

# Village of Carol Stream

## BOARD MEETING AGENDA DECEMBER 2, 2019 7:30 P.M.

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

### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

### **B. MINUTES:**

1. Approval of Minutes of the November 18, 2019 Village Board Meeting.

### **C. LISTENING POST:**

1. Presentation: International City/County Management Association, Senior Advisor, Gregory Bielawski, to present Assistant Village Manager, Joe Carey with the Credentialed Manager Certification. *ICMA Credentialed Managers are professional local government managers qualified by a combination of education and experience, adherence to high standards of integrity, and an assessed commitment to lifelong learning and professional development.*
2. Presentation: The American Lung Association recognizes Carol Stream Public Works Department's efforts to reduce carbon emissions by the adoption of cleaner-burning bio-diesel and will present an award to the Village along with membership in the B20 club.
3. Resolution No. 3117 Recognizing Marty Zamecnik on Twenty Years of Employment with the Village of Carol Stream.
4. Addresses from Audience (3 Minutes).

### **D. PUBLIC HEARINGS:**

### **E. SELECTION OF CONSENT AGENDA:**

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

### **F. BOARD AND COMMISSION REPORTS:**

1. Plan Commission/Zoning Board of Appeals
  - a. #19-0041 Village of Carol Stream-500 N. Gary Avenue  
*Text Amendment-Adult Use Cannabis*  
**NOT APPROVED 3-4**

# Village of Carol Stream

## BOARD MEETING

### AGENDA

DECEMBER 2, 2019

7:30 P.M.

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

- b. #19-0029 Village of Carol Stream-725 Thornhill Drive  
(Community Park)  
*Plat of Subdivision*  
**RECOMMEND APPROVAL 7-0**
  
- c. #19-0039-Mark Your Space/Royal Power Solutions-125  
Mercedes  
*Gary Avenue Corridor Review-Monument Signs*  
**APPROVED WITH CONDITIONS 7-0**  
*For Information Only*

#### **G. OLD BUSINESS:**

#### **H. STAFF REPORTS AND RECOMMENDATIONS:**

- 1. Sanitary Sewer Extension, 250 N. Gary Avenue-Award of Phase II Design Services. *Staff recommends minor corrections and clarifications be made to the standard Professional Services Agreement as requested by Strand Associates. Strand's proposal to perform the work for \$29,400 was previously approved at the November 4, 2019 meeting.*
  
- 2. Engineering Services Agreement for Design-Build Services for Construction of the North Avenue Water Main Lining Project. *Staff recommends approval of the Engineering Services Agreement with Baxter & Woodman for Design-Build Services for the North Avenue Water Main Lining Project in the amount of \$230,000.*

#### **I. ORDINANCES:**

#### **J. RESOLUTIONS:**

- 1. Resolution No. \_\_\_\_ Authorizing a Final Plat of Subdivision (Community Park, 725 Thornhill Drive) PIN# 05-03-300-016, 05-04-400-036, 05-04-402-006, 05-04-402-007, 05-04-400-003, 05-04-400-023, 05-04-400-045, 05-04-400-047, 05-04-400-048, 05-04-400-049, 05-04-400-050, 05-04-400-041. *See Item F.1.b.*

# Village of Carol Stream

## BOARD MEETING AGENDA DECEMBER 2, 2019 7:30 P.M.

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

### **K. NEW BUSINESS:**

1. Alcohol Use at Town Center for "Ride for John" event. *Staff is requesting direction on whether to allow the "Ride for John" event to proceed with the application process, specifically with the process of using the Rotary Club of Carol Stream for alcohol sales if they meet all other event requirements.*

### **L. PAYMENT OF BILLS:**

1. Regular Bills: November 19, 2019 through December 2, 2019.
2. Addendum Warrants: November 19, 2019 through December 2, 2019.

### **M. REPORT OF OFFICERS:**

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

### **N. EXECUTIVE SESSION:**

### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2019-11-47</b>	<b>LAST RESOLUTION</b>	<b>3116</b>
<b>NEXT ORDINANCE</b>	<b>2019-12-48</b>	<b>NEXT RESOLUTION</b>	<b>3117</b>

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

**November 18, 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: Village Manager Bob Mellor

Also Present: Assistant Village Manager Joe Carey and Village Attorney Jim Rhodes

\*All persons physically present at meeting unless noted otherwise

**MINUTES:**

*Trustee Gieser moved and Trustee Frusolone made the second to approve the Minutes of the November 4, 2019 Village Board Meeting. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone*

*Abstain: 2 Trustees Schwarze and McCarthy*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Check Presentation for the D.A.R.E. Program from George Salerno of Salerno's Funeral Home, Rosedale Chapel. *George Salerno of Salerno's Funeral Home, Rosedale Chapel presented a check for the Carol Stream D.A.R.E. Program.*

*VFW Post 10396 Commander Richard R. Hildebrand presented a check for the Village of Carol Stream's Christmas Sharing Program.*

2. Proclamation Designating November 30, 2019 as Small Business Saturday. *Proclamation read by Trustee Schwarze.*

3. Addresses from Audience (3 Minutes).

*Warren Prescott spoke in favor of the Special Use for In the Presence of Jesus Ministries, 393 S. Schmale Road.*

**PUBLIC HEARINGS:**

1. Proposed Property Tax Increase for the Village of Carol Stream, DuPage County, Illinois pursuant to 35 ILCS 200/18-70. *Public Notice of the proposed 2019 property tax increase was published in the November 6, 2019 edition of The Examiner of Carol Stream.*

*Trustee McCarthy moved and Trustee Schwarze made the second to open the public hearing on the Proposed Property Tax Increase for the Village of Carol Stream, DuPage County, Illinois pursuant to 35 ILCS 200/18-70. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Absent: 0*

*Mayor Saverino stated the public notice for the Public Hearing was published in the Carol Stream Examiner on November 6, 2019 as required by law.*

*Finance Director Jon Batek summarized the proposed property tax.*

*Public Comments are as follows:*

*Dominick Jeffrey spoke in opposition of a property tax. Mayor Saverino stated Village could possibly last one or two more years, but not much longer. Mayor Saverino also spoke about the Village losing money.*

*Mike Wade spoke in opposition of a property tax and other taxes Village of Carol Stream collects. Finance Director Batek explained what the figures are that Mike Wade quoted.*

*Paul Semsch spoke in opposition of a property tax and compared his taxes from Wood Dale to Carol Stream. Mr. Semsch thinks tax levy will never go away as other taxes and tollway fees are going up.*

*Carol Davis spoke in opposition of a property tax. Ms. Davis does not want to leave Illinois and spoke highly of Carol Stream being fiscally responsible. Sandy Springs Georgia contracts out many of the Village's services and residents are thrilled. She asks the Village of Carol Stream to get leaner and meaner.*

*Sharon Leach asked if the industrial park pays taxes to Carol Stream. Mayor Saverino commented on what taxes the industrial park pays. Assistant to Village Manager Messino listed all avenues the news was shared to get the word out on a possible need for property tax.*

*John Jaszka spoke in opposition of a property tax and stated the Carol Stream Board does a great job and is grateful for first responders. He spoke of expenses and not enough done. 500 people signed a petition in 2 weeks asking Carol Stream to pause and review village spending, operating costs, staffing levels, salaries and FICA. Mr. Jaszka asked Carol Stream to be an innovator. The petition was provided to Village Attorney Rhodes. Assistant Village Manager spoke to the numbers quoted by Mr. Jaszka. Trustee Schwarze explained the major effort put forth by Village Board to not tax. Trustee Schwarze stated the Board has been doing their due diligence for years and spoke of the services Carol Stream provides and says we don't over provide services.*

*Trustee Gieser left meeting at 8:38 p.m. and returned at 8:41 p.m.*

*Trustee Frusolone spoke of higher police calls in 2012 to 2018, higher snow events and inches of snow. She understands concern over amount of staff added, but it is needed. Carol Stream's budget is May 1 to April 30 fiscal year, not calendar year.*

*Trustee Schwarze left meeting at 8:45 p.m. and returned at 8:47 p.m.*

*Trustee McCarthy left meeting at 8:47 p.m. and returned at 8:49 p.m.*

*Jim Campbell spoke in favor of a property tax and stated he saw Mr. Jaszka's petition and decided to research it. Mr. Campbell spoke of Park District's spending. He stated to please only take what you need 3.2 million and not 3.8 million.*

*John Jaszka stated he is disappointed nobody stopped attack on the Park District. He explained operating expenses go up 5% to 6% each year.*

*Mike Borner is concerned about property tax sustainability and the \$15.00 minimum wage. He also wants to know what is Carol Stream doing when businesses leave. Mayor Saverino explained about Ditch Witch and Aldi moving out of Carol Stream. Community Development Director Bastian*

*explained efforts the Village of Carol Stream has accomplished by meeting with brokers.*

*Carol Davis wants Carol Stream to hammer Springfield and wants village and towns to have power. Mayor Saverino stated Police, Fire and SEIU has power. Ms. Davis offered her organization to help with the fight against Springfield. She thanked the Village Board for being fiscally responsible. Trustee McCarthy explained employees going part time or contracted out with no benefits.*

*Mayor Saverino stated that he may not always agree with Mr. Jaszka, but does respect his opinion.*

*Anisa Baker is concerned over extra police calls. Trustee Frusolone explained it is not an increase in crime, but an increase in calls for service and that Carol Stream is the safest in the country. Carol Stream Police Department receives grant money to do roadside safety checks and cover overtime. Ms. Baker suggested a business tax only. Trustees explained it was against the law.*

*Trustee McCarthy moved and Trustee Gieser made the second to close the public hearing on the Proposed Property Tax Increase for the Village of Carol Stream, DuPage County, Illinois pursuant to 35 ILCS 200/18-70. 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.*

*Nelly Jean O Calub thanked the Village Board for allowing us a home for the In the Presence of Jesus Ministries.*

*Jim Natter, President of Mona Kea opposes the church. He states they are a great ministry, but thinks they do not belong in Mona Kea. Mr. Natter will accept them in open arms if they are allowed.*

*Warren Prescott stated there are three different associations at Mona Kea. The West Association voted yes. Parking will work because church uses lot after business hours which are Sunday 10:30 to noon for a large group and small amount of people every day.*

*Jim Natter stated he is looking to the future and worried about parking for a wedding or funeral during the week. He wants a parking study completed.*

*Nelly Jean O Calub stated 99% are Filipino with funeral services held in a funeral parlor, not in a church.*

*Warren Prescott stated the church will provide people to shop Carol Stream which is a plus to the community.*

**CONSENT AGENDA:**

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. Police Pension Fund-Compliance Report FY19.
2. #19-0031 Rental Max-558 Randy Road.
3. #19-0032 Rental Max-124 N. Schmale Road.
4. #19-0033 Fiber Node Services-525 Randy Road.
5. Addendum to PowerPay Electric Load Shed Program Agreement.
6. Sanitary Sewer Condition Assessments – Award of Contract for Professional Engineering Services.
7. Ordinance No. 2019-11-41, An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461, for the Fiscal Year



Beginning May 1, 2019 and Ending, April 30, 2020, for the Village of Carol Stream, DuPage County, Illinois.

8. Ordinance No. 2019-11-42, An Ordinance Adopting Rules and Regulations of the Board of Fire and Police Commissioners.
9. Ordinance No. 2019-11-43 Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 558 Randy Road).
10. Ordinance No. 2019-11-44 Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 124 N. Schmale Road).
11. Ordinance No. 2019-11-45 Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Trailers and Vehicles in the I Industrial District (Fiber Node Services, Inc., 525 Randy Road).
12. Payment of Regular and Addendum Warrant of Bills from November 5, 2019 through November 18, 2019.
13. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended October 31, 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.*

**Police Pension Fund – Compliance Report FY19:**

*Village Board received the Police Pension Fund Compliance Report FY19.*

**#19-0031 Rental Max-558 Randy Road:**

*Special Use for Outdoor Activities and Operations-Storage of Equipment  
Special Use Permit for Equipment and Machinery Rental Operations*

**Recommend approval with conditions 6-0**

*The Village Board concurred with Plan Commission's recommendation.*

**#19-0032 Rental Max-124 N. Schmale Road:**

*Special Use for Outdoor Activities and Operations-Storage of Equipment and Installation of Propane Tank*

*Special Use Permit for Equipment and Machinery Rental Operations*

**Recommend approval with conditions 6-0**

*The Village Board concurred with Plan Commission's recommendation.*

**#19-0033 Fiber Node Services-525 Randy Road:**

*Special Use for Outdoor Activities and Operations-Storage of Vehicles and Equipment*

**Recommend approval with conditions 5-1**

*The Village Board concurred with Plan Commission's recommendation.*

**#19-0034 Armbrust Plumbing-381 Main Place:**

*Fence Code Variation*

**Approved with conditions 6-0**

*Information only*

**Addendum to PowerPay Electric Load Shed Program Agreement:**

*The Village Board approved the addendum for continued participation in the PowerPay Electric Load Shed Program.*

**Sanitary Sewer Condition Assessments – Award of Contract for Professional Engineering Services:**

*The Village Board approved a contract for professional engineering services for the Sanitary Sewer Condition Assessments to RedZone Robotics, Inc. at the proposal lump sum price of \$866,196.00 to be paid out over five years at \$173,239.20 per year pursuant to Section 5-8-14(A) of the Carol Stream Code of Ordinances.*

