

# Village of Carol Stream

## BOARD MEETING

### AGENDA

MARCH 1, 2021

6:00 P.M.

*Village Board meeting is being held virtually to the public until further notice due to the pandemic.*

*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 February 16, 2021 Village Board Meeting.

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

1. 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. 21-0001 – Equity Advisors Group, LLC (Resolute Industrial)-200 S. Schmale Road  
*Special Use Permit for Equipment Rental Operations*  
*Special Use Permit for Outdoor Activities and Operations*  
*Equipment Storage*  
**RECOMMEND APPROVAL WITH CONDITIONS 6-0**
  - b. 21-0002 – Mercedes Benz USA, LLC – 100 Mercedes Drive  
*Special Use Permit for Outdoor Activities and Operations-Storage of Fleet Vehicles*  
*Variation to Landbank Parking*  
**RECOMMEND APPROVAL WITH CONDITIONS 6-0**

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

# Village of Carol Stream

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

1. Presentation and recommendation to purchase body cameras. *Staff recommends to purchase 65 Vista Body Cameras and associated equipment to include charging kits, licensing, warranties and software support for an amount not to exceed \$112,000 from WatchGuard Video.*
2. Motion to approve a contract for Tree Inventory and Urban Forestry Management Plan Services with Great Lakes Urban Forestry Management in the amount of \$30,450.
3. Motion to reject all bids received on February 22, 2021, for the Mowing Services contract and immediately conduct another bid public process for this contract.
4. Motion to award a contract for Plant Bed Maintenance to Prime Landscaping in the amount of \$24,916.30 for the period May 1, 2021 through April 30, 2022.
5. Motion to award a bid to Jetco, Ltd. for Painting and Minor Repairs to Water Tower #4 located on Lies Road in the amount of \$581,850.
6. Recommendation to approve an Engineering Services Agreement for Oversight of the Tower #4 Painting and Repair Project with Christopher B. Burke Engineering, Ltd. in the amount of \$43,114.
7. Motion to Approve a Professional Services Agreement with Engineering Resource Associates, Ltd. for the design, permitting and construction contract preparation for the Klein Creek Stream Bank Stabilization-Section I Project pursuant to the provisions of Section 5-8-14(A) of the Village Code of Ordinances.

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

1. Ordinance No. 2021-03-\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class F Liquor Licenses from 7 to 8 (Fish and Chicken Factory III LLC, 333 Schmale Road). *Staff recommends issuing a Class F Liquor License to Chicago Fish and Chicken Factory for the consumption of beer and wine on the premises.*

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2. Ordinance No. 2021-03-\_\_\_\_\_ 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 Rental Operations in the I Industrial District (Equity Advisors Group, LLC/Resolute Industrial (200 S. Schmale Road). *See F.1.a*
3. Ordinance No. 2021-03-\_\_\_\_\_ Approving a Special Use Permit for Outdoor Activities and Operations for Storage of Fleet Vehicles in the I Industrial Zoning District and a Landbanked Parking Variation (Mercedes Benz USA, LLC, 100 Mercedes Drive). *See F.1.b*
4. Ordinance No. 2021-03-\_\_\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class A Liquor Licenses from 14 to 13 (T42, Inc. d/b/a John and Tony's, 27W371 North Ave).
5. Ordinance No. 2021-03-\_\_\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class J Liquor Licenses from 1 to 0 (T42, Inc. d/b/a John and Tony's Wine Club, 27W371 North Ave).

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

1. Resolution No. \_\_\_\_\_ Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County – Mowing of Certain Right-of-Ways. *Staff recommends approving the Intergovernmental Agreement with DuPage County for mowing certain County right-of-ways ending April 30, 2022.*
2. Resolution No. \_\_\_\_\_ With Respect to the Release of Certain Executive Session Minutes of the Mayor and Board of Trustees of the Village of Carol Stream, Illinois. *Executive Session meeting minutes not previously released shall be maintained as confidential and not released at this time.*

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

# Village of Carol Stream

## BOARD MEETING

### AGENDA

MARCH 1, 2021

6:00 P.M.

*Village Board meeting is being held virtually to the public until further notice due to the pandemic.*

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

1. Regular Bills: February 17, 2021 through March 1, 2021.
2. Addendum Warrants: February 17, 2021 through March 1, 2021.

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

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

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

1. Pending Litigation

#### **O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2020-02-02</b>	<b>LAST RESOLUTION</b>	<b>3173</b>
<b>NEXT ORDINANCE</b>	<b>2021-03-03</b>	<b>NEXT RESOLUTION</b>	<b>3174</b>

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES**  
**Hybrid Meeting - In Person and Zoom**  
**Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue,**  
**Carol Stream, DuPage County, IL**

**February 16, 2021**

Mayor Pro Tem Matt McCarthy called the Regular Meeting of the Board of Trustees to order at 6:02 p.m. and directed Clerk Julia Schwarze to call the roll.

Present: Trustees Tom Garvey, John Zalak, John LaRocca, Rick Gieser, Mary Frusolone and Matt McCarthy

Absent: Mayor Frank Saverino, Sr.

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Chief of Police Bill Holmer and Finance Director Jon Batek; called in virtually was Village Attorney Jim Rhodes

**MINUTES:**

*Trustee Zalak moved and Trustee Frusolone made the second to approve the Minutes of the February 1, 2021 Village Board Meeting. The results of the roll call vote were as follows:*

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

*Abstain: 0*

*Absent: 0*

*The motion passed.*

*Trustee Garvey moved and Trustee Gieser made the second to approve the Minutes of the February 1, 2021 Special Workshop Meeting. The results of the roll call vote were as follows:*

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

*Abstain: 0*

*Absent: 0*

*The motion passed.*

*Trustee LaRocca moved and Trustee Frusolone made the second to approve the Minutes of the February 8, 2021 Special Workshop Meeting. The results of the roll call vote were as follows:*

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

*Abstain: 0*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Police Chief Holmer gave an introductory speech and Mayor Pro Tem McCarthy swore in Don Cummings as Deputy Police Chief. After his daughter, Olivia, pinned on his badge, Deputy Chief Cummings then gave an acceptance speech, was congratulated by each Trustee and applauded by family, friends and colleagues in attendance to support him.
2. Public Comments were submitted in the form of three letters read by Clerk Schwarze.

**PUBLIC HEARINGS:** *None*

**CONSENT AGENDA:**

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. Recommendation to award a contract for the purchase of Police Vehicle Laptops to MNJ Technologies in the amount of \$162,434.76
2. Recommendation to award a contract for the purchase of Dell Surface Equipment to MNJ Technologies in the amount of \$32,192.21
3. Ordinance No. 2021-02-02, authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2021 to provide expenditure authority for a number of projects proposed in the working FY2021/22 draft budget that can be completed from available revenues in the current year
4. Resolution No. 3173 Authorizing the Location, Construction, Operation and Maintenance of Village Infrastructure within the Jurisdiction of the Department of Transportation of the State of Illinois
5. Payment of Regular Bills from February 2, 2021 through February 16, 2021
6. Payment of Addendum Warrant of Bills from February 2, 2021 through February 16, 2021
7. Treasurer's Report for Month Ended January 31, 2021

*Trustee Gieser moved and Trustee Zalak 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 Garvey, Zalak, LaRocca, Gieser, Frusolone 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 Vehicle Laptop Purchase:**

*The Village Board approved a contract for the purchase of Police Vehicle Laptops to MNJ Technologies in the amount of \$162,434.76 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.*

**Surface Equipment Replacement:**

*The Village Board approved a contract for the purchase of Dell Surface Equipment to MNJ Technologies in the amount of \$32,192.21 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.*

**Ordinance No. 2021-02-02, An Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2021:**

*The Village Board amended the previously approved fiscal year 2020/21 budget to provide expenditure authority for a number of projects proposed in the working FY2021/22 draft budget that can be completed from available revenues in the current year.*

**Resolution No. 3173 Authorizing the Location, Construction, Operation and Maintenance of Village Infrastructure within the Jurisdiction of the Department of Transportation of the State of Illinois:**

*The Village Board approved the bi-annual Illinois Department of Transportation Resolution for Maintenance of Village Infrastructure in State Right-of-Way.*

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

*The Village Board approved payment of the Regular Bills dated February 16, 2021 in the amount of \$976,439.46. The Village Board approved the payment of Addendum Warrant of Bills from February 2, 2021 thru February 16, 2021 in the amount of \$685,427.85.*

**Treasurer's Report:**

*The Village Board received Revenue/Expenditure Statements and Balance Sheet for the Month Ended January 31, 2021.*

**Non-Consent Agenda:**

**Resolution No. \_\_\_\_\_ Regarding HB 3653 (Criminal Justice Reform Bill) Disapproving of the Legislative Process and Recommending a Comprehensive Trailer Bill.**

*Trustees McCarthy and Frusolone asked to pull off the Consent Agenda the Resolution regarding HB 3653 Disapproving of the Legislative Process and Recommending a Comprehensive Trailer Bill. A discussion ensued which included the Trustees, Mayor Pro Tem and Police Chief Holmer.*



Upon completion of the discussion and all input received, Trustee McCarthy moved and Trustee LaRocca made the second to table the Resolution regarding HB 3653. The results of the roll call vote were as follows:

Ayes: 4 Trustees Garvey, Zalak, LaRocca and McCarthy

Nays: 2 Trustees Gieser and Frusolone

Absent: 0

The motion passed.

### **Report of Officers:**

Trustee Garvey stated that Carol Stream is marked by its volunteers. He asked that residents please email him their personal stories of neighborly good deeds for inspiration. He congratulated Deputy Chief Don Cummings on his promotion.

Trustee Zalak congratulated Deputy Chief Cummings and stated that he will do a fine job.

Trustee LaRocca congratulated Deputy Chief Cummings and the whole Carol Stream Police Department on always doing a great job and the right thing.

Trustee Gieser congratulated both Deputy Chief Cummings and the Public Works Dept. on doing a great job. He shared a personal example of neighborly good deeds when his furnace went out and he received an outpouring of support and ideas from his neighbors on social media.

Trustee Frusolone expressed gratitude and offered congratulations to Deputy Chief Cummings and the Public Works Department. She clarified her "No" vote on the HB 3653 Resolution.

Clerk Schwarze congratulated Deputy Chief Cummings and reminded residents to Shop Carol Stream.

Village Manager Mellor congratulated Deputy Chief Cummings, thanked citizens for shoveling their sidewalks and reminded residents not to park on the street when the plows are out. He stated that due to time constraints for tree-planting, he will be requesting a waiver of formal bidding for tree planting this spring.

Village Attorney Rhodes congratulated Deputy Chief Cummings as a wonderful choice for this role.

*Mayor Pro Tem McCarthy congratulated Police Chief Holmer on making a fantastic choice in promoting Deputy Chief Cummings. He is disappointed that there can be no Relay for Life Bags Tournament this spring, but is hopeful for the fall. He stated that he supports reform but also feels the Carol Stream Police Department is in good shape and has nothing to worry about, and that reform needs to encompass the concerns of all.*

*At 7:10 p.m., Trustee Frusolone moved and Trustee LaRocca made the second to adjourn the meeting. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Absent: 0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Matt McCarthy, Mayor Pro Tem

ATTEST:

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Julia Schwarze, 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  
February 22, 2021.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Patty Battaglia, Planning and Permitting Assistant, to call the roll.

The results of the roll call vote were:

Present: 6 Commissioners Battisto, Christopher, Tucek, Morris, Meneghini and Chairman Parisi

Absent: 1 Commissioner Petella

Also Present: Tom Farace, Planning and Economic Development Manager; Patty Battaglia, Planning and Permitting Assistant and a representative from County Court Reporters.

**MINUTES:**

Commissioner Tucek moved and Commissioner Morris seconded the motion to approve the minutes of the Regular Meeting held on January 11, 2021.

The results of the roll call vote were:

Ayes: 4 Commissioners Tucek, Morris, Meneghini and Chairman Parisi

Nays: 0

Abstain: 2 Commissioners Battisto and Christopher

Absent: 1 Commissioner Petella

The motion passed by majority vote.

**PUBLIC HEARING:**

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was passed by unanimous vote.

**21-0001- Equity Advisors Group, LLC (Resolute Industrial) / 200 S. Schmale Road – Special Use**

Chairman Parisi swore in Henry (Gene) Coder, Senior Product Manager for Equity Advisors Group, 200 S. Schmale Road, Carol Stream, IL.

Mr. Farace stated we have one person in the Zoom meeting watching remotely but they cannot hear the meeting or see the video. Mr. Farace stated the person left the Zoom meeting and he will monitor to see if he returns.

Chairman Parisi asked Mr. Coder to give a presentation before taking any questions.

Mr. Coder stated Equity Advisors Group has been in business for over 45 years and our business model is to match properties with customers and clients. Resolute Industrial has outgrown their current building. Our intention for 200 S. Schmale Road is to replace the roof, improve the conditions of landscaping, fencing, asphalt and extend rear of building by 7,000 square feet. Mr. Coder stated they expect to close on this property in the next day or so.

Chairman Parisi asked if there were any questions or comments for the petitioner from the audience and there were none.

Chairman Parisi then asked Mr. Farace to provide a staff presentation.

Mr. Farace stated Mr. Coder is seeking two special uses; one for equipment rentals and one for outdoor storage of the equipment within the rear or west portion of the property. Pro Wrench Truck Repair Services is currently utilizing this property, but will now be used by Resolute Industrial for equipment rental services for a variety of HVAC, cooling and heating equipment which will be stored in the rear half of the property. The interior of the building will be renovated and a 7,000 square foot addition is proposed on the southwest corner for warehouse space. The parking lot will be restored and a portion of the far west quadrant of the property (now a gravel parking lot which does not meet our code requirements) will be removed and become grassed over or green space. There are also some additional docks proposed at the northeast and northwest corners of the building. Some additional landscaping for screening purposes on the north boundary of the property near the western most driveway and along the property frontage are also proposed. In addition, a chain link fence along the north property line for screening and security purposes is included in the proposal. Since this property is just south of the Carol Stream Market Place Shopping Center where Caputo's is located, it was previously discussed by the Plan Commission to have fencing in this area be more esthetically pleasing such as a fence with mesh screening.

Mr. Farace stated staff is supportive of this request and it is a good reuse of this property and we appreciate the improvements that are proposed and recommend the approval of this request.

Chairman Parisi asked for questions from the Plan Commission.

Commissioner Morris asked if there would be a lot of truck traffic on the roadway and if trucks would possibly be backing up and blocking traffic.

Mr. Coder stated there would not be an excessive amount of trucks on the roadway and none would be backing up or blocking traffic.

Commissioner Tucek asked about the location of the fence being on the roadway.

Mr. Farace clarified the location of the fence would not be on the roadway along Schmale and is fine where it will be located, but the proposal is for a chain link fence with slats and staff is recommending some type of mesh screen instead.

There was a brief discussion regarding the type and color of the fence.

Chairman Parisi asked for a motion to recommend approval for Case No. 21-0001 with staff recommendations. Commissioner Morris moved and Commissioner Christopher seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes:	6	Commissioners Battisto, Christopher, Tucek, Morris, Meneghini and Chairman Parisi
Nays:	0	
Abstain:	0	
Absent:	1	Commissioner Petella

The motion was passed by unanimous vote.

This case will go before the Village Board of Trustees on Monday, March 1, 2021, at 6:00 PM for formal approval.

There was a brief pause to handle technical issues during the meeting.

**21-0002- Mercedes Benz USA, LLC / 100 Mercedes Drive – Special Use and Variation**

Chairman Parisi swore in Robert Foley, Dewberry Engineers Inc. and Dan Kunzer, design builder with Pinnacle Contractors.

Mr. Farace stated there is not anyone on the Zoom meeting.

Chairman Parisi asked Mr. Foley to begin his presentation.

Mr. Foley stated a Learning and Performance Center (LPC) will occupy 12,000 square feet inside the warehouse addition on the rear of the building. A row of 42 parking spaces will be constructed to the east of the building, along the rear drive aisle, and a separate parking field with 40 parking spaces will be constructed to the east of the building to store fleet vehicles associated with the LPC. The fleet vehicle lot will be secured with a fence and gate system. Mr. Foley also proposed a variation for landbanking of required parking spaces.

Chairman Parisi asked Mr. Farace to provide a staff presentation.

Mr. Farace stated special use is being requested for landbank parking along with open storage for the vehicles associated with their training facility which will occupy 12,000 square feet. Parking demand, number of employees and technicians coming to the facility was looked at and there is more than enough parking currently to meet their needs. They will also be constructing 40 additional parking spaces along rear drive aisle and fleet vehicles will be in the separate parking field which will be gated and fenced. If more parking is required in the future, there is availability in the northeast quadrant where the green space area is located. Staff is comfortable with both requests and we are recommending approval.

Chairman Parisi asked if there were any questions and there were none.

Chairman Parisi asked for a motion to recommend approval for Case No. 21-0002 with staff recommendations. Commissioner Tucek moved and Commissioner Morris seconded the motion with no further discussion.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was passed by unanimous vote.

This case will go before the Village Board of Trustees on Monday, March 1, 2021, at 6:00 PM for formal approval.

Chairman Parisi asked for a motion to close the Public Hearing. Commissioner Tucek moved and Commissioner Battisto seconded the motion with no further discussion.

**OLD BUSINESS:**

**OTHER BUSINESS:**

Mr. Farace asked if the PC/ZBA meeting on March 8, 2021 can be cancelled due to lack of items for the agenda.

Chairman Parisi asked for a motion to cancel the meeting on March 8, 2021:

Commissioner Christopher moved and Commissioner Meneghini seconded the motion to cancel the March 8, 2021 meeting.

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

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was passed by unanimous vote.

**ADJOURNMENT:**

At 6:34 p.m. Commissioner Battisto moved and Commissioner Christopher seconded the motion to adjourn the meeting.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Patty Battaglia  
Planning and Permitting Assistant

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

\_\_\_\_\_  
Chairman

*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:** February 23, 2021

**RE:** **Agenda Item for the Village Board Meeting of March 1, 2021**  
**PC/ZBA Case 21-0001, Equity Advisors Group, LLC/Resolute Industrial – 200 S. Schmale Road, Special Use Permit to Allow for Outdoor Activities and Operations – Storage of Equipment, Special Use Permit for Equipment Rental Operations**

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H.E. Gene Coder with Equity Advisors Group, LLC, on behalf of Resolute Industrial, requests approval of a Special Use Permit for outdoor activities and operations in the form of the storage of equipment, along with a Special Use Permit for Equipment Rental Operations, at 200 S. Schmale Road. Equity Advisors Group will be purchasing the subject property from the current property owner (Pro Wrench Truck Repair), and Resolute Industrial proposes to lease the property. Resolute Industrial proposes to rent, repair, and store HVAC, chiller, and compressor equipment at the subject property.

Equipment will be stored on the west side of the property and enclosed by a chain link fence and gate system on the north side of the property. The storage area will also contain employee parking. Staff recommended, and the PC/ZBA concurred, that the proposed chain link should have a more aesthetically appealing mesh screening material, rather than privacy slats, given the proximity of the property to commercial properties to the north and greater visibility along Schmale Road. In addition, PC/ZBA concurred with staff's recommendation to install additional landscaping in the form of trees and shrubs along the north and east property frontage for screening of the equipment area and delivery docks. Interior renovations are proposed to the existing building, new docks are proposed at the northeast and northwest corners of the building, and a 7,000 square foot addition is proposed at the southwest corner of the building. The addition will provide additional warehousing space, and will be constructed of an insulated wall panel system with a shadowline profile to match the existing building.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 19, 2021. At its meeting on February 22, 2021, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permits subject to the conditions in the February 22, 2021 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations and Special Use Permit for equipment rental operations, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

**cc:** H.E. Gene Coder, Equity Advisors Group, LLC (via email)



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

**TO:** Robert Mellor, Village Manager

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

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

**DATE:** February 23, 2021

**RE:** **Agenda Item for the Village Board Meeting of March 1, 2021  
PC/ZBA Case 21-0002, Mercedes Benz USA, LLC – 100 Mercedes Drive, Special  
Use Permit to Allow for Outdoor Activities and Operations – Fleet Vehicle Storage,  
Landbanked Parking Variation**

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Scott Cripps with Mercedes Benz USA, LLC (MBUSA) requests approval of a Special Use Permit for outdoor activities and operations in the form of fleet vehicle storage, along with a variation to landbank required parking. MBUSA has operated its Parts Distribution Center (PDC) at 100 Mercedes Drive since 1980. In 2015, as part of an 84,000 square-foot building addition project on the east side of the building, MBUSA received approval to landbank 120 parking spaces near the northeast corner of the building. MBUSA plans to repurpose 12,000 square feet within the building as a Learning and Performance Center (LPC) for Mercedes technicians, with office, classroom, and workshop space. As part of the LPC project, interior renovations are proposed, along with the construction of 42 parking spaces along the rear drive aisle. In addition, a 40-space parking field is proposed to be constructed in the rear of the property to store fleet vehicles associated with the LPC, which will be secured with a fence and gate system.

61 landbanked parking spaces, or spaces planned in an existing green space but not constructed until the need arises based on business operation changes or increased employee counts, are proposed in the northeast quadrant of the property. The subject property currently contains 117 parking spaces, and MBUSA will construct an additional 82 parking spaces, for a total of 199 parking spaces. The Zoning Code requires 260 on-site parking spaces; however, the proposed 199 parking spaces should more than accommodate the existing 66 employees, 36 technicians coming to the LPC, and 40 fleet vehicles.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 19, 2021. At its meeting on February 22, 2021, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permit and Variation subject to the conditions in the February 22, 2021 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations and Variation for landbanked parking, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Scott Cripps, Mercedes Benz USA  
Robert Foley, Dewberry



## Carol Stream Police Department Memorandum

**TO:** Bob Mellor, Village Manager  
**FROM:** Bill Holmer, Chief of Police  
**DATE:** February 24, 2021  
**RE: REQUEST TO PURCHASE – BODY CAMERAS**

### **BACKGROUND**

The Police Department and Village have been discussing the implementation of a body camera program for several years. However, budgetary constraints and uncertainty with legislation surrounding body camera use had caused staff to defer the decision.

Certainly, last year will forever be remembered as being marked by civil unrest due to law enforcement related issues throughout the country. Activists both locally and nationally have called for criminal justice reform including the use of body cameras for police officers. In fact, the State of Illinois recently passed legislation requiring police departments to equip officers with body cameras. Although Carol Stream is not required (by legislation) to implement a body camera program until the year 2025, staff believes in the value of this equipment from both positions of accountability and transparency. While there are concerns with some of the legislative requirements as they apply to body cameras, staff is confident that we can work through these issues and be able to use the equipment beneficially. Much like the in-car video systems, we expect this equipment to provide valuable evidentiary information regarding cases; and, to support officers at times when their actions may be questioned.

