirea
 MKL Miss Kim Dwarf Lilac
 WRW Wine & Roses Compact Wiegela
- ORNAMENTAL GRASSES**
 KFRG Karl Foerster Feather Reed Grass
- HERBACEOUS PERENNIALS**
 HRD Happy Returns Daylilly
 RRD Rosy Returns Daylilly
 PPCB Palace Purple Coralbells
 KKC Dwarf Catmint
 BES Black-eyed Susan
- PLANT ABBREVIATIONS**



COUNTY FARM ROAD

MRV ARCHITECTS, INC.
 5105 TOLLVIEW DR., SUITE 197
 ROLLING MEADOWS, IL 60438
 TEL: 708-318-2140
 MRV ARCHITECTS, INC. 2018
 ALL DRAWINGS, SPECIFICATIONS, PLANS AND CONCEPTS ARE INSTRUMENTS OF SERVICE AND THEREFORE ARE PROPERTY OF MRV ARCHITECTS, INC. THEY MAY NOT BE REUSED, COPIED OR REPRODUCED WITHOUT PERMISSION AND EXPRESS WRITTEN CONSENT FROM MRV ARCHITECTS, INC.

RECEIVED
 OCT 30 2019
 COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
 JMP RE HOLDINGS, LLC
 E NORTH AVE & COUNTRY FARM ROAD
 CAROL STREAM, IL

| REV. | DATE | DESCRIPTION |
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DATE: 01-03-2019
 PROJECT NUMBER: 1909
 DRAWN BY: FCA
 CHECKED BY: MSH
 ENR

EXHIBIT D

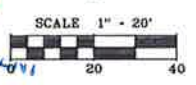
SHEET NAME
ENLARGED LANDSCAPE PLAN

SHEET NUMBER
L 1.1

HELLER & ASSOCIATES, LLC
 LANDSCAPE ARCHITECTURE
 P.O. Box 1359
 Lake Geneva, Wisconsin 53147-1359
 ph 262.639.8733
 david@wdavidheller.com
 www.wdavidheller.com

ENLARGED LANDSCAPE PLAN
 Scale: 1" = 10'0"

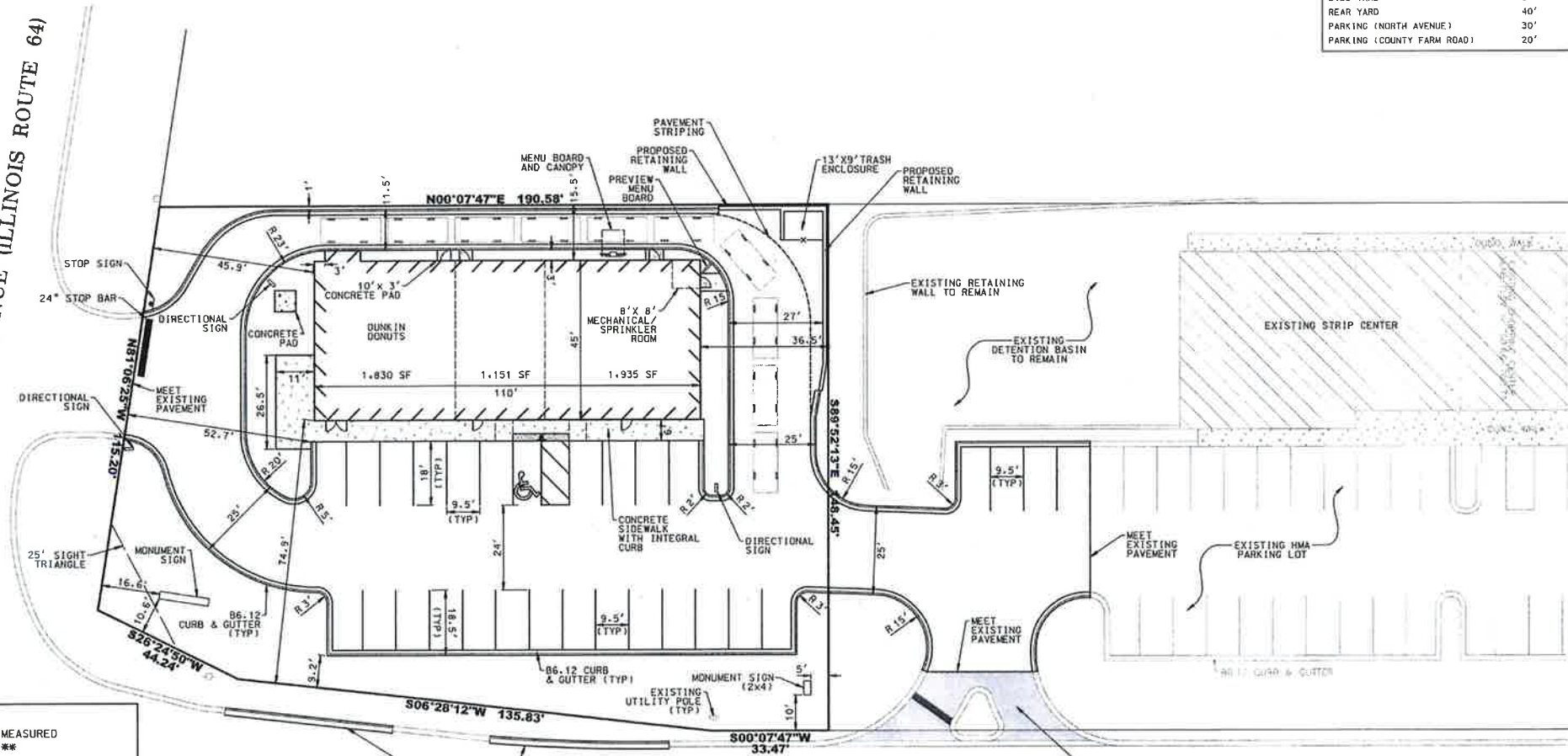
RECEIVED
 OCT 30 2019
 COMMUNITY DEVELOPMENT
 DEPT



| ZONING INFORMATION TABLE | | |
|-------------------------------|----------------------|----------|
| SETBACK | REQUIRED (B3 ZONING) | PROVIDED |
| FRONT YARD (NORTH AVENUE) | 100' | 45.5' |
| FRONT YARD (COUNTY FARM ROAD) | 100' | 74.9' |
| SIDE YARD | 0' | 15.5' |
| REAR YARD | 40' | 36.5' |
| PARKING (NORTH AVENUE) | 30' | 52.7' |
| PARKING (COUNTY FARM ROAD) | 20' | 9.2' |

| SITE DATA TABLE | |
|--|--|
| CORNER LOT AREA: | 0.641 AC |
| PARKING SPACES: | 24 STANDARD SPACES 1 ACCESSIBLE SPACE |
| PROPOSED DEVELOPMENT AREA: (INCLUDING STRIP CENTER) | 36,500 SF |
| EXISTING IMPERVIOUS AREA: | 23,900 SF |
| PROPOSED IMPERVIOUS AREA: | 25,015 SF |
| NET NEW IMPERVIOUS AREA: | 1,115 SF |

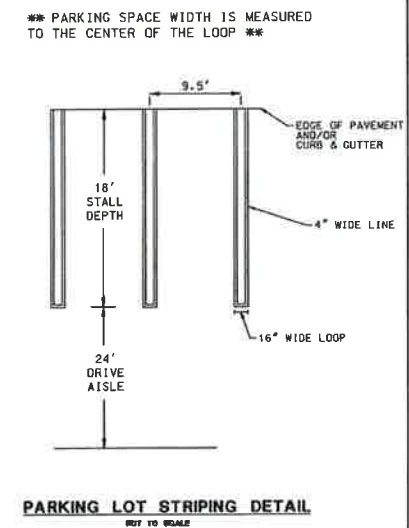
NORTH AVENUE (ILLINOIS ROUTE 64)



- SITE PLAN GENERAL NOTES
- PROPERTY BOUNDARIES SHOWN HEREON BASED ON ALTA SURVEY, PREPARED BY TRD LAND SURVEYORS, INC., DATED AUGUST 24, 2007 AND PLAT OF SURVEY, PREPARED BY MELVIN HUMMEL, DATED JUNE 15, 1993. VERIFICATION OF THE PROPERTY BOUNDARIES WAS NOT COMPLETED BY MACKIE CONSULTANTS, LLC.
 - EXISTING FEATURES OF STRIP CENTER DEVELOPMENT SHOWN HEREON BASED ON PROPOSED ENGINEERING PLANS, PREPARED BY NORMAN J. TOBERMAN & ASSOCIATES, DATED APRIL 26, 1999. A DETAILED TOPOGRAPHIC SURVEY OF THE EXISTING IMPROVEMENTS WAS NOT COMPLETED BY MACKIE CONSULTANTS, LLC.
 - ALL DIMENSIONS ARE TO BACK OF CURB OR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
 - ALL RADIUS ARE TO BACK OF CURB, UNLESS OTHERWISE NOTED.
 - ALL ON-SITE PAVEMENT MARKINGS SHALL BE PAINTED, UNLESS OTHERWISE NOTED.
 - ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 AND SHALL BE DEPRESSED CURB WHERE SIDEWALK MEETS A STREET, UNLESS OTHERWISE INDICATED.
 - ALL CURB ISLANDS TO HAVE 1-FOOT MINIMUM RADIUS ON CORNERS, UNLESS OTHERWISE SHOWN.