**Ordinance No. 2019-11-41, An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461, for the Fiscal Year Beginning May 1, 2019 and Ending, April 30, 2020, for the Village of Carol Stream, DuPage County, Illinois:**

*The Village Board approved An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461, for the Fiscal Year Beginning May 1, 2019 and Ending, April 30, 2020, for the Village of Carol Stream, DuPage County, Illinois.*

**Ordinance No. 2019-11-42, An Ordinance Adopting Rules and Regulations of the Board of Fire and Police Commissioners:**

*The Village Board approved amendments to Chapters II and III of the Rules and Regulations of the Board of Fire and Police Commissioners as approved by the Commission on November 5, 2019.*

**Ordinance No. 2019-11-43 Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 558 Randy Road):**

*The Village Board approved a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 558 Randy Road).*

**Ordinance No. 2019-11-44 Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 124 N. Schmale Road):**

*The Village Board approved a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 124 N. Schmale Road).*

**Ordinance No. 2019-11-45 Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Trailers and Vehicles in the I Industrial District (Fiber Node Services, Inc., 525 Randy Road):**

*The Village Board approved a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Trailers and Vehicles in the I Industrial District (Fiber Node Services, Inc., 525 Randy Road).*

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

*The Village Board approved payment of the Regular Bills dated November 18, 2019 in the amount of \$3,147,555.51. The Village Board approved the payment of Addendum Warrant of Bills from November 5, 2019 thru November 18, 2019 in the amount of \$623,376.45.*

**Treasurer's Report:**

*The Village Board received Revenue/Expenditure Statement and Balance Sheet for month ended October 31, 2019.*

**Non-Consent Agenda**

#19-0024 In the Presence of Jesus Ministries-393 S. Schmale Road

*Zoning Text Amendment*

*Special Use Permit for a Place of Worship*

**Recommend Approval with Conditions 4-1 with 1 member abstaining**

*Trustee Frusolone stated the Village Board received objections from businesses in opposition and asked Community Development Director Bastian to speak about future changes. Don Bastian explained the church has to go through the same process to expand and that the parking is adequate for future businesses.*

*Trustee Schwarze asked how long the church has been here. Nelly Jean stated since 2000 with 50 to 70 adults at service and has stayed steady on attendance.*

*Trustee McCarthy stated that both sides need to work together.*

**Ordinance No. 2019-11-46 Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code-Places of Worship as a Special Use in the B-4 District):**

*Trustee Schwarze moved and Trustee Frusolone made the second to amend Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code-Places of Worship as a Special Use in the B-4 District). The results of the roll call were as follows:*

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

**Ordinance No. 2019-11-47 Approving a Special Use Permit for a Place of Worship in the B-4 District (In the Presence of Jesus Ministries, 393 S. Schmale Road):**

*Trustee McCarthy moved and Trustee LaRocca made the second to approve a Special Use Permit for a Place of Worship in the B-4 District (In the Presence of Jesus Ministries, 393 S. Schmale Road). The results of the roll call were as follows:*

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

**Report of Officers:**

*Trustee LaRocca stated staff puts in a lot of time on budget preparation and does a great job. We cannot continue to put off projects. He has a lot of respect for staff and boots-on-the-ground staffing. Trustee LaRocca thanked everyone for coming out and speaking your mind as this was a difficult decision for all of us.*

*Trustee Gieser thanked the residents for voicing their opinions and thanked the staff and Village Board for their efforts throughout this process. We now have a dedicated funding source for the capital improvement program. He congratulated Kaley Rettberg on her Academy. The Christmas Decorating Contest is underway, and the deadline to submit nominations is December 16 at 5:00 p.m.*

*Trustee Schwarze thanked the residents, staff and Village Board as this was a hard decision to make. November 30 is Small Business Saturday. Please Shop Carol Stream.*

*Trustee Zalak thanked the residents for attending the Board meeting. He also thanked George Salerno and Commander Hildebrand for their donations to D.A.R.E. and Christmas Sharing. American Education Week is the week before Thanksgiving. Trustee Zalak stated Wednesday is D.A.R.E. graduation and this will be his first time attending as a Village Trustee. He also informed residents that you can now register your security systems with the Police Department.*

*Trustee Schwarze left the meeting at 10:10 p.m.*

*Deputy Chief Zochert explained the process of how to register your security system with the Police Department as it is a voluntary process and the Police Department does not have access to your camera system or to the password.*

*Trustee Frusolone stated she has had a personal experience with helping the Police Department with an accident using the doorbell video. She thanked the Police Department, as public safety is very important. Trustee Frusolone thanked the residents for attending the meeting. She also thanked staff and stated the hard work starts now. Carol Stream will be a role model to other taxing agencies. Trustee Frusolone thanked families during the property tax process.*

*Trustee McCarthy thanked everyone for attending and also thanked Assistant to the Village Manager Tia Messino, Village Clerk Laura Czarnecki and Paul Czarnecki for collecting candy for stockings. The stuffing of stockings for Christmas Sharing will be on December 8.*

*Village Clerk Czarnecki thanked George Salerno and Commander Hildebrand for their donations to D.A.R.E. and Christmas Sharing stating that today's kids are our future. She thanked residents who donated their leftover candy from Halloween and donations of toys for the Christmas Sharing Program. Carol Stream residents are extremely generous. Please keep our military and first responders in your thoughts and prayers for their safety.*

*Village Attorney Rhodes stated the veto session has ended this week and will postpone talking out it. Happy Thanksgiving.*

*Assistant Village Manager Carey stated Carol Stream Public Works Department will be recognized on December 2 by the B20 Club. He congratulated West Chicago High School's soccer team on winning State Championship. Our tree lighting ceremony is scheduled for December 6 at 6 p.m. Free leaf pick-up is next week. With the Holiday upon us, garbage and leaf pick-up will be delayed next Thursday and Friday. Also, the Village Hall will be closed next Thursday and Friday. Please be careful with using turkey fryers. Happy Thanksgiving.*

*Mayor Saverino stated the property tax was not easy but needed. He wished everyone a Happy Thanksgiving and talked about his charity, which donates 600 boxes of food that consists of 50 pounds each including a turkey and also donating to the Hines Hospital. Mayor Saverino is very proud of this group and my family. He stated this tax took a toll on families and Village Board as it was not an easy decision to make. Rental Max will be going into the location previously occupied by Ditch Witch. Mayor Saverino thanked Community Development Director Don Bastian for his help. He stated the Village Board is the Mayor's family and thanked staff for their hard work. Mayor Saverino also thanked the Police Department for all they do.*

*At 10:28 p.m., Trustee McCarthy moved and Trustee Frusolone 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

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Frank Saverino, Sr., Mayor

ATTEST:

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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  
November 25, 2019.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00pm and directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

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

Absent:

Also Present: Don Bastian, Director of Community Development; Tom Farace, Planning and Economic Development Manager; Jane Lentino, Secretary.

**MINUTES:**

Commissioner Meneghini moved and Commissioner Christopher seconded the motion to approve the minutes of the Special Meeting held on November 11, 2019.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Battisto, Tucek, Petella, Morris, Chairman Parisi.

Nays: 0

Abstain: 1 Commissioner Petella

Absent: 0

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to approve the minutes of the Regular Meeting held on November 11, 2019, with one correction.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Battisto, Tucek, Petella, Morris, Chairman Parisi.

Nays: 0

Abstain: 1 Commissioner Petella

Absent: 0

**PRESENTATION:**

**Case #19-0029 – Village of Carol Stream-725 Thornhill Drive (Community Park)  
*Plat of Subdivision***

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that The Village is seeking the approval of a plat of subdivision for Community Park located at 725 Thornhill Drive. He stated that the park is one of the largest in Carol Stream, it is owned by the Village, and was jointly leased by the Carol Stream, Wheaton and Glen Ellen Park Districts, but that the lease has expired. He stated that there was a recently approved intergovernmental agreement between the Village and the Carol Stream Park District to transfer approximately 17 acres of the 68 acres to the Park District for recreational purposes. He stated that the remaining 51 acres will be retained by the Village.

Mr. Farace stated that Staff is recommending approval of the plat and will move forward with recording the plat with DuPage County.

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

Chairman Parisi asked for a motion to approve Case #19-0029

Commissioner Petella moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 0

The motion was approved.

**Case #19-0039 – Mark Your Space/Royal Power Solutions-125 Mercedes Drive  
*Gary Avenue Corridor Review – Monument Sign***

Chairman Parisi swore in Michael Sobel, 1235 Humbracht, Bartlett, IL.

Mr. Sobel turned his presentation over to Mr. Farace.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that applicant is seeking Gary Avenue Corridor Review approval for a new monument sign for Royal Power Solutions, formerly known as Royal Power and Die, located at the northeast corner of Gary Avenue and Mercedes Drive, and the sign will be at the southwest corner of the subject property. He stated that the property has no ground sign at this time.

Mr. Farace stated that a blue and orange aluminum monument sign is being proposed. He stated that the sign is over 10 feet in height, and that the Village's sign code states that signs along Gary Avenue



should not be more than 10 feet high based on the grading of the property. He stated that the actual of the height will be determined before a permit is issued. He stated that the square footage and location of the sign meet Village code requirements.

Mr. Farace stated that there will be landscaping around the base of the sign for screening.

He stated that Staff is supportive of the request.

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

Chairman Parisi asked for a motion to approve Case #19-0039.

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to approve with Staff recommendations.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 0

The motion was approved.

#### **PUBLIC HEARING:**

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

The motion was passed by unanimous vote.

#### **Case #19-0041 – Village of Carol Stream-500 North Gary Avenue *Text Amendment – Adult Use Cannabis***

Chairman Parisi swore in Justin Lynch, 568 Canterbury Drive; Jim Campbell, 303 Iowa; Greg Puchalski, 1432 Plum Grove Ct; Mary Hockett, 554 Chippewa Trail; Shaye McLernan, 1215 Evergreen Drive; Mary Frusolone, 688 Willow Drive; Joe Liptak, 611 Glen Glora Drive.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace introduced himself and stated that in June, 2019, the Governor signed the Cannabis Regulation and Tax Act into law, which legalized and regulated the production, consumption, and sale of cannabis in Illinois, and goes into effect January 1, 2020. He stated that the act gives the opportunity for municipalities to opt in or out of allowing the sale of cannabis within their corporate boundaries.

Mr. Farace stated that on August 5<sup>th</sup>, 2019, and October 21<sup>st</sup>, 2019, the Village board discussed the act, and that at the October 21<sup>st</sup> meeting, the majority of the Village Board directed Village Staff to prepare text amendments to allow the sale of adult use cannabis in Carol Stream by a count of 4-2. He stated that the draft text amendments to the zoning code are what is being reviewed at this meeting.

Mr. Farace stated that amendments would allow dispensaries and growing centers in certain districts as Special Uses, and that they will be subject to conditions and regulations.

Mr. Farace stated that Village Staff researched and reviewed regulations from other municipalities in order to draft the text amendments. He stated that they were also reviewed by the Village Attorney. He stated that in 2014, the Plan Commission recommended, and the Village Board approved text amendments to allow medical cannabis dispensaries as a Special Use in the B-4 district, and medical cannabis cultivation centers as a Special Use in the I-Industrial district in response to the State of Illinois Compassionate Use of Medical Cannabis Pilot Program Act. He stated that there are not any medical dispensaries or cultivation centers in the Village at this time, and that if any had applied they would have to go through the Special Use review process.

Mr. Farace stated that the proposed text amendments will provide definitions for cannabis dispensaries and cultivation centers. He stated that a dispensary is proposed as a Special Use in the B-3 service district and the B-4, office, research, and institutional building district only, and medical dispensaries are being proposed in the B-3 district for consistency purposes; . He stated that cultivation centers, craft centers, infusion businesses are proposed in the Industrial district only.

Mr. Farace stated that a Special Use is a use that goes through an approval process to allow a use that is not normally permitted in a specifically zoned area. He stated that a Special Use is reviewed at the Village Staff level, by the Plan Commission at a public hearing, and then by the Village Board.

Mr. Farace stated that a dispensary or cultivation center would have minimum distance requirements of at least 1000 feet from a school, daycare center, public park, or library, and that State law already requires that a new cannabis dispensing organization has to be located at least 1500 feet from the property line of an existing cannabis establishment. He stated that there are no cannabis establishments in town at this time.

Mr. Farace stated that the Village will be prohibiting on site consumption or cannabis consumption establishment, such as a cannabis lounge. He stated that use by anyone under the age of 21 is prohibited by state law, as is sampling, consumption in a public place, and in vehicles.

Mr. Farace stated that if a business were to come into the Village, certain plans would have to be submitted for review, such as a floor plan, an operations plan, a security plan, a disposal plan, a traffic or parking plan, a lighting plan, ventilation plan, and a signage plan which would have to follow certain criteria, such as no depiction of a cannabis leaf or of underage children would be allowed as advertising. He stated that no cannabis or paraphernalia could be displayed and be visible from the outside of the establishment. He stated that a cannabis business would have to be the primary use of the business, current businesses could not dispense as a secondary use, and per State code, a drive through or drive up window is not allowed.

Mr. Farace showed maps of where dispensaries would be allowed and where growing centers would be allowed. The maps showed the locations of schools, daycare centers, public parks, and the Library. The maps also showed the locations of the B-3, B-4, and Industrial districts as they stand today.