### **SUBJECT**

Carol Stream has been using in-car video for many years and it has proven to be a valuable tool. The use of body cameras remains somewhat unique among suburban police departments because of the cost and concerns about legislation related to camera use. As we implement cameras in 2021, Carol Stream will be at the forefront of this effort which we expect to protect officers and help build trust among the public we serve.

Staff has researched several different major manufacturers of body cameras including Axon, WatchGuard, and BodyWorn systems. However, we currently use WatchGuard brand systems for our in-car video process. Our management of video evidence is also performed through WatchGuard's back-end integration. Therefore, staff feels strongly that the best approach is to use compatible systems to avoid any conflicts with integrating different systems.

We have had many discussions with our representative from WatchGuard regarding costs and, after some negotiation, we have been presented with a final cost of \$111,535 for (65) body cameras and related equipment. This includes redaction software necessary for removing images from footage produced in response to Freedom of Information requests. Additionally, it includes licensing and warranty for three years. In other words, there will be no additional costs for the first three years. At the end of that period, we'll need to evaluate the direction we want to go from an equipment perspective. We will have options – we can extend the licensing and warranty year to year; or, we can explore other manufacturers in conjunction with in-car systems which will likely need to be replaced. All video will be stored on our servers on-site. In planning for this project over the last couple of years, we have worked with the IT Department and they have already purchased a more robust server in anticipation of this implementation.

WatchGuard also offered an “as-a-service” option which is a cloud-based service and would cost approximately \$100,000 per year for five years. With this option, hardware would be replaced after the third year and video is stored in the cloud. Our opinion was that this was a more costly option which did not provide the control we sought regarding storage and, ultimately, did not provide the flexibility we desired a few years from now.

### **RECOMMENDATION**

I recommend the sole source purchase of (65) Vista Body Cameras and associated equipment to include charging kits, licensing, warranties, and software support for a not-to-exceed amount of \$112,000 from WatchGuard Video of Allen, Texas.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Village Manager  
FROM: Sam Barghi, Management Analyst  
DATE: January 26, 2021  
RE: Motion to Approve and Authorize the Village Manager to Execute a Contract with Great Lakes Urban Forestry Management (GLUFM) for Tree Inventory and Urban Forestry Management Plan Services

Attached is a contract agreement for Tree inventory and Urban Forestry Management services in the amount of \$30,450 with GLUFM. This contractor was selected by The Morton Arboretum, following their competitive bidding process, to conduct work related to the 2020 – 2022 Urban and Community Forestry Grant (Grant) for all Grant recipients in our regions. The deliverables laid out in this contract mirror the deliverables within The Morton Arboretum Grant agreement.

GLUFM is a well-respected tree contractor and is highly qualified to perform this work. The pricing secured by the Morton Arboretum, through their competitive bidding process, is also highly favorable. Since GLUFM will be doing this work for many agencies, the pricing The Morton Arboretum was able to secure is likely better than pricing the Village could have achieved if it attempted to procure this project on its own.

The Village will be required to pay for all services up-front directly to GLUFM. At the end of the Grant reporting period, all invoices and receipts will be remitted to The Morton Arboretum for reimbursement up to the \$20,000 award amount.

Staff recommends that the Board approve a Motion authorizing the Village Manager to execute the attached contract with GLUFM in the amount of \$30,450 and designate Director of Public Works Phil Modaff as authorized designee for the Village. Should the Village decide to not pursue this project after executing the agreement, the Village is able to cancel the agreement without penalty, so long as written notice is given and no data collection has begun.

Attachment



1485 Louis Bork Drive, Unit #113  
Batavia, IL 60510  
630-762-2400 Fax 630/578-1304

Revised January 26, 2021

Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, IL 60188

Attn: Sam Barghi, Public Works Management Analyst

Re: Contract for Tree Inventory & Urban Forestry Management Plan

Dear Sam,

Congratulations on being awarded the Urban & Community Forestry Grant for Tree Inventory and Urban Forestry Management Plan. As the selected contractor for performing this work, we look forward to working with you on this project.

Having performed dozens of inventories for municipal entities and parks departments over many years, we are aware of how much time, energy, and capital are invested in the management of the Urban Forest. Your tree inventory will be a valuable tool in the management of your tree population in the coming years, and the management plan will be a guiding light for your Urban Forestry program going forward.

Final deliverables will include the tree data in Microsoft Excel format, along with the Urban Forestry Management Plan. We are an industry-leading resource when it comes to the management of the urban forest and other municipal natural resources, and we look forward to working with you as part of your Urban Forestry Team to achieve your management objectives.

Regards-

*Phil Graf*

Phil Graf, Great Lakes Urban Forestry Management

ISA Certified Municipal Arborist # IL 1553-AM



## **SCOPE OF WORK**

This tree inventory is to include all parkway trees and trees on Village Owned properties. This is not to include trees in unmanaged (wooded or natural areas). A Urban Forestry Management Plan will be provided as a result of this project.

### **PART ONE: BASE TREE INVENTORY**

#### **BASE MAP SETUP**

Using GIS base data provided by the City and/or County, a base map and layering system shall be set up in our ArcGIS Online account for field data collection. The base map will display the following information:

- Aerial Photography
- Corporate Limits
- Streets/Street names
- Parcel lines
- Right of way limits

#### **BASE INVENTORY DATA COLLECTION**

Data in the field will be collected using mobile devices which have been connected via Bluetooth to a submeter accuracy GPS antenna. Data collection will be performed in real time using the Collector for ArcGIS mobile application to access the feature services directly. Data to be collected will be consistent with exactly with what is required in the Urban & Community Forestry Grant Program Contractor RFP. These data fields are:

- GPS location (along with Illinois State-Plane XY coordinates and/or WGS 84 coordinates).
- Status: Active Tree, Removed Tree, Stump, Planting Space
- Street Address and Relative Location (for street trees)

All trees are listed by address, street name, and the following site prefixes:

F – Front of the property

R – On the right side of the property

L – On the left side of the property

B - In the back of the property

M – If the tree was located in a planted median in between opposing lanes of traffic

The order of trees at a parcel with multiple trees will be in the direction of the flow of traffic. This holds true for any 1-way streets as well, in order to maintain convention. The front of the parcel is defined by the street its address is on, and this in turn defines the right, left, and back of the parcel. Therefore, a corner parcel with 3 trees in the front of the house and 2 on the right will have them listed as F1, F2, F3 and R1 and R2, with sequential trees being listed in the direction of the flow of traffic. In median situations where there is opposing traffic, M1, M2, and M3 (e.g.) will be listed sequentially from West to East, or North to South, depending on the orientation of the street. This is the same convention as reading, that is to say left to right and top to bottom.

- Land use (i.e., residential, business zone, natural area, park, etc.)
- Growing space (i.e., parkway, park, etc.)

- Species (Common and Latin name)

All tree species are recorded using common names and are identified to the species level. Specific cultivars, hybrids, or varieties will not be identified unless there is a programmatic need to do so. This is because certain genera such as Apple trees, Hybrid Elms, and other ornamentals have such great variation that it is unnecessarily time consuming to identify to this level. The deliverable database will have an open field for entering known cultivars.

- Size: DBH (Diameter at Breast Height, measured to the half inch and rounded to the full inch with a foresters diameter tape at 4.5' above ground level on the uphill side of the tree)
- Number of Stems
- Condition rating (1-5)
  - 1: Specimen Tree, no defects
  - 2: Above Average
  - 3: Average
  - 4: Below Average
  - 5: Dead or nearly so
- Risk assessment  
Collected as None Observed, Elevated, Substantial, Critical
- Arborist Recommendation  
A variety of recommendations for pruning, inspection, removal, risk assessment, etc based on our experienced arborists recommendations
- Recommendation Reasons (up to 2)  
Up to 2 supporting reasons for our recommendation. These are things such as deadwood, presence of insects or disease, etc. Please note, for default recommendations such as "cycle prune", these fields may be left empty.
- General comments or notes  
Comments are included as a courtesy to denote any conditions worthy of note, such as included bark, interference with utilities or street lamps, need for sidewalk or street clearance, limited growth space, poor form, or any other information that may be valuable. These comments are standardized as much as possible, though certain situations exist where nonstandard comments were utilized.

## **DATA QUALITY ASSURANCE / QUALITY CONTROL**

All field-collected data from the inventory will be checked for geographic and tabular accuracy at the end of each week. All data fields in the tabular data will be queried in GIS for any null fields or inaccuracies and will have individual records verified or corrected where discrepancies are noted. All spatial point locations will be verified using a combination of aerial photography and spatial query. If there are point locations which were subject to multipath errors (i.e. points which did not show up on the map where they were supposed to be) their locations will be corrected using aerial orthoimagery and the tabular data we collected for those points. Quality assurance is performed at the end of every week of data collection by our staff in order to correct any issues promptly.

## **BASE TREE INVENTORY DELIVERABLES**

- Tree Inventory Spreadsheet in Microsoft Excel Format

## **TREE INVENTORY TRAINING AND EDUCATION**

- Before the project starts, the Contractor shall meet with the community to outline project goals and plans specific to the community.
- Immediately after the inventory is complete, the Contractor shall provide a minimum of 3 hours of technical assistance to ensure that the community understands how to use the inventory effectively.
- Following the initial 3 hours, the Contractor shall provide an additional minimum of 3 hours of assistance, as needed. These services expire on August 15, 2023.
- 

## **PART TWO: URBAN FORESTRY MANAGEMENT PLAN (UFMP)**

We will create an Urban Forestry Management Plan to meet the requirements of the Urban & Community Forest Grant Program. The plan will be consistent with exactly with what is required in the Urban & Community Forestry Grant Program Contractor RFP.

The plan will consist of the following components:

1. Short- and long-term urban forest goals 2021-2031.
2. Recommended and prioritized urban forest management action items, based on a tree inventory. (ie., prioritized planting locations, a cyclical pruning schedule, etc. One component from item (a) is REQUIRED.
  - a. Recommended and prioritized urban forest management action items, based on an inventory. One component from this list is required.
    - i. A description of the organization's urban forest canopy cover and composition. (Canopy cover can be provided to organizations in Will, Lake, Kane, Kendall, Cook, and McHenry by the Chicago Region Trees Initiative and can be found at [Chicagorti.org/UTC](http://Chicagorti.org/UTC).)
    - ii. Prioritized planting locations, including replacements and new plantings.
    - iii. A cyclical pruning schedule and map
    - iv. Prioritized hazard abatement informed by inventory data
    - v. A list of preferred species, prohibited species, and species to be planted in limited capacity
    - vi. How the urban forest inventory will be used to inform decisions and how it will be updated.
    - vii. A strategy for improving forest age and species structure
3. Specifications for planting, pruning, removals, and construction protection.
4. Required and recommended certifications, qualifications, and training for staff, contracted labor, and consultants.
5. Material and budget projections and considerations.
6. A program for education and outreach for residents.

## **UFMP TRAINING AND EDUCATION**

1. Before the project starts, the Contractor shall meet with the community to outline project goals and plans specific to the community.
2. The Contractor shall provide a minimum of 3 hours, as needed, of outreach and education (that is separate from required inventory outreach) to ensure that the community is able to use the management plan effectively. These services shall expire on August 15, 2023.



**PROJECT COST**

**\$30,450**

**EXECUTION OF CONTRACT**

THE VILLAGE OF CAROL STREAM has agreed to enter into contract with GRAF TREE CARE, INC. (DBA GREAT LAKES URBAN FORESTRY MANAGEMENT) in the amount of \$30,450 for the project as detailed above. We will consider your signing and returning one (1) original copy of this Agreement as our authorization to proceed. This offer to provide services will remain valid for a period of 30 days from the date of preparation (as indicated below), after which time if it has not been accepted it will be subject to change. Thank you again for the opportunity to submit our proposal.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year below written.

**CLIENT:**

**CONSULTANT:**

VILLAGE OF CAROL STREAM

GRAF TREE CARE, INC.

BY: \_\_\_\_\_

BY: 

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

DATE: January 26, 2021

*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.*

This institution is an equal opportunity provider.

**CANCELLATION OF CONTRACT:** *In the event that either party wishes to cancel this contract without penalty, it must be done in writing prior to data collection beginning. Once data collection has begun, the project will be considered "Underway" and no cancellations will be accepted.*

*Village of Carol Stream*  
Interoffice Memorandum

MEMO TO: Robert Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: February 23, 2021  
RE: Motion to Reject All Bids – Mowing Services

The FY22 budget contains funds for contracted mowing services for certain Village properties and rights-of-way. Bids were due to be submitted for public opening on Monday, February 22, 2021. On Friday, February 19, a bidder questioned the acreage of one of the rights-of-way (North Avenue) which, upon review, led staff to determine that a typographical error significantly overstated the total acreage of this location. Therefore, an addendum was issued to all plan holders via e-mail late Friday afternoon and recipients were asked to confirm receipt of the addendum via e-mail. Some plan holders acknowledged receipt of the addendum and some others did not.

On Monday, February 22, 2021, six (6) bids were received and opened. However, only three (3) of the bidders had acknowledged receipt of the addendum prior to submitting their bid. Staff contacted two of the bidders and discovered that they had not seen the addendum prior to preparing their bid. Staff has concluded that this placed some bidders at a disadvantage in preparing their bid. As a result staff believes all of the bids received should be rejected and another round of bidding should be undertaken immediately.

Therefore, staff recommends a Motion to reject all bids received on February 22, 2021, for the Mowing Services contract and to direct staff to immediately conduct another bid public process for this contract.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: February 23, 2021  
RE: Recommendation to Award a Contract for Plant Bed Maintenance – Prime Landscaping Group

The proposed FY22 budget estimated \$58,000 for contractor maintenance of planting beds on North Avenue and various Village properties (Town Center, Village Hall and DayLilly Park). Bid packets were distributed to thirty (30) potential bidders and four (4) contractors submitted bids that were opened on February 23, 2021. Bids results are as follows:

<u>COMPANY</u>	<u>BID AMOUNT</u>
<b>Prime Landscaping</b>	<b>\$ 24,916.30</b>
Beary Landscaping	\$ 52,445.00
Cornerstone Partners	\$ 61,506.00
Sebert	\$100,397.00

Prime Landscaping, located on Randy Road in Carol Stream, is the apparent low bidder for first year services (and for each of the next three years should the Village choose to exercise one or more of the extensions<sup>1</sup>). Prime Landscaping submitted all required bid documents and satisfactory references.

Prime Landscaping's bid is significantly lower than staff's budget estimate and the second low bid. Therefore, I spoke with the owner after bids were opened to determine if he had a firm understanding of the contract specifications and to inquire about his assumptions regarding the resources he would likely need to commit to fulfill the contract. The owner expressed a high level of confidence that he and his foreman fully understood the contract specifications, that they thoroughly inspected each site and they submitted a bid that he believes is responsible.

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Prime Landscaping for Plant Bed Maintenance in the amount of \$24,916.30 for the period May 1, 2021, through April 30, 2022.

Attachments

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<sup>1</sup> The bid documents also solicited pricing for three, one-year extensions to be exercised solely at the Village's sole discretion.

**BID FORM**

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid shall remain in force and full effect for a period commencing on the date of submission and ending thirty (30) days after the date of bid opening.

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid shall remain in force and full effect for a twelve (12) month period, from May 1, 2021 through April 30, 2022.

Plant Bed Maintenance (lump sum): \$ 24,916.30

Rates for services listed for 2021/2022 contract period will not increase more than 2% % for the 2022/2023 contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term beginning on May 1, 2022 and concluding April 30, 2023.

Rates for services listed for 2022/2023 contract period will not increase more than 2% % for the 2023/2024 contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term from May 1, 2023 and concluding April 30, 2024.

Rates for services listed for 2023/2024 contract period will not increase more than 2% % for the 2024/2025 contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term from May 1, 2024 and concluding April 30, 2025.

Company: Prime Landscaping Group, LLC

Address: 558 Randy Rd.

Carol Stream, IL 60188

Telephone No. (217) 722-1318 Fax No. \_\_\_\_\_

Signature: 

Name and Title: (Please Print) Eric Kunas - Managing Member Date: 2/20/21

Subscribed and sworn before me this 23<sup>rd</sup> day of February, 2021

MY COMMISSION EXPIRES: 11/29/21

NOTARY PUBLIC 



**VILLAGE OF CAROL STREAM**  
**GOVERNMENTAL COMPLIANCE CERTIFICATIONS**  
**MUST BE COMPLETED AND RETURNED WITH BID FORM**

I, Eric Kunas (name), certify that I am employed as the Managing Member (title) of Prime Landscaping Group, LLC (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 Bid Documents and Specifications in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

Prime Landscaping Group, LLC

Firm Name

By: Eric Kunas - Managing Member

Name/Title

  
Signature

SUBSCRIBED AND SWORN to before

me this 21<sup>st</sup> day FEB., 2021.

Roseanne Freundt  
Notary Public



**REFERENCES**  
**MUST BE COMPLETED AND RETURNED WITH BID FORM**

The bidder shall list three (3) references (preferably municipal) for which the bidder has supplied services in the last twenty-four (24) months that are similar to the specifications contained herein. References may only be provided for work performed by the firm submitting the bid.

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

**Customer Name** Village of La Grange - La Grange Public Library  
**Customer Address** 10 W. Cossitt Avenue La Grange, IL 60525  
**Contact Name and Phone** Roberta Richter (708) 215-3270  
**Work Performed** Landscaping, mowing, general maintenance  
**Beginning and Ending dates of work (month and year):** 4/1/20 - 11/30/20

**Customer Name** Foster Premier, Inc  
**Customer Address** 456B N. Weber Rd. Romeoville, IL 60446  
**Contact Name and Phone** Sharon Gomez (815) 886-7576  
**Work Performed** Landscaping, mowing, general maintenance  
**Beginning and Ending dates of work (month and year):** 4/1/20 - 11/30/20

**Customer Name** Association Partners, Inc  
**Customer Address** 25W560 Genevea Rd Suite 16 Carol Stream, IL 60188  
**Contact Name and Phone** Cate Parlier (630) 653-7782  
**Work Performed** Landscaping, mowing, general maintenance  
**Beginning and Ending dates of work (month and year):** 4/1/20 - 11/30/20



**CONTRACTOR QUESTIONNAIRE**  
**MUST BE COMPLETED AND RETURNED WITH BID FORM**

FIRM NAME: Prime Landscaping Group, LLC

OWNER'S NAME: Eric Kunas PHONE # (217) 722-1318

OWNER'S NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

BUSINESS ADDRESS: 558 Randy Rd.  
Carol Stream, IL 60188

**IF DOING BUSINESS UNDER ANOTHER COMPANY NAME IN THE PAST THREE YEARS, LIST THAT INFORMATION BELOW:**

FIRM NAME: N/A

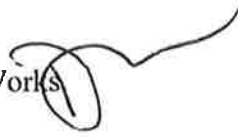
OWNER'S NAME: N/A PHONE # \_\_\_\_\_

OWNER'S NAME: N/A PHONE# \_\_\_\_\_

BUSINESS ADDRESS: N/A  
\_\_\_\_\_

## Village of Carol Stream Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: February 24, 2021

RE: Motion to Award a Bid to Jetco, Ltd. for Painting and Minor Repairs to Water Tower #4 (Lies Road) in the Amount of \$581,850

The proposed FY22 budget includes \$600,000 for painting and completing minor repairs to the water tower on Lies Road. The project was bid with base work including: blasting, cleaning and painting the interior and exterior of the structure, installing a new cathodic protection system, making pit weld repairs, replacing rigging, safety grabs, ladder, gaskets on hatch openings, roof vent screening, riser pipe insulation, mud valve and making SCADA modifications. Several alternate items were also included in the bid solicitation, including: installation of a containment system, removal of abandoned cellular equipment, installation of a mixing system, replacement of an aviation light and replacement of interior lighting.

Christopher B. Burke Engineering (CBBEL) providing consulting services to draft the bid specifications and provide bidding assistance, including an evaluation of bids and final recommendation (attached). Three bids were received and opened on February 16, 2021, with the following results<sup>1</sup>:

<u>CONTRACTOR</u>	<u>BASE BID</u>	<u>ALTERNATES</u>	<u>TOTAL</u>
Jetco, Ltd.	\$521,150	\$175,000	\$ 696,150
ERA Valdivia	\$672,200	\$152,000	\$ 824,200
Tecorp, Inc.	\$874,500	\$188,000	\$1,062,500

Staff reviewed the bid results with CBBEL<sup>2</sup> and determined that Jetco's bid is responsible and responsive and identified several of the alternate bid items that should be completed:

<u>BID ITEM</u>	<u>COST</u>
Base Bid	\$521,150
AT&T cellular site demolition:	\$ 29,900
Mixing System installation:	\$ 27,900
<u>Replace interior lighting:</u>	<u>\$ 2,900</u>
TOTAL COST:	\$581,850

<sup>1</sup> The full bid tabulation is attached for reference.

<sup>2</sup> The attached review letter from CBBEL provides greater detail on the bid results and an evaluation of each alternate item.

The two alternate items not recommended by staff are as follows:

- **Containment (\$105,000):** In some cases a tower painting project will require that a shroud be draped over the structure. This is sometimes required due to the presence of lead-based paint (not present in this case) and/or to prevent overspray to nearby homes. CBBEL evaluated the methods to be utilized to clean and paint the exterior and the proximity of residential structures and has determined that containment is not necessary on this project.
- **Aviation light (\$9,500):** some elevated storage tanks have an aviation beacon on top to warn aircraft of the tower. In this case, staff reviewed FAA height requirements and determined that a light is not required (nor has there been a functioning light on the tower for at least ten years). In addition, this area is not in the routine flight path of low-flying private or small aircraft that would be seen near a small airport.

CBBEL has successfully worked with Jetco on several similar projects in the past and also checked references and determined Jetco is qualified to perform this work. Jetco has indicated they are prepared to begin work in early May.

Staff anticipates that there may be a need for a contract change order depending on the graphics the Village chooses to have the painter apply to the tower. The contract as bid assumed replicating the simple block text currently on the tower, but the Village has the option to choose a different style text and/or a logo. If something other than the lettering that is currently on the tank is desired, there will be costs to set up the lettering scheme; CBBEL estimates this cost would not exceed \$10,000.

Therefore, staff recommends that the Village Board award a bid to Jetco, Ltd. in the amount of \$581,850.00 for painting and minor repairs to water tower #4.