LEGEND

| | EXISTING | PROPOSED |
|--------------------------------|-------------|-------------|
| SANITARY SEWER | 8" PVC | 8" PVC |
| FORCE MAIN | 12" RCP | 12" RCP |
| STORM SEWER | | 12" RCP |
| UNDERDRAIN | | |
| MANHOLE | | ⊙ |
| CATCH BASIN | | ⊙ |
| INLET | | ⊙ |
| CLEANOUT | | ⊙ |
| WATER MAIN | | — |
| VALVE VAULT | | ⊙ |
| VALVE BOX | | ⊙ |
| FIRE HYDRANT | | ⊙ |
| FLARED END SECTION | | — |
| COMBINED SEWER | | — |
| STREET LIGHT/PARKING LOT LIGHT | | ⊙ |
| POWER POLE | | ⊙ |
| STREET SIGN | | ⊙ |
| FENCE | | — |
| GAS MAIN | | — |
| OVERHEAD LINE | | — |
| TELEPHONE LINE | | — |
| ELECTRIC LINE | | — |
| CABLE TV LINE | | — |
| HIGH WATER LEVEL | | HWL XXX |
| NORMAL WATER LEVEL | | NWL XXX |
| CONTOUR LINE | | XXX.XX |
| TOP OF CURB ELEVATION | 86.12 | TC XXX.XX |
| TOP OF DEPRESSED CURB | 86.12 | TC XXX.XX |
| PAVEMENT ELEVATION | 86.12 | P XXX.XX |
| SPOT ELEVATION | 86.12 | XXX.XX |
| FINISHED FLOOR ELEVATION | FF + XXX.XX | FF + XXX.XX |
| TOP OF FOUNDATION | TF + XXX.XX | TF + XXX.XX |
| GRADE AT FOUNDATION | GF + XXX.XX | GF + XXX.XX |
| HIGH OR LOW POINT | | ⊙ |
| OVERLAND FLOOD ROUTE | | — |
| PAVEMENT FLOW DIRECTION | | — |
| SWALE FLOW DIRECTION | | — |
| DEPRESSED CURB AND GUTTER | | — |
| REVERSE CURB AND GUTTER | | — |



COUNTY FARM ROAD

EXHIBIT F



Mackie Consultants, LLC
 9575 W. Higgins Road, Suite 500
 Rosemont, IL 60018
 (847) 696-1400
 www.mackieconsult.com

CLIENT: **JMP RE HOLDINGS, LLC**
 258 COUNTY FARM ROAD
 WEST CHICAGO, IL 60185

| DATE | DESCRIPTION OF REVISION | BY | SCALE |
|------------|---|-----|----------|
| 10/03/2019 | REVISED PER VILLAGE COMMENTS | EGA | 1" = 20' |
| 9/04/2019 | REVISED PER VILLAGE CLIENT COMMENTS | AJ | |
| 8/6/2019 | REVISED PER VILLAGE, DUPAGE COUNTY DOT COMMENTS | EGA | |
| 5/29/2019 | REVISED PER CLIENT COMMENTS | AJ | |
| 5/9/2019 | REVISED PER CLIENT COMMENTS | BRM | |
| 4/5/2019 | REVISED PER VILLAGE, CLIENT COMMENTS | BRM | |

**PRELIMINARY SITE PLAN
 COMMERCIAL DEVELOPMENT
 UNINCORPORATED DUPAGE COUNTY, ILLINOIS**

SHEET
1 OF 3
 PROJECT NUMBER: 3655
 © MACKIE CONSULTANTS LLC, 2019
 ILLINOIS FIRM LICENSE 184-02694

10/22/2019 1:49:02 PM
 At: C:\Users\jgibson\OneDrive\Documents\Plan.pdf

SITE PLAN LEGEND

- THRU-WALL BASE BRICK:
MFR: INTERSTATE® BRICK
DIMENSION: 7 5/8"H x 7 5/8"D x 15 5/8"L
COLOR: "CANYON ROSE"
- CAST STONE BASE SILL:
MFR: MICON PRODUCTS
FINISH: SMOOTH
COLOR: "GRAY"
- STONE VENEER:
MFR: ESTONWORKS
TYPE: STANDARD LEDGE
COLOR: "CONESTOGA"
- THRU WALL FIELD BRICK:
TYPE: BEVEL
MFR: INTERSTATE® BRICK
DIMENSION: 3 5/8"H x 3 5/8"D x 7 5/8"L
COLOR: "TERRA COITTA"
- EIFS BAND:
FINISH: FINESSE
COLOR: MATCH TO CAST STONE BASE SILL
- DIT BASE FIBER CEMENT PANEL:
TYPE: CHARCOAL FINISH
MFR: JAMES HARDIE
COLOR: "IRON GRAY"
SURFACE: REVEAL PANEL
DIMENSION: 48" X 96 PANELS
- DIT FIELD FIBER CEMENT PANEL:
TYPE: CONCRETE FINISH
MFR: JAMES HARDIE
COLOR: "PEARL GRAY"
SURFACE: REVEAL PANEL
DIMENSION: 48" X 96 PANELS
- DUNKIN' FIBER CEMENT PANEL:
TYPE: OFF WHITE FINISH LARGE FORMAT PANEL
MFR: JAMES HARDIE
COLOR: "ARTIC WHITE"
DIMENSION: 48" X 96 PANELS
- PAINTED COAT:
TYPE: CHARCOAL FINISH
MFR: MATTHEWS PAINT
COLOR: "MP10268 DARK SLATE FINISH LVS SATIN V2.0"

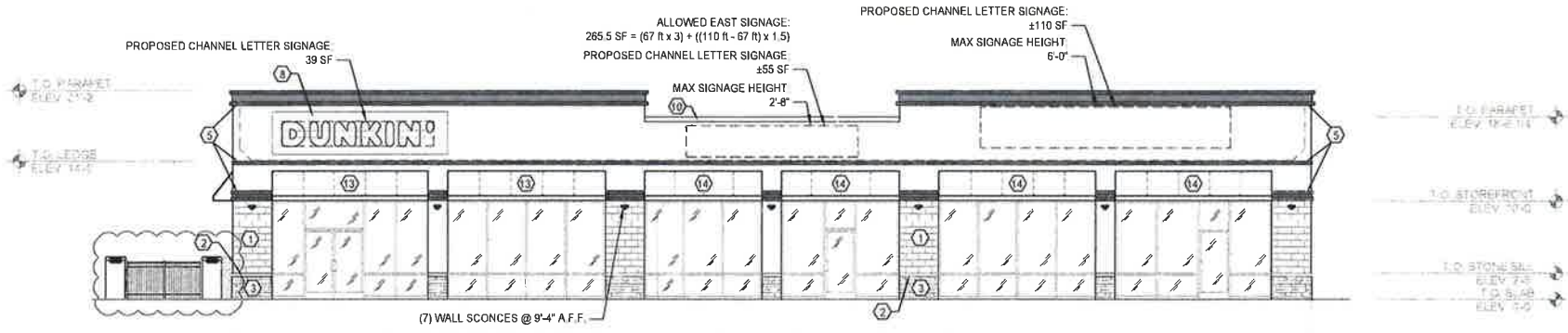
EXTERIOR METAL TRIM-PARAPET CAP:
FIELD BREAK
COLOR: MATCH TO EIFS BAND

EXTERIOR INSULATED HOLLOW METAL DOORS AND FRAMES:
COLOR: PAINT TO MATCH ADJACENT BASE BRICK COLOR

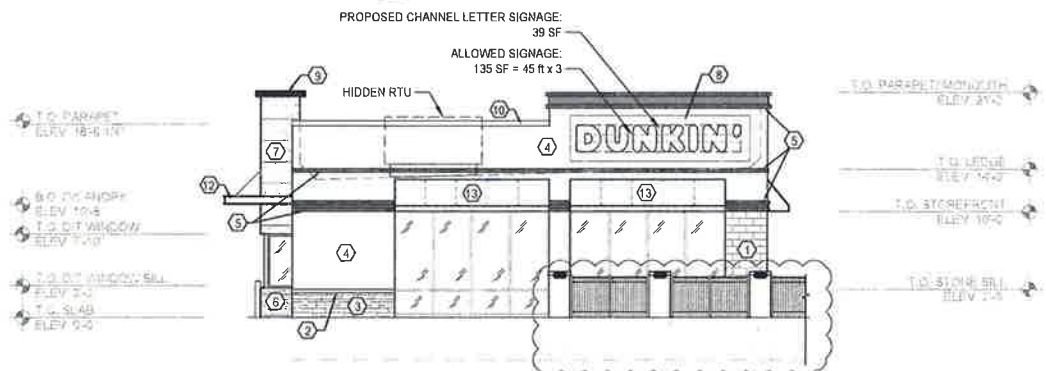
CANOPY ALUMINUM, TENSION RODS, & TURN BUCKLES:
MFR: EQUAL TO DD CANOPY
SIZE: MIN 3'-6" DEEP
COLOR: DD ORANGE FINISH, #5059990
SEALANT: MATCH TO COLOR OF STOREFRONT

CANVAS AWNING:
COLOR: DD ORANGE FINISH, #5059990

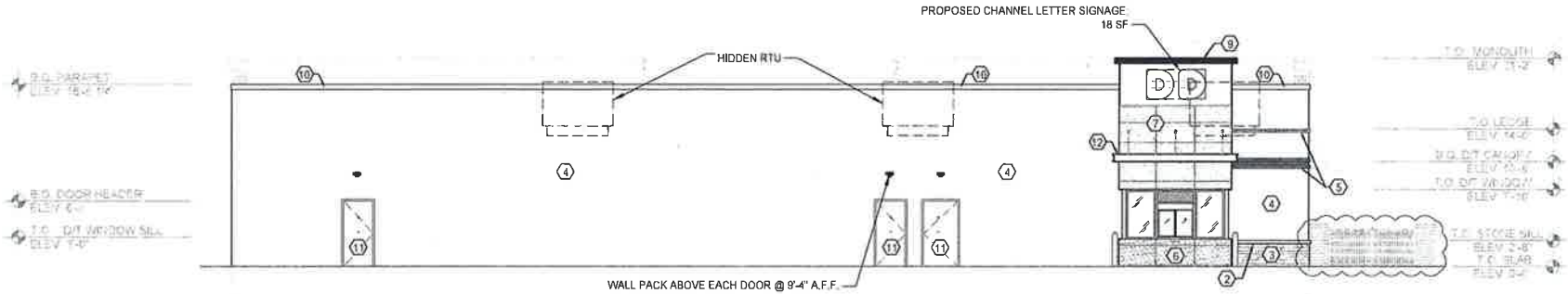
CANVAS AWNING:
COLOR: G.C TO VERIFY BLACK CANVAS WITH ARCHITECT



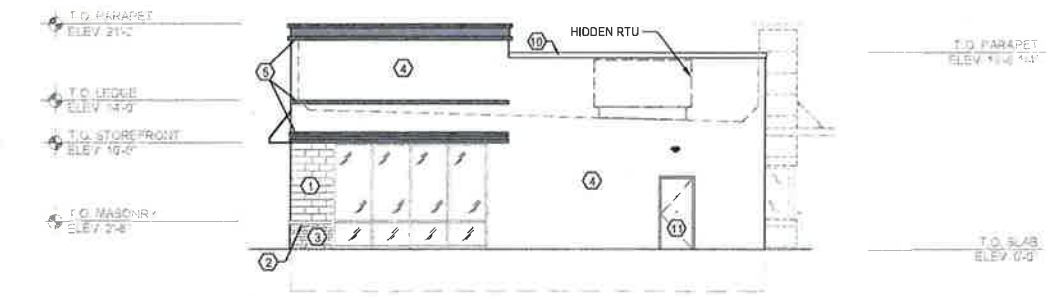
1 EAST ELEVATION
ELEV SCALE: 1/8" = 1'-0"