Mr. Farace stated that Staff is looking for a recommendation from the Plan Commission.

Chairman Parisi reminded the audience that the Plan Commission is an advisory body to the Village Board. He stated that a Special Use application has a series of questions and that the Commission is limited to those questions when considering a recommendation to the Village Board.

Chairman Parisi asked for questions and comments from the public.

Mr. Lynch and Mr. McLernan spoke in favor of the sale of cannabis for adult use, saying the proposed regulations are fair, the approval process is thorough, and Carol Stream should be ahead of the curve as long as it's going to be legal on a month.

Mr. Lynch asked about the zoning changes that are being proposed by the Unified Development Ordinance project.

Mr. Farace stated that the Village is updating the development ordinances, including the Zoning Code. He stated that some of the properties along the major corridors may be rezoned to B-3 and some to B-2, based on the roadways upon which they are located. He stated that the B-3 district will remain the commercial zoning designation along the major roadways.

Commissioner Battisto asked to clarify if the map would change.

Mr. Farace stated that it may change a little, but not much.

Mr. Campbell, Mr. Puchalski, Ms. Hockett, Ms. Frusolone (Village Trustee), and Mr. Liptak spoke against adult use cannabis sales coming into Carol Stream, citing the personal experience, negative impact on businesses and employee drug testing, and asked that the Commission use sound judgement when considering the locations adult use sales and cultivation centers. It was also suggested that both adult use and medical use be restricted to the B-4 district, and that if a new B-3 district is to be added for cannabis sales, it should be added farther in the future.

Chairman Parisi asked Mr. Farace to clarify the distinction between the B-3 and B-4 districts, and the potential areas that a sales or cultivation center may be located.

Mr. Farace referred to the map and stated that the B-3 district consists mostly of large commercial properties along major corridors, and the B-4 district includes office properties along Schmale and St. Charles Road.

Commissioner Battisto asked Mr. Farace to clarify locations where the Village has already approved medical cannabis dispensaries.

Mr. Farace stated that the B-4 district is where a medical dispensary could locate as Special Use.

Chairman Parisi asked about the small B-3 district just west of Gary Avenue on Army Trail Road.

Mr. Farace stated that that area would be excluded.

Chairman Parisi asked about the area just to the east of Lowe's that is partially in an area that is zoned B-3.

Mr. Bastian stated that the whole property would be excluded.

Chairman Parisi asked if the area at Gary Avenue and the railroad tracks was multiple properties and would be a potential opportunity for a Special Use.

Mr. Bastian stated that was correct.

Chairman Parisi asked for questions from the Commission.

Commissioner Meneghini had none, but complemented Staff on the clear, concise and thorough text amendment proposal.

Commissioner Petella stated that the Commission has no power over the amendments. He stated that it falls on the Village Board.

Commissioner Christopher asked Mr. Farace what will happen to the existing businesses if B-2 and B-3 are flipped.

Mr. Farace stated that they should not be affected. He stated that they are trying to have more general criteria so they should remain intact with the UDO project.

Chairman Christopher stated that the screening process will be a big issue. He stated that the businesses should be restricted to the B-4 district.

Commissioner Tucek asked if there were restricted hours of operation, and if it could be restricted further within the proposed text amendment.

Mr. Farace stated that State law has parameters in place for hours of operation and it would be reviewed as part of the business plan, and they couldn't be open for 24 hours straight. He stated that they could be restricted within reason.

Commissioner Tucek directed a question to Police Commander Don Cummings, who was seated in the back of the boardroom, and asked if the text amendment can address security measures and if they would be allowed to have a gun on the premises.

Commander Cummings said yes, if it was sanctioned that they can legally conceal and carry.

Mr. Farace stated that as part of the licensing requirements with the State, the applicant would have to provide a security plan as part of their application.

Commissioner Tucek asked if the restrictions for adult use and medical use cannabis dispensaries operate both have to follow the 1500 foot buffer.

Mr. Farace stated that the 1000 foot buffer is specific to the Village. He stated there is a restriction in the State code that a dispensary has to be 1500 feet from another dispensary.

Commissioner Battisto clarified the role of the Commission, and stated that this is an opportunity to put positive code in place. He stated that there is a precedence in place with the text for a medical dispensary and that the code for adult use should start there and become more restrictive.

Commissioner Battisto asked what would happen if a daycare wanted to open a location within 1000 feet of an already existing dispensary. He also asked about personal home cultivation.

Mr. Farace stated that there is not much that can be done about restricting home growing. He stated that the State legally allows someone with a Medical Marijuana card to grow up to five plants in their home, and it the Village cannot restrict it.

Commissioner Morris sympathized with the business owners concerns, agreed with the B-4 restriction, and asked Mr. Farace if any of the businesses in the industrial centers had daycare centers, and if he has ever been approached about a daycare center going in an existing business.

Mr. Farace stated no.

Commissioner Morris asked about the blue area on the map on Fullerton Avenue for a growing center in the Industrial area.

Mr. Farace stated that when a property was annexed into the Village, it is annexed as a residential zone and as it goes through the approval process for rezoning. He stated it will be rezoned as industrial in the future.

Commissioner Morris asked about disposal.

Mr. Farace stated that is why a disposal plan is required. He stated that medical marijuana locations have a separate disposal container and pick up.

Chairman Parisi stated that the Commission is an advisory body, and that the ultimate decision is by the Village Board.

Chairman Parisi asked if the Village could be more strict about the about buffers

Mr. Bastian stated yes, the State law doesn't restrict the distances.

Commissioner Petella asked how the change of zoning code within the Unified Development Ordinance would affect the location of dispensaries.

Mr. Farace stated that the zoning code, as it is, allows for a medical dispensary in the B-4 District and the change in the text amendment would allow for an adult use dispensary in both the B-3 and B-4 districts. He stated that, for uniformity, the change in the text amendment would allow for a medical dispensary in both the B-3 and B-4 districts as well.

Chairman Parisi asked for a motion to approve Case #19-0041.

Commissioner Battisto moved to approve the motion with Staff recommendation and the restriction to limit the location to B-4 zoning. There was no second.

The motion did not pass.

Chairman Parisi asked for another motion.

Commissioner Meneghini moved to allow the text amendment with Staff recommendations to allow dispensaries in the B-3 and B-4 districts. Commissioner Petella seconded the motion.

The results of the roll call vote were:

Ayes: 3 Commissioners Meneghini, Tucek, Petella.

Nays: 4 Commissioners Christopher, Battisto, Morris, Chairman Parisi.

Abstain: 0

Absent: 0

The motion was not approved.

Chairman Parisi asked for a motion to close Public Hearing.

Commissioner Petella moved and Commissioner Meneghini seconded the motion.

The motion was unanimously approved.

**NEW BUSINESS:**

Mr. Farace stated that there will be a meeting on December 9, 2019. He stated that the UDO Workshop will be at 6:00PM, and the Regular Meeting would be at 7:00PM.

**OLD BUSINESS:**

**OTHER BUSINESS:**

**ADJOURNMENT:**

At 8:23pm Commissioner Meneghini moved and Commissioner Christopher seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Jane Lentino  
Community Development Secretary

Minutes approved by Plan Commission on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Chairman

*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Assistant Village Manager  
FROM: Phil Modaff, Director of Public Works  
DATE: November 26, 2019  
RE: American Lung Association – B20 Club Membership

As part of the Public Works Department's efforts to provide sustainable solutions for improving our environmental impact, Garage Supervisor Andrew Olsen and Management Analyst Sam Barghi worked with the American Lung Association and Illinois Soybean Association. With the help of these partners we targeted emissions from diesel-fueled equipment (trucks, tractors and generators) and selected cleaner-burning B20 diesel fuel. The efforts of these two staff members helped secure inspection, testing and cleaning of equipment, along with recommendations for no-cost improvements, by these agencies at no cost to the Village.

The American Lung Association will make a brief presentation at the December 2 Village Board meeting explaining their program goals, the support they gave Carol Stream, the changes Public Works has made and the estimated reduction in emission of particulate matter, hydrocarbons, carbon monoxide and carbon dioxide.

Due to Public Works partnership with the agencies and the changes that have been made, the Village will be recognized with membership in the B20 Club.

 AMERICAN LUNG ASSOCIATION®

**Moving To Higher Blends:  
How B20 Biodiesel Benefits  
The Village of Carol Stream**

1

Biodiesel Promotion & Education Partnership



2



### B20 Club Members & B20 Backers



23.75 million gallons of B20 (or greater) since 2014!



3

### What Is Biodiesel?

Biodiesel, n. – a renewable fuel produced from naturally occurring oils and fats and intended as a replacement for petroleum-based diesel fuels.



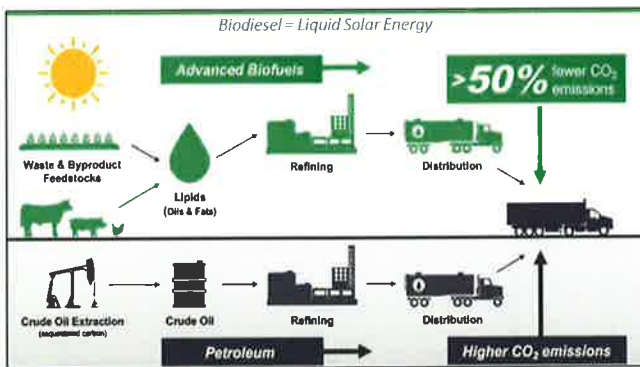
Source: ALA



4

## Biodiesel: A Climate & Health Perspective

### Transportation = #1 Contributor of U.S. CO<sub>2</sub> Emissions



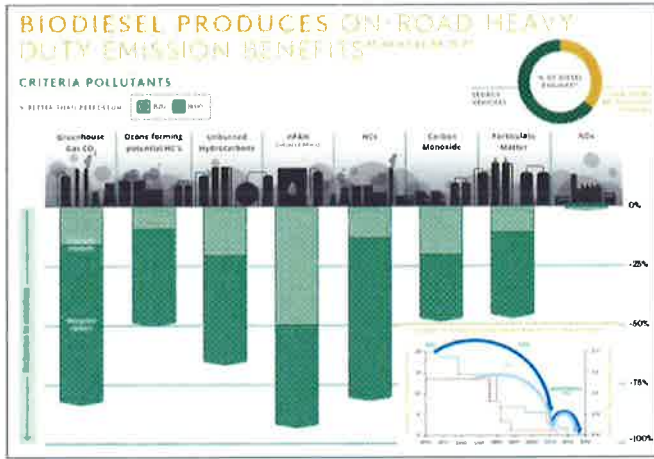
A B20 blend provides an average lifecycle carbon reduction of **16%**



Carol Stream reduced CO<sub>2</sub> emissions equivalent to planting **374 trees!**

Source: EPA/REG

**Mobile Emissions = #1 Source of Air Pollution In The Midwest**



Biodiesel delivers proven tailpipe emission reductions



Source: NREL/ALA-AAT/HBB

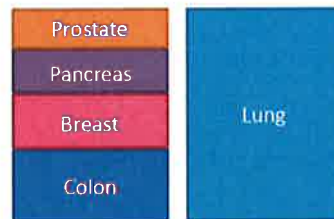


**Air Pollution & Health**




Carol Stream provides an annual health benefit of **\$5,300!**

Lung Cancer is the **#1** cancer killer in the United States




Source: WHO/ALA-SOTA/CDC-USCS





# CAROL STREAM BIODIESEL PROGRAM IMPLEMENTATION

 Pete Probst  
pprobst@indigenous-energy.com

## BIODIESEL ASSESSMENT

The Illinois Soybean Association provides resources to assist fleets with biodiesel implementation, including:

- Site inspections
- Fuel quality analysis
- Tank cleaning
- Bid specifications
- Ongoing maintenance recommendations
- Cold flow testing
- Terminal pricing analysis
- Mechanic and fleet staff technical training workshops

All of these steps are critical because history shows that Biodiesel takes the blame for any fuel related issues!



## TANK CLEANINGS



Kuhn Rd and Well #6 had overgrown microbes, water and sludge present.



Kuhn Rd Cleaning 9/9/19



## PROGRAM BENEFITS

- B20 provides higher lubricity
  - Just 2% biodiesel replaces the lost lubricity from ULSD
  - Better lubricity allows for less wear and tear on the engine
- Higher Cetane number
  - Biodiesel boosts cetane, which helps engines operate more efficiently
  - Recent tests showed a B11 with 44 cetane went up to 45.5 with a B20 blend
  - Diesel specification is 40 cetane, Biodiesel is 47. Tested B100 was 55
- Less maintenance on diesel particulate filters (DPFs)
  - Reduced soot from B20 allows for DPFs to operate longer between regens, and reduces costly downtime associated with DPF cleanouts or replacements
- Testing, cleaning and program implementation provided by the IL Soybean Association accounts for an estimated \$10,000 savings to the Village



## CONTINUED SUPPORT

We want you to have a successful biodiesel operation!

- > Continued monitoring of stored fuel quality
- > Fuel quality and cold flow testing of delivered fuel
- > Attend sustainability and educational events to share biodiesel benefits to stakeholders



Thank you for your leadership and congratulations on becoming a member of the B20 Club!