Attachments

**BID FORM**

**BIDDING SCHEDULE:**

The undersigned, having carefully examined all of the Contract Documents for the "Rehabilitation of the 750,000 Gallon Spheroid High Tank" as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment and materials necessary and to complete all the Work for the prices set forth in the following Schedule. See Section 00 21 13, Paragraph 00100 for clarification.

**BASE BID**

**750,000 Gallon Spheroid High Tank**

Item No.	Description	Unit	Qty.	Unit Cost	Cost
05 50 00/01	Pit Weld Repairs	EACH	200	\$5	\$ 1,000.00
05 50 00/02	Remove and Replace Condensate Drain Line	L SUM	1	\$2,550	\$ 2,550.00
05 50 00/03	Install Rigging and Safety Grabs	L SUM	1	\$2,880	\$ 2,880.00
05 50 00/04	Remove Obsolete Cable Penetrations Throughout Tower	L SUM	1	\$4,590	\$ 4,590.00
05 50 00/05	Remove Obsolete Brackets Throughout Tower	L SUM	1	\$4,590	\$ 4,590.00
05 50 00/06	Weld Seam Repairs	LIN FT	300	\$5	\$ 1,500.00
05 50 00/07	Extend Existing Ladder and Condensate Platform	L SUM	1	\$1,500	\$ 1,500.00
05 52 13/01	Remove and Replace Neoprene Gasket on Riser Air Gap	L SUM	1	\$1,500	\$ 1,500.00
05 52 13/02	Install Locks and Hasps on Hatches	L SUM	1	\$500	\$ 500.00
05 52 13/03	Install New Gaskets on All Hatch Openings	L SUM	1	\$1,500	\$ 1,500.00
05 52 13/04	Replace Roof Vent Screening	L SUM	1	\$1,290	\$ 1,290.00
05 52 13/05	Repairs to Exterior Concrete Slab / Paint Existing Exterior Foundation	L SUM	1	\$2,940	\$ 2,940.00
05 52 13/06	Remove and Replace All Riser Piping Insulation	L SUM	1	\$9,790	\$ 9,790.00
09 91 13/01	Abrasive Blast & Paint Wet Interior Coating	L SUM	1	\$193,920	\$193,920.00
09 91 13/02	Power Wash, Spot Tool Clean Exterior Coating and Overcoat including Logos	L SUM	1	\$149,680	\$149,680.00
09 91 13/03	Spot Clean, Blast & Paint Dry Interior Coating	L SUM	1	\$30,810	\$ 30,810.00
09 91 13/04	Thermal Insulative Coating on Belly of Tank, Riser and Pit Piping	L SUM	1	\$22,390	\$ 22,390.00
09 91 13/05	Proper and Legal Disposal of Paint Chips/Flakes and Other Debris (Resulting from Prep/Paint Work Interior Wet)	L SUM	1	\$ 5,000	\$ 5,000.00
26 42 00/01	Install New Cathodic Protection System	L SUM	1	\$ 24,460	\$ 24,460.00
27 51 25/01	SCADA Modifications	L SUM	1	\$ 46,110	\$ 46,110.00
33 05 50/01	Install Mud Valve	L SUM	1	\$3,980	\$ 3,980.00

**BID FORM**

Item No.	Description	Unit	Qty.	Unit Cost	Cost
33 05 50/02	Replace Existing Expansion Joint	L SUM	1	\$8,670	\$ 8,670.00
TOTAL BASE BID FOR 750,000 GALLON SPHEROID HIGH TANK					\$521,150.00

(numbers)

Five Hundred Twenty-One Thousand One Hundred Fifty Dollars and No Cents  
(words)

**ALTERNATE BID**

**750,000 Gallon Spheroid High Tank**

Item No.	Description	Unit	Qty.	Unit Cost	Cost
02 41 16.13/01	AT&T Cellular Site Demolition	L SUM	1	\$29,900	\$ 29,900.00
09 91 13/06	Containment	L SUM	1	\$105,000	\$105,000.00
11 20 00/01	Install Grid Bee Water Stratification Mixing System	L SUM	1	\$27,900	\$ 27,900.00
26 56 00/01	Remove and Replace Aviation Light	L SUM	1	\$9,500	\$ 9,500.00
26 56 00/02	Replace Lighting in Dry Interior	L SUM	1	\$2,900	\$ 2,900.00
TOTAL ALTERNATE BID FOR 750,000 GALLON SPHEROID HIGH TANK					\$175,200.00

(numbers)

One Hundred Seventy-Five Thousand Two Hundred Dollars and No Cents  
(words)

TOTAL BASE BID AND ALTERNATE BID:

\$696,350.00

(numbers)

Six Hundred Ninety-Six Thousand Three Hundred Fifty Dollars and No Cents  
(words)

## BID FORM

### EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (); As Stated Below ()/Sheet \_\_\_ of \_\_\_.

Section/Pg. No.

Description of Exception/Deviation

### SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

Tri-R Systems

SCADA

Greco Electric

Electrical

Corrpro Waterworks

Cathodic Protection Equipment

Ixom Watercare

Mixing System

Tnemec Company

Coatings

Superior Sales

Mud Valve

Dialight

Aviation Light

Extol of Ohio

Pipe Insulation

**BID FORM**

**BIDDER'S EXPERIENCE/QUALIFICATIONS**

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past five (5) years in the State of Illinois.

Owner Or <u>Municipality</u>	General Project <u>Description</u>	Reference Name and <u>Phone No.</u>	Year <u>Completed</u>
------------------------------------	---------------------------------------	---	--------------------------

See Attached Statement of Qualifications

**Note: Bid will be considered "Non-Responsive" if the above experience listing, qualifications and requirements are not fulfilled.**

**BID FORM**

**BID CONDITIONS**

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

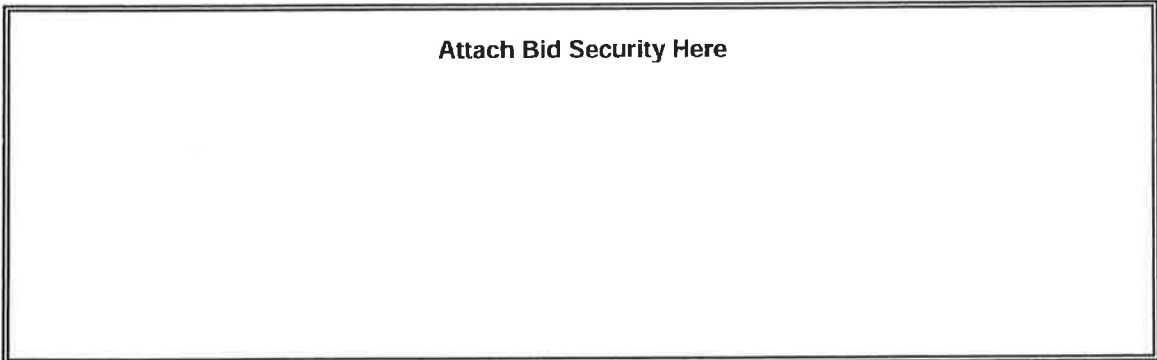
The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within 10 days after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

**BID SECURITY**

Accompanying this Bid is a Bid Bond  
in the amount of 10% of Total Amount Bid Dollars (\$ \_\_\_\_\_).

- Note: a. Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".
- b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.



**PROPOSAL SIGNATURE:**

State of ILLINOIS )  
County of LAKE ) ss

Kenneth Brend, being first duly sworn on oath deposes and says that the Bidder on the above Bid is organized as indicated below and that all statements herein made are made on behalf of such Bidder and that his/her deponent is authorized to make them.

Kenneth Brend, also deposes and says that he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications and has checked the same in detail before submitting this Bid, that the statements contained herein are true and correct.



**BID FORM**

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner)

Business address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

A Corporation

By Jetco, Ltd.  
(Corporation Name)

Illinois  
(State of Incorporation)

By   
(Name of Person Authorized to Sign)

Kenneth Brend, President  
(Title)

(Corporate Seal) 

Attest \_\_\_\_\_  
(Secretary) Kenneth Brend



Business address: 29693 N. US Highway 12  
Wauconda, IL 60084

Phone Number: Main: 847.438.4550 | Mobile: 847.525.6479

END OF SECTION

WAGE RATE REQUIREMENTS

SECTION 00 43 43

1. GENERAL

- A. CONTRACTOR and Subcontractors shall pay wages not less than the prevailing hourly wage rate for each classification of employee engaged on the Work as determined by the United States Department of Labor and by the State of Illinois Department of Labor. In case of conflict, the wages paid by CONTRACTOR shall be not less than the higher of the prevailing wage determination.
- B. CONTRACTOR shall comply with the provisions of Wages of Employees on Public Works (Prevailing Wage) Act (Illinois Revised Statutes, Chapter 48, Section 39s-1 through 39s-12).
- C. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of Work which may be performed by any employee in any particular period of time.
- D. A copy of the wage determination shall be posted by CONTRACTOR in a prominent place at the Site of the Work where it can be easily seen by the employees.
- E. If at the time the Contract is executed, or if during the term of the Contract, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570-0.01 et seq., as two consecutive months of unemployment exceeding 5%, the Contractor agrees to employ Illinois laborers as stipulated by the Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

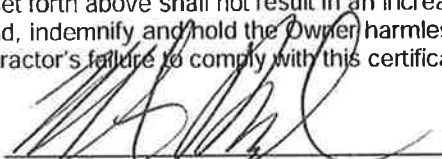
2. WAGE DETERMINATIONS

- A. Prevailing wage rates can be found at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/January%202028/DuPage.pdf#>.

If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this Contract.


3. CERTIFICATE OF PREVAILING WAGE PAYMENT

Jetco, Ltd., Contractor, hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all subcontractors shall, in all other respects, comply with the *Prevailing Wage Act* in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

By:   
Contractor's Authorized Representative  
Kenneth Brend, President

SUBSCRIBED and SWORN TO before me

This 16<sup>th</sup> day of February 2021.

  
NOTARY PUBLIC



**AFFIDAVIT OF NON-COLLUSION**

**SECTION 00 45 19**

AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)

Signature of Bidder \_\_\_\_\_

\_\_\_\_\_  
(Seal)

Business Address \_\_\_\_\_

-----  
(If a Partnership)

Firm Name \_\_\_\_\_ (Seal)

By \_\_\_\_\_

Business Addresses \_\_\_\_\_

Of all Partners \_\_\_\_\_

Of the Firm \_\_\_\_\_

-----  
(If a Corporation)

Corporate Name Jetco, Ltd. \_\_\_\_\_

By:  \_\_\_\_\_ Kenneth Brend, President

Business Address 29693 N. US Highway 12, Wauconda, IL 60084 \_\_\_\_\_

(CORPORATE SEAL)

Name of Officers: President: Kenneth Brend \_\_\_\_\_

Secretary: Kenneth Brend \_\_\_\_\_

Treasurer: Kenneth Brend \_\_\_\_\_

Attest:  \_\_\_\_\_  
Secretary

-----  
Name of Bidder Jetco, Ltd. \_\_\_\_\_

Date February 16, 2021 \_\_\_\_\_

END OF SECTION

**VILLAGE OF CAROL STREAM  
GOVERNMENTAL COMPLIANCE CERTIFICATIONS**

**SECTION 00 45 43**

I, Kenneth Brend (name), certify that I am employed as the President (title) of Jetco, Ltd. (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]

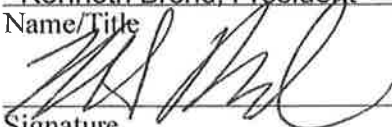
The Company shall comply with all provisions of the Drug Free Workplace Act, 30 ILCS 850/1 et seq.

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.

Jetco, Ltd.  
Firm Name

By: Kenneth Brend, President  
Name/Title

  
Signature

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day February 2021

Mary Beth Brend  
Notary Public



February 16, 2021

Village of Carol Stream  
Director of Public Works  
Public Works Department  
124 Gerzevske Lane  
Carol Stream, IL 60188

**RE: Village of Carol Stream  
Rehabilitation of the 750,000 Gallon Spheroid High Tank  
Acknowledgement of Illinois Public Act 93-0642, which amends the  
Illinois Procurement Code**

Director of Public Works;

This letter is being offered as acknowledgement of Illinois Public Act 93-0642, which amends the Illinois Procurement Code. Furthermore, if awarded, JETCO, LTD. shall abide by all relevant provisions of said Act throughout the duration of the above referenced project.

JETCO, LTD.  
  
Kenneth Brend  
President



February 16, 2021

Village of Carol Stream  
Director of Public Works  
Public Works Department  
124 Gerzevske Lane  
Carol Stream, IL 60188

**RE: Village of Carol Stream  
Rehabilitation of the 750,000 Gallon Spheroid High Tank  
Acknowledgement of Illinois Compiled Statutes, 1992, ACT 570**

Director of Public Works;

This letter is being offered as acknowledgement of Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act. Furthermore, if awarded, JETCO, LTD. shall abide by all relevant provisions of said Act throughout the duration of the above referenced project.

JETCO LTD.

  
Kenneth Brend  
President





REHABILITATION OF THE 750,000 GALLON LIES RD. SPHEROID HIGH TANK  
 BID TABULATION OF BIDS RECEIVED FEBRUARY 16, 2021

BASE BID				ENGINEER'S ESTIMATE		JETCO, LTD.		ERA VALDIVIA CONT, INC.		TECORP, INC.	
Item No.	Description	Unit	QUANTITIES	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
05 50 00/01	Pit Weld Repairs	Each	200	\$ 35.00	\$ 7,000.00	\$ 5.00	\$ 1,000.00	\$ 20.00	\$ 4,000.00	\$ 50.00	\$ 10,000.00
05 50 00/02	Remove and Replace Condensate Drain Piping	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 2,550.00	\$ 2,550.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
05 50 00/03	Install Riggings and Safety Grabs	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 2,880.00	\$ 2,880.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
05 50 00/04	Remove Obsolete Cable Penetrations Throughout Tower	LSUM	1	\$ 7,500.00	\$ 7,500.00	\$ 4,590.00	\$ 4,590.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
05 50 00/05	Remove Obsolete Brackets Throughout Tower	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 4,590.00	\$ 4,590.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
05 50 00/06	Weld Seam Repairs	LIN FT.	300	\$ 20.00	\$ 6,000.00	\$ 5.00	\$ 1,500.00	\$ 20.00	\$ 6,000.00	\$ 150.00	\$ 45,000.00
05 50 00/07	Extend Existing Ladder to Condensate Platform	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00
05 52 13/01	Remove And Replace Neoprene Gasket on Riser Air Gap	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00
05 52 13/02	Install Locks and Hasps on Access Hatches	LSUM	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00
05 52 13/03	Install New Gaskets on all Hatch Openings	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
05 52 13/04	Replace Roof Vent Screening	LSUM	1	\$ 750.00	\$ 750.00	\$ 1,290.00	\$ 1,290.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
05 52 13/05	Repairs to Exterior Concrete Slab/Paint Exterior Foundation	LSUM	1	\$ 2,000.00	\$ 2,000.00	\$ 2,940.00	\$ 2,940.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
05 52 13/06	Remove and Replace all Riser Pipe Insulation	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 9,790.00	\$ 9,790.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00
09 91 13/01	Abrasive Blast and Paint Wet Interior Coating	LSUM	1	\$ 200,000.00	\$ 200,000.00	\$ 193,920.00	\$ 193,920.00	\$ 184,000.00	\$ 184,000.00	\$ 235,000.00	\$ 235,000.00
09 91 13/02	Power Wash, Spot Tool Clean, Overcoat Existing Coating and Logos	LSUM	1	\$ 230,000.00	\$ 230,000.00	\$ 149,680.00	\$ 149,680.00	\$ 238,000.00	\$ 238,000.00	\$ 297,000.00	\$ 297,000.00
09 91 13/03	Spot Clean, Blast, and Paint Dry Interior Coating	LSUM	1	\$ 75,000.00	\$ 75,000.00	\$ 30,810.00	\$ 30,810.00	\$ 28,000.00	\$ 28,000.00	\$ 60,000.00	\$ 60,000.00
09 91 13/04	Apply Thermal Insulative Coating on Belly of Tank, Riser and Pit Piping	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 22,390.00	\$ 22,390.00	\$ 68,000.00	\$ 68,000.00	\$ 90,000.00	\$ 90,000.00
09 91 13/05	Proper and Legal Disposal of Paint Chips and Debris	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00	\$ 8,000.00
26 42 00/01	Install New Cathodic Protection System and Service Agreement	LSUM	1	\$ 21,000.00	\$ 21,000.00	\$ 24,460.00	\$ 24,460.00	\$ 21,800.00	\$ 21,800.00	\$ 20,000.00	\$ 20,000.00
27 51 25/01	SCADA Sytem Modifications	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 46,110.00	\$ 46,110.00	\$ 35,000.00	\$ 35,000.00	\$ 28,000.00	\$ 28,000.00
33 05 50/01	Install Mud Valve	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 3,980.00	\$ 3,980.00	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00
33 05 50/02	Replace Existing Expansion Coupling	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 8,670.00	\$ 8,670.00	\$ 22,000.00	\$ 22,000.00	\$ 18,000.00	\$ 18,000.00
				TOTAL BASE BID	\$ 625,250.00		\$ 521,150.00		\$ 672,200.00		\$ 874,500.00

ALTERNATE BID				ENGINEER'S ESTIMATE		JETCO, LTD.		ERA VALDIVIA CONT, INC.		TECORP, INC.	
Item No.	Description	Unit	QUANTITIES	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
02 41 16.13/01	ATT Cellular Site Demolition	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 29,900.00	\$ 29,900.00	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00
09 91 13/06	Containment	LSUM	1	\$ 100,000.00	\$ 100,000.00	\$ 105,000.00	\$ 105,000.00	\$ 90,000.00	\$ 90,000.00	\$ 140,000.00	\$ 140,000.00
11 20 00/01	Install Grid Bee Water Destratification Mixing System	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 27,900.00	\$ 27,900.00	\$ 38,000.00	\$ 38,000.00	\$ 22,000.00	\$ 22,000.00
26 56 00/01	Remove and Replace Aviation Light	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
26 56 00/01	Replace Light In Dry Interior	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 2,900.00	\$ 2,900.00	\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	\$ 8,000.00
				TOTAL ALTERNATE BID	\$ 146,000.00		\$ 175,200.00		\$ 152,000.00		\$ 188,000.00



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 18, 2021

Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, IL 60188

Attention: Mr. Phil Modaff  
Public Works Director

Subject: Rehabilitation of the 750,000 Gallon Spheroid High Tank  
Village of Carol Stream  
Evaluation of Bid Proposals  
(CBBEL Project No. 20-0144)

Dear Mr. Modaff:

Three bids for the Rehabilitation of the 750,000 Gallon Spheroid High Tank Project were received and opened at the Public Works Facility on February 16, 2021 at 9:00 a.m. Christopher B. Burke Engineering, Ltd.'s (CBBEL's) evaluation of the Bid Proposals is contained herein.

**EVALUATION OF BID PROPOSALS**

The Base Bid proposals range from \$521,150.00 to \$874,500.00 and the Alternate Bid items ranging from \$152,000.00 to \$188,000.00 for various ancillary equipment that may be considered for installation on the tower.

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate Bid</b>
Jetco, Ltd.	\$521,150.00	\$175,000.00
ERA Valdivia	\$672,200.00	\$152,000.00
Tecorp, Inc.	\$874,500.00	\$188,000.00
<i>Engineer's Estimate</i>	<i>\$625,250.00</i>	<i>\$146,000.00</i>

### Comments on the Alternate Bid Items

1. Containment System: A containment curtain is a fabric shroud that covers the outside of the water tower when the Contractors are working on preparing and painting the tower. Due to the current pandemic and the large number of residents working and E-Learning from home, it was decided to leave the existing cellular equipment in place so as not to weaken or lessen the communication capabilities in the area thus making the Contractor work around and coordinate with cellular providers currently occupying space on the tower. The companies which currently lease space on the tower are Verizon, Sprint and T-Mobile. The Alternate Bid Items included a line item to install this containment system if requested by the Owner if the coating and pressure washing portions became an issue with the neighbors. From our experience on similar projects, this line item will not be required as the pressure washing operation is self-directed and any overspray will not travel more than approximately 10'-0" from the surface they are preparing. Same as the paint coat process in which the products being utilized will be brushed/rolled on the tower and any paint leaving the rollers will dry fall, meaning it will dry in place or fall directly down and dry before contacting any other surface. The nearest resident is over 60'-0" away from the tower. The cost of this containment system is over \$100,000.00. From CBBEL's experience in these types of overcoating projects, the containment is not required on this project and we will work with the Contractor on a plan to minimize any possible overspray of water.
2. Aviation Light: Currently there is no aviation obstruction light mounted to or operating on the tower. There was no mention of an aviation light being required on the Dixon Engineering, Inc. Maintenance Inspection Report dated September 15, 2016 which was the basis for the preparation of the Contract Documents. The last time the tower was painted was in 2005. At that time, there was also no aviation light on the tank. From conversations with the Village, they are not required by the FAA to have an aviation light. If the requirement changes during the course of the contract, a line item bid price to install this equipment was included as an alternate.
3. AT&T Cellular Site Demolition: The Village will move forward with this item and include this work in the overall scope of the project.
4. Install Grid Bee Water Destratification Mixing System: The Village will move forward with this item and include this work in the overall scope of the project.
5. Replace Lighting in Dry Interior: The Village will move forward with this item and include this work in the overall scope of the project.

### General Comments

- All Bidders provided the required Bid Bonds.
- None of the Contractors had any math errors in the summations of their Bid Pricing as is reflected in the Bid Tabulation.

## RECOMMENDATIONS

Based on the above, the reference checks CBBEL performed for previous performance and the past projects that CBBEL has completed with each of the bidders, CBBEL recommends that a contract be awarded for a total bid amount of \$581,850.00 to the lowest responsive bidder, Jetco, Ltd., which includes all Base Bid items listed in the attached Bid Tabulation and award of Alternate Bid Items 3, 4 and 5 above.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Gerry Hennelly  
Senior Project Manager

GAH/pjb


Encl.: As Noted

Cc: Ken Brend - Jetco, Ltd.

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*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: February 24, 2021

RE: Recommendation to Enter Into an Engineering Services Agreement for Oversight of the Tower #4 Painting and Repair Project – Christopher B. Burke Engineering, Ltd.

In March 2020 the Village Manager approved an Engineering Services Agreement (ESA) with Christopher B. Burke Engineering, Ltd. (CBBEL) for design and bidding assistance for the water tower #4 painting and repair project. That work has been concluded and the Village Board will consider award of a bid to a contractor to perform the painting and repair services at the March 1, 2021, Village Board meeting. The proposed FY22 budget includes \$45,000 for construction oversight services.