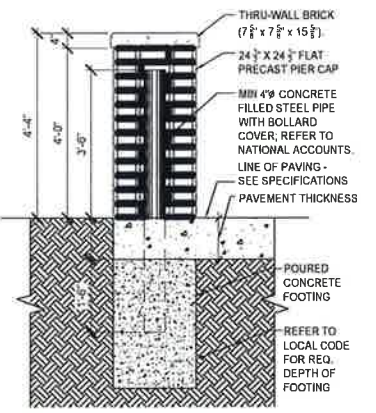
2 SOUTH ELEVATION
ELEV SCALE: 1/8" = 1'-0"



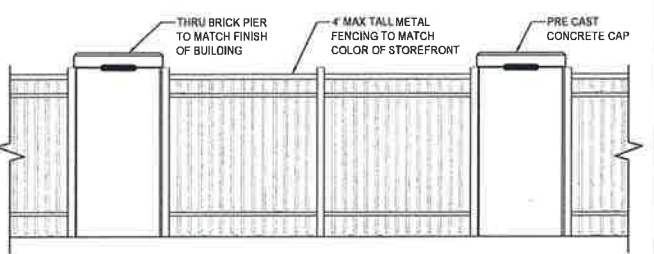
3 WEST ELEVATION
ELEV SCALE: 1/8" = 1'-0"



4 NORTH ELEVATION
ELEV SCALE: 1/8" = 1'-0"



5 BRICK PIER W/ BOLLARD DETAIL
ELEV 1/2" = 1'-0"



6 BRICK PIER AND FENCING ELEVATION
ELEV 1/2" = 1'-0"

MRV

ARCHITECTS, INC.

1000 HUNTERS GREEN BLVD
MILLINGTON, TN 38149
TEL: 615-481-1111

RECEIVED
OCT 30 2019
COMMUNITY DEVELOPMENT DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
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ISSUE DATE: 8-4-2019
PROJECT NUMBER: 1904
DRAWN BY: J. WALKER
CHECKED BY: M. VALENZUELA
MVA

SHEET NAME
EXTERIOR ELEVATIONS

SHEET NUMBER
ELEV

EXHIBIT G



1 EAST ELEVATION
ELEV SCALE: 3/32" = 1'-0"



2 SOUTH ELEVATION
ELEV SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION
ELEV SCALE: 3/32" = 1'-0"



4 WEST ELEVATION
ELEV SCALE: 3/32" = 1'-0"

EXHIBIT H

MRV

ARCHITECTS, INC.

5185 TOLLVIEW DR., SUITE 197
ROLLING MEADOWS, IL 60008
TEL: 724-318-2149

MRV ARCHITECTS, INC. 2019
ALL DRAWINGS, SPECIFICATIONS, PLANS AND CONCEPTS ARE INSTRUMENTS OF SERVICE AND THEREFORE ARE PROPERTY OF MRV ARCHITECTS, INC. THEY MAY NOT BE REPRODUCED, COPIED OR REPRODUCED WITHOUT PERMISSION AND EXPRESS WRITTEN CONSENT FROM MRV ARCHITECTS, INC.

RECEIVED
OCT 30 2019
COMMUNITY DEVELOPMENT
DEPT

PROPOSED TENANT BUILDING
JMP RE HOLDINGS, LLC
E NORTH AVE & COUNTRY FARM ROAD
CAROL STREAM, IL


| REV | DATE | DESCRIPTION |
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DATE: 8-2-2019
PROJECT NUMBER: 1908
DRAWN BY: J. VALDES
CHECKED BY: M. VAUGHN

SHEET NAME
EXTERIOR RENDERINGS

SHEET NUMBER
CE1.0

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: October 28, 2019
RE: 1160 N. Gary Avenue, Woodspring Suites – Acceptance of Public Improvements and Release of Security for Public Improvements

As part of the development of the property located at 1160 N. Gary Avenue, Holladay Properties proposed to extend a bike path along Old Gary Avenue to their north property line, relocate two public fire hydrants and install storm sewer that benefits the drainage of the Old Gary Avenue right-of-way.

The developer has submitted the necessary paperwork including: waivers of lien, a bill of sale, and a maintenance security. Engineering staff has inspected the items to be accepted and Holladay Properties has corrected deficiencies identified by village staff. The Village Attorney has reviewed and approved the bill of sale.

We therefore recommend that the public improvements related to the Holladay Properties – Woodspring Suites site (1160 N. Gary Avenue) be accepted by the Village of Carol Stream and the Security for Public Improvements in the amount of \$53,740.65 be released.

For future reference, the Bill of Sale with exhibit and the Inventory of Public Improvements shall be attached to the Resolution per the Village Attorney's recommendation.

Cc: Bill Cleveland, Director of Engineering Services
Phil Modaff, Director of Public Works
Jon Batek, Finance Director
James Rhodes, Village Attorney

Attachments:
Bill of Sale w. Exhibit 1
Inventory of Public Improvements

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND
RELEASE OF SECURITY FOR PUBLIC IMPROVEMENTS -
WOODSPRING SUITES, 1160 N. GARY AVENUE**

WHEREAS, the public improvements for Woodspring Suites located at 1160 N. Gary Avenue have been completed in conformance with the approved plans and specifications, and a bill of sale has been received.

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

SECTION 1: That the Village of Carol Stream does hereby accept the public improvements and release of security for public improvements in the amount of \$53,740.65 for Woodspring Suites, 1160 N. Gary Avenue, PIN No. 02-20-403-009. The Bill of Sale for the Public Improvements for Woodspring Suites Hotel, Lot 1 in the Gary Avenue Subdivision is attached hereto and marked Exhibit A along with the Inventory of Public Improvements marked Exhibit B.

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

PASSED AND APPROVED THIS 4th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**Bill of Sale for
the Public Improvements for
Woodspring Suites Hotel, Lot 1 in the
Gary Avenue Subdivision**

Seller, HP WS-IV Carol Stream, LLC the "Owner") is the current owner of the real property comprising of Lot 1 in the Gary Avenue Subdivision (referred to as the "Subdivision"), which is located at 1160 N. Gary Avenue, Carol Stream, Illinois. The Plat of Subdivision was filed on March 27, 2007 with the DuPage County Recorder of Deeds Office and recorded as Document Number R2007-055851, and is incorporated herein by reference. In accordance with the applicable provisions of the Subdivision Code of the Village of Carol Stream, the Owner caused certain improvements to be constructed in the Old Gary Avenue right-of-way, including but not limited to a multi-use path, fire hydrants and storm sewer, and caused storm sewer and a multi-use path to be constructed within a parcel of land (PIN: 02-20-403-009) owned by the Village of Carol Stream, and caused a multi-use path to be constructed within a portion of a Landscape and Pathway Easement granted pursuant to The Plat of Subdivision recorded with the DuPage County Recorder of Deeds as Document Number R2007-055851 (the "Easement"). All such improvements are referred to as the "Public Improvements".

In accordance with the applicable provisions of Section 7-6-1 (Acceptance of Required Land Improvements) of the Carol Stream Code of Ordinances, the Owner desires for the Village of Carol Stream ("Village") to accept the Public Improvements and to convey title to and ownership and maintenance responsibility to the Village for the Public Improvements.

The Public Improvements are described below and are located as shown on the Site Dimensional and Paving Plan page and Site Utility Plan page of a set of plans last revised January 29, 2018 and entitled Proposed Woodspring Suite Hotel, 1160 N. Gary Avenue, Carol Stream, IL 60188, a copy of which is attached hereto as Exhibit "1" and made a part hereof:

- A. All multi-use path pavement used for the passage of pedestrian and bicycle traffic located within the Old Gary Avenue right-of-way, within a parcel of land (PIN: 02-20-403-009) owned by the Village of Carol Stream and within the Easement as shown on Page 1 of Exhibit 1; and
- B. Two fire hydrants and accessory items and equipment located within the Old Gary Avenue right-of-way as shown on Page 2 of Exhibit 1; and
- C. Each and every part and item of storm sewer and drainage system, including sewer pipes and accessory items located in the Old Gary Avenue right-of-way and within a parcel of land (PIN: 02-20-403-009) owned by the Village of Carol Stream as shown on Page 2 of Exhibit 1.

The Owner, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership to the Village of Carol Stream, an Illinois municipal corporation, of the Public Improvements as described herein and as shown on the attached Exhibit 1.

The Owner covenants to the Village that: (1) the Owner is the lawful owner of the Public Improvements; (2) the Public Improvements are free from all liens and encumbrances; (3) the Owner has the right to convey title to the accepted Public Improvements; and (4) the Owner will

defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the accepted Public Improvements; and (5) the execution of this Agreement is an authorized act of the Owner.

The Owner hereby provides a limited warranty that expires at the end of day on January 24, 2020 that the Public Improvements shall not require repair or replacement due to failure of design, material or workmanship utilized in their installation.

IN WITNESS WHEREOF, the Owner has signed and sealed this Bill of Sale this 15 day of July, 2019.

By: Timothy E Healy
Name: Timothy E. Healy
Title: Manager

STATE OF INDIANA)
) SS.
COUNTY OF PORTER)

NOTARY ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that, Timothy E Healy, _____ y, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of the Owner for the uses and purposes therein set forth.

Given under my hand and official seal this 15 day of July, 2019.