## QUESTIONS?



Rebecca Richardson  
Specialist, Fuel Quality & Education  
Marc IV Consulting  
richardson@marciv.com

Biodiesel Lead for  
Illinois Soybean  
Association



Bailey Arnold  
Senior Manager, Clean Air Initiatives  
American Lung Association  
Bailey.Arnold@Lung.org

B20 Club Lead for  
Illinois Soybean  
Association



Pete Probst  
Director, Research & Development  
Indigenous Energy  
pprobst@indigenous-energy.com

Biodiesel  
Specialist for  
Illinois Soybean  
Association



RESOLUTION NO. 3117

**A RESOLUTION RECOGNIZING MARTY ZAMECNIK ON  
TWENTY YEARS OF EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, MARTY ZAMECNIK was hired as a Public Works Employee III on December 6, 1999; transferred to the Water/Sewer Division on July 26, 2004; and promoted to Water/Sewer Employee II on December 6, 2006; and

WHEREAS, Marty worked in a temporary capacity as a WSE I before being promoted to that position on August 8, 2016; and

WHEREAS, Marty has worked to operate, maintain and repair the sewer collection system to insure the public health throughout his career; and

WHEREAS, Marty has worked to maintain and operate the water transmission system to insure reliable delivery of safe drinking water to the community; and

WHEREAS, Marty has served as a reliable and valuable member of the snow-fighting team; and

WHEREAS, Marty has worked diligently to promote a safe work environment and to protect his fellow employees and the Village from injury and liability; and

WHEREAS, Marty has received multiple letters of appreciation from supervisors for his dedicated service and for his response to severe weather and emergency repairs; and

WHEREAS, Carol Stream is a better community as a result of the professionalism, experience, skill and dedication Marty brings to his work every day.

**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: MARTY ZAMECNIK is hereby recognized and commended for twenty years of dedication and service to the Village of Carol Stream.

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

PASSED AND APPROVED THIS 2<sup>nd</sup> DAY OF DECEMBER 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:** Tom Farace, Planning & Economic Development Manager *TF*

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

**DATE:** November 26, 2019

**RE:** **Agenda Item for the Village Board Meeting of December 2, 2019**  
**PC/ZBA Case 19-0041, Village of Carol Stream Zoning Code Text Amendment – Adult-Use Cannabis**

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On August 5 and October 21, 2019, the Village Board discussed the Illinois Cannabis Regulation and Taxation Act. The Act gives municipalities the ability to opt-in or opt-out of allowing the sale of adult-use cannabis within their corporate boundaries. At the October meeting, a majority of the Village Board voted to opt-in to allowing the sale of adult-use cannabis in Carol Stream. Staff prepared draft text amendments to the Zoning Code that would allow adult-use cannabis dispensing organizations in the B-3 and B-4 Districts, and growing centers, including cannabis infusers, cannabis processors, cannabis cultivation centers, cannabis transporters, and cannabis craft growers, in the Industrial District as Special Uses, all subject to certain regulations and submission requirements.

At the November 25, 2019 Plan Commission/Zoning Board of Appeals meeting, the PC/ZBA conducted the public hearing regarding the draft text amendments. Seven people spoke during the public hearing portion of the meeting. As for the PC/ZBA's vote on the text amendments, the first motion was to allow adult-use dispensing organizations as a special use only in the B-4 District, and growing centers as a special use in the Industrial District; however, that motion was not seconded. The next motion was to approve the draft text amendments as prepared by staff, which was seconded. The Plan Commission voted 3-4 on that motion, essentially sending the matter to the Village Board without a clear decision.

After consulting the Zoning Code and Village Attorney, following are the Village Board's options moving forward: i) Direct staff to prepare an ordinance that would approve the draft text amendments as originally prepared by staff; ii) Direct staff to prepare an ordinance that would approve alternative text amendments as determined following discussion by the Village Board, provided that the text amendments would not be less restrictive than the text amendments originally drafted by staff; or iii) Refer the matter back to the PC/ZBA for another public hearing, following additional discussion and direction by the Village Board. Should the Board decide to send the matter back to the PC/ZBA for another public hearing, a new notice of public hearing will need to be published and the matter will not be heard until January. In this case, the Board may wish to consider passing a moratorium on adult use cannabis dispensing organizations and growing centers until the text amendments have been approved.



*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:** November 26, 2019



**RE:** **Agenda Item for the Village Board Meeting of December 2, 2019**  
**PC/ZBA Case 19-0029, Village of Carol Stream – 725 Thornhill Drive (Community Park), Plat of Subdivision**

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The Village requests approval of a Plat of Subdivision for the Community Park property. The 68.649 acre property will be subdivided into two lots. Lot 1 will contain approximately 17.069 acres of land which will be transferred to the Carol Stream Park District, and Lot 2 will contain approximately 51.208 acres of land which will be retained by the Village. Staff from Community Development, Engineering Services and the Village Clerk's office have reviewed the plat and recommended approval of the document.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 22, 2019. At its meeting on November 25, 2019, the PC/ZBA recommended approval of the Plat of Subdivision by a vote of 7-0. If the Village Board concurs with the PC/ZBA recommendation, they should approve the Plat of Subdivision, and adopt the necessary Resolution.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
THRU: William N. Cleveland, Engineering Services Director   
FROM: Gregory R. Ulreich, Stormwater Administrator   
DATE: November 27, 2019  
RE: Sanitary Sewer Extension – 250 N. Gary Ave.  
Award of Phase II Design Services to Strand Associates, Inc.

At the November 4, 2019 meeting, the Village Board approved awarding to Strand Associates based on their October 28, 2019 proposal in the amount of \$29,400. Their proposal included a request for some minor revisions and clarifications to the Village's standard Professional Services Agreement. The Agreement has since been revised based on coordination between Strand Associates and the Village Attorney.

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.

Attachments:

1. Professional Services Agreement (Revised).
2. Award Memorandum dated November 1, 2019.

## PROFESSIONAL SERVICES AGREEMENT

### Sanitary Sewer Extension - 250 N. Gary Ave. Project Phase II Design Services For The Village of Carol Stream

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of November, 2019, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and Strand 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 proposals (hereinafter referred to as the Request for Proposals or RFP), attached hereto as ATTACHMENT #1, from the Consultant to perform professional engineering services including design services for 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 while limiting the amount of bypass pumping required by maintaining operation of the existing sewers until the proposed re-route is complete, for the Sanitary Sewer Extension - 250 N. Gary Ave. Project (Project); and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #2, and the Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

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

Deleted: .

Deleted: but not limited to, installing

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.

**B.** All services described in the Project Approach and Schedule (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 **services** described in the Scope in a timely manner consistent with professional skill and care provided by engineers practicing in the same or similar locality under the same or similar circumstances.

**C. TIME OF PERFORMANCE**

The Consultant shall provide the engineering services, complete the design, obtain permits, finalize construction contract documents, and submit all deliverables in accordance with the anticipated project schedule as developed by the Consultant and made part of the Proposal, but no later than April 30, 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 **services** until the Consultant receives written authorization from the Village to proceed.

**D. 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 **services** described in this Agreement.

**E. COMPENSATION**

The Village shall pay the Consultant in accordance with ATTACHMENT #2 (Fee Schedule of the Proposal) 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.

**F. 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 **services** 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.

**G. 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.

**H. 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.

**I. 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 caused by the negligent, intentional, or reckless acts or omissions of the Consultant. This obligation shall survive termination of this Agreement.

**J. 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.

**K. 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 **services** 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.

**L. 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.

**M. 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.

**N. REPORTS AND INFORMATION**

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

**O. 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 **services** covered by this agreement as provided by law and any other matters covered by this Agreement.

**P. 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.

**Q. 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 including the right and authority to use such materials or other documents produced for the purpose of constructing, using, maintaining, altering or adding to the Project as set forth in the Scope of Services. Any reuse of the information provided by the Consultant other than as provided herein will be at the sole risk of the Village and the Consultant will not be held liable for its reuse.

**R. 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 **services** provided under this Agreement.

**S. 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,

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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 **services** 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.

**T. 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.

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**U. 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.

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**V. 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.W.

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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.

**X. 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.

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**Y. 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.

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**Z. 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.

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**AA. 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.

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**BB. 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.

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**CC. 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.

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**DD. 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 reasonable attorney's fees, arising out of or resulting from the Consultant's performance of services 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.

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**EE. 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 services 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 services 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 services are 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 services are 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 services are 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 services 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

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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 **services** 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 **services** 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.

**FF. COMPLETE AGREEMENT**

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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.

**GG. 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: Gregory R. Ulreich, P.E., CFM  
Stormwater Administrator  
Village of Carol Stream  
500 North Gary Avenue  
Carol Stream, IL 60188  
[gulreich@carolstream.org](mailto:gulreich@carolstream.org)

If to Consultant: Michael R. Waldron, P.E.  
Senior Associate  
Strand Associates, Inc.  
1170 South Houbolt Road  
Joliet, IL 60431-9063  
[mike.waldron@strand.com](mailto:mike.waldron@strand.com)

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**HH. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This Agreement together with 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, priority shall be given to the provisions of the Agreement and shall prevail.

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**II. 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.

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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 Proposals (RFP)

ATTACHMENT #2, Consultant's Proposal (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: \_\_\_\_\_

\_\_\_\_\_  
CONSULTANT

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

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

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

# Village of Carol Stream

## Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

FROM: Gregory R. Ulrich, 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 28<sup>th</sup> 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.

*Village of Carol Stream*  
Interoffice Memorandum

MEMO TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: November 27, 2019

RE: Motion to Approve an Engineering Services Agreement for Design-Build Services for Construction of the North Avenue Water Main Lining Project

In October of this year a section of water main on North Avenue adjacent to the Hampton Inn suffered multiple breaks under the hotel's driveway. Several times in a span of multiple days, as one break was repaired another break appeared. Efforts to repair were finally abandoned, but the hotel remained in service because there is a secondary feed from the north. However, two fire hydrants on the property remain out of service.<sup>1</sup> Complete replacement of the water main would require a shutdown of the hotel's driveway for several days; only one driveway serves the property.

In consultation between Public Works and Engineering Services, staff determined that this section of main is a prime candidate for cured-in-place lining. This approach does not require open excavation or removal and replacement of pipe. Instead, several access pits would be dug and a thin liner pulled through the pipe before steam is introduced to cure and harden the liner in place to match the interior shape of the pipe. A small portion of the Hampton Inn Driveway would be excavated for one of the pits, but the driveway would remain open for their patron traffic throughout the project. Staff also recommends that, since the condition of the remainder of pipe adjacent to the property is unknown, a lining project should include approximately 500-feet of pipe. The attached aerial photo of the project area depicts existing water main (blue line), and a highlight of the main that would be lined. Water service would remain uninterrupted throughout the project.

Baxter & Woodman was then hired to prepare preliminary engineering plans and a cost estimate for a project to be completed under a design-build contract. Design-build services include preparation of final engineering, construction by a contractor selected by the engineer, and construction oversight. The design-build process is allowed in the State of Illinois in cases where it is probable that this process will provide a savings of time or cost over the design-bid-build process.<sup>2</sup> In this case, there is some urgency to restoring this water main to insure continued reliable water and fire protection service, and design-build provides the best opportunity to complete the work in a timely manner. Baxter and Woodman was chosen due to their familiarity

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<sup>1</sup> Fire protection is still available from a hydrant on the north side of the hotel and from hydrants further east and west of the property.

<sup>2</sup> The Village Attorney was consulted and has reviewed the agreement.



Page Two  
November 27, 2019

with the Village's water system and their experience with both the cured-in-place industry and the design-build process.

This project was unanticipated and therefore not included in the budget. However, funds budgeted for the Schmale Road water main replacement project will not be expended in the current fiscal year, and therefore can be made available for this project without requiring a budget amendment.

Staff recommends a Motion to approve the attached Engineering Services Agreement with Baxter & Woodman for Design-Build Services for the North Avenue Water Main Lining Project in the amount of \$230,000.

Attachment



Map created on November 27, 2019

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The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification, or disclosure of any map provided under applicable law.

Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently verify for accuracy. This map does not constitute a legal survey delineation and is not a basis for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

VILLAGE OF CAROL STREAM  
North Avenue Water Main – Emergency Rehabilitation  
Contract for Design-Build Project

This Contract effective as of December 2, 2019 (“Effective Date”) between the Village of Carol Stream (“Owner”) and Baxter & Woodman, Inc., an Illinois Corporation (“Contractor”).

In consideration of the promises and covenants made herein by the Owner and the Contractor (hereinafter referred to collectively as the “Parties”), the Parties agree as follows:

1. **CONTRACT DOCUMENTS.**

1.1 This Contract shall include the following documents (hereinafter referred to as the “Contract Documents”) however this Contract takes precedence and controls over any contrary provision in any of the Contract Documents. The Contract, including the Contract Documents, expresses the entire agreement between the Parties and where it modifies, adds to or deletes provisions in other Contract Documents, the Contract’s provisions shall prevail. Provisions in the Contract Documents unmodified by this Contract shall be in full force and effect in their unaltered condition.

- (1) The Contract
- (2) The Work as described in Section 2 hereunder
- (3) Accepted Proposal, if any
- (4) Governmental Compliance Certifications
- (5) Certificates of Insurance
- (6) Performance and Payment Bonds

2. **SCOPE OF THE WORK.**

2.1 The Contractor agrees to provide labor, equipment and materials necessary to perform the following: rehabilitating 530 feet of water main using Class IV cured-in-place pipe (CIPP) along North Avenue (commencing approximately 800 feet west of Gary Avenue), including engineering, permitting, traffic control, excavation, pipe cleaning and CCTV, lining, curing, testing, chlorination, backfill, parkway restoration, record drawings and project closeout (hereinafter referred to as the “Work”).