The painting and repair work is highly specialized and requires oversight by an experienced resident engineer to ensure that work is performed in accordance with project specifications. CBBEL has conducted oversight work on similar projects for a variety of municipal and non-municipal clients. The work under the proposed agreement (attached) will include: contract administration, shop drawing review and construction observation services. CBBEL will review all applications for payment and make recommendation to the Village<sup>1</sup>.

Staff recommends that the Village Board approve the attached Engineering Services Agreement with Christopher B. Burke Engineering, Ltd., for Construction Engineering Services for painting and minor repairs to Tower #4 in the amount of \$43,114.

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<sup>1</sup> The attached proposal includes a detailed listing of all tasks to be performed by the Resident Engineer.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

November 30, 2020

Carol Stream Public Works  
124 Gerzevske Lane  
Carol Stream, IL 60188

Attention: Mr. Phil Modaff

Subject: Proposal for Construction Engineering Services  
Painting and Minor Repairs to 750,000 Gallon Elevated Water Storage Tank

Dear Mr. Modaff:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide Construction Engineering Services for the Painting and Minor Repairs to the Village's 750,000 Gallon Elevated Water Storage Tank. Below is our Understanding of the Assignment, Scope of Services and Estimated Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

The Village of Carol Stream is seeking an engineering consultant to perform construction engineering services related to the painting and minor repairs of their 750,000 gallon elevated water storage tank located on Lies Road in Carol Stream, Illinois. The engineering consultant will perform Phase III construction engineering services. The Village would like to advertise the project for bid no later than January 30, 2021.

**SCOPE OF SERVICES**

**Task 1 – Construction Observation Services:**

**Task 1A – Contract Administration:** Under this task CBBEL will provide the preparation of a Notice of Award, a Notice to Proceed and coordinate a preconstruction conference with the relevant parties involved. We will review contractor's payment applications and prepare change orders for the Village's approval, and coordinate and process paperwork and forms required by the Village.

CBBEL will review Contractor's construction schedule and sequence(s); listing of materials and equipment submittals; general correspondence procedures; site access; staging areas required; traffic control; subcontractors; and submittals for payment. Shop drawing review procedures will be discussed during the preconstruction conference and in particular, the Contractor will be advised that material and equipment is not to be installed prior to completion of the shop drawing review process.

Task 1B – Shop Drawing Review / Construction Observation Services: CBBEL estimates this project will take approximately 16 weeks from May 1, 2021 to September 1, 2021 to complete. Under this task CBBEL will provide a part-time Resident Engineer (10 hours/week for 16 weeks) for the work to be performed in the 2021 construction season. The Resident Engineer (RE) will perform the following duties:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Notify the Village of deficiencies, deviations or substitutions. With the notification, provide the Village with an opinion for acceptance or denial, and request direction from the Village regarding the deviation or substitution.
- Advise the Village when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the Village informed of the progress of the work.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- For days in which the RE is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.
- For milestone inspections of the blasting of the interior and exterior of the standpipe, CBBEL will employ the services of Nelson Tank Engineering Company who will climb the tank and

perform the visual inspections in areas where CBBEL cannot climb to because of our insurance restrictions. Their fees are included in our construction engineering fee total.

- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the Village, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the Village concerning acceptance of the project.
- Except upon written instructions of the Village, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

**FEE ESTIMATE**

<u>Engineering Scope of Services</u>		Eng VI	Eng V	Eng Tech IV	Admin	NTEC	Total Hours	Estimated Fee
Task	Description	\$251/hr	\$208/hr	\$146/hr	\$104/hr	\$15,000		
<b>Construction Engineering</b>								
1	<b>Construction Observation Services</b>	6	10	168		\$15,000		\$43,114
<b>Total Construction Engineering Fee</b>								<b>\$43,114</b>

Direct Costs

\$500

<b>TOTAL</b>	<b>\$43,614</b>
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We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. **Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate.** Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.



Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE  
President

GAH/pjb

Encl. Schedule of Charges  
General Terms and Conditions

**THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS  
ACCEPTED FOR VILLAGE OF CAROL STREAM:**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are



specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**APRIL, 2020**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage      Cost + 12%

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Gregory R. Ulreich, Stormwater Administrator GRU

DATE: February 26, 2021

RE: **Recommendation for Award per CSMC § 5-8-14(A)**  
To: Engineering Resource Associates, Inc.  
For: Professional Services Agreement (Phase II Engineering)  
Re: Klein Creek Stream Bank Stabilization – Section I

The Village completed a Pond and Stream Bank Study in 1998 where Klein Creek from Thunderbird Trail to Kuhn Road (aka Section I) was identified to exhibit moderate streambank erosion. Several attempts to acquire grant funding between 1998 and 2005 were unsuccessful, at which point the project was dropped from the CIP. However, the erosion of the streambank continued, as well as accelerated by several flooding events in 2008, 2010, and 2013.

DuPage County was awarded an Illinois Environmental Protection Agency (IEPA) 319 grant to develop the Klein Creek Watershed-based Plan, which was completed in August 2017. In order to provide input to the County on the details of said plan, the Village awarded Engineering Resource Associates, Inc. (ERA) a contract in September 2016 in the amount of \$59,861, whose scope also included the preparation of a concept design and grant application to the IEPA for the subject Section I of Klein Creek.

The concept plan was completed in March 2017, but the grant application for IEPA 319 funds was purposefully delayed until August 2019, which is when the IEPA prioritized projects within the Des Plains River watershed (includes Klein Creek). The application requested \$1,000,000 in funds based on an estimated construction cost of \$3,100,000 (32%). The IEPA notified staff in August 2020 that the Village was a finalist and the Inter-governmental Grant Agreement (IGGA) was fully executed in February 2021 (Resolution No. 3170).

The IGGA will reimburse the Village for costs related to both design and construction at a rate of 50%, for up to \$1,000,000 (not-to-exceed). The scope of work (see Exhibit A “Outputs” of Resolution No. 3170) reflects the concept plan from our application, but it was deliberately vague regarding the project’s limits – only that it be on Klein Creek. This provides the Village with flexibility to revise the project limits should additional funding sources become available, so long as the “Outputs” are still achieved. Staff continues to have positive conversations regarding the use of the DuPage River Salt Creek Workgroup’s

special conditions project fund for the stretch between the WRC outfall and Kuhn Road (effectively splitting Section I in half).

Now that the IGGA has been signed, the Village may begin incurring costs for professional (engineering) services. Since Engineering Resource Associates, Inc. (ERA) is the professional engineering firm that created the concept plans and completed the grant application, staff worked with their firm to develop the scope of work for their proposal and negotiated the fee. Their firm has extensive experience in the design and implementation of bio-engineering techniques for stabilizing streambanks, as well as floodway and floodplain modeling. ERA has successfully completed many design projects for the Village over the last decade, most recently being The Park Unit 1 Detention Retrofit Project and the Clearwater Court Rear Yard Drainage Improvement Project. Both were successfully constructed within the last two years without any delays or change orders relating to their professional services.

The Capital Improvement Program's 3 Year Look Ahead approved for FY21 budgeted \$100,000 for FY21, \$1,100,000 for FY22, and \$2,000,000 for FY23 for a total estimated cost of \$3,200,000. This total excludes any reimbursement from the IEPA grant or any other potential funding sources. The IGGA stipulates a milestone for the design, permitting and contract documents (i.e. Phase II Engineering) to be provided for their review by the end of this calendar year (i.e. December 31, 2021).

For Phase II Engineering, ERA is proposing a not-to-exceed, cost plus fixed fee amount of \$135,789.00. In addition to reviewing and determining that the individual line items of the attached proposal were fair and reasonable, the design-to-construction cost ratio was checked and it was confirmed that the value of 5% is within the typical range for public works construction contracts. The scope of services will include providing staff with an updated estimate of the construction costs in order to confirm appropriate amounts are set aside in the CIP. The milestone for construction to be completed is July 15, 2023 (FY24).

Therefore, staff recommends awarding a professional services agreement without bids in accordance with CSMC § 5-8-14(A) for Phase II Engineering to Engineering Resource Associates for the design, permitting and contract document preparation for the Klein Creek Streambank Stabilization – Section I Project in the not-to-exceed, cost plus fixed fee amount of \$135,789.00 and a completion date of April 30, 2022 with an interim milestone date for “95% Pre-Final Plans & Specifications” by October 31, 2021.

cc: William N. Cleveland, Director of Engineering Services (via email)  
Phil Modaff, Director of Public Works (via email)  
Jon Batek, Director of Finance (via email)

Attachment:

1. Village's Professional Services Agreement w/Proposal
2. Resolution No. 3170 (Extract of Relevant Pages)



## Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • ROBERT MELLOR, MANAGER  
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899  
(630) 665-7050 • FAX (630) 665-1064  
www.carolstream.org

### **PROFESSIONAL SERVICES AGREEMENT**

#### **“KLEIN CREEK STREAM BANK STABILIZATION – SECTION I”**

**THIS CONTRACT** (“Contract”) is made by and between the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation and home rule unit of government, (hereinafter referred to as the "Village") and **ENGINEERING RESOURCE ASSOCIATES, INC.** (hereinafter referred to as the "Consultant") and its successors.

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This contract shall embrace and include all of the Contract Documents listed below and shall be incorporated herein by reference:
  - a. This Contract
  - b. General Terms and Conditions
  - c. Proposal for Professional Services dated February 23, 2021 (hereinafter referred to as the “Proposal”).
    - i. Scope of Services (Professional Engineering)
    - ii. IDOT BDE 3608 Hours and Fees Worksheets
  - d. Certificate(s) of Insurance
2. The Consultant shall sign this Contract and return it to the Village along with the Certificate(s) of Insurance required per the General Terms and Conditions. The Consultant shall not commence work under this Contract until provided with a fully-executed Contract and a written Notice to Proceed from the Village.
3. This Contract and the Contract Documents represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

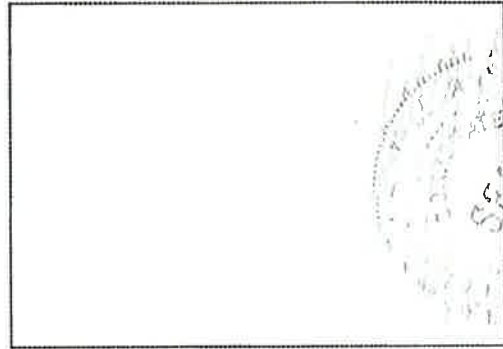
VILLAGE OF CAROL STREAM

IN WITNESS WHEREOF, the Consultant has hereunto set their hands this 24th day of February \_\_\_\_\_, 2021.

Erin Pande  
(Printed Name)

Ecological Services Lead  
(Printed Title)

[Handwritten Signature]  
(Signature)

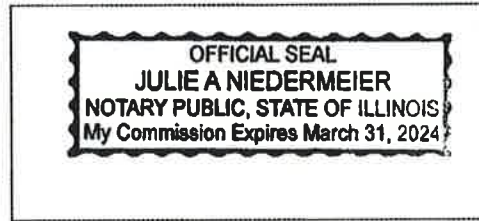


(Corporate Seal)

NOTARY PUBLIC – STATE OF ILLINOIS

Subscribed and Sworn to before me this 24th day of February, 2021

[Handwritten Signature]  
(Signature)



(Notary Seal)

THE VILLAGE OF CAROL STREAM, ILLINOIS

IN WITNESS WHEREOF, the Village has hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
By \_\_\_\_\_ Director of Engineering Services



## **I. GENERAL TERMS & CONDITIONS**

### **1. SCOPE OF SERVICES.**

#### **1.1 SERVICES TO BE PROVIDED BY THE PARTIES.**

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

#### **1.2 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.

#### **1.3 ACCESS TO INFORMATION**

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

#### **1.4 PERSONNEL**

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

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

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

#### **1.5 REPORTS AND INFORMATION**

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

## 1.6 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.

## 1.7 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.

## 1.8 ERRORS & OMISSIONS

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

## 2. COMPENSATION AND METHOD OF PAYMENT.

### 2.1 COMPENSATION.

The Village shall pay the Consultant in accordance with the hourly rate charges contained in the BDE 3608 “Cost Estimate of Consultant Services” form attached to its Proposal, up to the **not-to-exceed cost plus fixed fee amount of \$135,789.00** 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 invoices, supported by appropriate documentation of costs actually incurred.

### 2.2 RECORDS.

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

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

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

### 2.3 CHANGES, MODIFICATIONS AND AMENDMENTS.

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.

### 2.4 TAXES.

Consultant acknowledges that the Village is a tax exempt entity under the laws of the State of Illinois and that the Village shall, as part of its undertakings under this Contract, provide to the Consultant all certificates of exemptions and tax exempt numbers needed to entitle Consultant to purchase material and other items to be used on the Work or incorporated into the Work on a tax-exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Consultant shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax-exempt status, and Consultant shall require that all subcontracts include a requirement that sub-Consultants purchase materials so as to give the Village the full benefit of its tax exempt status. The Village shall not be liable for, and shall be entitled to a credit against the Contract Sum or Contract Price for any sales tax paid by Consultant or any sub-Consultant of any tier which is shown to have been charged to the Village as part of the Contract Sum or Contract Price, as a component of the schedule of values, as a unit price, or otherwise.

### 2.5 PROMPT PAYMENT ACT.

All payments made under this Contract shall be made in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

## 3. COMMENCEMENT AND TIME OF PERFORMANCE.

### 3.1 COMMENCEMENT OF WORK.

The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

### 3.2 TIME OF PERFORMANCE.

The Consultant shall provide the professional services and submit all deliverables in accordance with the following requirements, with **"Pre-final 95% Completion Phase PS&E" by October 31, 2021 and "Final 100% Completion Phase PS&E" no later than April 30, 2022.** If requested, the Village may at its sole discretion elect to extend milestones and completion dates if sound justification and documentation is provided by the Consultant.

## 4. INSURANCE AND INDEMNIFICATION.

### 4.1 INSURANCE.

The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any sub-consultant to commence work on his subcontract until all similar insurance required for the sub-consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

#### 4.1.1 INSURANCE RATING

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

#### 4.1.2 WORKER'S COMPENSATION INSURANCE

Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all sub-consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

#### 4.1.3 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 sub-consultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a sub-consultant, 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 sub-consultants. 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.

#### 4.1.4 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.

#### 4.1.5 LICENSED AND NON-LICENSED MOTOR VEHICLES

The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

#### 4.1.6 SUB-CONSULTANT'S INSURANCE

The Consultant shall require that any and all sub-consultants, 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.

#### 4.1.7 ADDITIONAL INSURED

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.

### 4.2 INDEMNIFICATION.

To the fullest extent permitted by Illinois law, Consultant shall indemnify, defend and hold harmless the Village of Carol Stream and its officers, employees and agents (collectively "Indemnitee"), from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of the Work under this Contract, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent act or omission, intentional misconduct, or breach of applicable law of the Consultant or anyone or entity directly or indirectly employed by Consultant for whose acts Consultant may be liable. Under no circumstance shall Consultant's indemnification apply to Damages caused by the negligence of the Indemnitee. Consultant shall protect, indemnify, and hold and save harmless the Village from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Consultant's breach of any obligations under or Consultant's default of any provision of the Contract Documents.

## 5. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

### 5.1 COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

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

### 5.2 EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The Consultant will not discriminate against any employee or applicant for employment

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

- b. 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.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

### 5.3 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.

### 5.4 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.

### 5.5 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.

**5.6 CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1**

The Consultant certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

**5.7 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.

**5.8 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.

**5.9 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.

**5.10 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.

**5.11 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.

**5.12 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.

**6. GENERAL PROVISIONS.**

**6.1 AMENDMENT.**

No amendment or modification to this Contract shall be effective until it is reduced to writing and approved and executed by the Village and Consultant in accordance with all applicable statutory procedures.

## 6.2 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.

## 6.3 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.

## 6.4 VENUE AND GOVERNING LAW.

This Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

## 6.5 ARBITRATION AND MEDIATION.

Notwithstanding any inconsistent or contrary provision in any other provision of the Contract Documents, no claim or dispute arising under this Contract shall be subject to arbitration unless the Parties mutually agree on a submission to arbitration, which submission shall be in writing and signed by the Parties and shall set forth a specific statement of the nature of the dispute and shall contain an express statement on the limitations of the powers of the arbitrator. The Parties mutually agree that in the absence of such submission, arbitration cannot be demanded or compelled by either party.

## 6.6 NO WAIVER BY PAYMENT.

Notwithstanding any language in the Contract Documents to the contrary, Village shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

## 6.7 FREEDOM OF INFORMATION ACT.

The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Contract.



## 6.8 LIMITATION OF LIABILITY PROVISIONS.

Notwithstanding any inconsistent or contrary provision in the Contract Documents, the Village shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Consultant.

## 6.9 AUTHORITY TO EXECUTE.

### 6.9.1 THE VILLAGE.

The Village hereby warrants and represents to the Consultant that the persons executing this Contract on its behalf have been properly authorized to do so by its corporate authorities.

### 6.9.2 THE CONSULTANT.

The Consultant hereby warrants and represents to the Village that the persons executing this Contract on its behalf have the full and complete right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth in this Contract and that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken.

## 6.10 ENTIRE AGREEMENT.

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

## 7. NOTICE.

### 7.1 NOTICES REQUIRED OR PERMITTED

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return-receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by electronic mail.

Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt.

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Carol Stream  
500 N. Gary Avenue  
Carol Stream, Illinois 60188  
Attn: Director of Engineering Services  
[EngineeringServices@carolstream.org](mailto:EngineeringServices@carolstream.org)

Notices and communications to the Consultant shall be addressed and delivered to the person and address for the Consultant identified in their Proposal. To the extent the Consultant desires notices to be sent to a different person and/or address than set forth therein, any such alternative contact person and/or address shall be provided to the Village in writing.

## 8. 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.

### 8.1 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.

### 8.2 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.

**\*\*\* END OF GENERAL TERMS AND CONDITIONS \*\*\***

Sent via email to [gulreich@carolstream.org](mailto:gulreich@carolstream.org)

February 23, 2021

Mr. Greg Ulreich  
Stormwater Administrator  
Village of Carol Stream  
Department of Engineering Services  
500 North Gary Avenue  
Carol Stream, IL 60188  
Office:

Subject: Proposal for Phase II Engineering Design Services for Klein Creek Stream Bank Stabilization  
– Section I Project

Dear Mr. Ulreich:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for Phase II Engineering Design Services for the Klein Creek Stream Bank Stabilization – Section I Project to the Village of Carol Stream (Village). The proposal is based upon your request for proposal, our knowledge of the project, and our scoping meeting held on January 15, 2021.

### Project Understanding

Klein Creek is approximately 12.7 square mile watershed that is tributary to the West Branch DuPage River. The Village is conducting this Project in three phases: Phase I – Concept Design, Preliminary Cost Estimate and Grant Applications were previously completed by ERA under a separate agreement. This proposal is for the Phase II – Final Engineering and Contract Preparation that will be partially funded (50%) by the IEPA 319h grant award. It is anticipated that the DuPage River Salt Creek Workgroup (DRSCW) will 100% fund the stretch downstream of the WWTP outfall, so future coordination with them is anticipated. Phase III – Construction and Construction Engineering are not included and will be under separate agreements.

### Scope of Services

**Phase II:** The anticipated Scope of Services (Scope) is to create Final Engineering plans with cost and specifications for the Village to use to Bid the project in 2022.

#### 1. Meetings/Coordination –

This task includes meetings with Village staff, County wetland staff, DuPage River Salt Creek Workgroup (DRSCW), Carol Stream Fire Protection District; Carol Stream Park District; and pre-application meetings. ERA will provide meeting minutes within 1 week of each meeting for review and distribution to meeting participants by Village staff. The following meetings are anticipated:

**WARRENVILLE**  
3S701 WEST AVENUE, SUITE 150  
WARRENVILLE, IL 60555  
P 630.393.3060

**CHICAGO**  
10 SOUTH RIVERSIDE PLAZA, SUITE 875  
CHICAGO, IL 60606  
P 312.474.7841

**CHAMPAIGN**  
2416 GALEN DRIVE  
CHAMPAIGN, IL 61821  
P 217.351.6268

- 1.1. One (1) kick-off meeting with Village staff;
- 1.2. One (1) pre-application meeting with each permitting agencies. It is assumed that the DuPage County, Army Corps of Engineers (USACE), and Kane-DuPage Soil and Water Conservation District (SWCD) will have a combined pre-application meeting;
- 1.3. Three (3) stream design meetings with DRSCW staff;
- 1.4. One (1) funding coordination meeting with IEPA;
- 1.5. One (1) meeting with Village Council.
- 1.6. One (1) resubmittal meeting and coordination with DuPage County.

In addition to the described meetings, ERA will utilize Microsoft Teams (Teams) to coordinate all project correspondence and files. ERA will set up access to the project team as directed by the Village. Additional anticipated coordination tasks include:

- Email, team messages and phone communication between project team staff and Village staff about project status and to answer questions and concerns related to the tasks described within this scope.
- Uploading and downloading information placed on the Teams.

## **2. Data Gathering/Survey**

- 2.1. Supplemental Survey - This task will include a supplemental survey of the overbank areas and boundary of 21 private properties impacted by the project. An exhibit depicting these areas is provided. The survey will be tied into the DuPage County Survey Control Network (NAVD 88). . The following are the anticipated items to be surveyed:
  - 2.1.0. Hard surfaces, buildings, and utility structures/inverts will be surveyed;
  - 2.1.1. Coordinate with JULIE and field verify existing utilities on site;
  - 2.1.2. Soil boring locations and grades; and
  - 2.1.3. Wetland flags that have changed since previous delineation.
- 2.2. Plat of Easement – ERA will provide Plats of Easements for the properties identified on the Supplemental Survey Exhibit provided.
- 2.3. Tree Inventory –
  - 2.3.0. ERA will provide a certified arborist to review the brushy areas for site clearing prior to overbank surveying. These areas are identified on the Supplemental Survey Exhibit. ERA will flag any trees/brush that should remain.
  - 2.3.1. ERA will review 6" Diameter at Breast Height (DBH) or larger trees within the proposed disturbed areas per the concept plan. Trees will be tagged, identified and assessed for health. The inventory is necessary to determine quantity to be removed in order to accurately estimate cost for removal and mitigate the loss in environmental function resulting from their removal. The tree inventory will be drafted in AutoCAD and will be included in the final deliverables.
- 2.4. Wetland Boundary and Report Update – Wetland delineations in DuPage County are good for a period of two years. ERA will field inspect the wetland boundaries to verify the boundaries have not changed. In the event that the previously delineated boundaries have moved ERA will survey the location of the revised flags. Deviations from the original location will be documented in an updated wetland delineation report accordingly. Additionally, ERA will investigate the area between the existing compensatory storage and the access road to the Waste Water Treatment Plant (WWTP).
- 2.5. Flow Data – The Village has conducted flow monitoring for the past two years. ERA will compile the data and correlate it to actual elevations to confirm the bank full elevations and cross sections.
- 2.6. Hydraulic Structures – The upstream and downstream limits of the project are at Thunderbird Trail and Kuhn Road, respectively. To get a complete picture of the impacts the project has on water surface elevations and velocities; those hydraulic structures will need to be fully surveyed for inclusion in the modified existing model with geometric opening, inverts, material and upstream



face cross section surveyed. The survey will include two full cross sections upstream of Thunderbird Trail at 50-ft and 100-ft, and three cross sections downstream of Kuhn Road at 50-ft, 100-ft and 150-ft. The road centerline of Thunderbird will be surveyed for 450-ft to capture the limits of the 500-year floodplain elevation. Kuhn Road for 650-ft to capture the limits of the 500-year floodplain elevation. The third hydraulic structure in the project limits is the Plant Access Road. The road profile will be surveyed for 200-ft with the geometry of the opening, upstream and downstream inverts, material surveyed.