Johnnie Michelle Mosier
Notary Public



Exhibit 1

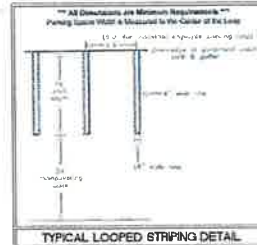
Page 1 of 2

HIGHLIGHTED ITEMS TO BE INCLUDED IN BILL OF SALE



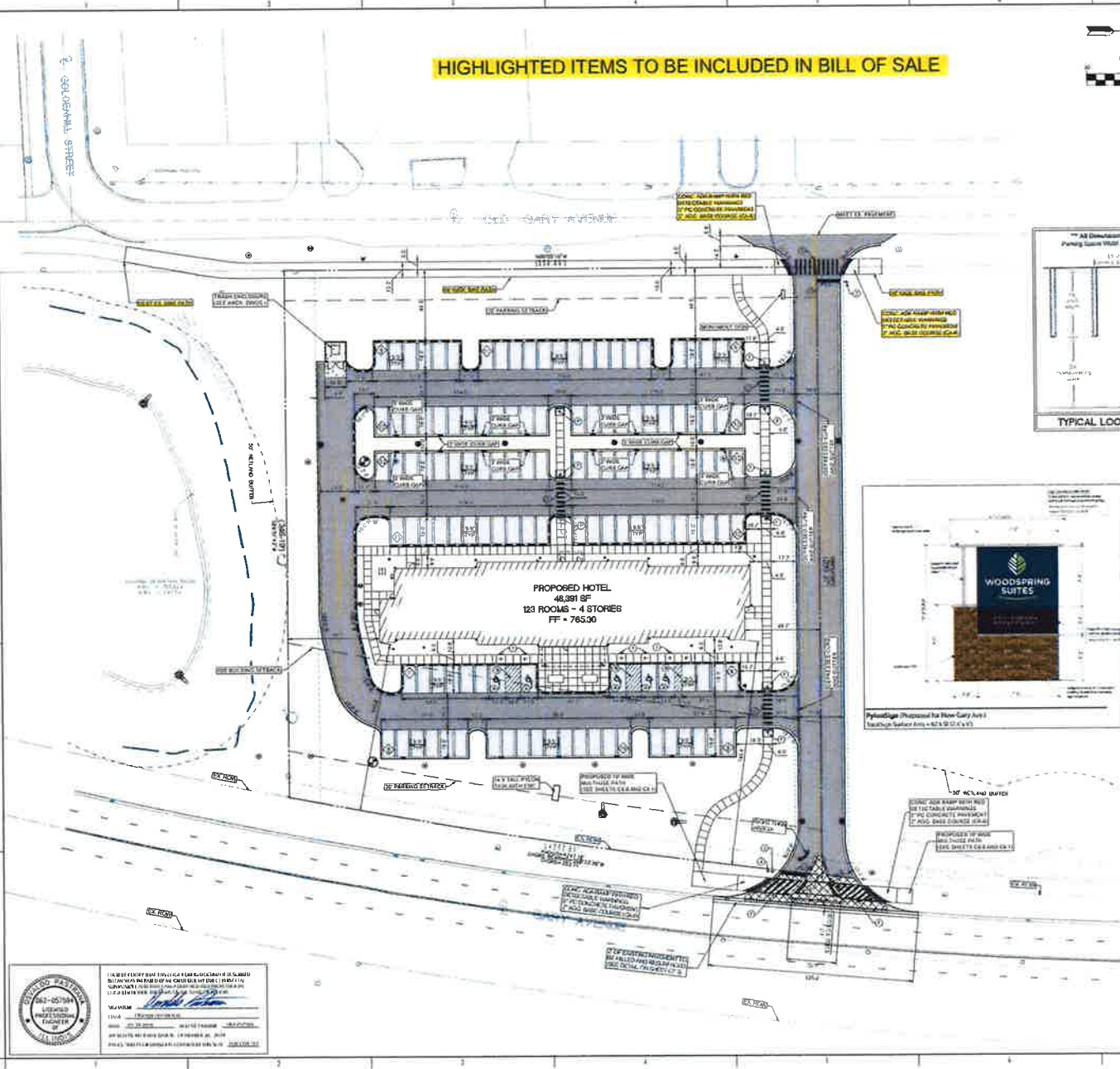
| SITE DATA | |
|-------------------------|---|
| TOTAL SITE AREA | = 131,279 SF = 3.01 AC |
| PROPOSED BUILDING | = 123 ROOM 4 STORY HOTEL 46'-11" HEIGHT |
| TOTAL BUILDING AREA | = 48,391 G.S.F. (ALL 4 STORIES) |
| BUILDING FOOTPRINT AREA | = 12,114 G.S.F. |
| FLOOR AREA RATIO | = 0.24 |
| PARKING SUMMARY | |
| PARKING REQUIRED | = 1 SPACE PER UNIT + 1 SPACE PER EMPLOYEE = 178 SPACES |
| PARKING PROVIDED | = REGULAR PARKING PROVIDED = 126 SPACES HANDICAP PARKING PROVIDED = 5 SPACES |
| TOTAL PARKING PROVIDED | = 131 SPACES |

| PAVEMENT MARKING AND SIGN LEGEND | |
|----------------------------------|---|
| (1) | 30" x 6" HANDICAP PARKING SIGN (17319) WITH 20% HANE |
| (2) | 41" x 7" STOP SIGN (20 41M) |
| (3) | 40.5" HIGH TURN ONLY SIGN (OPTION) |
| (4) | 30.5" x 18" LEFT TURN SIGN (OPTION) |
| (5) | HANDICAP SYMBOL PER LATEST ADA STANDARDS |
| (6) | 4" SOLID YELLOW STRIPE AT 30° CC AT 45 DEGREE |
| (7) | 4" SOLID YELLOW STRIPE (TYP) |
| (8) | 2" x 12" WHITE STRIPE (TOP AND BOTTOM) 4" BEFORE SIGNAL CONCERNING 1" x 12" SIGN (SEE DETAIL ON SHEET C3.0) |
| (9) | BI-CYCLE AND SCOOTER STRIPE CROSSWALK WITH PAVEMENT (SEE DETAIL ON SHEET C7.5) |



- GENERAL NOTES**
- ALL DIMENSIONS AND CURB RACK AND TO-FACE OR CURB WELLS OTHERWISE NOTED
 - ALL CURB SHALL BE 8" x 12" CURB AND CUTTER
 - ALL SIDEWALK SHALL BE COMBINATION SIDEWALK AND BARRIER CURB AND SHALL BE ARCHITECTURALLY CAST ACCORDING TO THE DETAIL
 - ALL RACK AND 5" P UNLESS OTHERWISE NOTED
 - ALL SITE SIGNAGE SHALL BE IN CONFORMANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARD, LATEST EDITION
 - PARKING SPACES SHALL BE ANGLED AT 90° TO THE ASSOCIATED DRIVE ANGLE UNLESS OTHERWISE NOTED
 - DET TABLE MARKING STRIPS WITH TRUNCATED DOMES ON ALL CURB RAMPS SHALL COMPLY WITH 19" x 15" DET TABLE MARKING STRIPS WITH TRUNCATED DOMES PER MUTCD STANDARD 315.04
 - REFER TO ARCHITECTURAL AND SIGNAGE PLANS FOR ANY ADDITIONAL SITE SIGNAGE AND PAVEMENT MARKINGS
 - ALL TRAFFIC SIGNS SHALL BE INSTALLED AT 7' HIGH MEASURED FROM THE GROUND ELEVATION TO THE BOTTOM OF SIGN
 - ALL TRAFFIC SIGNSTACING THE COUNTY HIGHWAY ARE REQUIRED TO BE INSTALLED BY DUKE COUNTY PERSONNEL. CONTRACTOR TO COORDINATE WITH THE COUNTY DOT
 - ALL TRAFFIC SIGNS SHALL BE INSTALLED ON DOWNSIDE OF HIGHWAY EXCEPT AS NOTED

| SITE PAVING LEGEND | |
|--------------------|--|
| | HEAVY DUTY ASPHALT PAVEMENT 1" x 1" IN LUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX C, 100 7" x 7" IN LUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX C, 100 12" AGGREGATE BASE COURSE, TYPE B (DOT GRAD CA 6) |
| | LIGHT DUTY ASPHALT PAVEMENT 1" x 1" IN LUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX C, 100 7" x 7" IN LUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX C, 100 12" AGGREGATE BASE COURSE, TYPE B (DOT GRAD CA 6) |
| | CONCRETE PAVEMENT 8" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE (CA 6) |
| | SECTION 4 PAVEMENT 5" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE (CA 6) |
| | COMBINATION SIDEWALK AND CURB AND GUTTER PAVEMENT 8" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE (CA 6) |
| | BASE PATH ON OLD PARK AVENUE 3" x 3" IN LUMINOUS SURFACE COURSE, HOT MIX ASPHALT, MIX C, 100 9" x 9" COMPACTED AGGREGATE BASE COURSE (CA 6) |
| | CURB AND GUTTER 8" P.C. CONCRETE PAVEMENT 4" AGGREGATE BASE (CA 6) |



SEAL

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
CHICAGO, ILLINOIS 60626

DATE: 08/11/2023
PROJECT: PROPOSED WOODSPRING SUITES HOTEL
SHEET: C3.0

DESIGNED BY: [Signature]
CHECKED BY: [Signature]
IN CHARGE: [Signature]