3. **SCHEDULE.**

- 3.1 The Contractor is authorized to begin Work as of the effective date of this Contract and shall complete the Work within 45 days of issuance of IEPA Construction Permit (hereinafter referred to as the “Contract Time”).
- 3.2 If the Owner authorizes changes in the scope, extent, or character of the Work the Contract Time for completion of the Work, and Contract Fee shall be adjusted equitably.
- 3.3 If the Contractor is hindered, delayed or prevented from performing Work as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the Contract Time shall be extended by the period of the resulting delay and the Contract Fee shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

**PAYMENT.**

- 3.4 The Owner agrees to pay the Contractor a Lump Sum amount of two hundred and thirty thousand dollars (\$230,000.00) (hereinafter referred to as the "Contract Sum.") to complete the Work. The Contract Sum shall not be increased without the express written consent of the Owner.
- 3.5 The Owner is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. The Contract Sum shall not include the cost of such taxes.
- 3.6 The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment shall not be made by the Owner without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 3.7 No payment will be made by the Owner for material not actually installed and built into the Work without written authorization for the Owner.
- 3.8 The Contractor agrees to provide the Owner with a final release and waiver of all liens covering all of the Work performed under the Contract prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 3.9 All payments shall be made to Contractor by the Owner pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

**4. OWNER'S RESPONSIBILITIES.**

- 4.1 Upon request of the Contractor the Owner shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 4.2 The Owner shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.

**5. CONTRACTOR'S RESPONSIBILITIES.**

- 5.1 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall perform its services with the standard of care for contractors experienced in the construction of similar projects in size and scope. Contractor shall be responsible for services provided hereunder whether such services are provided directly by Contractor or by persons or entities hired by Contractor.
- 5.2 The Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Owner in a separate written document, for all utilities required such as light, heat and water.

- 5.3 The Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for two (2) years after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, the Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Owner.
- 5.4 The Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 5.5 The Contractor shall comply with local, state and federal statutes, ordinances, codes, rules and regulations pertaining to the performance of the Work, including but not limited to the applicable provisions of the Substance Abuse Prevention on Public Works Projects Act, Illinois Public Works Employment Discrimination Act, and the Illinois Human Rights Act.
- 5.6 The Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor to all laborers, workers, and mechanics performing the Work. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Contractor and each of its subcontractors participating on the Work shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Contractor and any of its subcontractors shall submit a monthly-certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.
6. **ASSIGNMENT.**
- 6.1 Contractor shall not assign the duties and obligations involved in the performance of the Work except to the list of Subcontractors approved by the Owner, which approval shall not be unreasonably withheld.
- 6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.
- 6.3 The Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub- subcontractors.

**7. PERFORMANCE AND PAYMENT BONDS.**

- 7.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Owner in the full amount of the Contract Sum. Bonds shall be from a surety licensed to do business in Illinois with a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

**8. INDEMNIFICATION AND MUTUAL WAIVER.**

- 8.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village, and its officers and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, caused by the Contractor's performance of services 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 Contractor, any subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- 8.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its officers, directors, employees, and consultants from and against all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) caused by performance of the Work, provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, or others retained by or under contract to the Owner, negligent acts or omissions, willful misconduct, or breach of this Contract.

**9. INSURANCE.**

- 9.1 For the duration of the Work, the Contractor shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written request. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
- 9.2 The Contractor shall not commence services 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 Contractor shall not allow any subcontractor to commence services on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Owner.
- 9.3 The Owner, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder with the exception of workers compensation and professional liability. 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 the performance of the Work.
- 9.4 The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1) Worker's Compensation

Statutory Limits

(2)	General Liability Per Claim/Aggregate	\$1,000,000/\$1,000,000
(3)	Automobile Liability Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000

## 10. **TERM & TERMINATION.**

- 10.1 The term of this Contract commences as of the Effective Date and, unless terminated earlier pursuant to any of the Contract's express provisions, will continue in effect until the parties have performed their obligations under the Contract's terms and conditions.
- 10.2 In addition to any other express termination right set forth elsewhere in this Contract:
- (1) Contractor may terminate this Contract, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Contractor's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.
  - (2) Either party may terminate this Contract effective on written notice to the other party if the other party materially breaches this Contract through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.
- 10.3 Either party may terminate this Contract, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 10.4 If this Contract is terminated by either party, the Contractor shall be paid for all Services performed through the effective date of termination, including reimbursable expenses.

## 11. **SUCCESSORS, ASSIGNS AND BENEFICIARIES.**

- 11.1 Owner and Contractor are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Contract with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Contractor may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Contract without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

**12. DISPUTE RESOLUTION.**

12.1 Any dispute arising out of or relating to this Contract, including the alleged breach, termination, validity, interpretation, and performance thereof ("Disputes") shall be resolved by a court of competent jurisdiction.

**13. MISCELLANEOUS PROVISIONS.**

- 13.1 This Contract is governed by the law of the state or jurisdiction in which the Work is located.
- 13.2 Any notice required under this Contract will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.
- 13.3 All express representations, waivers, indemnifications, and limitations of liability in this Contract will survive its completion and/or termination.
- 13.4 Any provision or part of the Contract held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Contractor, which agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.
- 13.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 13.6 This Contract, together with any other documents incorporated herein by reference, constitutes the entire Contract between Owner and Contractor and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Contract is effective unless it is in writing and signed by each party.
- 13.7 With the execution of this Contract, Contractor and Owner shall designate specific individuals to act as Contractor's and Owner's representatives with respect to the Work to be performed or furnished by Contractor and responsibilities of Owner under this Contract. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Work on behalf of the respective party whom the individual represents.



- 13.8 The Contractor 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.
- 13.9 The Contractor 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.
- 13.10 The Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- 13.11 Contractor 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.
- 13.12 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.
- 13.13 This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Contract. A signed copy of the Contract delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

Baxter & Woodman, Inc.  
Print Company Name

Denzel Wald Executive Vice President  
By Position/Title

Barbara Tobin Deputy Secretary  
By Position/Title

**THE VILLAGE OF CAROL STREAM, ILLINOIS**

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

Attest

\_\_\_\_\_ Village Clerk

**Address for giving notices:**  
8678 Ridgefield Road  
Crystal Lake, IL 60012

**Designated Representative:**  
Derek J. Wold, PE, Executive Vice President

**Phone Number:** 815-444-3335  
**Email Address:** [dwold@baxterwoodman.com](mailto:dwold@baxterwoodman.com)

**Address for giving notices:**  
500 North Gary Avenue  
Carol Stream, IL 60188

**Designated Representative:**  
Philip J. Modaff, Public Works Director

**Phone Number:** 630-871-6260  
**Email Address:** [pmodaff@carolstream.org](mailto:pmodaff@carolstream.org)

**VILLAGE OF CAROL STREAM  
GOVERNMENTAL COMPLIANCE CERTIFICATIONS**

I, Derek J. Wold (name), certify that I am employed as the Executive Vice President (title) of Baxter & Woodman, Inc. (company), a contractor/subcontractor for the work described in the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

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

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

2. Payments to Illinois Department of Revenue

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

3. Substance Abuse Prevention on Public Works

The Company 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 will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

5. Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly

wages be a basis for a change order or other claim for an increase in the Contract Sum. The Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

6. Non-Discrimination: EEOC

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

7. Human Rights Act

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

8. Sexual Harassment Policy

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

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company’s/subcontractor’s internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;

- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or Consultant on request.

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

10. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

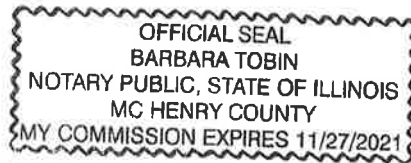
Baxter & Woodman, Inc.  
Firm Name

By: Derek J. Wold, P.E., Executive Vice President  
Name/Title

Derek J. Wold  
Signature

SUBSCRIBED AND SWORN to before  
me this 27 day Nov., 2019

Barbara Tobin  
Notary Public



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING A FINAL PLAT OF SUBDIVISION  
(COMMUNITY PARK, 725 THORNHILL DRIVE)  
PIN#05-03-300-016, 05-04-400-036, 05-04-402-006, 05-04-402-007, 05-04-400-003, 05-04-400-023, 05-04-400-045, 05-04-400-047, 05-04-400-048, 05-04-400-049, 05-04-400-050, 05-04-400-041**

**WHEREAS**, The Village of Carol Stream, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Subdivision to create two lots at the property generally located south of south of Gundersen Drive, west of President Street, north of Geneva Road, and east of Schmale Road, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

**WHEREAS**, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on November 25, 2019, considered the Final Plat of Subdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

**WHEREAS**, the Combined Board made its recommendation to the Corporate Authorities regarding the approval of this plat.

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

**SECTION 1:** Approval is hereby given to the Final Subdivision Plat, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Regional Land Services, 270 Vida Court, Sycamore, Illinois, 60188, dated January 12, 2019.

**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 2<sup>nd</sup> DAY OF DECEMBER, 2019.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr. Mayor

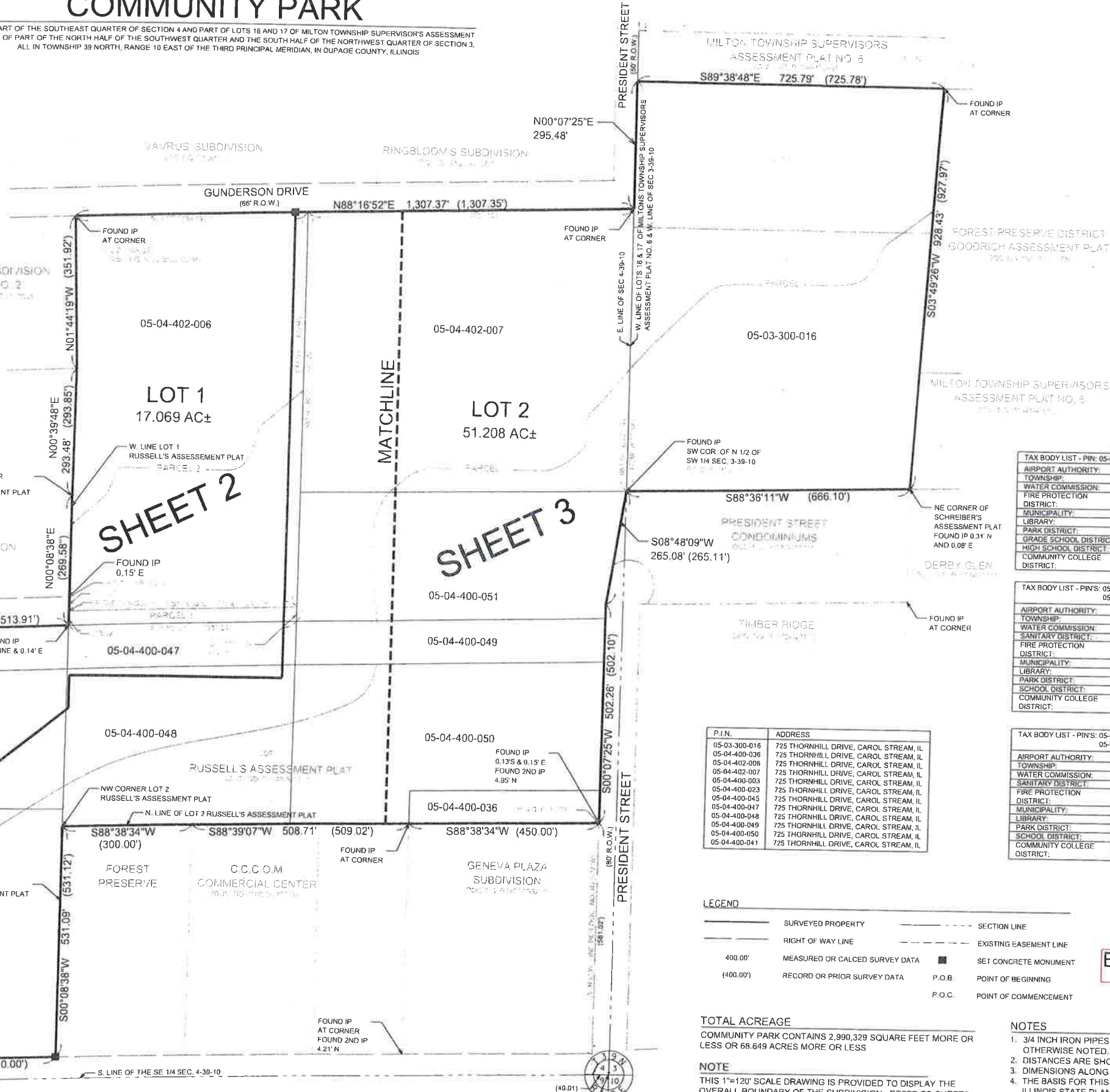
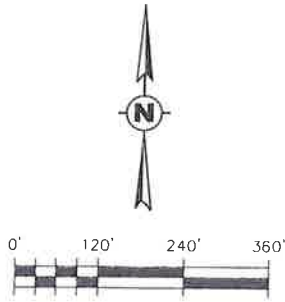
ATTEST:

---

Laura Czarnecki, Village Clerk

# FINAL PLAT OF SUBDIVISION COMMUNITY PARK

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF LOTS 16 AND 17 OF MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



RECEIVED  
02/23/2019  
COUNTY CLERK'S OFFICE  
DEPT.