- 2.7. Soil Borings - In consultation with the Village, ERA shall subcontract with a Geotechnical Engineering Firm to determine the depth of the sediment between the WWTP bridge to Thunderbird Trail and any other areas of concern within the project limits. This includes a minimum of four (4) sediment samples through this reach. The sampling should determine the depth of the sediment, the grain size, soil classification, organic content, and any contaminants present.

### 3. Utility Design

- 3.0. Electric Coordination - ERA will coordinate with Com Ed regarding the overhead wires along Klein Creek. In several locations the power poles have significant erosion around them and may be compromised. This proposal assumes coordination with ComEd only and does not assume relocation of existing power poles or overhead utilities.

### 4. Earthwork Calculations

- 4.0. Earthwork calculations - ERA will calculate the volume of topsoil stripping, total cuts and fills. Volumes will be compared and modifications to the grading plan made to attempt to balance the earthwork. The area south of the WWTP reservoir will be investigated for disposal of excavated material.

5. **Stormwater Management** - ERA will provide a hydraulic analysis of the existing and proposed improvements using the HEC-RAS computer software modeling program for one-dimensional steady flow. The hydraulic analysis in HEC-RAS will be used to evaluate the final design for compliance with floodplain and floodway regulations. The results of the analysis will be submitted for review to the Village of Carol Stream, DuPage County Department of Stormwater Management and the Illinois Department of Natural Resources, Office of Water Resources. A CLOMR/LOMR is not anticipated and therefore the regulatory model will not be submitted to FEMA.

- 5.1. ERA will convert the regulatory hydraulic effective model for Klein Creek from HEC-2 into the FEMA acceptable HEC-RAS model. Any effective hydraulic models from LOMRs through the project limits will be incorporated into the duplicate effective model that ERA will create. The information from the effective models will be used to extend the HEC-RAS model downstream of the project limits by approximately 1,000-ft and by approximately 500-ft upstream of the project limits.
- 5.2. ERA will create a modified existing HEC-RAS model that will incorporate three surveyed hydraulic structures and topographic maps with 1-ft contour interval. A corrected effective model is not included in the scope of work as a CLOMR/LOMR from FEMA is not part of the scope of work.
- 5.3. ERA will create a final proposed HEC-RAS model which will incorporate the proposed river restoration cross-sectional changes, project cut/fills, and vegetation management improvements.
- 5.4. Indirect Impact Analysis (FEQ Wetland) - ERA will update the working Klein Creek FEQ model to analyze the impact the proposed improvements have on the wetlands through the project limits. The FEQ special output files will be used to produce hydroperiods along Klein Creek to calculate the drawdown time, duration of inundation and highwater elevation changes as they relate to the hydrologic functionality of the wetland. Only the cross section components in FEQUTL (FEQX), the changes to the FEQ input file for special locations and function tables are anticipated to be updated for each of the models listed below:

- 5.4.0. Baseline Model - Run the existing conditions FEQ model of Klein Creek to ensure the stability of the current model. If the current model, as received by DuPage County, does not



- run, than the Klein Creek Watershed Model from 2010 will be used.
- 5.4.1. Modified Existing Model - Update 14 Baseline Model's cross sections with project survey data.
  - 5.4.2. Proposed Model - Update the 14 modified existing cross sections through the project limits with the proposed improvements. The anticipated proposed conditions FEQ components include new proposed cross-sections to reflect the stream remeander and vegetation management improvements.
  - 5.4.3. Run an inundation duration analysis using the FEQ model to evaluate the wetland planting conditions.
  - 5.5. Compensatory Storage Calculations - ERA will evaluate the cut and fills for the proposed improvements utilizing an earthwork volume utility in AutoCAD. Compensatory Storage will be calculated using the regulatory 10- and 100-yr flood elevations. The overall project site is required to provide compensatory storage equal to at least 1.5 times the volume of flood plain fill. The storage shall be provided incrementally between the 0-10-yr and the 10-100-yr flood recurrence intervals at a minimum ratio of 1:1 cut to fill. Floodway cut and fill calculations shall also be provided showing a minimum ratio of 1:1 cut to fill. ERA will provide compensatory storage calculations in tabular form with to-scale cross-sections for submittal with the permit application.
  - 5.6. Stormwater Report - ERA will prepare a final report that will contain a summary of the design calculations, the hydraulic model results and compliance with required permits such as compensatory storage requirements. The final report will be used to obtain floodway, stormwater management and building permits. This report will be in the format of the DuPage County stormwater tabular submittal.

The anticipated deliverables for these tasks include the following:

- Existing conditions HEC-RAS model
- Proposed conditions HEC-RAS model
- Compensatory Storage Tabular Calculations
- Stormwater Report

## 6. Environmental Design

- 6.1. Wetland mitigation - Approximately 5 acres of wetland mitigation will be designed based upon planned hydrology and on-site available soils. The mitigation plan will include a soil management plan, inundation duration analysis, proposed monitoring well locations, proposed seed and plug mixes, and proposed maintenance and monitoring plan.
- 6.2. Naturalized Upland Restoration - A riparian, prairie, savanna, and woodland enhancement and restoration plan will be designed using the H&H modeling to determine the type of vegetation needed for each zone. The functions of the existing woody vegetation will be replaced by determining the type and quality of the existing woody vegetation identified by the tree inventory and field assessments.
- 6.3. In-Stream Improvements - ERA will finalize the river restoration and bank stabilization conceptual design. This includes finalizing the proposed bankfull width; elevations for riffles or rock substrate areas and bank stabilization measures; locations for stream barbs and large woody debris; and sediment transport analysis using HEC-RAS for the alignment and practices proposed.
- 6.4. Structural Retaining Wall Design - ERA will investigate the use of a retaining wall (such as large gravity concrete blocks with integrated fencing) vs stone outcroppings along private properties. A wetland terrace shelf will be placed along the stream.

## 7. Permitting and Alternative Funding Assistance

ERA will assist the Village in the preparation of the permit application(s). The regulatory stakeholders involved with the management of storm water through the project limits will be contacted. This task will include permit coordination with the jurisdictional authorities, responding to their review comments, and



phone call/email/letter follow up efforts to ensure permits submittals are adequately moving through their system. Permits anticipated for this project include:

#### 7.1. Federal & State Permits

- 7.1.0. IDNR/OWR Floodway Permit – ERA will provide 2 copies of the 95% and final PS&E documents. ERA will provide 2 copies of the stormwater report described in task 5.6 for review and approval.
- 7.1.1. IEPA Construction Site Runoff (ILR10) – ERA will provide the SWPPP; the Village will complete and submit the NOI per its NPDES ILR40 MS4 permit.
- 7.1.2. IDNR Threatened and Endangered Species signoff – ERA will complete the application for T&ES signoff through EcoCAT.
- 7.1.3. Illinois Historical Preservation Agency approval – ERA will prepare the IHPA consultation (this assumes that a Phase I archaeological report is not necessary).
- 7.1.4. IDNR Interagency Wetland Policy Act – ERA will submit one copy of the 95% plans and wetland delineation report.
- 7.1.5. Army Corps of Engineers – ERA will provide one set of the 95% and final PS&E documents and the tabular submittal described in task 5.6. Kane/DuPage Soil and Water Conservation District – ERA will provide two sets of the 95% and final PS&E documents.
- 7.1.6. EPA 404 Permit - ERA will submit 1 copy of the 95% and final PS&E documents.

#### 7.2. County & Local Permits

##### 7.2.0. DuPage County

- Stormwater Management Permit – ERA will provide an electronic copy of the signed stormwater management permit, IDNR-OWR delegation letter, Tabs 1,3 & 8 report and final engineering plans. final PS&E documents.
- ERA will also provide 4 copies of the stormwater report described in task 6.7 for review and approval.

7.2.1. Village of Carol Stream - Stormwater Management Permit – ERA will also provide 1 copy of the stormwater report described in task 5.6 for review and approval.

7.3. Alternative Funding Assistance - ERA will assist the Village with following up with the previously submitted alternative funding sources in order to finalize and secure additional funding for the project. This task includes working with the DuPage County and DRSCW for potential funding opportunities.

## 8. Construction Documents

7.1 The following is a list of anticipated plan sheets for PS&E tasks :

- Cover Sheet and Location Map – 1 Plan Sheet
- General Notes & Summary of Quantities – 1 Plan Sheet
- Typical Sections and Legend – 1 Plan Sheet
- Traffic Control/Construction Staging Plan – 2 Plan Sheets
- Existing Conditions – 4 Plan Sheets
- Demolition & Utility Plans – 4 Sheets
- Detailed Grading Plan w/Key Map – 5 Plan Sheets
- Proposed Plan & Profile Sheets (1"=20'H, 1"=2'V) – 4 Plan Sheets
- Cross Sections – 4 Plan Sheets
- Wetland Mitigation Plan – 4 Plan Sheets
- Construction Details – 5 Sheets
- Stormwater Pollution Prevention Plan – 5 Plan Sheets

8.1. 50% Completion Phase PS&E - ERA will prepare preliminary plans showing the scope and extent of the proposed improvements including the overbank cut/fills, access plan, river restoration, wetland mitigation, planting plan, preliminary tree removal, preliminary cost estimate.





- 8.2. Pre-final 95% Completion Phase PS&E - ERA will provide 95% complete plans, specs and estimates as described below.
- Upon receipt of preliminary PS&E review comments, ERA will prepare a complete set of pre-final PS&E for the project for submittal to the IEPA for their review and approval
  - Specifications will be prepared in IDOT standard format. Bid documents and unit price bid item quantities will be included.
  - An updated engineer's opinion of probable construction cost will be prepared and submitted.
- 8.3. Final 100% Completion Phase PS&E - Upon receipt of pre-final PS&E review comments from the Village and IEPA, ERA will prepare a complete set of Final PS&E to accommodate bidding and construction of the proposed improvements. The following are anticipated deliverables for Final PS&E.
- AutoCAD & PDF files to Village.
  - One (1) reduced size (11"x17") plan sets.
  - Two (2) full sized (24"x36") plan sets.
  - It is our understanding that Village will provide the majority of the General Conditions and the Special Conditions for the bid docs; however, ERA will provide the Special Provisions in addition to the actual bid sheet in Excel, and the engineer's estimate of probable cost in Excel format. ERA will utilize the Village's templates for preparation of the special provisions.

## 9. Bidding Assistance

ERA will provide bidding assistance as described below.

- 9.1. Provide a digital package with plan sheets in PDF format to be submitted as bid documents.
- 9.2. Assist Village in responding to bidder questions and preparing addenda.
- 9.3. Attend Pre-Bid meeting

## Exclusions

FEQ Modeling for Stormwater, Floodplain or Floodway permits  
 Updates to hydraulic structures in the FEQ model for the indirect impact analysis  
 Debugging/attempting to stabilize the FEQ model by truncating the Klein Creek FEQ model  
 Modifications to Level Pool Reservoirs in FEQ  
 CLOMR/LOMR Analysis and Permit Submittal  
 Hydrologic updates to the regulatory or FEQ models  
 Revisions to the engineering plans or hydraulic models to address permit reviews  
 Permit and Agency Consultation Fees

## Fees

The cost associated with the services included in this proposal will be Hourly, not-to-exceed fee, according to the attached schedule. Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached table.

Please send payment(s) to:

3s701 West Ave., Suite #150, Warrenville IL 60555

Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5%



processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval.

If you have any questions, please contact me at 630-393-3060x1041 or [epande@eraconsultants.com](mailto:epande@eraconsultants.com).

Sincerely,  
ENGINEERING RESOURCE ASSOCIATES, INC.  
WARRENVILLE



Erin Pande, PWS, CFM

ERP/kkp  
Attachments  
Enclosure



## PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME  
 PRIME/SUPPLEMENT  
 Prepared By

Engineering Resource Assoc  
Prime

DATE 02/23/21  
 PTB-ITEM# 199

CONTRACT TERM 12 MONTHS  
 START DATE 3/1/2021  
 RAISE DATE 4/1/2021  
 END DATE 2/28/2022

OVERHEAD RATE 133.00%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 2%

### ESCALATION PER YEAR

year	First date	Last date	Months	% of Contract
0	3/1/2021	4/1/2021	1	8.33%
1	4/2/2021	3/1/2022	11	93.50%

---

The total escalation = 1.83%

## PAYROLL RATES

FIRM NAME Engineering Resource A DATE 02/23/21  
 PRIME/SUPPLEMENT Prime  
 PTB-ITEM # 199

**ESCALATION FACTOR 1.83%**

*Note: Rates should be capped on the AVG 1 tab as necessary*

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Professional Engineer VI	\$75.00	\$76.38
Professional Engineer V	\$75.00	\$76.38
Professional Engineer IV	\$65.50	\$66.70
Professional Engineer III	\$56.92	\$57.96
Professional Engineer II	\$46.13	\$46.98
Professional Engineer I	\$37.32	\$38.00
Structural Engineer IV	\$65.00	\$66.19
Structural Engineer III	\$45.00	\$45.83
Staff Engineer III	\$41.25	\$42.01
Staff Engineer II	\$34.00	\$34.62
Staff Engineer I	\$31.50	\$32.08
Engineering Technician V	\$42.67	\$43.45
Engineering Technician IV	\$38.50	\$39.21
Engineering Technician III	\$30.50	\$31.06
Engineering Intern II	\$25.00	\$25.46
Engineering Intern I	\$16.33	\$16.63
Ecological Services Director	\$51.00	\$51.94
Environmental Specialist I	\$27.38	\$27.88
Professional Surveyor II	\$47.00	\$47.86
Surveyor III	\$33.25	\$33.86
Administrative Staff IV	\$37.00	\$37.68
Administrative Staff III	\$30.00	\$30.55
Administrative Staff II	\$24.50	\$24.95
Engineering Technician II	\$27.00	\$27.50
Professional Surveyor I	\$43.00	\$43.79
Surveyor II	\$25.50	\$25.97
Administrative Director	\$47.00	\$47.86

## Subconsultants

FIRM NAME Engineering Resource Assoc  
PRIME/SUPPLEMENT Prime  
PTB-ITEM # 199

DATE 02/23/21

NAME	Direct Labor Total	Contribution to Prime Consultant
Soil Borings	9,090.00	909.00
<b>Total</b>		
	<b>9,090.00</b>	<b>909.00</b>

**COST PLUS FIXED FEE  
COST ESTIMATE OF CONSULTANT SERVICES**

Bureau of Design and Environment  
Prepared By: Consultant  
DATE 02/23/21

**FIRM**  
**PTB-ITEM #**  
**PRIME/SUPPLEMENT**

**Engineering Resource Assoc**  
199  
**Prime**

**OVERHEAD RATE** 133.00%  
**COMPLEXITY FACTOR** 0

DBE DROP BOX	ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	DIRECT COSTS (D)	FIXED FEE (E)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
	Meetings/Coordination	56	2,778	3,695		917		-	7,390	5.44%
	Supplemental Survey	67	2,280	3,032	150	752		-	6,214	4.58%
	Plat of Easement (21 total)	157.5	4,817	6,407		1,590		-	12,814	9.44%
	Tree Inventory	17	498	662		164		-	1,324	0.98%
	Wetland Boundary & Report Update	18	550	731	50	181		-	1,512	1.11%
	Flow Data	15	566	753		187		-	1,506	1.11%
	Hydraulic Structures	26	1,011	1,345	50	334		-	2,740	2.02%
	Electrical Coordination	10	351	466		116		-	933	0.69%
	Earthwork Calculations	14	570	758		188		-	1,516	1.12%
	Regulatory Hydraulic Effective Model	16	603	802		199		-	1,604	1.18%
	Modified Existing HEC-RAS Model	64	2,512	3,341		829		-	6,682	4.92%
	Proposed HEC-RAS model	64	2,512	3,341		829		-	6,682	4.92%
	Indirect Impact Analysis	61	2,248	2,990		742		-	5,980	4.40%
	Compensatory Storage Calculations	20	813	1,081		268		-	2,162	1.59%
	Stormwater Report	106	3,841	5,108		1,267		-	10,216	7.52%
	Environmental Design	78	2,913	3,874		961		-	7,748	5.71%
	Federal & State Permits	56	2,075	2,760		685		-	5,520	4.07%
	County & Local Permits	45	1,635	2,175		540		-	4,350	3.20%
	Alternative Funding Assistance	11	369	491		122		-	982	0.72%
	50% Completion Phase PS&E	150	5,987	7,962	100	1,976		-	16,025	11.80%
	Pre-final 95% Completion Phase PS&E	113	4,445	5,912	50	1,467		-	11,874	8.74%
	Final 100% Completion Phase PS&E	76	2,950	3,923	50	973		-	7,896	5.81%
	Bidding Assistance	22	797	1,060		263		-	2,120	1.56%
	Soil Borings		-	-		-	9,090	-	9,090	6.69%
			-	-		-		-	-	-
			-	-		-		-	-	-
			-	-		-		-	-	-
			-	-		-		-	-	-
			-	-		-		-	-	-
			-	-		-		-	-	-
	<b>Subconsultant DL</b>					909			909	0.67%
	<b>TOTALS</b>	1262.5	47,121	62,669	450	16,459	9,090	-	135,789	100.00%

109,790

**DBE 0.00%**

# AVERAGE HOURLY PROJECT RATES

**RM** Engineering Resource Assoc  
**WB-ITEM#** 199  
**TIME/SUPPLEMENT** Prime

DATE 02/23/21

SHEET 1 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Meetings/Coordination			Supplemental Survey			Plat of Easement (21 total)			Tree Inventory			Wetland Boundary & Report U		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer VI	76.38	0.0																	
Professional Engineer V	76.38	18.0	1.43%	1.09	4	7.14%	5.46	1	1.49%	1.14									
Professional Engineer IV	66.70	0.0																	
Professional Engineer III	57.96	0.0																	
Professional Engineer II	46.98	181.0	14.34%	6.73	32	57.14%	26.84												
Professional Engineer I	38.00	0.0																	
Structural Engineer IV	66.19	6.0	0.48%	0.31															
Structural Engineer III	45.83	26.0	2.06%	0.94															
Staff Engineer III	42.01	0.0																	
Staff Engineer II	34.62	380.0	30.10%	10.42	4	7.14%	2.47												
Staff Engineer I	32.08	44.0	3.49%	1.12															
Engineering Technician V	43.45	120.0	9.50%	4.13															
Engineering Technician IV	39.21	0.0																	
Engineering Technician III	31.06	76.5	6.06%	1.88				24	35.82%	11.13	52.5	33.33%	10.35						
Engineering Intern II	25.46	0.0																	
Engineering Intern I	16.63	0.0																	
Biological Services Director	51.94	61.0	4.83%	2.51	16	28.57%	14.84	2	2.99%	1.55				1	5.88%	3.06	2	11.11%	5.77
Environmental Specialist I	27.88	193.0	15.29%	4.26										16	94.12%	26.24	16	88.89%	24.78
Professional Surveyor II	47.86	21.0	1.66%	0.80							21	13.33%	6.38						
Surveyor III	33.86	52.0	4.12%	1.39				40	59.70%	20.21									
Administrative Staff IV	37.68	0.0																	
Administrative Staff III	30.55	0.0																	
Administrative Staff II	24.95	0.0																	
Engineering Technician II	27.50	0.0																	
Professional Surveyor I	43.79	0.0																	
Surveyor II	25.97	84.0	6.65%	1.73							84	53.33%	13.85						
Administrative Director	47.86	0.0																	
<b>TOTALS</b>		1262.5	100%	\$37.32	56.0	100.00%	\$49.61	67.0	100%	\$34.03	157.5	100%	\$30.58	17.0	100%	\$29.30	18.0	100%	\$30.55

## AVERAGE HOURLY PROJECT RATES

**RM** Engineering Resource Assoc  
**WB-ITEM#** 199  
**TIME/SUPPLEMENT** Prime

**DATE** 02/23/21  
**SHEET** 2 **OF** 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Flow Data			Hydraulic Structures			Electrical Coordination			Earthwork Calculations			Regulatory Hydraulic Effective			Modified Existing HEC-RAS M		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer VI	76.38																		
Professional Engineer V	76.38																		
Professional Engineer IV	66.70																		
Professional Engineer III	57.96																		
Professional Engineer II	46.98	6	40.00%	18.79	4	15.38%	7.23	2	20.00%	9.40	2	14.29%	6.71	4	25.00%	11.74	24	37.50%	17.6
Professional Engineer I	38.00																		
Structural Engineer IV	66.19																		
Structural Engineer III	45.83																		
Staff Engineer III	42.01																		
Staff Engineer II	34.62				2	7.69%	2.66							12	75.00%	25.97	40	62.50%	21.6
Staff Engineer I	32.08	8	53.33%	17.11				8	80.00%	25.66	4	28.57%	9.17						
Engineering Technician V	43.45				8	30.77%	13.37				8	57.14%	24.83						
Engineering Technician IV	39.21																		
Engineering Technician III	31.06																		
Engineering Intern II	25.46																		
Engineering Intern I	16.63																		
Biological Services Director	51.94																		
Environmental Specialist I	27.88	1	6.67%	1.86															
Professional Surveyor II	47.86																		
Surveyor III	33.86				12	46.15%	15.63												
Administrative Staff IV	37.68																		
Administrative Staff III	30.55																		
Administrative Staff II	24.95																		
Engineering Technician II	27.50																		
Professional Surveyor I	43.79																		
Surveyor II	25.97																		
Administrative Director	47.86																		
<b>TOTALS</b>		15.0	100%	\$37.76	26.0	100%	\$38.89	10.0	100%	\$35.06	14.0	100%	\$40.71	16.0	100%	\$37.71	64.0	100%	\$39.0