CIVWORKS Consulting, LLC

1160 N GARY AVE, CAROL STREAM, ILLINOIS 60815
TEL: 708.331.1100
WWW.CIVWORKS.COM

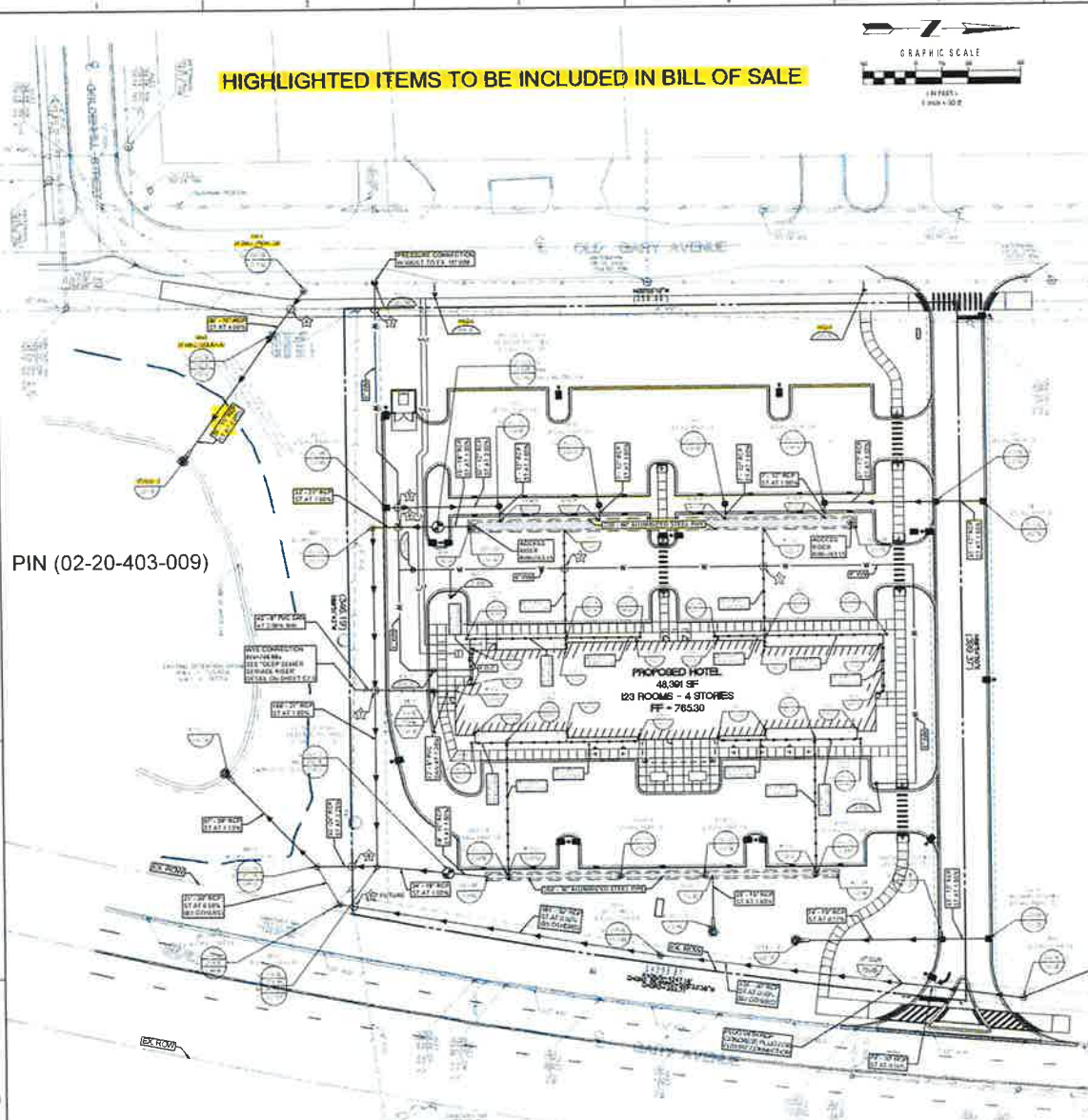
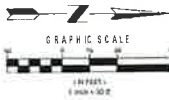
SITE DIMENSIONAL AND PAVING PLAN

PROPOSED WOODSPRING SUITES HOTEL

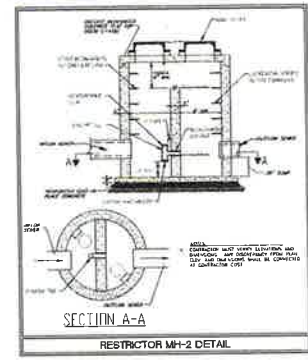
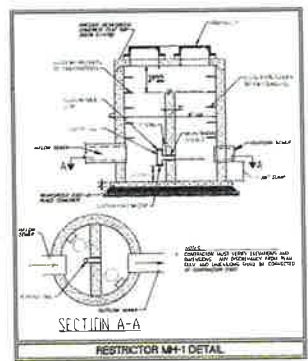
1160 N GARY AVE, CAROL STREAM, ILLINOIS

SHEET NO. **C3.0**

HIGHLIGHTED ITEMS TO BE INCLUDED IN BILL OF SALE



PIN (02-20-403-009)



- UTILITY CROSSINGS**
- ★ 1\"/>

STORM WATER SUMMARY

| | |
|----------------------------------|----------------------|
| TOTAL ON-SITE AREA | 433,203 SF = 9.91 AC |
| OFF-SITE HALF ACCESS ROAD | 4,279 SF = 0.14 AC |
| OFF-SITE DRG PATH | 1,846 SF = 0.04 AC |
| PERVIOUS IMPERVIOUS AREAS | |
| EAST SUBAREA | |
| TOTAL AREA | 55,317 SF |
| PERVIOUS AREA | 25,420 SF |
| IMPERVIOUS AREA | 29,897 SF |
| WEST SUBAREA | |
| TOTAL AREA | 75,476 SF |
| PERVIOUS AREA | 25,292 SF |
| IMPERVIOUS AREA | 50,184 SF |

DEVELOPMENTAL STORAGE/RETENTION DETENTION FOR THE SITE HAS PREVIOUSLY BEEN PROVIDED WITHIN THE EX DETENTION BASIN TO THE SOUTH OF THE SITE.

CURVE NUMBER CALCULATION:
 $EM = 43.561 \times (2.14 + 1.11) / 3.14 = 96$

1% SLOPE CONTROL CALCULATIONS:
 PRE-CURRENT STORAGE COUNTY ORDINANCE VOLUME CONTROL IS REQUIRED FOR ALL NEW IMPERVIOUS. REQUIRED VOLUME CONTROL:

EAST SUBAREA:
 TOTAL IMPERVIOUS = 29,897 = 2.54' x 32,691 SF
 VOLUME CONTROL REQ'D = 32,691 / 2' = 16,345.5 CF
 VOLUME CONTROL PROVIDED BY 30" CMP SYSTEM = 1,160 CF

VOLUME CONTROL PROVIDED BY EAST SUD DETENTION - HIGH ELEV. 755.5 TO 751.4 = 1,950 CF

TOTAL VOLUME CONTROL PROVIDED = 3,110 CF

WEST SUBAREA:
 TOTAL IMPERVIOUS = 50,184 = 7.46' x 67,148 SF
 VOLUME CONTROL REQ'D = 67,148 / 2' = 33,574 CF
 VOLUME CONTROL PROVIDED BY 30" CMP SYSTEM = 5,748 CF

- NOTES**
1. INTERFERE WITH AND DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
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 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

NOTE: THE LOCATION, DEPTH, SIZE, AND TYPE OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN AS APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH, SIZE, AND TYPE OF ALL EXISTING UTILITIES FROM RECORD DRAWINGS AND ASSESSED TO BE FULLY RESPONSIBLE FOR ALL AND ALL DAMAGES WHICH MAY BE OCCURRED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ALL EXISTING UNDERGROUND UTILITIES.

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|--------------------|
| 1 | 11/14/24 | ISSUED FOR PERMITS |
| 2 | 12/18/24 | ISSUED FOR PERMITS |
| 3 | 01/15/25 | ISSUED FOR PERMITS |
| 4 | 02/12/25 | ISSUED FOR PERMITS |
| 5 | 03/11/25 | ISSUED FOR PERMITS |
| 6 | 04/08/25 | ISSUED FOR PERMITS |
| 7 | 05/06/25 | ISSUED FOR PERMITS |
| 8 | 06/03/25 | ISSUED FOR PERMITS |
| 9 | 07/01/25 | ISSUED FOR PERMITS |
| 10 | 07/29/25 | ISSUED FOR PERMITS |
| 11 | 08/26/25 | ISSUED FOR PERMITS |
| 12 | 09/23/25 | ISSUED FOR PERMITS |
| 13 | 10/21/25 | ISSUED FOR PERMITS |
| 14 | 11/18/25 | ISSUED FOR PERMITS |
| 15 | 12/15/25 | ISSUED FOR PERMITS |
| 16 | 01/12/26 | ISSUED FOR PERMITS |
| 17 | 02/09/26 | ISSUED FOR PERMITS |
| 18 | 03/07/26 | ISSUED FOR PERMITS |
| 19 | 04/04/26 | ISSUED FOR PERMITS |
| 20 | 05/02/26 | ISSUED FOR PERMITS |
| 21 | 06/01/26 | ISSUED FOR PERMITS |
| 22 | 07/01/26 | ISSUED FOR PERMITS |
| 23 | 08/01/26 | ISSUED FOR PERMITS |
| 24 | 09/01/26 | ISSUED FOR PERMITS |
| 25 | 10/01/26 | ISSUED FOR PERMITS |
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| 89 | 02/01/32 | ISSUED FOR PERMITS |
| 90 | 03/01/32 | ISSUED FOR PERMITS |
| 91 | 04/01/32 | ISSUED FOR PERMITS |
| 92 | 05/01/32 | ISSUED FOR PERMITS |
| 93 | 06/01/32 | ISSUED FOR PERMITS |
| 94 | 07/01/32 | ISSUED FOR PERMITS |
| 95 | 08/01/32 | ISSUED FOR PERMITS |
| 96 | 09/01/32 | ISSUED FOR PERMITS |
| 97 | 10/01/32 | ISSUED FOR PERMITS |
| 98 | 11/01/32 | ISSUED FOR PERMITS |
| 99 | 12/01/32 | ISSUED FOR PERMITS |
| 100 | 01/01/33 | ISSUED FOR PERMITS |

CIVWORKS Consulting, LLC



SITE UTILITY PLAN
PROPOSED WOODSPRING SUITES HOTEL
1160 N GARY AVE, CAROL STREAM, ILLINOIS

SHEET NO. C4.0




DATE PLOTTED: 11/14/24
SCALE: AS SHOWN
PROJECT NO.: 24-0018
PROJECT NAME: PROPOSED WOODSPRING SUITES HOTEL
CLIENT: CIVILWORKS CONSULTING, LLC
DESIGNER: CIVILWORKS CONSULTING, LLC
CHECKER: CIVILWORKS CONSULTING, LLC
DATE: 11/14/24