TAX BODY LIST - PIN: 05-03-300-016

AIRPORT AUTHORITY:	DUPAGE AIRPORT AUTHORITY
TOWNSHIP:	MILTON
WATER COMMISSION:	DUPAGE WATER COMMISSION
FIRE PROTECTION DISTRICT:	CAROL STREAM
MUNICIPALITY:	VILLAGE OF CAROL STREAM
LIBRARY:	VILLAGE OF CAROL STREAM LIBRARY
PARK DISTRICT:	GLEN ELLYN
GRADE SCHOOL DISTRICT:	DISTRICT 41
HIGH SCHOOL DISTRICT:	DISTRICT 87
COMMUNITY COLLEGE DISTRICT:	COLLEGE OF DUPAGE 502

TAX BODY LIST - PIN'S: 05-04-402-007, 05-04-402-006, 05-04-400-051, 05-04-400-049, 05-04-400-050, 05-04-400-036

AIRPORT AUTHORITY:	DUPAGE AIRPORT AUTHORITY
TOWNSHIP:	MILTON
WATER COMMISSION:	DUPAGE WATER COMMISSION
SANITARY DISTRICT:	WHEATON SANITARY DISTRICT
FIRE PROTECTION DISTRICT:	CAROL STREAM
MUNICIPALITY:	VILLAGE OF CAROL STREAM
LIBRARY:	VILLAGE OF CAROL STREAM LIBRARY
PARK DISTRICT:	CAROL STREAM
SCHOOL DISTRICT:	UNIT SCHOOL DISTRICT 200
COMMUNITY COLLEGE DISTRICT:	COLLEGE OF DUPAGE 502

TAX BODY LIST - PIN'S: 05-04-400-047, 05-04-400-023, 05-04-400-003, 05-04-400-048, 05-04-400-045

AIRPORT AUTHORITY:	DUPAGE AIRPORT AUTHORITY
TOWNSHIP:	MILTON
WATER COMMISSION:	DUPAGE WATER COMMISSION
SANITARY DISTRICT:	WHEATON SANITARY DISTRICT
FIRE PROTECTION DISTRICT:	CAROL STREAM
MUNICIPALITY:	VILLAGE OF CAROL STREAM
LIBRARY:	VILLAGE OF CAROL STREAM LIBRARY
PARK DISTRICT:	WHEATON
SCHOOL DISTRICT:	UNIT SCHOOL DISTRICT 200
COMMUNITY COLLEGE DISTRICT:	COLLEGE OF DUPAGE 502

P.I.N.	ADDRESS
05-03-300-016	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-036	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-402-006	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-402-007	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-003	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-023	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-045	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-047	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-048	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-049	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-050	725 THORNHILL DRIVE, CAROL STREAM, IL
05-04-400-041	725 THORNHILL DRIVE, CAROL STREAM, IL

**LEGEND**

	SURVEYED PROPERTY		SECTION LINE
	RIGHT OF WAY LINE		EXISTING EASEMENT LINE
	400.00' MEASURED OR CALC'D SURVEY DATA		SET CONCRETE MONUMENT
	(400.00') RECORD OR PRIOR SURVEY DATA		P.O.B. POINT OF BEGINNING
			P.O.C. POINT OF COMMENCEMENT

**EXHIBIT A**

**TOTAL ACREAGE**  
COMMUNITY PARK CONTAINS 2,990,329 SQUARE FEET MORE OR LESS OR 68.649 ACRES MORE OR LESS

**NOTE**  
THIS 1"=120' SCALE DRAWING IS PROVIDED TO DISPLAY THE OVERALL BOUNDARY OF THE SUBDIVISION. REFER TO SHEETS 2 AND 3 FOR FURTHER INFORMATION ON INDIVIDUAL LOTS, BUILDING SETBACK LINES, EXISTING AND PROPOSED EASEMENT LINES, DIMENSIONS AND ADDITIONAL NOTES.

- NOTES**
- 3/4 INCH IRON PIPES SET ALL ALL LOT CORNERS UNLESS OTHERWISE NOTED.
  - DISTANCES ARE SHOWN IN FEET AND DECIMALS.
  - DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
  - THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTK/GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
  - FIELD WORK WAS COMPLETED 11/29/18.

DATE: 01/11/18  
BY: J. W. ROY  
SCALE: 1"=120'

CLIENT: CAROL STREAM PARK DISTRICT  
849 WEST LIES ROAD  
CAROL STREAM, IL 60188

**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

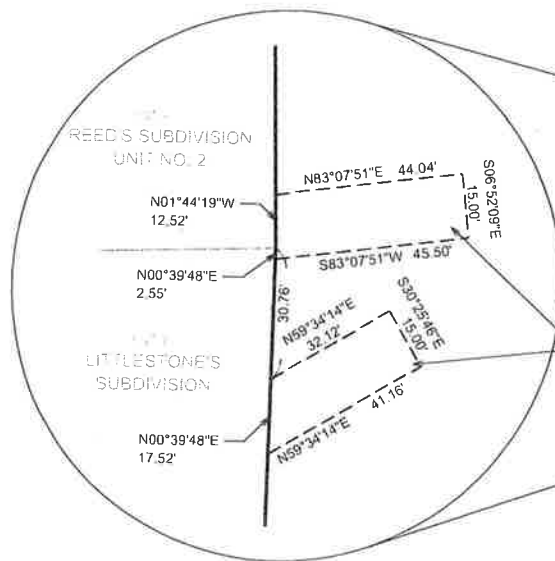
PROJECT NO.	18-0194
DATE:	02/11/18
SHEET	1 OF 4
DRAWING NO.	1

PLAT OF SUBDIVISION  
COMMUNITY PARK



# FINAL PLAT OF SUBDIVISION COMMUNITY PARK

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF LOTS 16 AND 17 OF MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



STORMWATER MANAGEMENT & CONVEYANCE EASEMENT DETAIL  
NOT TO SCALE

CORNER OF THE SE 1/4 CORNER SEC. 4-39-10 PER MONUMENT RECORD DOC. NO. R2011-037081



REED'S SUBDIVISION UNIT NO. 2

LITTLESTONE'S SUBDIVISION

LITTLESTONE'S SUBDIVISION

FOREST GLEN

FAVRUS SUBDIVISION

GUNDERSON DRIVE (66' R.O.W.)

LOT 1  
17.069 AC±

LOT 2  
51.276 AC±

THORNHILL DRIVE (66' R.O.W.)

C.C.O.M. COMMERCIAL CENTER

GENEVA ROAD



RECEIVED  
OCT 23 2019  
COMMUNITY DEVELOPMENT DEPT

MATCHLINE (SEE SHEET 3)

### NOTES

- 3/4 INCH IRON PIPES SET ALL ALL LOT CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES ARE SHOWN IN FEET AND DECIMALS.
- DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
- THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTK GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
- FIELD WORK WAS COMPLETED 11/29/18.
- EXISTING STORM WATER RETENTION AND STORM SEWER EASTMENT PER DOCUMENT NO. R1979-101973 IS A BLANKET EASEMENT OVER PARCEL 1. REFER TO THE ORIGINAL DOCUMENT FOR FURTHER DETAILS.

### LEGEND

	SURVEYED PROPERTY		SECTION LINE
	RIGHT OF WAY LINE		EXISTING EASEMENT LINE
	PROPOSED STORMWATER EASEMENT		SET CONCRETE MONUMENT
	BUILDING SETBACK LINE (B.S.L.)	P.O.B.	POINT OF BEGINNING
	400.00' MEASURED OR CALCD SURVEY DATA	P.O.C.	POINT OF COMMENCEMENT
	(400.00') RECORD OR PRIOR SURVEY DATA		

PLAT OF SUBDIVISION  
COMMUNITY PARK

NO.	DATE	REVISION DESCRIPTION
1	01/17/19	VILLAGE OF CAROL STREAM
2		
3		
4		
5		
6		
7		
8		

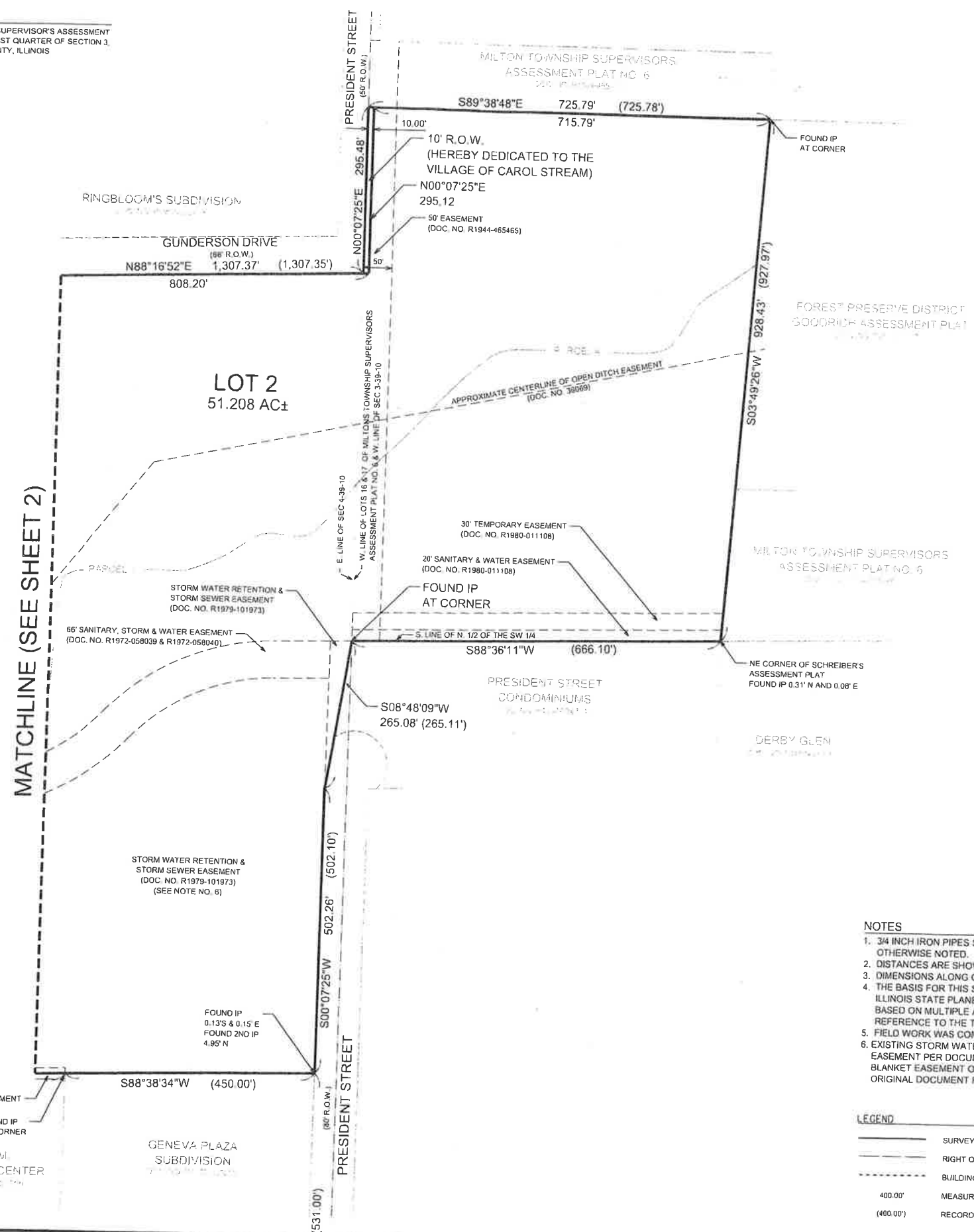
CLIENT: CAROL STREAM PARK DISTRICT  
849 WEST LIES ROAD  
CAROL STREAM, IL 60188

**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260

PROJECT NO. 18-0194  
DATE: 02/11/19  
SHEET 2 OF 4  
DRAWING NO.

# FINAL PLAT OF SUBDIVISION COMMUNITY PARK

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF LOTS 16 AND 17 OF MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS



RECEIVED  
OCT 23 2019  
COMMUNITY DEVELOPMENT DEPT

MATCHLINE (SEE SHEET 2)

- NOTES**
- 3/4 INCH IRON PIPES SET ALL ALL LOT CORNERS UNLESS OTHERWISE NOTED.
  - DISTANCES ARE SHOWN IN FEET AND DECIMALS.
  - DIMENSIONS ALONG CURVES ARE ARC DISTANCES.
  - THE BASIS FOR THIS SURVEY IS GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, BASED ON MULTIPLE AVERAGED RTK GPS OBSERVATIONS REFERENCE TO THE TRIMBLE VRS NETWORK.
  - FIELD WORK WAS COMPLETED 11/29/18.
  - EXISTING STORM WATER RETENTION AND STORM SEWER EASEMENT PER DOCUMENT NO. R1979-101973 IS A BLANKET EASEMENT OVER PARCEL 1. REFER TO THE ORIGINAL DOCUMENT FOR FURTHER DETAILS.