## AVERAGE HOURLY PROJECT RATES

**FORM** Engineering Resource Assoc  
**PROJECT#** 199  
**TIME/SUPPLEMENT** Prime

**DATE** 02/23/21

**SHEET** 3 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Proposed HEC-RAS model			Indirect Impact Analysis			Compensatory Storage Calculation			Stormwater Report			Environmental Design			Federal & State Permits		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Professional Engineer VI	76.38																		
Professional Engineer V	76.38										2	1.89%	1.44				2	3.57%	2.73
Professional Engineer IV	66.70																		
Professional Engineer III	57.96																		
Professional Engineer II	46.98	24	37.50%	17.62	14	22.95%	10.78	4	20.00%	9.40	8	7.55%	3.55	8	10.26%	4.82	8	14.29%	6.71
Professional Engineer I	38.00																		
Structural Engineer IV	66.19													2	2.56%	1.70			
Structural Engineer III	45.83													12	15.38%	7.05			
Staff Engineer III	42.01																		
Staff Engineer II	34.62	40	62.50%	21.64	38	62.30%	21.57	8	40.00%	13.85	80	75.47%	26.13				32	57.14%	19.78
Staff Engineer I	32.08													24	30.77%	9.87			
Engineering Technician V	43.45							8	40.00%	17.38									
Engineering Technician IV	39.21																		
Engineering Technician III	31.06																		
Engineering Intern II	25.46																		
Engineering Intern I	16.63																		
Biological Services Director	51.94				1	1.64%	0.85				4	3.77%	1.96	8	10.26%	5.33	2	3.57%	1.85
Environmental Specialist I	27.88				8	13.11%	3.66				12	11.32%	3.16	24	30.77%	8.58	12	21.43%	5.97
Professional Surveyor II	47.86																		
Surveyor III	33.86																		
Administrative Staff IV	37.68																		
Administrative Staff III	30.55																		
Administrative Staff II	24.95																		
Engineering Technician II	27.50																		
Professional Surveyor I	43.79																		
Surveyor II	25.97																		
Administrative Director	47.86																		
<b>TOTALS</b>		64.0	100%	\$39.26	61.0	100%	\$36.86	20.0	100%	\$40.63	106.0	100%	\$36.23	78.0	100%	\$37.34	56.0	100%	\$37.0

### AVERAGE HOURLY PROJECT RATES

**RM** Engineering Resource Assoc  
**WB-ITEM#** 199  
**TIME/SUPPLEMENT** Prime

**DATE** 02/23/21  
**SHEET** 4 OF 5

PAYROLL CLASSIFICATION	AVG HOURLY RATES	County & Local Permits			Alternative Funding Assistance			50% Completion Phase PS&E			Pre-final 95% Completion Phase			Final 100% Completion Phase			Bidding Assistance		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgt Avg
Professional Engineer VI	76.38																		
Professional Engineer V	76.38	2	4.44%	3.39				4	2.67%	2.04	2	1.77%	1.35	1	1.32%	1.00			
Professional Engineer IV	66.70																		
Professional Engineer III	57.96																		
Professional Engineer II	46.98	4	8.89%	4.18	2	18.18%	8.54	16	10.67%	5.01	12	10.62%	4.99	4	5.26%	2.47	3	13.64%	6.4
Professional Engineer I	38.00																		
Structural Engineer IV	66.19							2	1.33%	0.88	1	0.88%	0.59	1	1.32%	0.87			
Structural Engineer III	45.83							8	5.33%	2.44	4	3.54%	1.62	2	2.63%	1.21			
Staff Engineer III	42.01																		
Staff Engineer II	34.62	20	44.44%	15.39				40	26.67%	9.23	32	28.32%	9.80	24	31.58%	10.93	8	36.36%	12.5
Staff Engineer I	32.08																		
Engineering Technician V	43.45							40	26.67%	11.59	32	28.32%	12.31	24	31.58%	13.72			
Engineering Technician IV	39.21																		
Engineering Technician III	31.06																		
Engineering Intern II	25.46																		
Engineering Intern I	16.63																		
Biological Services Director	51.94	3	6.67%	3.46	1	9.09%	4.72	8	5.33%	2.77	6	5.31%	2.76	4	5.26%	2.73	3	13.64%	7.08
Environmental Specialist I	27.88	16	35.56%	9.91	8	72.73%	20.28	32	21.33%	5.95	24	21.24%	5.92	16	21.05%	5.87	8	36.36%	10.1
Professional Surveyor II	47.86																		
Surveyor III	33.86																		
Administrative Staff IV	37.68																		
Administrative Staff III	30.55																		
Administrative Staff II	24.95																		
Engineering Technician II	27.50																		
Professional Surveyor I	43.79																		
Surveyor II	25.97																		
Administrative Director	47.86																		
<b>TOTALS</b>		45.0	100%	\$36.33	11.0	100%	\$33.54	150.0	100%	\$39.91	113.0	100%	\$39.34	76.0	100%	\$38.81	22.0	100%	\$36.2



**R. 3170**

**VILLAGE OF CAROL STREAM  
500 North Gary Avenue  
Carol Stream, IL 60188**

**RESOLUTION NO. 3170**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE  
VILLAGE OF CAROL STREAM AND THE STATE OF ILLINOIS,  
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
REGARDING KLEIN CREEK STABILIZATION**

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**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF CAROL STREAM  
THIS 18<sup>TH</sup> DAY OF JANUARY, 2021**

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**Published in pamphlet form  
by order of the Mayor and Board  
of Trustees of the Village of Carol Stream,  
County of DuPage, Illinois  
This 19<sup>TH</sup> Day of January, 2021**

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN  
 THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
 AND  
 VILLAGE OF CAROL STREAM

KLEIN CREEK STABILIZATION

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grant Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and Village of Carol Stream (Grantee), with its principal office at 500 N. Gary Avenue, Carol Stream, Illinois, 60440-1811 and payment address (same), hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS  
 RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I  
 AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 051080190 is Grantee's correct DUNS Number, that 36-2510906 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual                            | <input type="checkbox"/> Pharmacy-Non Corporate   |
| <input type="checkbox"/> Sole Proprietorship                   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp.                             |
| <input type="checkbox"/> Partnership                           | <input type="checkbox"/> Tax Exempt   |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation                   | <input type="checkbox"/> P = partnership  |
| <input checked="" type="checkbox"/> Governmental Unit          | <input type="checkbox"/> C = corporation  |
| <input type="checkbox"/> Estate or Trust                       |   |

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one)  shall not exceed or  are estimated to be \$1,000,000.00, of which \$1,000,000.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is C99520020, the federal awarding agency is United States Environmental Protection Agency, and the Federal Award date is 7/16/2020. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Nonpoint Source Implementation and Number is 66.460. The Catalog of State Financial Assistance (CSFA) Number is 532-60-0378. The State Award Identification Number is 378-23812.

1.4. Term. This Agreement shall be effective on the date of Illinois EPA's official signature and shall expire on September 30, 2023, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

VILLAGE OF CAROL STREAM

By: [Signature]  
Signature of John J. Kim

By: [Signature]  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Designee

E-mail: bmellor@carolstream.org

Date: 2/4/21

Date: 1/20/21

Printed Name: John J. Kim

Printed Name: Robert Mellor

Printed Title: Director

Printed Title: Village Manager

By: [Signature]  
Signature of Jacob Poeschel

Date: 2/3/21

Printed Name: Jacob Poeschel

Printed Title: Chief Financial Officer

By: [Signature]  
Signature of Chuck Gunnarson

Date: [Signature] 02/03/21

Printed Name: Charles Gunnarson

Printed Title: Chief Legal Counsel

**EXHIBIT A**

**PROJECT DESCRIPTION**

This project is located on Klein Creek (IL\_GBKC-01), in HUC 0712000408, which is a tributary to the West Branch of the DuPage River. The project will install bioengineering stabilization methods to provide enhanced water quality benefits on Klein Creek. The project includes streambank stabilization (such as rock toe, root wads, FES Lifts, limestone terrace wall), stream channel stabilization (such as rock vanes, rock riffles, meanders), and wetland and riparian/buffer restoration to create a floodplain terrace in the overbank areas. The overbank areas will be modified and vegetated with riparian and mesic prairie vegetation (as appropriate) to increase the residence time of stormwater runoff. The project will be designed to be consistent with the goals of the Klein Creek Watershed-Based Plan (2017).

- **OUTPUTS:**
  - 5,870 feet of streambank stabilization
  - 3,670 feet of stream channel stabilization
  - 5 acres of riparian buffer
  - 1.4 acres of wetland restoration
  - 3 educational signs and website
  
- **OUTCOMES:**
  - Water quality restoration of Klein Creek (IL\_GBKC-01).
  - Reduced annual pollutant loadings of approximately 131 tons of sediment, 262,731 lbs. of Total Suspended Solids, 137 lbs. of phosphorus, and 314 lbs. of nitrogen.

EXHIBIT B

DELIVERABLES OR MILESTONES

<u>Description</u>	<u>Completion Date</u>
<b>PROJECT COORDINATION</b>	
1. Project Coordination	July 30, 2023
<b>BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION</b>	
2. BMP Documentation Form (Part 1) and Design	December 31, 2021
O&M Plan	December 31, 2021
Sign Design	December 31, 2021
Draft Landowner Agreement	December 31, 2021
Final Landowner Agreement	January 31, 2022
Complete Implementation of BMPs	July 15, 2023
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	September 1, 2023
<b>EDUCATIONAL SIGN AND WEBSITE INFORMATION</b>	
3. Draft Sign Design	December 31, 2021
Final Sign Design	March 31, 2022
Install Signs	May 30, 2023
<b>PROJECT REPORT</b>	
4. Draft Project Report	July 15, 2023
Final Project Report	August 30, 2023
<b>OTHER DIRECTED ACTIVITIES</b>	
Periodic Performance and Financial Reports	Quarterly as stipulated



*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees

**FROM:** Robert Mellor, Village Manager *RM*

**DATE:** February 25, 2021

**RE:** Fish and Chicken Factory III LLC - Liquor License

Attached for your consideration, you will find an Ordinance granting a Class F Liquor License to Fish and Chicken Factory III LLC d/b/a Chicago Fish and Chicken Factory located at 333 Schmale Road. The Class F License will permit the sale of beer and wine for consumption on premises.

Your favorable consideration of the Ordinance is requested. Issuance of the license will be deferred until Liquor Liability Insurance has been received.

**ORDINANCE NO. 2021-03-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE  
CAROL STREAM CODE OF ORDINANCES BY INCREASING  
THE NUMBER OF CLASS F LIQUOR LICENSES FROM 7 TO 8  
(FISH AND CHICKEN FACTORY III LLC, 333 SCHMALE ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,  
Classification of Liquor Licenses, be and the same is hereby amended by increasing  
the number of Class F Liquor Licenses from seven (7) to eight (8).

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

PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF MARCH, 2021.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

ORDINANCE NO. 2021-\_\_-\_\_

**AN ORDINANCE 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 RENTAL OPERATIONS IN THE I INDUSTRIAL DISTRICT (EQUITY ADVISORS GROUP, LLC / RESOLUTE INDUSTRIAL, (200 S. SCHMALE ROAD)**

**WHEREAS**, H.E. Gene Coder of Equity Advisors Group, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for outdoor activities and operations in the form of the storage of equipment, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and a Special Use Permit for Equipment Rental Operations, as provided in Section 16-10-2(B)(24) on the property legally described in Section 2 herein and commonly known as 200 S. Schmale Road, Carol Stream, Illinois; and

**WHEREAS**, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on February 22, 2021, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

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

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

**SECTION 1:**

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

1. Are deemed necessary for the public convenience at the location. *The proposed equipment rental facility will provide a service to businesses in Carol Stream and surrounding communities.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The applicant has demonstrated that an orderly flow for equipment rental delivery and transport will occur at the property, and should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other industrial properties have received Special Use approval for outdoor activities and operations and for equipment and machinery rentals, with no apparent injury to the use or enjoyment of properties in*

*the immediate vicinity, or diminution or impairment to property values within the neighborhood.*

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *The establishment of the proposed business should not impede future improvements of surrounding properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The proposal is expected to conform to all applicable codes and requirements.*

**SECTION 2:**

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to Equity Advisors Group, LLC/Resolute Industrial, subject to the conditions set forth in Section 3, upon the real estate commonly known as 200 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

LOT 4 IN CONTAINER CORPORATION OF AMERICA PLAT OF LOT 4, BEING A PART OF THE NORTH WEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1985 AS DOCUMENT R85-72067, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3 WHICH IS ON THE WESTERLY RIGHT OF WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD) (SAID PLAT HAVING BEEN RECORDED ON NOVEMBER 10, 1969 AS DOCUMENT R69-48794, IN DUPAGE, ILLINOIS) AND RUNNING THENCE SOUTH 3 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, 154.85 FEET TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 737.07 FEET TO THE NORTHWEST CORNER OF SAID RIGHT OF WAY; THENCE SOUTH 3 DEGREES 31 MINUTES 04 SECONDS EAST, 117.02 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILROAD; THENCE SOUTH 87 DEGREES 26 MINUTES 52 SECONDS WEST ALONG SAID NORTHERLY LINE, 35.94 FEET TO THE EAST LINE OF MARIE I. HUSKA'S PLAT OF SURVEY; THENCE NORTH 5 DEGREES 32 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE, 274.93 FEET TO THE NORTHEAST CORNER THEREOF (BEING ON THE SAID SOUTH LINE OF CONTAINER CORPORATION OF AMERICA PLAT OF LOT 3); THENCE NORTH 87 DEGREES 38 MINUTES 45 SECONDS EAST ALONG SAID SOUTH LINE, 158.04 FEET; THENCE

NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 302.94 FEET ALONG CHORD BEARING OF NORTH 69 DEGREES 37 MINUTES 32 SECONDS EAST, AND ALONG CHORD LENGTH OF 119.77 FEET, FOR AN ARC DISTANCE OF 120.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS EAST, 511.99 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF STATE AID ROUTE 36 (SCHMALE ROAD); THENCE SOUTH 03 DEGREES 09 MINUTES 36 SECONDS EAST ALONG SAID WESTRLY LINE, 16.17 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

hereinafter referred to as the Subject Property.

**SECTION 3:**

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

1. That all improvements, including but not limited to the building, parking lot, fencing and landscaping, must be built, installed, and maintained in accordance with the attached plans and exhibits (except as may be amended to address recommended conditions herein);
2. That the landscape materials must be installed as shown on the attached landscape plan (except as may be amended to address recommended conditions herein), and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
3. That the plans shall be updated to include parking spaces on the east side of the property for limited customer/visitor parking;
4. That the note on the plans shall be updated to indicate a screening mesh to be installed on the fencing proposed on the north side of the property;
5. That the landscape plan shall be amended to include the following revisions:
  - a. That Burning Bush shrubs shall be replaced on the plan with another deciduous shrub species
  - b. A minimum of 3-4 trees and shrub groupings in the planting area proposed in between driveways along the north property line
  - c. A minimum of 5-6 trees and shrub groupings to the west of the westernmost driveway along the north property line
  - d. A minimum of 3-4 trees and shrub groupings along the Schmale Road property frontage;
6. That trucks shall not be allowed to back into the property from the access road north of the subject property, or use said access road for maneuvering, staging, or unloading equipment;

7. That any and all equipment maintenance work shall occur in the building and not outside of the building;
8. That all equipment shall be stored within the storage area as depicted on the site plan, and no equipment shall be stored in customer or employee parking spaces, in drive aisles, or within the east parking/paved area;
9. That only equipment and trailers associated with the business shall be allowed to be stored on the property, and the storage of recreational vehicles, construction materials, and other equipment not associated with the business shall not be allowed to be stored on the property;
10. That a Knox padlock shall be provided on any security gates, and the Carol Stream Fire Protection District shall be provided keys to said padlock for access onto the property;
11. That the applicant must obtain the required sign permits prior to the installation of any new signage; and
12. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

**SECTION 4:**

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

1. Existing Conditions & Demolition Plan (Exhibit A, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
2. Geometric Plan (Exhibit B, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
3. Grading, Utility and Erosion Control Plan (Exhibit C, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
4. Truck Turning Radius Plan (Exhibit D, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
5. Landscape Plan (Exhibit E, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
6. Plant List (Exhibit F, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.

7. Architectural Site Plan (Exhibit G, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
8. Proposed Building Plan (Exhibit H, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
9. Existing Elevations (Exhibit I, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.
10. New Elevations (Exhibit J-1 and J-2, received February 10, 2021), prepared by DJA Civil Engineer and Land Surveyor, 1568 Holiday Drive, Sandwich, Illinois, 60548.

**SECTION 5:**

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

**SECTION 6:**

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

PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF MARCH, 2021.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

I, H.E. Gene Coder, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits. Equity Advisor Group, LLC, further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

---

Date

---

Owner/Party In Interest



PROPOSED SITE PLAN IMPROVEMENTS  
FOR

**CS/R RESOLUTE, LLC.**  
(EQUITY ADVISORS GROUP)

200 S. SCHMALE ROAD, CAROL STREAM, ILLINOIS 60188

EXISTING CONDITIONS & DEMOLITION PLAN

RECEIVED  
FEB 10 2021  
COMMUNITY DEVELOPMENT  
DEPT

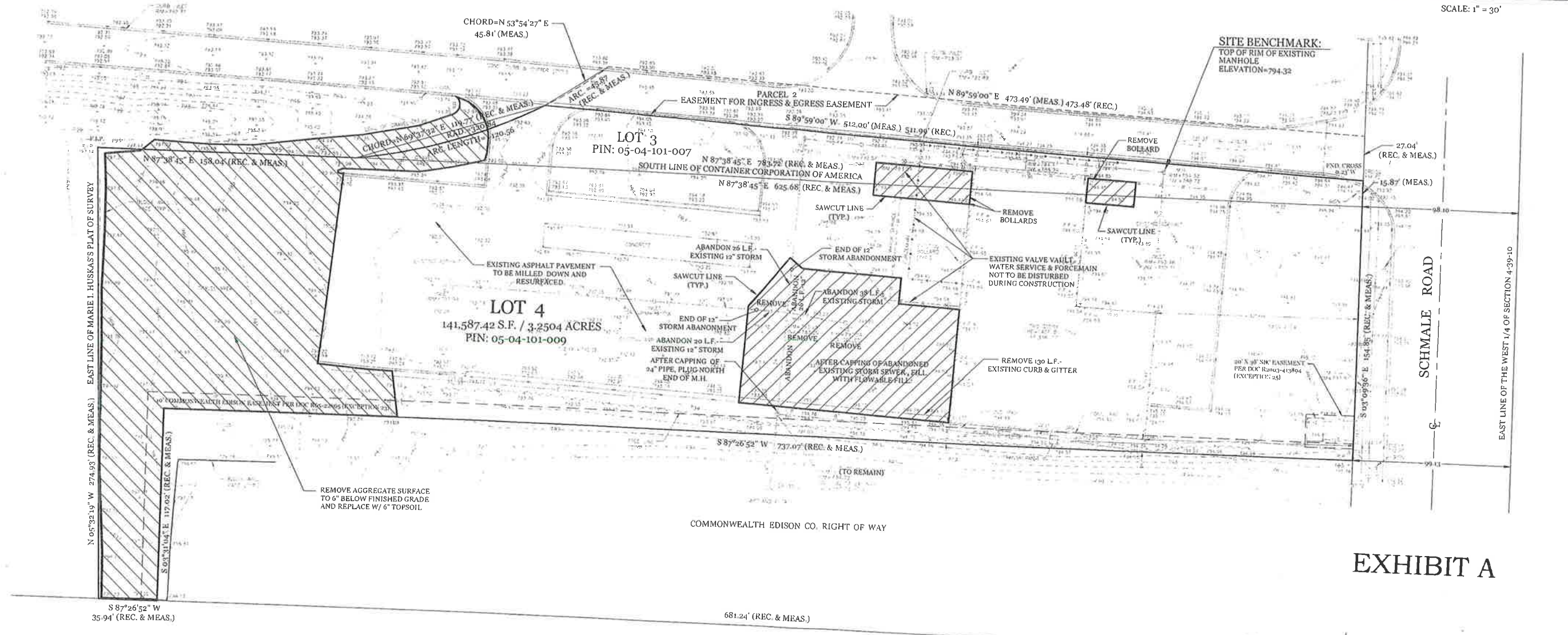
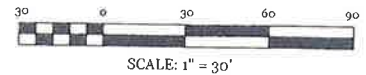


EXHIBIT A

WARNING  
CALL JULIE TOLL FREE  
OPERATES 24 HOURS A  
DAY 365 DAYS A YEAR



Know what's below.  
Call before you dig.  
CALL 811  
48 HOURS BEFORE  
YOU DIG

NOTE:  
CONTRACTOR TO VERIFY SIZE, ROUTING AND INVERT ELEVATIONS OF STORM SEWERS.