**1160 N. Gary Avenue - Holladay Properties (Woodspring Suites)
Inventory of Public Improvements**

| ITEM | QUANTITY | UNIT | EST. UNIT PRICE | | TOTAL |
|---|----------|------|-----------------|----------|---------------------|
| Multi-Use Bike Path Pavement | | | | | |
| Existing Bike Path Pavement Remvoal | 35 | SY | \$ | 11.00 | \$ 385.00 |
| Subgrade Preparation - Fine Grading | 1312 | SY | \$ | 2.00 | \$ 2,624.00 |
| Bituminous Concrete Surface Course - 3" | 504 | SY | \$ | 18.50 | \$ 9,324.00 |
| Aggregate Base Course - 9" | 504 | SY | \$ | 15.50 | \$ 7,812.00 |
| Concrete ADA Ramps at Bike Path | 21 | SY | \$ | 45.00 | \$ 945.00 |
| Water System | | | | | |
| Remove and Replace Existing Hydrant | 2 | EA | \$ | 4,200.00 | \$ 8,400.00 |
| Storm Sewer System | | | | | |
| 4' Diameter Manhole | 2 | EA | \$ | 2,250.00 | \$ 4,500.00 |
| 15" RCP Storm Pipe | 104 | LF | \$ | 39.00 | \$ 4,056.00 |
| 15" Flared End Section | 1 | EA | \$ | 1,800.00 | \$ 1,800.00 |
| Earthwork | | | | | |
| Grading and Restoration at West Side | 423 | SY | \$ | 5.00 | \$ 2,115.00 |
| Topsoil Respread and Seeding | 790 | SY | \$ | 3.00 | \$ 2,370.00 |
| Sum of Improvements | | | | | \$ 44,331.00 |

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Ann Delort, Secretary 
DATE: October 21, 2019
RE: Raffle License Application
Heritage Lakes PTA

The Heritage Lakes PTA has submitted a raffle license application for 2 Raffle Basket fundraising events. The 1st raffle will be at the Heritage Lakes Elementary School on Saturday, December 14, 2019 during their Pancake Breakfast/Holiday Workshop from 8:00 am – 12:00 pm. The 2nd raffle will be held at the VFW hall in Wheaton, IL during their Trivia Night on Saturday, January 18, 2020 at 6:00 pm. Ticket prices will be \$1.00 per ticket for both raffles. The proceeds from this raffle will benefit the Heritage Lakes students.

Applicant is requesting a waiver of the application fee and the Manager's Fidelity Bond as indicated in the attached letter. The raffle license application and required documentation is on file in the 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 Monday, November 4, 2019 Board meeting.

Thank you.

Attachment



October 2, 2019

To Whom it May Concern,

Please use this letter as our official request to waive the fees the Village of Carol Stream charges for the Raffle Basket application. We are a non for profit organization. We will be holding our raffles on December 14th, 2019 and January 18th, 2020.

If you have any additional questions or require additional information, please contact me at 847-989-0653.

**Community Consolidated
School District 93**

Thank you for your time and attention to this matter.

230 Covington Drive
Bloomington, Illinois
60108-3106

Regards,

Janella Holshouser

Janella.holshouser@gmail.com


Tel 630-893-9393
Fax 630-539-3450
www.ccsd93.com

David H. Hill, Ed.D.
Superintendent of Schools

Heritage Lakes PTA President

Early Childhood Center
Carol Stream School
Cloverdale School
Elsie Johnson School
Heritage Lakes School
Roy DeShane School
Western Trails School
Jay Stream Middle School
Stratford Middle School

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Ann Delort, Secretary 
DATE: October 24, 2019
RE: Raffle License Application
Benjamin School District 25 Foundation

The Benjamin School District 25 Foundation is hosting a Bunco Night on Friday, November 15, 2019 from 6:30 pm – 10:00 pm at Fountain View Recreation Center and has submitted a raffle application. Raffle tickets will be sold for \$20.00 each and profits from the raffle will benefit funds for educational programs.

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 Monday, November 4, 2019.

Thank you,

Attachment



28W250 St. Charles Road
West Chicago, IL 60185

foundation@bendist25.org

October 23, 2019

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

Re: Raffle License

Dear Board Members,

The Benjamin Foundation is a non-profit charitable organization that serves Benjamin School District 25 which consists of Evergreen School in Carol Stream and Benjamin Middle School in West Chicago. The Foundation's mission is to support, enhance and enrich educational opportunities for students by providing funds for educational programs and technology initiatives that go beyond the limits of the school district's budget.

Our organization is seeking a raffle license for a Bunco Night event being held on Friday, November 15, 2019 at the Fountain View Recreation Center in Carol Stream from 6:30pm-10pm. This event's purpose is aimed at raising funds to be distributed to qualified grant applicants, teachers and staff, for use in their classrooms. Entry tickets will be sold for \$20, and raffle tickets will be distributed based on the results of Bunco games. The funds directly enrich the education that the students in District 25 receive. Even a small fee the organization would spend on obtaining a license takes away from the students in Benjamin District 25.

As previously indicated above, we are a non-for-profit organization, and I am asking that you please accept this letter as a request to waive the raffle license fee and the fidelity bond fee. Thank you for your time and attention to this matter.

Respectfully,

A handwritten signature in cursive script that reads "Tracy M Szajda".