**LEGEND**

	SURVEYED PROPERTY		SECTION LINE
	RIGHT OF WAY LINE		EXISTING EASEMENT LINE
	BUILDING SETBACK LINE (B.S.L.)		FOUND IRON PIPE OR REBAR
	MEASURED OR CALCD SURVEY DATA		SET CONCRETE MONUMENT
	RECORD OR PRIOR SURVEY DATA		P.O.B. POINT OF BEGINNING
			P.O.C. POINT OF COMMENCEMENT

PLAT OF SUBDIVISION  
COMMUNITY PARK

NO.	DATE	REVISION DESCRIPTION
1	01/12/19	VILLAGE OF CAROL STREAM
2		
3		
4		
5		
6		
7		
8		

CLIENT: CAROL STREAM PARK DISTRICT  
849 WEST LIES ROAD  
CAROL STREAM, IL 60188

**REGIONAL LAND SERVICES**  
270 VIDA COURT  
SYCAMORE, ILLINOIS 60178  
PHONE: (618) 559-2260



PROJECT NO. 18-0194  
DATE: 02/11/19  
SHEET 3 OF 4  
DRAWING NO.  
**3**

PLOT DATE: 1/20/19  
USER NAME: SUPERADMIN  
FILE NAME: 181119

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT I, RUDY P. DIXON, REGISTERED ILLINOIS LAND SURVEYOR NO. 3832, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

PARCEL 1

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER AND RUNNING THENCE SOUTH 88 DEGREES 32 MINUTES 31 SECONDS WEST...

AND ALSO PARCEL 2, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF LOT 6 OF REED'S SUBDIVISION, UNIT 2 (RECORDED AS DOCUMENT R70-100034) AND RUNNING THENCE SOUTH 01 DEGREE 50 MINUTES 24 SECONDS EAST...

AND ALSO PARCEL 3, DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE SOUTHEAST CORNER OF LOT 3 IN LITTLESTONE'S SUBDIVISION (RECORDED AS DOCUMENT R71-11317) AND RUNNING THENCE SOUTH 00 DEGREES 02 MINUTES 33 SECONDS WEST...

AND ALSO PARCEL 4, DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 16 AND 17 IN MILTON TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN...

ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF THE LOTS 16 AND 17 OF MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER IF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6 IN REED'S SUBDIVISION, UNIT NO. 2, RECORDED AS DOCUMENT NO. R1970-010034; THENCE NORTH 88 DEGREES 16 MINUTES 52 SECONDS EAST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF GUNDERSON DRIVE PER DOCUMENT NO. R69-009002...

AS SHOWN BY PLAT WHICH IS A CORRECT REPRESENTATION OF SUCH SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I ALSO CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM.

THE LAND IN THE LEGAL DESCRIPTION IS IN ZONES AE AND X AS SHOWN ON FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NUMBER 17043C0502H DATED OF DECEMBER 16, 2004 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FINAL PLAT OF SUBDIVISION
COMMUNITY PARK

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 4 AND PART OF LOTS 16 AND 17 OF MILTON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NO. 6 OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 3, ALL IN TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE CONTINUED

GIVEN UNDER BY HAND AND SEAL AT THIS DAY OF 20

LAND SURVEYOR

SURVEYOR'S NAME (PRINTED OR LETTERED)

ADDRESS AND TELEPHONE NUMBER

SURVEYOR'S FILE NO. OF SURVEY FOR IDENTIFICATION PURPOSES

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND I HAVE REVIEWED TOPOGRAPHICAL AND PROFILE STUDIES FILED WITH THIS SUBDIVISION PLAT.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS DAY OF 20

VILLAGE ENGINEER

FINANCE DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, FINANCE DIRECTOR OF THE VILLAGE OF CAROL, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS DAY OF 20

FINANCE DIRECTOR

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE PLAT OF SUBDIVISION WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS THIS DAY OF 20

VILLAGE CLERK

MAYOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS DAY OF 20

VILLAGE OF CAROL STREA PLAN COMMISSION

CHAIRPERSON

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT.

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS DAY OF 20

COUNTY CLERK

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS INSTRUMENT NUMBER WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS.

THIS DAY OF 20 AT O'CLOCK M

COUNTY RECORDER

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER/OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES/DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED...

OWNER

ADDRESS

DATE THIS DAY OF 20

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

I, AS NOTARY PUBLIC IN AND FOR THE COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO ME TO BE THE SAME PERSON/PERSONS WHOSE NAME/NAMES IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER/OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE/HETHEY SIGNED THE ANNEXED PLAT AS HER/HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSE THEREIN SET FORTH.

GIVEN UNDER BY HAND AND NOTARIAL SEAL THIS DAY OF 20

NOTARY PUBLIC

OWNERS SCHOOL DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS.

THIS IS TO CERTIFY IS THE OWNER OF THE LAND DESCRIBED HEREON AND HAS DETERMINED TO THE BEST OF ITS ABILITIES THAT SAID LAND IS LOCATED WITHIN THE FOLLOWING SCHOOL DISTRICTS:

COMMUNITY UNIT SCHOOL DISTRICT 200
GLEN ELLYN SCHOOL DISTRICT 41
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

DATED THIS DAY OF 20

OWNER

TITLE

STORMWATER MANAGEMENT AND CONVEYANCE EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS AND ALL FUTURE HOLDERS OF TITLE (COLLECTIVELY, THE OWNER) OF PARCEL NUMBER 05-04-402-004 WITH ADDRESS OF 545-595 THORNHILL DRIVE, CAROL STREAM AND PARCEL NUMBER 05-04-402-002 WITH ADDRESS OF 545-595 GUNDERSEN DRIVE, CAROL STREAM OVER ALL OF THE AREAS INDICATED AS "STORMWATER RECONSTRUCT, GRADE, REGRADE, CLEAN, REPAIR, INSPECT, OPERATE AND OTHERWISE MAINTAIN IN AN UNOBSTRUCTED CONDITION...

MAINTENANCE RESPONSIBILITIES OF THE STORMWATER MANAGEMENT SYSTEM INCLUDING BUT NOT LIMITED TO STORM DRAINS, PIPES, MANHOLES, INLETS, CATCH BASINS, OVERLAND DRAINAGE FLOW ROUTES, SWALES, ETC. SHALL REMAIN WITH THE OWNER OF THE STORMWATER MANAGEMENT SYSTEM. THE VILLAGE OF CAROL STREAM WILL EXECUTE THE RIGHTS OF THIS EASEMENT ONLY IN THE EVENT THAT THE OWNER FAILS TO DO SO WITHIN A REASONABLE TIME PERIOD, AS DETERMINED BY THE VILLAGE, IN SUCH AN EVENT, THE OWNER MUST PAY ALL COSTS INCURRED BY THE VILLAGE.

PLAT OF SUBDIVISION

COMMUNITY PARK

Table with columns: DSIGN, RPD, DWN, RPD, CHKD, RPD, SCALE: 1"=120'

CLIENT: CAROL STREAM PARK DISTRICT
849 WEST LIES ROAD
CAROL STREAM, IL 60188

REGIONAL LAND SERVICES
270 VIDA COURT
SYCAMORE, ILLINOIS 60178
PHONE: (618) 559-2260



PROJECT NO. 18-0194
DATE: 02/11/19
SHEET 4 OF 4
DRAWING NO.

PLAT NAME IS REGIONAL LAND SERVICES
USER NAME IS RUDY.DIXON
FILE NAME IS 18-0194

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Tia Messino, Assistant to the Village Manager  
**DATE:** November 26, 2019  
**RE:** Alcohol Use at Town Center Request

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Attached for your review and consideration is a letter from the founders of the non-profit My Child's Life Matters and the "Ride for John" an event to raise awareness about the opiate crisis. This Villa Park based group is applying to have their event at Carol Stream's Town Center in July of 2020. The hosts have been in discussion with the Carol Stream Rotary Club to sell alcohol at the event; however, the Village's Town Center Use application does not allow petitioners to sell or have alcohol sold at Town Center.

The Rotary Club has sold alcohol at Town Center for events in the past such as the Carol Stream Summer Concerts or the Special Olympics fundraiser. These events were directly organized by Village staff and were allowed to have alcohol sales. If the Village were to allow this event to sell alcohol it will set a precedent potentially allowing other non-profits the same opportunity. If petitioner were to receive a positive response to their inquiry regarding alcohol sales, they would provide further information if they were to proceed with the event.

**Staff is requesting direction on whether to allow this event to proceed with the application process, specifically with the process of using the Rotary Club of Carol Stream for alcohol sales if they meet all other event requirements.**

Attachment

Attn: Tia Messino

My Child's Life Matters

704 N Addison Rd

Villa Park, IL 60181

EIN # 81-4675746

**COPY**

11-14-2019

To Village of Carol Stream:

Planning committee, Village Manager, any related persons

As requested by Tia Messino, here is an itinerary and purpose of the purposed "Ride For John" to be held on July 25<sup>th</sup> of 2020:

My Child's Life Matters works tirelessly to create awareness about the current opiate crisis, to help those in need (both those struggling and family members) whenever and however possible, and to offer a judgement free place to address these needs in our main office in many ways. We are part of the Hope Task Force founded at the DuPage County Health department and attempt to work closely with likeminded individuals.

The "Ride For John" is in the planning stage of it's 4<sup>th</sup> annual Run. While this event was created as a fundraiser for our organization, we are happy to break even and even absorb most of the cost because we have found the event to be vital in networking with many municipal and non-governmental agencies.

The application is for the use of the Town Center Park where we intend to end our Motorcycle Ride and begin our event. We will be using the stage for entertainment as well as to have speakers from the community. In years 2 and 3 The now Sherriff of Dupage, the District Attorney, and several others spoke about the current situation and what attempts are being made locally to combat the crisis. We kick the event off with the USMC doing Colors and then have music playing as we network with the many people who choose to attend.

In regard to the alcohol permit we a requesting, hopefully ran by the Rotary Club, we have found it a necessary element to draw the numbers we are reaching for. My Child's Life Matters in no ways endorses alcohol and have removed ourselves

from the sales in each event. We have allowed both the VFW, and the American Legion to sell alcohol at our previous events which has helped them keep our rental prices down. We have simply found that this piece is unfortunately essential.

We will be prepared with our own individuals to keep the area safe and expect that there will be numerous law enforcement agencies present. Safety will be respectfully maintained. As our planning process proceeds we will be presenting you with an emergency plan as well as our safety and layout plan.

Thank You in advance for your consideration of our application

Robb Zander (Board Member)

630-827-1030

A handwritten signature in black ink, appearing to be 'Robb Zander', with a long horizontal stroke extending to the right.