DEMOLITION LEGEND:

- LIMITS OF DEMOLITION
- AGGREGATE REMOVAL



STATE OF ILLINOIS  
COUNTY OF DAUPHINESS  
I, WARREN D. JOHNSON, HEREBY CERTIFY THAT I HAVE  
SURVEYED THE ABOVE PROPERTY AND THAT THE PLAT HEREON  
DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.  
DATED AT NEWBURN, ILL. THIS 2ND DAY OF, A.D. 2021.  
ILLINOIS REGISTERED LAND SURVEYOR NO. 019894  
EXPIRES NOVEMBER 30, 2022

REVISIONS:	DATE	BY	REVIEW	DESCRIPTION	DATE	BY	REVIEW	DESCRIPTION
	01-29-21	D.J.	REVIEW					
	02-08-21	D.J.	REVIEW					

DRAWN BY: WJM	DATE: 01-02-21	 Dave Johnson 1508 Holiday Drive Sandwich, IL 60148 ph: 630 752 8600 fax: 630 752 9550 e-mail: DJA@djainline.net	CLIENT: <b>PHALEN</b> FULL CONSTRUCTION COMPANY 200 US RT. 52 NORTH MEMPHIS, ILLINOIS 61342 ph: 815 539 9391	TITLE: EXISTING CONDITIONS & DEMOLITION PLAN CS/R RESOLUTE, LLC. 200 S. SCHMALE ROAD CAROL STREAM, ILLINOIS 60188
CHECKED BY: WJM	DATE: 01-02-21			
APPROVED BY: WJM	DATE: 01-02-21			

SCALE: 1" = 30'	SHEET 2 OF 10
DATE: 01-02-21	
DRAWN BY: 01000	

PROPOSED SITE PLAN IMPROVEMENTS  
FOR

**CS/R RESOLUTE, LLC.**  
(EQUITY ADVISORS GROUP)

200 S. SCHMALE ROAD, CAROL STREAM, ILLINOIS 60188

GEOMETRY PLAN

RECEIVED  
FEB 10 2021  
COMMUNITY DEVELOPMENT  
DEPT

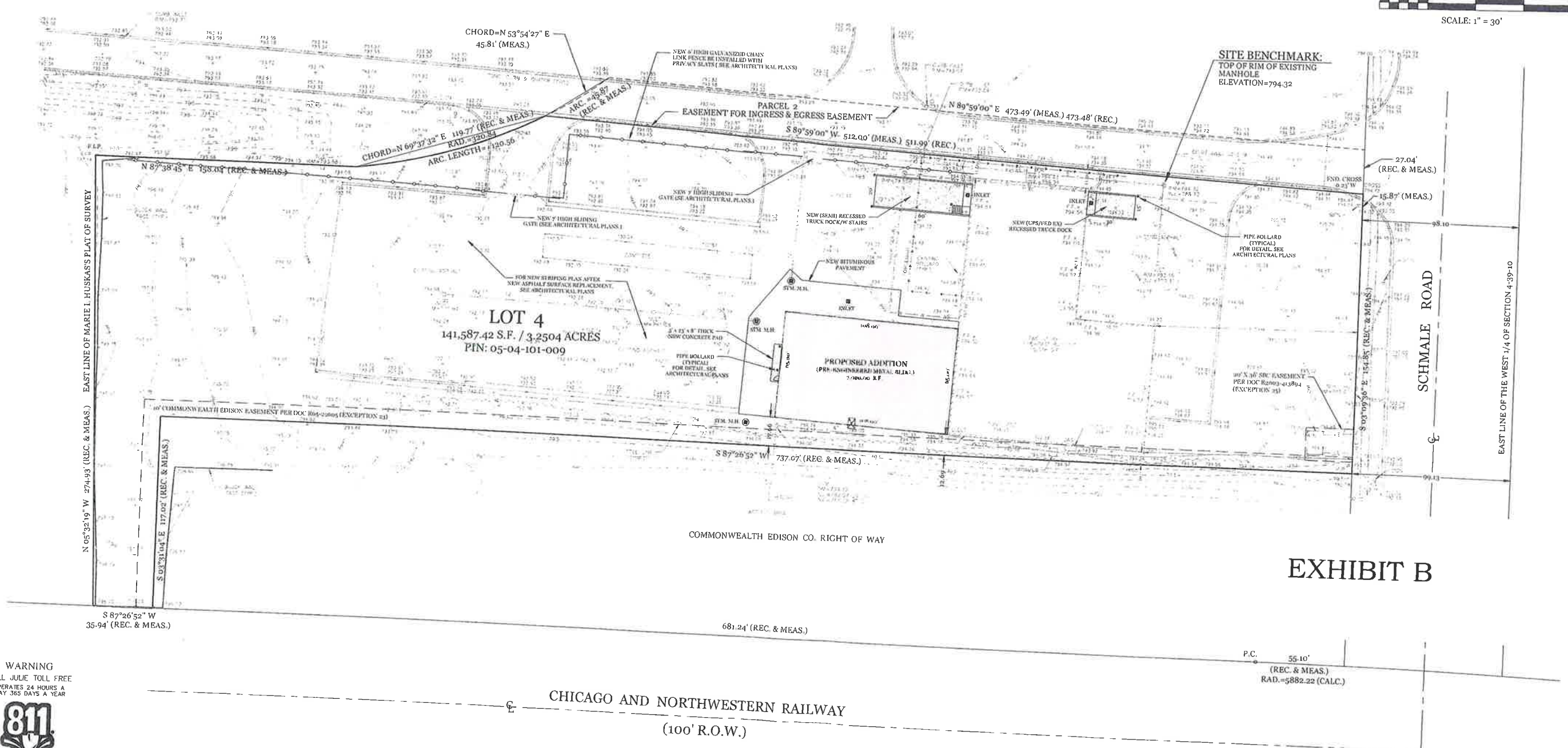
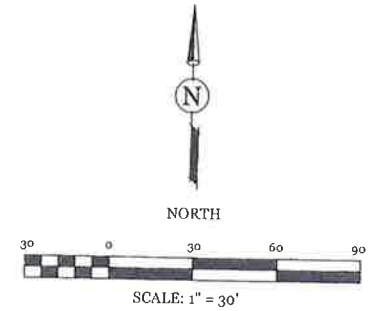




EXHIBIT B

PAVEMENT LEGEND:

-  BITUMINOUS PAVEMENT
-  CONCRETE PAVEMENT

WARNING  
CALL 811 TOLL FREE  
OPERATES 24 HOURS A  
DAY 365 DAYS A YEAR



CALL 811  
HOURS BEFORE  
YOU DIG

REVISIONS		DATE		BY		DESCRIPTION	
01-29-21	D.J.	REVIEW					
02-08-21	D.J.	REVIEW					

DRAWN BY	BJ	DATE	01-02-21
CHECKED BY	WJM	DATE	01-02-21
APPROVED BY	WJM	DATE	01-02-21

<b>DJA</b> CIVIL ENGINEER & LAND SURVEYOR 1568 Holiday Drive Southwick, IL 60188 ph. 630 752 8000 fax. 630 752 9550 email: DJA@dmsonline.net	CLIENT: <b>PHALEN</b> STEEL CONSTRUCTION COMPANY 200 N. STATE ST. 52 NORTH MENDOTA, ILLINOIS 61342 ph. 815 530 9391	TITLE: <b>GEOMETRY PLAN</b> CS/R RESOLUTE, LLC. 200 S. SCHMALE ROAD CAROL STREAM, ILLINOIS 60188	SCALE: 1" = 30' DATE: 01-02-21 JOB NO: 20000 SHEET 3 OF 10
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**SITE DATA**  
 SITE AREA: 141,748.00 S.F.  
 EXISTING IMPERVIOUS AREA:  
 BUILDING: 15,338.00 S.F.  
 PAVEMENT & CONC.: 65,797.76 S.F.  
 GRAVEL AREA: 28,348.00 S.F.  
 TOTAL: 109,483.76 S.F.  
 PROPOSED IMPERVIOUS AREA:  
 NEW BUILDING: 7,020.00 S.F.  
 BITUMINOUS PAVEMENT: 3,311.00 S.F.  
 CONC. PAVEMENT: 1,765.00 S.F.  
 TOTAL: 12,096.00 S.F.  
 PROPOSED PERVIOUS AREA:  
 6" TOPSOIL: 30,511.00 S.F.

PROPOSED SITE PLAN IMPROVEMENTS  
 FOR  
**CS/R RESOLUTE, LLC.**  
 (EQUITY ADVISORS GROUP)

200 S. SCHMALE ROAD, CAROL STREAM, ILLINOIS 60188

GRADING, UTILITY AND EROSION CONTROL PLAN

RECEIVED  
 FEB 10 2021  
 COMMUNITY DEVELOPMENT  
 DEPT

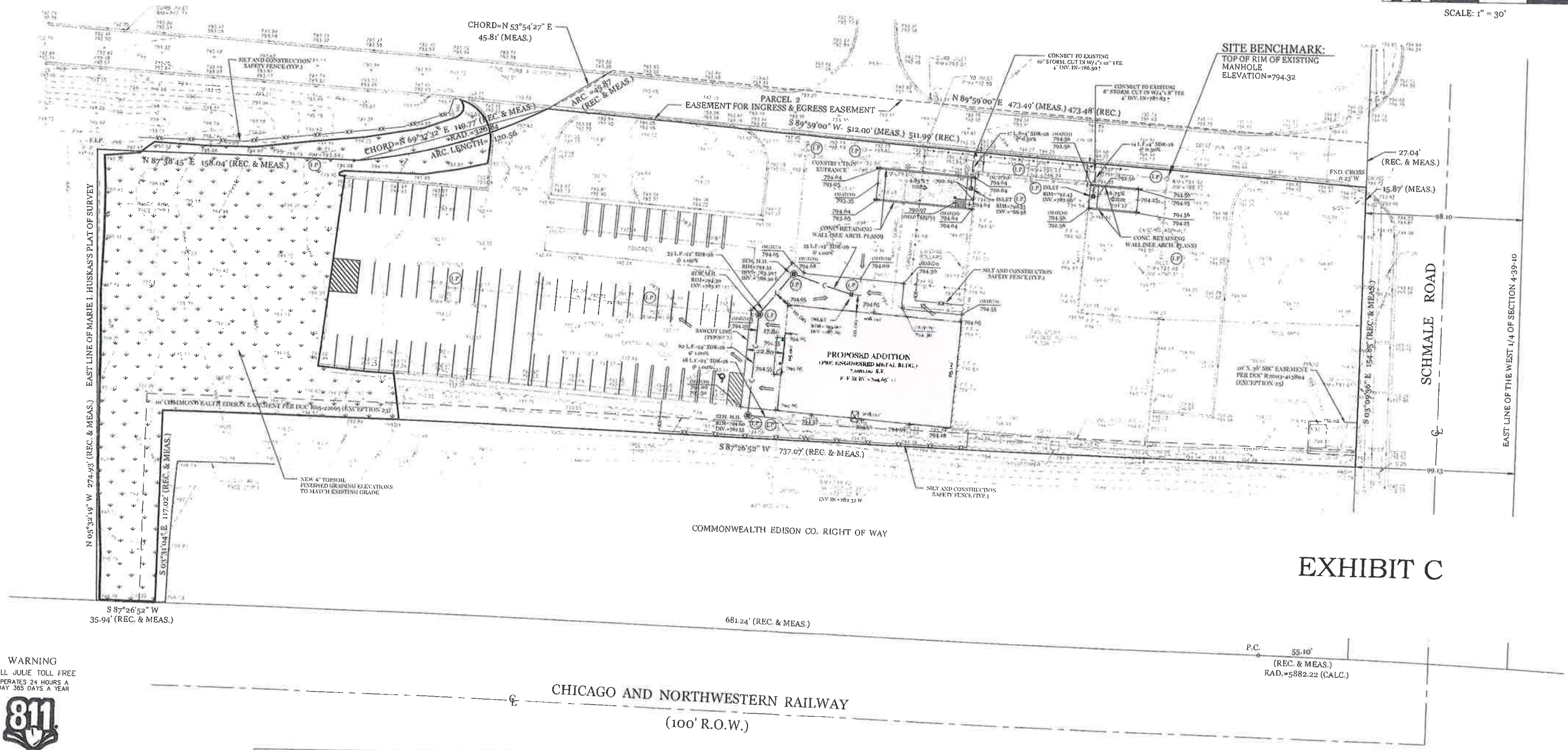
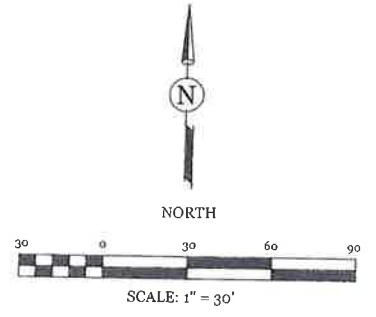


EXHIBIT C

WARNING  
 CALL JULIE TOLL FREE  
 OPERATES 24 HOURS A  
 DAY 365 DAYS A YEAR



Know what's below.  
 Call before you dig.  
 CALL 811  
 48 HOURS BEFORE  
 YOU DIG

DATA	EXISTING	POST CONSTRUCTION
IMPERVIOUS AREA:	109,483.76 S.F.	78,972.76 S.F.
PERVIOUS AREA:	32,264.24 S.F.	62,775.24 S.F.
TOTAL:	141,748.00 S.F.	141,748.00 S.F.

**EROSION CONTROL LEGEND:**  
 (I.P.) INLET PROTECTION  
 -XX-XX- SILT & CONSTRUCTION SAFETY FENCE

DATE	BY	REVIEW	DESCRIPTION	DATE	BY	REVIEW	DESCRIPTION
02-09-21	D.J.	REVIEW					
02-08-21	D.J.	REVIEW					

DRAWN BY: DJ	DATE: 01-02-21	<b>DJA</b> CIVIL ENGINEER & LAND SURVEYOR Dave Johnson 1508 Holiday Drive Sandwich, IL 60548 Ph: 630 752 8600 Fax: 630 752 9556 e-mail: DJA@DJOnline.net	<b>PHALEN</b> FULL SERVICE ENGINEERS 200 IUS RT. 52 NORTH MENARD, ILLINOIS 61342 Ph: 615 539 9391
CHECKED BY: WJH	DATE: 01-02-21		
APPROVED BY: WJH	DATE: 01-02-21		

CLIENT:	CS/R RESOLUTE, LLC.
TITLE:	GRADING, UTILITY & EROSION CONTROL PLAN
PROJECT:	200 S. SCHMALE ROAD CAROL STREAM, ILLINOIS 60188

SCALE:	1" = 30'
DATE:	01-02-21
JOB NO:	0000
SHEET:	4 OF 10

PROPOSED SITE PLAN IMPROVEMENTS  
FOR

**CS/R RESOLUTE, LLC.**  
(EQUITY ADVISORS GROUP)

200 S. SCHMALE ROAD, CAROL STREAM, ILLINOIS 60188

TRUCK TURNING RADIUS PLAN

RECEIVED  
FEB 10 2021  
COMMUNITY DEVELOPMENT  
DEPT

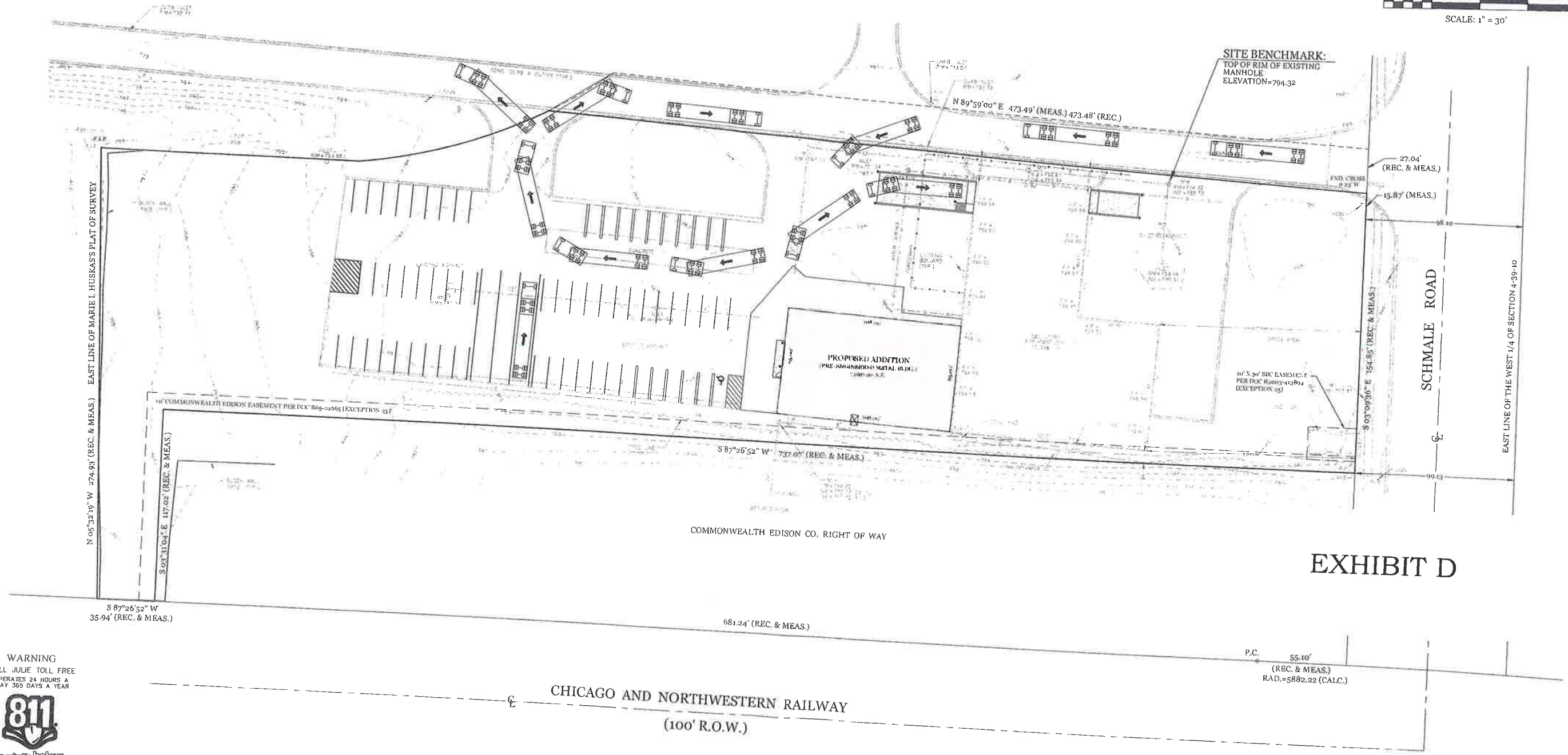
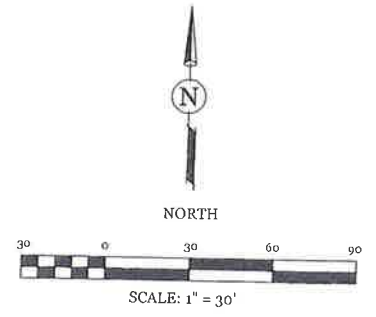


EXHIBIT D

WARNING  
CALL JULIE TOLL FREE  
OPERATES 24 HOURS A  
DAY 365 DAYS A YEAR



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48 HOURS BEFORE  
YOU DIG

DATE	BY	REVIEW	DESCRIPTION	DATE	BY	REVIEW	DESCRIPTION
01-29-21	D.J.	REVIEW					
02-04-21	D.J.	REVIEW					

DRAWN BY	DATE
DJ	01-29-21

**DJA** CIVIL ENGINEER & LAND SURVEYOR  
Dave Johnson  
1948 Highway Three South, IL 60548  
ph. 630.752.8600 fax. 630.752.4500  
e-mail: DJA@DJASurvey.com

CLIENT:  
**PHALEN**  
TRUCK TURNING RADIUS PLAN  
200 S. SCHMALE ROAD  
MENDOTA, ILLINOIS 61342  
ph. 815.239.9391

TITLE:  
**TRUCK TURNING RADIUS PLAN  
CS/R RESOLUTE, LLC.**  
200 S. SCHMALE ROAD  
CAROL STREAM, ILLINOIS 60188

SCALE:	1" = 30'
DATE:	01-29-21
JOB NO.:	0000
SHEET:	5 OF 10

PROPOSED SITE PLAN IMPROVEMENTS  
FOR  
**CS/R RESOLUTE, LLC.**  
(EQUITY ADVISORS GROUP)  
200 S. SCHMALE ROAD, CAROL STREAM, ILLINOIS 60188

LANDSCAPING PLAN

RECEIVED  
FEB 10 2021  
COMMUNITY DEVELOPMENT  
DEPT

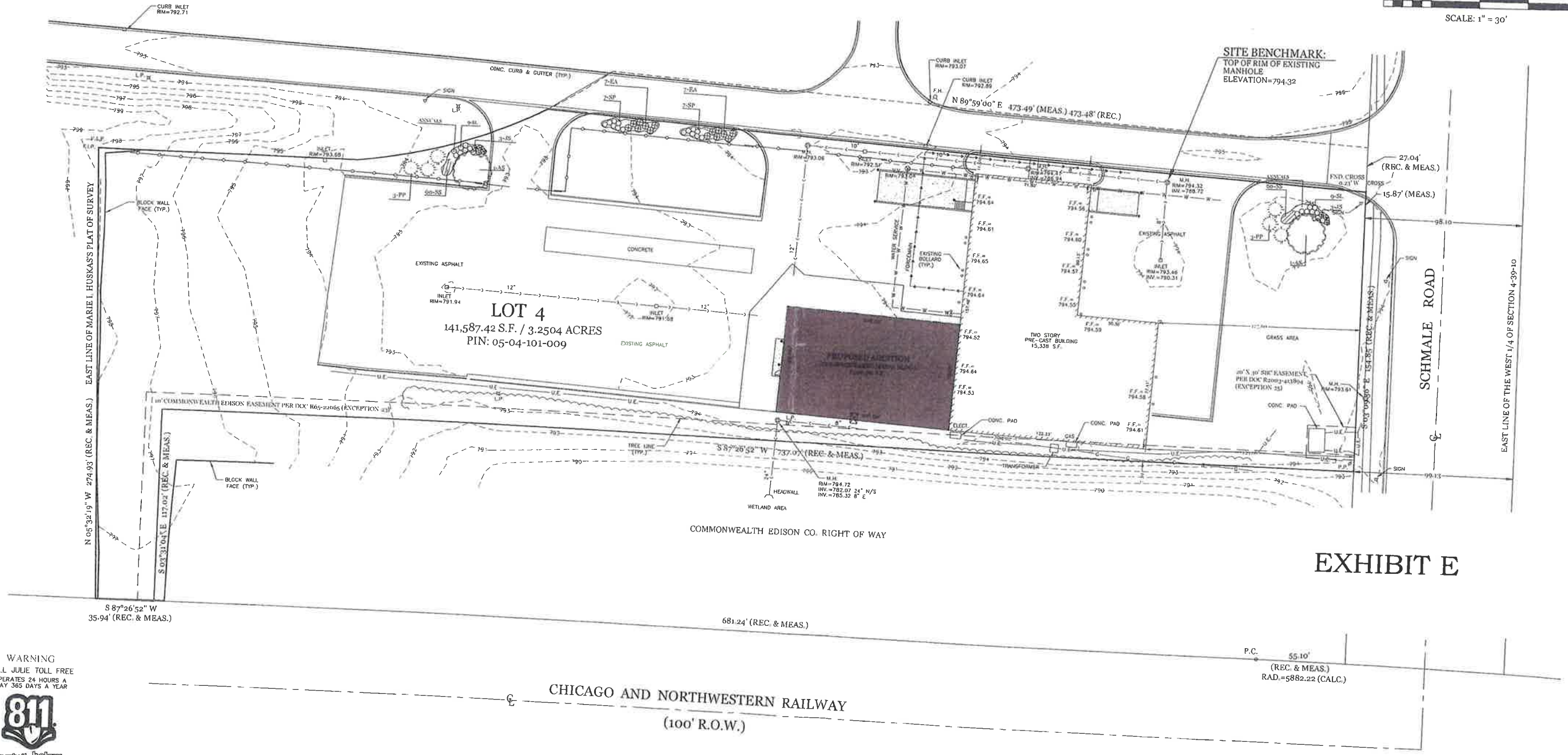
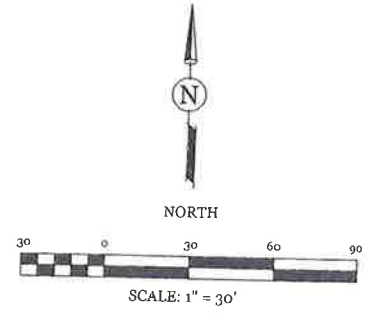