Tracy Szajda
Benjamin Foundation for Educational Excellence, president

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04, 2019**

AGENDA ITEM
L-1 11/4/19

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-------------------|-----------------------|-----------------------------|--------------------|-----------------------|
| ABSOLUTE FIRE PROTECTION INC | | | | | |
| VH-SPRINKLER INSPECTION 10/15/19 | 750.00 | 01680000-52244 | MAINTENANCE & REPAIR | 10988 | |
| | <u>750.00</u> | | | | |
| ACCURATE OFFICE SUPPLY CO | | | | | |
| OFFICE SUPPLIES | 6.90 | 01610100-53314 | OFFICE SUPPLIES | 494914 | |
| OFFICE SUPPLIES | 39.63 | 01662600-53314 | OFFICE SUPPLIES | 494150 | |
| OFFICE SUPPLIES | 133.79 | 01610100-53314 | OFFICE SUPPLIES | 494741 | |
| OFFICE SUPPLIES | 171.91 | 01662600-53314 | OFFICE SUPPLIES | 494151 | |
| OFFICE SUPPLIES | 372.51 | 01662600-53314 | OFFICE SUPPLIES | 495185 | |
| | <u>724.74</u> | | | | |
| ACE ANIMAL CONTROL INC | | | | | |
| TRAP RACCOONS IN WELLHOUSE (PWC) | 225.00 | 04201600-52244 | MAINTENANCE & REPAIR | 115 | |
| | <u>225.00</u> | | | | |
| ALL TRAFFIC SOLUTIONS INC | | | | | |
| SIGN 4 TRAFFIC CLOUD, WARRANTY RENEWAL | 1,500.00 | 01662300-54412 | OTHER EQUIPMENT | SIN024135 | |
| | <u>1,500.00</u> | | | | |
| AMERICAN PUBLIC WORKS ASSOCIATION | | | | | |
| IPSI 2020-HOUSTON 4/26/20-5/1/20 | 347.50 | 04100100-52223 | TRAINING | IPSI 2020-HOUSTON | |
| IPSI 2020-HOUSTON 4/26/20-5/1/20 | 347.50 | 04200100-52223 | TRAINING | IPSI 2020-HOUSTON | |
| | <u>695.00</u> | | | | |
| AMERICAN ROAD MAINTENANCE | | | | | |
| ASPHALT REJUVENATOR | 116,179.29 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | M19027 PO-462596 | |
| | <u>116,179.29</u> | | | | |
| B & F CONSTRUCTION CODE SERVICES, INC | | | | | |
| 550 CENTER-SPRINKLER REVIEW 19-51278-FIRE | 2,337.00 | 01643700-52253 | CONSULTANT | 52406 | |
| | <u>2,337.00</u> | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---------------------------------------|------------------|-----------------------|-----------------------------|---------------------|-----------------------|
| BAXTER & WOODMAN INC | | | | | |
| DESIGN WRC DE-WATERING PO-3738 | 7,600.00 | 04101100-54480 | CONSTRUCTION | 0209180 | 20200044 |
| FY20 WRC-PERMIT COMPLIANCE | 438.75 | 04101100-52253 | CONSULTANT | 0209179 PO-3400 | |
| | 8,038.75 | | | | |
| BEARY LANDSCAPING | | | | | |
| 412 THUNDERBIRD-WEEDS MOWING | 287.44 | 01642100-52260 | WEED MOWING | 146106 | |
| FY20 PLANT BED MAINTENANCE (PO-3695) | 832.50 | 01670400-52272 | PROPERTY MAINTENANCE | 135606-2 | 20200008 |
| LANDSCAPE MAINTENANCE OCT 2019 | 10,299.57 | 01670400-52272 | PROPERTY MAINTENANCE | 144129 | 20200039 |
| | 11,419.51 | | | | |
| CARYL REBHOLZ | | | | | |
| IPERLA 2020-REBHOLZ 10/27/19-10/30/19 | 154.28 | 01600000-52223 | TRAINING | IPERLA 2020-REBHOLZ | |
| | 154.28 | | | | |
| CITY ELECTRIC SUPPLY | | | | | |
| LED FIXTURES | 10,736.52 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | GUR/088892 PO-3751 | |
| PHOTO CELLS | 3,378.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | GUR/088937 PO-3756 | |
| | 14,114.52 | | | | |
| COMED | | | | | |
| 1350 TALL OAKS DR 9/17/19-10/16/19 | 56.94 | 04101500-53210 | ELECTRICITY | 2073133107 10/16/19 | |
| 192 YUMA LN 9/17/19-10/16/19 | 45.59 | 01670300-53213 | STREET LIGHT ELECTRICITY | 0501137042 10/16/19 | |
| 401 TOMAHAWK CT 9/17/19-10/16/19 | 71.66 | 01670300-53213 | STREET LIGHT ELECTRICITY | 0723076266 10/16/19 | |
| 633 THUNDERBIRD 9/17/19-10/16/19 | 120.97 | 01670300-53213 | STREET LIGHT ELECTRICITY | 0455095075 10/16/19 | |
| MASTER ACCT-5028 9/16/19-10/18/19 | 318.17 | 01670300-53213 | STREET LIGHT ELECTRICITY | 5853045025 10/18/19 | |
| SW-MORTON & LIES 9/25/19-10/24/19 | 226.19 | 01670300-53213 | STREET LIGHT ELECTRICITY | 0815164035 10/24/19 | |
| | 839.52 | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <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 ENDTHORNHILL 9/16/19-10/15/19 | 94.11 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-6 10/16/19 | |
| 1345 GEORGETOWN DR 9/18/19-10/17/19 | 21.79 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-7 10/18/19 | |
| 301 ANTELOPE TRL 9/17/19-10/16/19 | 66.62 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-11 10/17/19 | |
| 391 FLINT TRL 9/17/19-10/16/19 | 53.45 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-12 10/17/19 | |
| 403 SIOUX LN 9/17/19-10/16/19 | 22.55 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-3 10/17/19 | |
| 451 N SILVERLEAF BLVD 9/17/19-10/16/19 | 41.85 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-1 10/17/19 | |
| 491 CHEYENNE TRL 9/17/19-10/16/19 | 22.27 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-9 10/17/19 | |
| 500 N GARY-LITE R/25 9/17/19-10/16/19 | 110.99 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-5 10/17/19 | |
| 506 CHEROKEE CT 9/17/19-10/16/19 | 46.86 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-4 10/17/19 | |
| 512 CANYON TRL 9/17/19-10/16/19 | 20.16 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-8 10/17/19 | |
| 594 NEZ PERCE CT 9/17/19-10/16/19 | 22.39 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-14 10/17/19 | |
| 796 PAWNEE DR 9/17/19-10/16/19 | 60.04 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-15 10/17/19 | |
| 880 PAPOOSE CT 9/17/19-10/16/19 | 107.72 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-13 10/17/19 | |
| 990 DEARBORN CIR 9/17/19-10/16/19 | 60.46 | 01670300-53213 | STREET LIGHT ELECTRICITY | 7280332-10 10/17/19 | |
| | 751.26 | | | | |
| CORE & MAIN LP | | | | | |
| B-BOX PARTS | 40.04 | 04201600-53317 | OPERATING SUPPLIES | L336375 | |
| | 40.04 | | | | |
| COVERALL NORTH AMERICA INC | | | | | |
| JANITORIAL SVCS 10/1/19-10/31/19 | 1,422.00 | 01670100-52276 | JANITORIAL SERVICES | 1010646549 | 20200003 |
| | 1,422.00 | | | | |
| DUPAGE CO JUDICIAL CENTER | | | | | |
| 4-POLICE SQUAD CAR ZEBRA PRINTERS | 2,400.00 | 01662700-52244 | MAINTENANCE & REPAIR | CS5421 | |
| | 2,400.00 | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|------------------|-----------------------|----------------------------|--------------------|-----------------------|
| DUPAGE MAYORS AND MANAGERS CONFERENCE | | | | | |
| ATTENDANCE TO SEPT 2019 | 40.00 | 01520000-52222 | MEETINGS | 10911A | |
| ATTENDANCE TO SEPT 2019 | 40.00 | 01590000-52222 | MEETINGS | 10911A | |
| ATTENDANCE TO SEPT 2019 | 80.00 | 01670100-52222 | MEETINGS | 10911A | |
| | 160.00 | | | | |
| DYNEGY ENERGY SERVICES, LLC | | | | | |
| 124 GERZEVSKE LN-PW 3054113024 9/16/19-10, | 1,669.93 | 04201600-53210 | ELECTRICITY | 275664019101-3 | |
| 1348 CHARGER CT-2496057000 9/16/19-10/14/: | 330.66 | 04101500-53230 | NATURAL GAS | 275664019101-2 | |
| 191 TUBEWAY DR-0111013079 9/6/19-10/6/19 | 519.44 | 04101500-53230 | NATURAL GAS | 275664019101-1 | |
| 300 KUHN RD-3963097040 9/17/19-10/15/19 | 1,915.46 | 04201600-53210 | ELECTRICITY | 275664019101-4 | |
| | 4,435.49 | | | | |
| EARTH INC | | | | | |
| 124 GERZEVSKE-STONE FOR BACKFILL | 4,210.00 | 04201600-53317 | OPERATING SUPPLIES | 21651 PO-3765 | |
| STONE SIDEWALK RESTORATION | 390.56 | 04201600-52286 | PAVEMENT RESTORATION | 21721 | |
| | 4,600.56 | | | | |
| EQUIPMENT BLADES INC | | | | | |
| OC PLOW BLADES | 2,339.50 | 01696200-53354 | PARTS PURCHASED | 019561 | |
| | 2,339.50 | | | | |
| EUGENE A DE ST AUBIN & BROS INC | | | | | |
| 1135 SPRING VALLEY-IRMA CLAIM REIMB. | 650.00 | 01670700-52268 | TREE MAINTENANCE | 1830 | |
| 1279 ROBIN DR-IRMA CLAIM REIMB. | 650.00 | 01670700-52268 | TREE MAINTENANCE | 1831 | |
| 1352 ROLLING OAKS-PAVEMENT RESTORE. | 290.00 | 04201600-52286 | PAVEMENT RESTORATION | 1826 | |
| 380 ARROWHEAD-IRMA CLAIM REIMB. | 650.00 | 01670700-52268 | TREE MAINTENANCE | 1829 | |
| 454 THUNDERBIRD-IRMA CLAIM REIMB. | 450.00 | 01670700-52268 | TREE MAINTENANCE | 1827 | |
| FALL 19 TREE PLANTING | 13,761.00 | 01670700-52268 | TREE MAINTENANCE | 1826 PO-3755 | |
| | 16,451.00 | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-----------------|-----------------------|----------------------------|--------------------|-----------------------|
| EXAMINER PUBLICATIONS INC | | | | | |
| FY19-TREASURERS REPORT | 625.50 | 01520000-52240 | PUBLIC NOTICES/INFORMATION | 54523 | |
| | <u>625.50</u> | | | | |
| FEECE OIL CO | | | | | |
| B-20 DIESEL FUEL | 1,546.02 | 01696200-53356 | GAS PURCHASED | 3659075 | |
| OC OIL | 1,337.49 | 01696200-53354 | PARTS PURCHASED | 3654604 | |
| | <u>2,883.51</u> | | | | |
| FLOOD BROTHERS DISPOSAL | | | | | |
| YARD WASTE STICKERS 18123001-18123500 | 1,100.00 | 01-14120 | YARD WASTE STICKERS | 4598034 | |
| | <u>1,100.00</u> | | | | |
| GOVTEMPSUSA LLC | | | | | |
| ACCOUNTS CLERK-A RETSKE 10/13/19, 10/20/19 | 1,120.00 | 04103100-52253 | CONSULTANT | 2895172 | |
| ACCOUNTS CLERK-A RETSKE 10/13/19, 10/20/19 | 1,120.00 | 04203100-52253 | CONSULTANT | 2895172 | |
| AMR ASSISTANCE-M SCHULTZ 10/13/19, 10/20/1 | 2,089.71 | 04201400-52253 | CONSULTANT | 2895173 | 20200001 |
| OFFICE MANAGER-D KALKE 10/13/19, 10/20/19 | 2,463.36 | 01590000-52253 | CONSULTANT | 2895171 | |
| | <u>6,793.07</u> | | | | |
| ILLINOIS PHLEBOTOMY SERVICES LLC | | | | | |
| PHLEBOTOMY SERVICES 8/8, 8/25, 9/14/19 | 1,275.00 | 01662300-53317 | OPERATING SUPPLIES | 1013 | |
| | <u>1,275.00</u> | | | | |
| JET BRITE CAR WASH INC | | | | | |
| CAR WASHES-SEPT 2019 | 138.00 | 01662700-52244 | MAINTENANCE & REPAIR | 3755 | |
| | <u>138.00</u> | | | | |
| LMCC | | | | | |
| FAMILY CODE COURSE-MICHELE & STEVE 11/11- | 290.00 | 01643700-52223 | TRAINING | ICC CERT 2019 | |
| | <u>290.00</u> | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-----------------|-----------------------|----------------------------|----------------------|-----------------------|
| LRS HOLDINGS LLC | | | | | |
| HAULING 10/4/19 | 280.00 | 01670500-52265 | HAULING | 0004286988 | |
| | 280.00 | | | | |
| MARK E RADABAUGH | | | | | |
| MEETING-TAPING/EDITING 10/21/19 | 150.00 | 01590000-52253 | CONSULTANT | 19-0137 | |
| | 150.00 | | | | |
| MICHELE LOPEZ | | | | | |
| IPSI 10/6/19-10/11/19 | 15.90 | 01670100-52223 | TRAINING | IPSI 2019-LOPEZ | |
| | 15.90 | | | | |
| MIDWEST METER INC | | | | | |
| ITRON MOBILE RADIO PO-4601801 | 3,650.00 | 04103100-54412 | OTHER EQUIPMENT | 0115915-IN PO-1801 | |
| ITRON MOBILE RADIO PO-4601801 | 3,650.00 | 04203100-54412 | OTHER EQUIPMENT | 0115915-IN PO-1801 | |
| | 7,300.00 | | | | |
| NAPCO STEEL INC | | | | | |
| OC STEEL | 120.00 | 01696200-53354 | PARTS PURCHASED | 433511 | |
| | 120.00 | | | | |
| NICOR | | | | | |
| 124 GERZEVSKE LN-WELL #4 9/16/19-10/17/19 | 35.61 | 04201600-53230 | NATURAL GAS | 13811210007 10/17/19 | |
| 1348 CHARGER CT 9/19/19-10/18/19 | 113.31 | 04101500-53230 | NATURAL GAS | 86606011178 10/21/19 | |
| 200 TUBEWAY DR 9/17/19-10/16/19 | 36.09 | 04101500-53230 | NATURAL GAS | 14309470202 10/18/19 | |
| | 185.01 | | | | |
| PENN CREDIT | | | | | |
| PENN CREDIT COLLECTION 9/1/19-9/30/19 | 25.50 | 01000000-45420 | FALSE ALARMS - FINES | 117330 | |
| PENN CREDIT COLLECTION FEES 9/1/19-9/30/19 | 35.70 | 01000000-45402 | ORDINANCE FORFEITS | 117329 | |
| | 61.20 | | | | |