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 02,2019**

**AGENDA ITEM**  
L-1 12/2/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ABBOTT TREE CARE</b>					
SNOW REMOVAL	1,756.66	01670200-52266	SNOW REMOVAL	16990 PO-3766	
	<u>1,756.66</u>				
<b>ACCURATE OFFICE SUPPLY CO</b>					
OFFICE SUPPLIES	11.10	01662600-53314	OFFICE SUPPLIES	498285	
OFFICE SUPPLIES	109.65	01662600-53314	OFFICE SUPPLIES	496586	
OFFICE SUPPLIES	118.74	01662600-53314	OFFICE SUPPLIES	497173	
OFFICE SUPPLIES	139.65	01662600-53314	OFFICE SUPPLIES	497806	
OFFICE SUPPLIES REFUND	-86.20	01662600-53314	OFFICE SUPPLIES	497188	
	<u>292.94</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
SNOW REMOVAL-GLENBARD NORTH SIDEWALK :	1,165.00	01670200-52266	SNOW REMOVAL	2019-380 PO-3767	
SNOW REMOVAL-GLENBARD NORTH SIDEWALK :	1,165.00	01670200-52266	SNOW REMOVAL	2019-381 PO-3767	
SNOW REMOVAL-SIDEWALK 11/11/19	8,390.44	01670200-52266	SNOW REMOVAL	2019-382 PO-3767	
SNOW REMOVAL-SILVER LEAF SIDEWALK 11/11/19	120.00	01670200-52266	SNOW REMOVAL	2019-379 PO-3767	
	<u>10,840.44</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
505 E NORTH-BLDG REVIEW ELEVATOR	300.00	01643700-52253	CONSULTANT	52562	
616 HIAWATHA-PLUMBING INSPECTIONS	20.00	01643700-52253	CONSULTANT	11999	
PLUMBING INSPECTION-616 HIAWATHA 8/12,8/19	132.80	01643700-52253	CONSULTANT	11770	
PLUMBING INSPECTIONS-OCT 2019	965.60	01643700-52253	CONSULTANT	11998	
	<u>1,418.40</u>				
<b>BAXTER &amp; WOODMAN INC</b>					
DESIGN WRC DE-WATERING PO-3738	3,800.00	04101100-54480	CONSTRUCTION	0209827	20200044
NORTH AVE MAIN LINING DESIGN	3,120.00	04201600-52253	CONSULTANT	0209828 PO-3764	
	<u>6,920.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 02,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>BEARY LANDSCAPING</b>					
FY20 PLANT BED MAINTENANCE	8,325.00	01670400-52272	PROPERTY MAINTENANCE	144130	20200008
	<u>8,325.00</u>				
<b>BROWN &amp; ROOT INDUSTRIAL SERVICES LLC</b>					
WELLHOUSE SIDING AND WINDOWS	11,044.90	04201600-52244	MAINTENANCE & REPAIR	440433 PO-3734	
	<u>11,044.90</u>				
<b>CEMCOM, LTD</b>					
ECON DEV CONSULTANT	349.20	01643600-52253	CONSULTANT	0219038	
	<u>349.20</u>				
<b>CHRISTOPHER B BURKE ENGR LTD</b>					
290 S MAIN ST-PROFESSIONAL SVCS 9/1/19-10/2	1,636.00	01620600-52253	CONSULTANT	154615	
	<u>1,636.00</u>				
<b>COMED</b>					
1128 EVERGREEN TRL 10/17/19-11/15/19	76.48	04101500-53210	ELECTRICITY	0291093117 11/15/19	
1350 TALL OAKS DR 10/16/19-11/14/19	53.49	04101500-53210	ELECTRICITY	2073133107 11/14/19	
1415 MAPLE RIDGE 10/17/19-11/15/19	28.72	01670600-53210	ELECTRICITY	5838596003 11/15/19	
192 YUMA 10/16/19-11/14/19	46.94	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 11/14/19	
333 FULLERTON-WELL 3 10/15/19-11/13/19	1,074.80	04201600-53210	ELECTRICITY	0300009027 11/14/19	
391 ILLINI DR 10/16/19-11/14/19	157.03	01670600-53210	ELECTRICITY	4430145023 11/14/19	
465 CENTER 10/16/19-11/14/19	77.57	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 11/14/19	
633 THUNDERBIRD 10/16/19-11/14/19	125.05	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 11/14/19	
850 LONGMEADOW-AERATOR 10/16/19-11/14/1	21.42	01670600-53210	ELECTRICITY	1865134015 11/14/19	
879 DORCHESTER DR-AERATOR 10/16/19-11/14/	21.42	01670600-53210	ELECTRICITY	0803155026 11/14/19	
RT 64/KUHN RD. 10/16/19-11/14/19	36.52	01662300-52298	ATLE SERVICE FEE	4202129060 11/14/19	
VARIOUS LOCATIONS 10/15/19-11/18/19	409.32	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 11/18/19	
	<u>2,128.76</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 02,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CONSTELLATION NEW ENERGY</b>					
1 N END THORNHILL 16154106501 10/15/19-11/14/19	105.48	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6	
100 DELLA-16093293401 10/7/19-11/5/19	10.01	01670300-53213	STREET LIGHT ELECTRICITY	7280332-2 11/06/19	
301 ANTELOPE 16163018101 10/16/19-11/14/19	68.75	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 11/15/19	
391 FLINT TRL 16163033901 10/16/19-11/14/19	55.67	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 11/15/19	
403 SIOUX LN 16163027601 10/16/19-11/14/19	25.17	01670300-53213	STREET LIGHT ELECTRICITY	7280332-3 11/15/19	
491 CHEYENNE 16162999101 10/16/19-11/14/19	24.77	01670300-53213	STREET LIGHT ELECTRICITY	7280332-9 11/15/19	
500 N GARY-CONTROLLER 16162999901 10/16/19-11/14/19	107.37	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 11/15/19	
506 CHEROKEE 16163042501 10/16/19-11/14/19	50.56	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 11/15/19	
512 CANYON TRL 16163020701 10/16/19-11/14/19	21.88	01670300-53213	STREET LIGHT ELECTRICITY	7280332-8 11/15/19	
594 NEZ PERCE 16163020101 10/16/19-11/14/19	24.02	01670300-53213	STREET LIGHT ELECTRICITY	7280332-14 11/15/19	
796 PAWNEE DR 16163037801 10/16/19-11/14/19	61.73	01670300-53213	STREET LIGHT ELECTRICITY	7280332-15 11/15/19	
880 PAPOOSE CT 16163018201 10/16/19-11/14/19	117.15	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 11/15/19	
990 DEARBORN 16163045001 10/16/19-11/14/19	62.82	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 11/15/19	
	<b>735.38</b>				
<b>CORRECTIVE ASPHALT MATERIALS</b>					
ASPHALT RESTORATIVE SEALER PO-462590	2,785.11	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	19121N	20200017
	<b>2,785.11</b>				
<b>DRI-STICK DECAL CORP</b>					
2020 BUS,DOG,VENDING TAGS	1,607.25	01610100-53315	PRINTED MATERIALS	364373	
CR-OVERCHARGE INVOICE 348992	-100.00	01610100-53315	PRINTED MATERIALS	348992-CR	
	<b>1,507.25</b>				
<b>DUPAGE COUNTY CLERK</b>					
NOTARY RENEWAL-CHERYL LEUZE	10.00	01662600-52234	DUES & SUBSCRIPTIONS	NOTARY 2019-LEUZE	
	<b>10.00</b>				
<b>DUPAGE COUNTY RECORDER</b>					
WEED LIEN 8/6/19, 8/20/19	34.00	01520000-52233	RECORDING FEES	40077263	
	<b>34.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 02,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>ENGINEERING RESOURCE ASSOCIATES INC</b>					
PROFESSIONAL SVCS THRU NOV. 1, 2019	923.82	01620600-52253	CONSULTANT	19102400.01	
	<b>923.82</b>				
<b>FEDEX</b>					
PRIORITY POSTAGE	8.40	04201400-52229	POSTAGE	6-837-80231	
UNIFORM SAMPLES-RETURN	4.34	04200100-53324	UNIFORMS	6-823-70911	
UNIFORM SAMPLES-RETURN	4.34	04100100-53324	UNIFORMS	6-823-70911	
UNIFORM SAMPLES-RETURN	4.34	01670100-53324	UNIFORMS	6-823-70911	
UNIFORM SAMPLES-RETURN	4.34	01696200-53324	UNIFORMS	6-823-70911	
	<b>25.76</b>				
<b>FLOOD BROTHERS DISPOSAL</b>					
LEAF/YARD WASTE STICKERS	1,100.00	01-14120	YARD WASTE STICKERS	4637124	
LEAF/YARD WASTE STICKERS	1,200.00	01-14121	LEAF COLLECTION STICKERS	4637124	
	<b>2,300.00</b>				
<b>GENUINE PARTS COMPANY INC</b>					
OC PARTS 10/31/19	30.15	01696200-53317	OPERATING SUPPLIES	11007487 10/31/19	
OC PARTS 10/31/19	46.47	04201600-53316	TOOLS	11007487 10/31/19	
OC PARTS 10/31/19	88.68	01670200-53317	OPERATING SUPPLIES	11007487 10/31/19	
OC PARTS 10/31/19	2,399.93	01696200-53354	PARTS PURCHASED	11007487 10/31/19	
	<b>2,565.23</b>				
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK-A RETSKE 11/10, 11/17/19	1,120.00	04103100-52253	CONSULTANT	2914901	
ACCOUNTS CLERK-A RETSKE 11/10, 11/17/19	1,120.00	04203100-52253	CONSULTANT	2914901	
AMR ASSISTANCE-M SCHULTZ 10/27, 11/3/19	2,321.90	04201400-52253	CONSULTANT	2905261	20200001
OFFICE MANAGER-D KALKE 11/10, 11/17/19	2,463.36	01590000-52253	CONSULTANT	2914900	
	<b>7,025.26</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 02,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>H &amp; H ELECTRIC COMPANY</b>					
EMERGENCY STREET LIGHT	2,969.72	01670300-52271	STREET LIGHT MAINTENANCE	33901	20200022
	<u>2,969.72</u>				
<b>JOHN L FIOTI</b>					
LOCAL PROSECUTION-NOVEMBER 2019	262.50	01570000-52238	LEGAL FEES	CS 11-19	
LOCAL PROSECUTION-NOVEMBER 2019	262.50	01662300-52310	ATLE LEGAL ADJUDICATION	CS 11-19	
	<u>525.00</u>				
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL-OCTOBER 2019	129.00	22490000-52238	LEGAL FEES	206351	
GENERAL COUNSEL-OCTOBER 2019	258.00	04200100-52238	LEGAL FEES	206351	
GENERAL COUNSEL-OCTOBER 2019	344.00	01510000-52238	LEGAL FEES	206351	
GENERAL COUNSEL-OCTOBER 2019	537.50	04100100-52238	LEGAL FEES	206351	
GENERAL COUNSEL-OCTOBER 2019	6,128.58	01570000-52238	LEGAL FEES	206351	
	<u>7,397.08</u>				
<b>MARK E RADABAUGH</b>					
TAPING & EDITING 11/18/19	175.00	01590000-52253	CONSULTANT	19-0141	
	<u>175.00</u>				
<b>MUNICIPAL CLERKS OF DUPAGE CO</b>					
CLERKS MEETING 12/04/19	30.00	01520000-52222	MEETINGS	MCDC 12/04/19	
	<u>30.00</u>				
<b>NICOR</b>					
200 TUBEWAY 10/16/19-11/15/19	38.48	04101500-53230	NATURAL GAS	14309470202 11/15/19	
	<u>38.48</u>				
<b>ONSITE STORAGE SYSTEMS, INC</b>					
CONTAINER RENTAL 11/22/19-12/22/19	100.00	01670200-53317	OPERATING SUPPLIES	19362	
	<u>100.00</u>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>PACE SYSTEMS INC</b>					
BOARDROOM AV REPAIR	374.00	01652800-54418	CATV/ PEG EXPENSES	209086	
	<u>374.00</u>				
<b>REFUNDS MISC</b>					
ADMIN/PUBLIC SAFETY FEE-PARTIAL REIMB.	475.00	01000000-45321	TOWING FEE	CSPC1924535	
STICKER 15934 OVERPAYMENT	92.50	01000000-42303	VEHICLE LICENSES	STICKER 15934	
	<u>567.50</u>				
<b>REFUNDS PRESERVATION BONDS</b>					
DECK BOND #2173455 19-5125-DECK	200.00	01-24302	ESCROW - GRADING	1211 CACTUS TRL	
DRIVEWAY BOND #1974169 18-1239-DRVW	300.00	01-24302	ESCROW - GRADING	980 OVERLOOK	
PARKING LOT BOND #2162005 19-51108-PKGL	500.00	01-24302	ESCROW - GRADING	204 EASY	
PATIO BOND #2079135 19-0267-PATI	200.00	01-24302	ESCROW - GRADING	137 PEBBLE CREEK	
PATIO BOND #2164682 19-51194-PATI	200.00	01-24302	ESCROW - GRADING	1456 MAPLE RIDGE	
ROOM ADDITION BOND #2080891 19-0290-ROO	200.00	01-24302	ESCROW - GRADING	1379 IRIS	
SHED BOND #2185751 19-51360-PATI	200.00	01-24302	ESCROW - GRADING	1150 NEWBURG	
STOOP BOND #2001268 18-1518-STOO	200.00	01-24302	ESCROW - GRADING	249 THUNDERBIRD	
STRUCTURAL BOND #1991575 18-1440-MNSL	200.00	01-24302	ESCROW - GRADING	206 YUMA	
	<u>2,200.00</u>				
<b>REFUNDS TAX STAMPS</b>					
1139 SANDHURST LN-STAMP 30954	876.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 30954	
	<u>876.00</u>				
<b>RUSH TRUCK CENTERS</b>					
NV BRAKE PARTS	186.58	01696200-53354	PARTS PURCHASED	3017198316	
NV FILTER	24.68	01696200-53354	PARTS PURCHASED	3017182907	
	<u>211.26</u>				
<b>STANDARD EQUIPMENT COMPANY</b>					
SEWER NOZZLE	4,095.00	04101500-53350	SMALL EQUIPMENT EXPENSE	P18475 PO-3771	
	<u>4,095.00</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TELCOM INNOVATIONS GROUP LLC</b>					
VOICE MAIL CONFIGURATION	70.00	01652800-52253	CONSULTANT	A54335	
	<u>70.00</u>				
<b>TRANE US INC</b>					
BAS MANT-Q/E 1/31/20	3,475.00	01680000-52244	MAINTENANCE & REPAIR	310379668	
	<u>3,475.00</u>				
<b>VERIZON WIRELESS</b>					
CELL PHONES 10/14/19-11/13/19	36.01	01662700-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	38.01	01652800-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	56.71	01610100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	56.71	01640100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	56.71	01642100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	56.71	01690100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	59.11	01662700-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	94.72	01600000-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	113.42	01643700-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	113.42	01680000-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	180.33	01590000-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	273.28	04100100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	378.27	01620100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	436.69	01652800-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	479.77	04200100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	532.33	01670100-52230	TELEPHONE	9842165233 11/13/19	
CELL PHONES 10/14/19-11/13/19	3,440.85	01662700-52230	TELEPHONE	9842165233 11/13/19	
	<u>6,403.05</u>				
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>					
POWERWASHER	367.97	01670400-52244	MAINTENANCE & REPAIR	SO001009	
	<u>367.97</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on DECEMBER 02,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GRAND TOTAL</b>	<u><u>\$92,499.17</u></u>				

**The preceding list of bills payable totaling \$92,499.17 was reviewed and approved for payment.**

**Approved by:**

  
\_\_\_\_\_  
Bob Mellor –Village Manager

**Date:** 11/27/19

**Authorized by:**

\_\_\_\_\_  
Frank Saverino – Mayor

\_\_\_\_\_  
Laura Czamecki- Village Clerk

**ADDENDUM WARRANTS**  
**November 19, 2019 Thru December 02, 2019**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll November 4, 2019 thru November 17, 2019	536,544.54
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll November 4, 2019 thru November 17, 2019	56,681.06
				<u>593,225.60</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

\_\_\_\_\_  
Laura Czarnecki - Village Clerk