**Village of Carol Stream
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For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-------------------|-----------------------|---|----------------------|-----------------------|
| PETTY CASH | | | | | |
| PETTY CASH 11/04/19 | 999.45 | 01-10307 | PETTY CASH | PETTY CASH 11/04/19 | |
| | <u>999.45</u> | | | | |
| PLOTE CONSTRUCTION INC | | | | | |
| 2019 FLEXIBLE PAVEMENT PROGRAM | 47,055.90 | 06320000-54470 | STREET RESURFACING | 190200.07 PO-462591 | |
| 2019 FLEXIBLE PAVEMENT PROGRAM | 146,448.04 | 06-21112 | RETAINAGE - PLOTE | 190200.07 PO-462591 | |
| | <u>193,503.94</u> | | | | |
| REFUNDS MISC | | | | | |
| REFUND 242509-DOUPLICATE PAYMENT | 30.00 | 01000000-45402 | ORDINANCE FORFEITS | TICKET 242509 | |
| REFUND 242654-DOUBLE PAYMENT | 30.00 | 01000000-45402 | ORDINANCE FORFEITS | TICKET 242654 | |
| STORMWATER SMA REVIEW REFUND #1818645 | 700.00 | 01-24321 | STORMWATER REVIEW FEE SECUR550 CENTER AVE | | |
| STORMWATER SMA REVIEW REFUND #1958998 | 1,200.00 | 01-24321 | STORMWATER REVIEW FEE SECUR550 CENTER AVE | | |
| TICKET 242412 REFUND-DUPLICATE PAYMENT | 100.00 | 01000000-45402 | ORDINANCE FORFEITS | TICKET 242412 | |
| TICKET 243210 REFUND-DOUBLE PAYMENT | 100.00 | 01000000-45402 | ORDINANCE FORFEITS | TICKET 243210 | |
| | <u>2,160.00</u> | | | | |
| REFUNDS PRESERVATION BONDS | | | | | |
| DRIVEAWAY BOND REFUND #2147818 19-51014- | 300.00 | 01-24302 | ESCROW - GRADING | 1387 LINCOLNSHIRE CT | |
| DRIVEWAY BOND REFUND #2090763 19-0429-DF | 300.00 | 01-24302 | ESCROW - GRADING | 750 THUNDERBIRD TRL | |
| DRIVEWAY BOND REFUND #2126247 19-5778-DF | 300.00 | 01-24302 | ESCROW - GRADING | 1450 MAPLE RIDGE CT | |
| DRIVEWAY BOND REFUND #2159049 19-51132-L | 300.00 | 01-24302 | ESCROW - GRADING | 1249 BOA TRAIL | |
| DRIVEWAY BOND REFUND #2171714 19-51253-L | 300.00 | 01-24302 | ESCROW - GRADING | 1336 SPRING VALLEY | |
| DRIVEWAY BOND REFUND #2172344 19-51261-L | 300.00 | 01-24302 | ESCROW - GRADING | 817 DUGOUT | |
| DRIVEWAY BOND REFUND #2180443 19-51317-L | 300.00 | 01-24302 | ESCROW - GRADING | 341 ALABAMA TRL | |
| DRIVEWAY BOND REFUND #2185850 19-51364-L | 300.00 | 01-24302 | ESCROW - GRADING | 837 HURON CT | |
| PATIO BOND REFUND #2149874 19-51045-PATI | 200.00 | 01-24302 | ESCROW - GRADING | 1112 EDINGTON LANE | |
| PATIO BOND REFUND #2170427 19-51240-PATI | 200.00 | 01-24302 | ESCROW - GRADING | 136 YUMA | |
| | <u>2,800.00</u> | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|---|------------------|-----------------------|-----------------------------|--------------------|-----------------------|
| REFUNDS TAX STAMPS | | | | | |
| 512 NEBRASKA CIR REFUND STAMP 30952 | 567.00 | 01000000-41208 | REAL ESTATE TRANSFER TAX | STAMP 30952 | |
| | 567.00 | | | | |
| RUSH TRUCK CENTERS | | | | | |
| OC BRAKE VALVE | 316.29 | 01696200-53354 | PARTS PURCHASED | 3017069105 | |
| OC EVAPORATOR | 250.00 | 01696200-53354 | PARTS PURCHASED | 3016966274 | |
| OC HOSE | 186.26 | 01696200-53354 | PARTS PURCHASED | 3016963327 | |
| OC HOSES | 201.91 | 01696200-53354 | PARTS PURCHASED | 3016948422 | |
| OC MIRROR | 329.43 | 01696200-53354 | PARTS PURCHASED | 3016844389 | |
| OC PARTS-A/C LINE | 243.81 | 01696200-53354 | PARTS PURCHASED | 3016963314 | |
| OC RETURN | -619.97 | 01696200-53354 | PARTS PURCHASED | 3017086503 | |
| OC SEAT | 375.87 | 01696200-53354 | PARTS PURCHASED | 3017086472 | |
| | 1,283.60 | | | | |
| STALWORTH UNDERGROUND, LLC | | | | | |
| FAIR OAKS-RETAINING WALL REPAIR | 6,800.00 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | 00002 PO-462603 | |
| | 6,800.00 | | | | |
| STEPHEN F SCHMIDT CONSULTING, INC. | | | | | |
| POLICE ADMIN-S SCHMIDT 10/22, 10/31/19 | 3,709.68 | 01660100-52253 | CONSULTANT | SCHMIDT 10/31/19 | |
| | 3,709.68 | | | | |
| THEODORE POLYGRAPH SERVICE | | | | | |
| POLYGRAPH-J MORA 10/23/19 | 175.00 | 01510000-52228 | PERSONNEL HIRING | 6824 | |
| | 175.00 | | | | |
| TIF 3 NORTH AND SCHMALE RD | | | | | |
| TIF3 NORTH/SCHMALE OCT 2019 | -32,891.61 | 22000000-49340 | SALES TAX CONTRIB - RDA#1 | TIF3 10/31/19 | |
| TIF3 NORTH/SCHMALE OCT 2019 | 32,891.61 | 01720000-58340 | SALES TAX TFR - RDA#1 | TIF3 10/31/19 | |
| TIF3 NORTH/SCHMALE OCT 2019 | 32,891.61 | 22-11105 | CASH - TRUST | TIF3 10/31/19 | |
| | 32,891.61 | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|--|-----------------|-----------------------|-----------------------------|--------------------|-----------------------|
| TRANSYSTEMS CORPORATION | | | | | |
| LIES RD 2019 PHASE 3 PO-462584 | 5,166.03 | 11740000-55486 | ROADWAY CAPITAL IMPROVEMENT | INV-0003504487 | |
| | <u>5,166.03</u> | | | | |
| TYCO FIRE & SECURITY (US)MGMT INC | | | | | |
| KUHN RD-EMERGENCY REPAIR | 2,545.22 | 04201600-52244 | MAINTENANCE & REPAIR | 86277914 | |
| | <u>2,545.22</u> | | | | |
| U S POSTMASTER | | | | | |
| POSTAGE OCT 2019 WATER BILLS | 2,172.27 | 04103100-52229 | POSTAGE | 1529 10/31/19 | |
| POSTAGE OCT 2019 WATER BILLS | 2,172.27 | 04203100-52229 | POSTAGE | 1529 10/31/19 | |
| | <u>4,344.54</u> | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04,2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|-----------------------------------|-----------------|-----------------------|----------------------------|---------------------|-----------------------|
| VERIZON WIRELESS | | | | | |
| CELL PHONES 9/14/19-10/13/19 | 36.01 | 01662700-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 38.01 | 01652800-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 43.86 | 01642100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 56.71 | 01610100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 56.71 | 01640100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 56.71 | 01690100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 59.11 | 01662700-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 94.72 | 01600000-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 107.96 | 01652800-53317 | OPERATING SUPPLIES | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 113.42 | 01643700-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 113.42 | 01680000-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 180.33 | 01590000-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 273.28 | 04100100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 378.27 | 01620100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 436.69 | 01652800-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 479.77 | 04200100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 532.33 | 01670100-52230 | TELEPHONE | 9840116732 10/13/19 | |
| CELL PHONES 9/14/19-10/13/19 | 3,323.39 | 01662700-52230 | TELEPHONE | 9840116732 10/13/19 | |
| | 6,380.70 | | | | |
| VOLT ELECTRIC INC | | | | | |
| HIGH SERVICE PUMP REPAIRS 10/2/19 | 2,910.00 | 04201600-52244 | MAINTENANCE & REPAIR | 7563 PO-3752 | |
| | 2,910.00 | | | | |
| WEST SIDE TRACTOR SALES | | | | | |
| OC KEYS | 23.76 | 01696200-53354 | PARTS PURCHASED | N86329 | |
| OC WHEEL | 351.64 | 01696200-53354 | PARTS PURCHASED | N85514 | |
| | 375.40 | | | | |

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 04, 2019**

| <u>Vendor / Description</u> | <u>Amount</u> | <u>Account Number</u> | <u>Account Description</u> | <u>Invoice No.</u> | <u>Purchase Order</u> |
|-----------------------------|---------------------|-----------------------|----------------------------|--------------------|-----------------------|
| WEX BANK | | | | | |
| FUEL 9/30/19 | -283.42 | 01000000-47407 | MISCELLANEOUS REVENUE | 61532993 09/30/19 | |
| FUEL 9/30/19 | 46.23 | 01652800-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 50.19 | 01660100-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 69.71 | 01643700-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 81.04 | 01622200-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 97.52 | 04200100-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 121.55 | 01620100-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 132.79 | 01680000-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 134.00 | 01696200-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 199.33 | 01670100-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 199.33 | 01670300-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 233.37 | 01642100-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 249.17 | 01670600-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 249.17 | 01670700-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 299.00 | 01670500-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 423.59 | 01670400-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 477.75 | 01664700-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 597.19 | 01662400-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 682.66 | 04201400-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 872.09 | 01670200-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 985.18 | 04101500-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 1,074.93 | 01660100-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 1,170.28 | 04201600-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| FUEL 9/30/19 | 9,793.85 | 01662700-53313 | AUTO GAS & OIL | 61532993 09/30/19 | |
| | 17,956.50 | | | | |
| GRAND TOTAL | \$495,363.32 | | | | |

The preceding list of bills payable totaling \$495,363.32 was reviewed and approved for payment.

Approved by:



Robert Mellor – Village Manager

Date: 11/1/19

Authorized by:

Frank Saverino – Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
October 22, 2019 Thru November 04, 2019

| Fund | Check # | Vendor | Description | Amount |
|---------------|---------|----------------------|---|--------------------------|
| General | A C H | Wheaton Bank & Trust | Payroll October 7, 2019 thru October 20, 2019 | 542,692.45 |
| Water & Sewer | A C H | Wheaton Bank & Trust | Payroll October 7, 2019 thru October 20, 2019 | 58,967.91 |
| | | | | <u><u>601,660.36</u></u> |

Approved this _____ day of _____, 2019

By: _____
 Frank Saverino- Mayor

 Laura Czarnecki - Village Clerk