EXHIBIT E

WARNING  
CALL JULIE TOLL FREE  
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DAY 365 DAYS A YEAR



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48 HOURS BEFORE  
YOU DIG

REVISIONS				DRAWN BY			CHECKED BY			APPROVED BY			CLIENT			TITLE		
DATE	BY	DESCRIPTION	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	
01-29-21	D.J.	DESIGN																
02-08-21	D.J.	REVIEW																

<b>DJA</b> CIVIL ENGINEER & LAND SURVEYOR Dave Johnson 6508 Halsted Drive, Southfield, MI 48034 ph. 616-252-8600 fax 616-752-9556 e-mail: DJA@DJAonline.net	PHALEN REAL ESTATE GROUP COMPANY 200 N. STATE ST. 52 NORTH MENDOTA, ILLINOIS 61342 ph. 815-539-9391	LANDSCAPING PLAN CS/R RESOLUTE, LLC. 200 S. SCHMALE ROAD CAROL STREAM, ILLINOIS 60188	SCALE: 1" = 30' DATE: 01-29-21 JOB NO: 00000 SHEET 6 OF 10
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 COMMUNITY DEVELOPMENT  
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PLANT LIST

KEY	QTY	BOTANIC NAME	COMMON NAME	SIZE
<b>CANOPY TREES</b>				
AP	0	ACER 'PARKWAY'	PARKWAY MAPLE	3" BB
AR	0	ACER 'RED SUNSET'	RED SUNSET MAPLE	3" BB
AS	2	ACER SACCHARUM	SUGAR MAPLE	3" BB
AH	0	AESCULUS HIPPOCASTANUM	HORSECHESTNUT	3" BB
FA	0	FRAXINUS 'AUTUMN APPLAUSE'	AUTUMN APPLAUSE ASH	3" BB
PR	0	PYRUS 'REDSPIRE'	REDSPIRE PEAR	3" BB
QB	0	QUERCUS BICOLOR	SWAMP WHITE OAK	3" BB
<b>EVERGREEN TREES</b>				
PP	6	PICEA PUNGENS	GREEN SPRUCE	8"BB
PG	0	PICEA PUNGENS GLAUCA	BLUE SPRUCE	10"BB
<b>UNDERSTORY TREES</b>				
AC	0	AMELANCHIER 'CUMULUS'	CUMULUS SERVICEBERRY	2" CAL.
CW	0	CRATAEGUS 'WINTER GREEN'	WINTER GREEN HAWTHORN	10' HT.
MS	0	MALUS 'SNOWDRIFT'	SNOWDRIFT CRABAPPLE	8' HT.
VP	0	VIBURNUM PRUNIFOLIUM	BLACKHAW VIBURNUM	8' HT.
<b>LARGE DECIDUOUS SHRUBS</b>				
CR	0	CORNUS RACEMOSA	GRAY DOGWOOD	36"BB
EA	14	EUONYMUS A. COMPACTA	BURNINGBUSH	36"BB
VJ	0	VIBURNUM JUDDII	JUDD VIBURNUM	36"BB
VT	0	VIBURNUM TRILOBUM	CRANBERRYBUSH VIBURNUM	36"BB
<b>SMALL DECIDUOUS SHRUBS</b>				
AO	0	ARONIA 'BRILLIANTISSIMA'	RED CHOKEBERRY	24"BB
CS	0	CORNUS 'SANTI'	REDTIG DOGWOOD	24"BB
CA	0	COTONEASTER APICULATUS	CRANBERRY COTONESTER	24"CONT.
RG	0	RHUS 'GRO-LOW'	GRO-LOW SUMAC	18"CONT.
SA	0	SPIREA 'ANTHONY WATERER'	ANTHONY WATERER	24"CONT.
SL	18	SPIREA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	18"CONT.
SP	14	SYRINGA 'PALABIN'	DWARF LILAC	24"CONT.
VC	0	VIBURNUM CARLESSII	KOREANSPICE VIBURNUM	24"CONT.
<b>EVERGREEN SHRUBS</b>				
JP	0	JUNIPERUS PROCUMBENS	JAPGARDEN JUNIPER	18"BB
JS	6	JUNIPERUS 'SEA GREEN'	SEA GREEN JUNIPER	24"BB
TD	0	TAXUS 'DESIFORMIS'	DENSE YEW	24"BB
<b>PERENNIALS &amp; GROUNDCOVERS</b>				
CO	0	COREOPSIS 'MOONBEAM'	MOONBEAM COREOPSIS	1 GAL.
EP	0	ECHINACEA 'MAGNUS'	PURPLE CONEFLOWER	1 GAL.
HM	0	HEMEROCALLIS MIXED	MIXED DAYLILIES	1 GAL.
SS	120	SEDUM 'AUTUMN JOY'	AUTUMN JOY SEDUM	1 GAL.

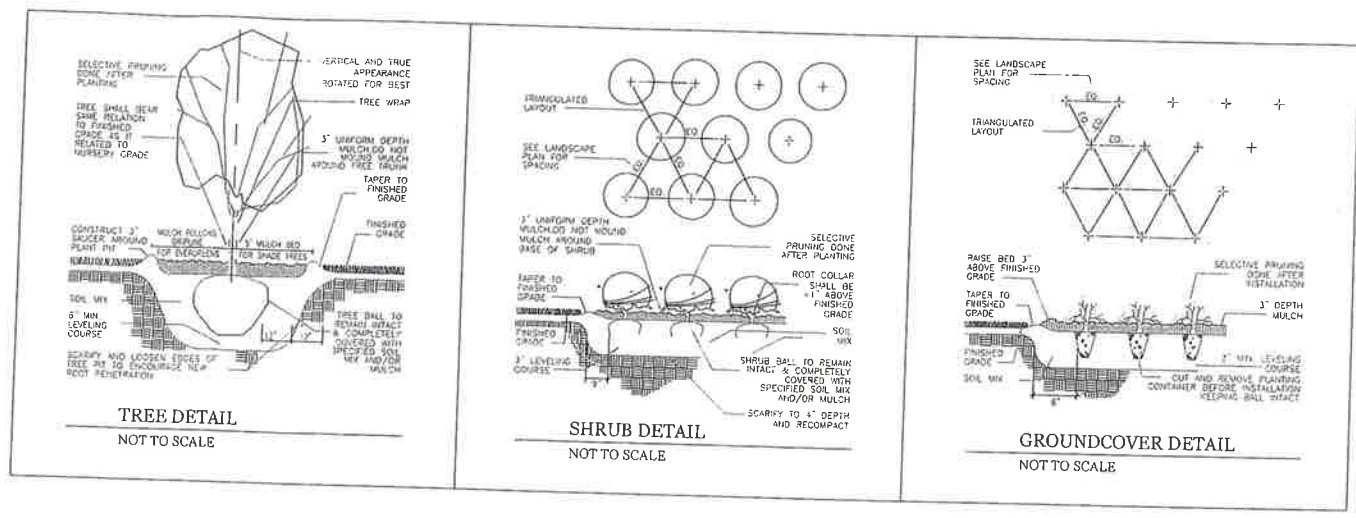
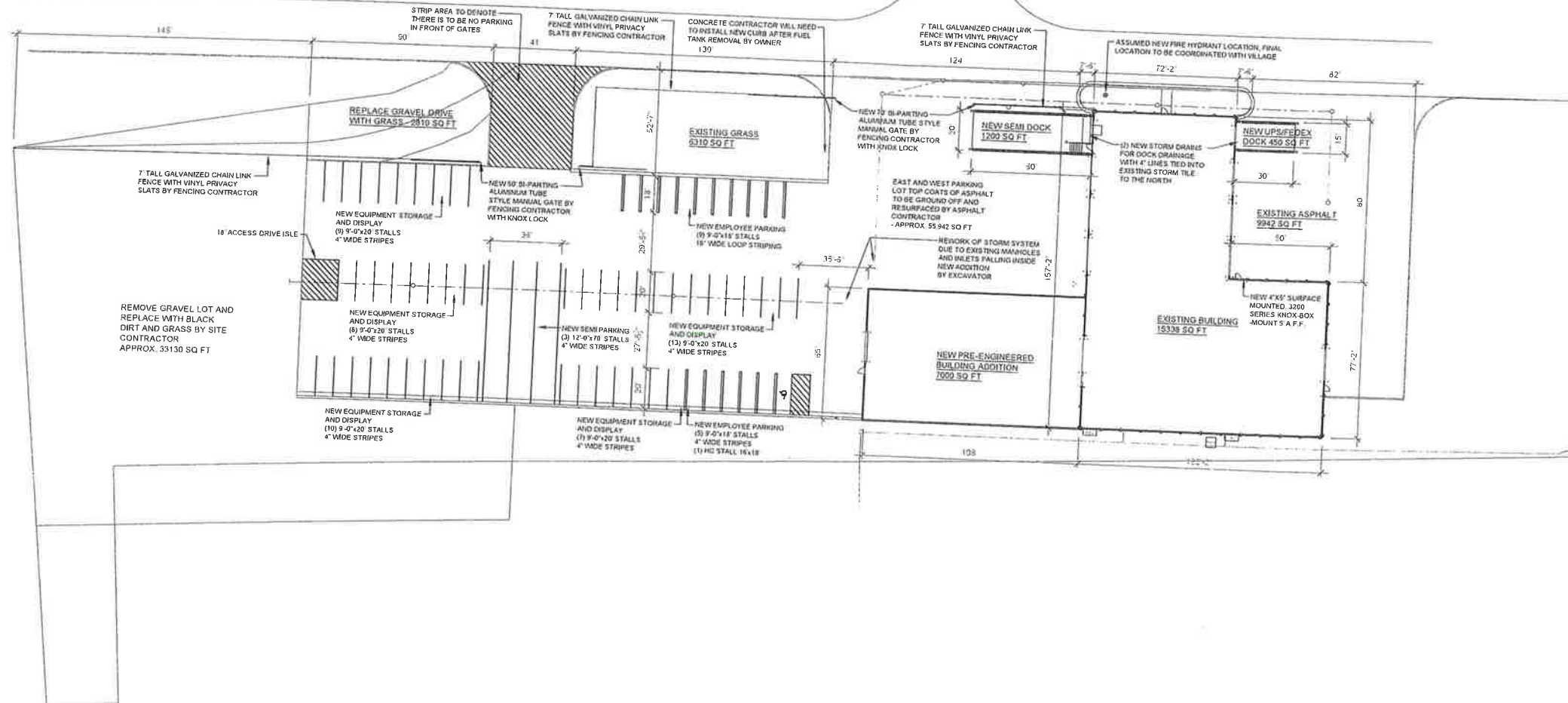


EXHIBIT F

REVISIONS: DATE BY DESCRIPTION DATE BY DESCRIPTION 01-29-21 D. J. REVIEW 02-08-21 D. J. REVIEW		DRAWN BY: DJ DATE: 01-02-21 CHECKED BY: WJM DATE: 01-02-21 APPROVED BY: WJM DATE: 01-02-21		<b>DJA</b> CIVIL ENGINEER & LAND SURVEYOR Dave Johnson 1568 Holiday Drive Southfield, MI 48034 ph. 630.754.8600 fax. 630.752.9556 e-mail: DJA@DJAonline.net	CLIENT: <b>PHALEN</b> PHALEN LANDSCAPE ARCHITECTURE COMPANY 200 IIS RT. 52 NORTH MENDOTA, ILLINOIS 60142 ph. 815.539.9391	TITLE: <b>LANDSCAPING DETAILS</b> <b>CS/R RESOLUTE, LLC.</b> 200 S. SCHMALE ROAD CAROL STREAM, ILLINOIS 60188	SCALE: 1" = 30" DATE: 01-02-21 JOB NO: 00008 SHEET 7 OF 10
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**PROPOSED ARCHITECTURAL SITE PLAN**

SCALE: 1/32" = 1'-0"

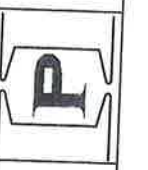
**NOTE:**  
 ALL SITE DESIGN (GRADES, STORM DRAIN, ETC.) WILL BE REWORKED PER A CIVIL ENGINEERS APPROVED DRAWING

EXHIBIT G

PHALEN STEEL CONSTRUCTION COMPANY  
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 02-08-2021 - FOR SUP. RESUBMITTAL - CWP  
 02-09-2021 - FOR PERMIT - CWP

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 DATE: 01-11-21  
 SCALE: 1/32" = 1'-0"

phalen steel construction company  
 DESIGN & BUILD  
 GENERAL CONTRACTORS  
 P.O. BOX 707  
 PHONE 815-539-9391  
 MENDOTA, ILLINOIS 61842

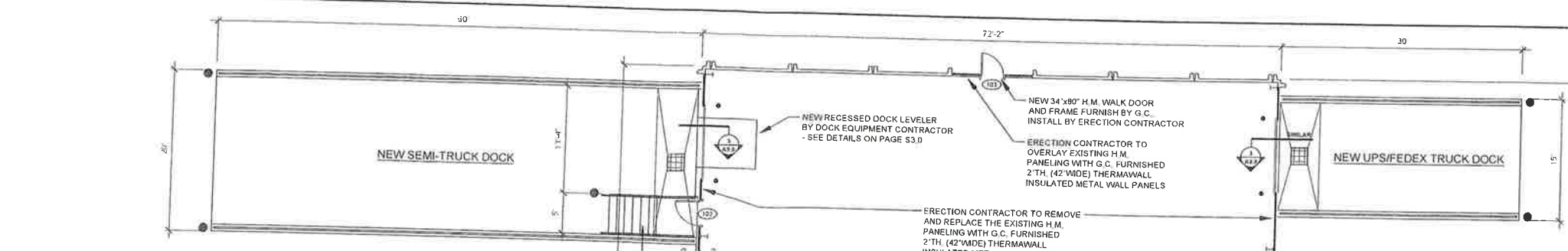


BUILDING ADDITION AND REMODEL  
 FOR CSIR RESOLUTE, LLC.  
 200 SOUTH SCHMALE ROAD  
 CAROL STREAM, ILLINOIS

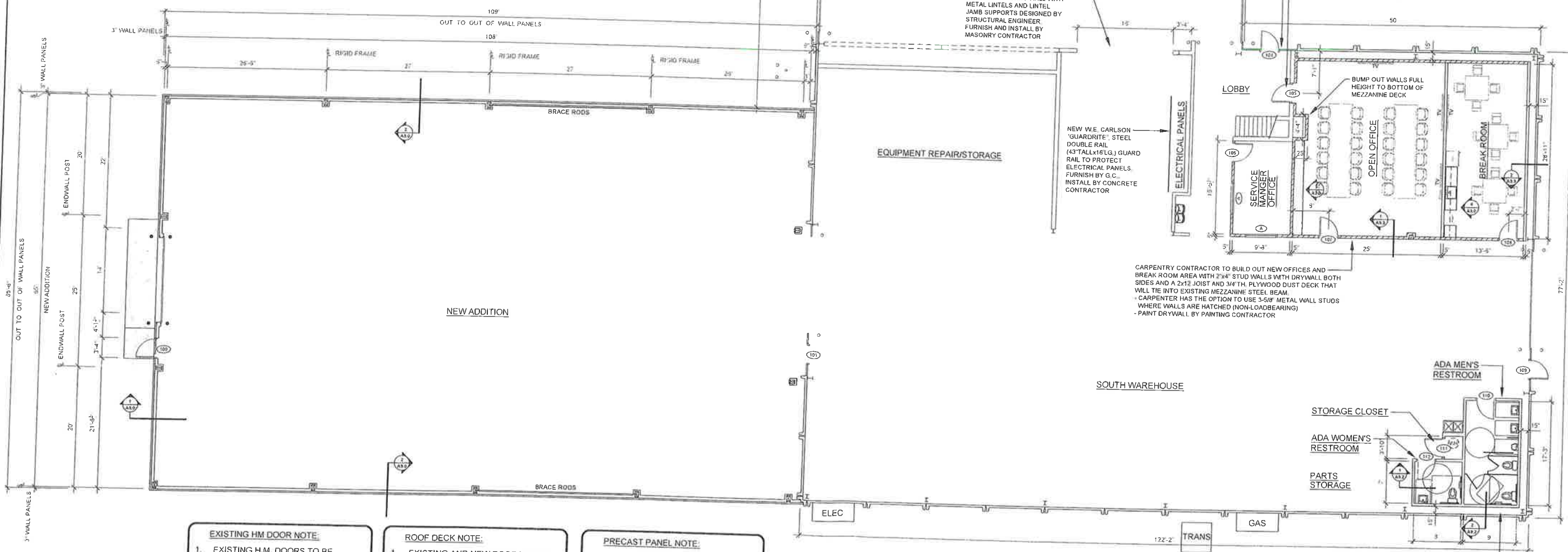
PROJECT NO:  
 05-21-5001  
 SHEET NO:

C-1.0

# EXHIBIT H



**PROPOSED SECOND FLOOR PLAN**  
SCALE: 1/8"=1'-0"



- EXISTING HM DOOR NOTE:**
  - EXISTING H.M. DOORS TO BE PAINTED WHITE ON INTERIOR AND GRAY ON EXTERIOR TO MATCH BUILDING
- ROOF DECK NOTE:**
  - EXISTING AND NEW ROOF DECK TO BE POWER WASHED AND PAINTED "WHITE" BY PAINTING CONTRACTOR
- PRECAST PANEL NOTE:**
  - EXISTING PRECAST WALL PANELS TO BE POWER WASHED AND PAINTED "WHITE" ON THE INTERIOR BY PAINTING CONTRACTOR

**PROPOSED BUILDING PLAN**  
SCALE: 1/8"=1'-0"

CARPENTRY CONTRACTOR TO BUILD OUT NEW ADA RESTROOM AREA WITH 2"x4" WOOD STUD WALLS WITH DRYWALL BOTH SIDES AND 2"x6" WOOD JOISTS WITH 3/4" PLYWOOD DUST DECK.  
- TAPE AND PAINT BY PAINTING CONTRACTOR  
- ALL RESTROOM ACCESSORIES BY CARPENTER  
- MEN'S TOILET PARTITIONS BY PARTITION CONTRACTOR

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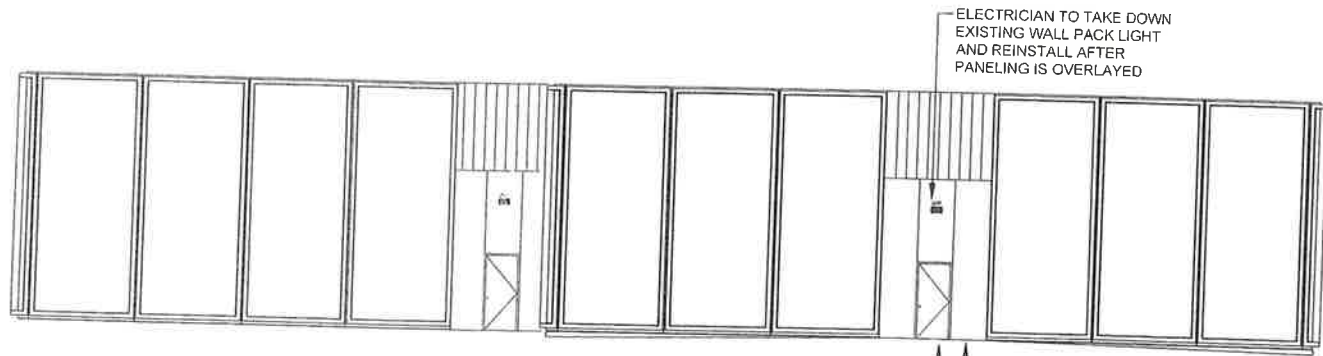
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DATE: 01-11-21  
SCALE: 1/8" = 1'-0"

**phalen steel construction company**  
DESIGN & BUILD  
GENERAL CONTRACTORS  
P.O. BOX 707 MENDOTA, ILLINOIS 61342  
PHONE 615-538-9391

**BUILDING ADDITION AND REMODEL**  
FOR CS/R RESOLUTE, LLC.  
200 SOUTH SCHMALE ROAD  
CAROL STREAM, ILLINOIS

PROJECT NO: 05-21-5001  
SHEET NO: A-1.0





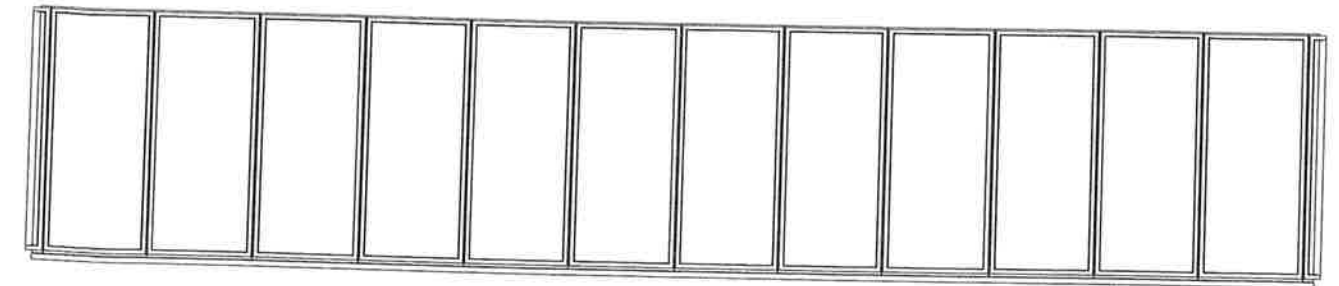
**EXISTING NORTH ELEVATION**

SCALE: 1/8"=1'-0"

ELECTRICIAN TO TAKE DOWN EXISTING WALL PACK LIGHT AND REINSTALL AFTER PANELING IS OVERLAYED

ERECTION CONTRACTOR TO OVERLAY EXISTING H.M. PANELING WITH G.C. FURNISHED 2" TH. (42" WIDE) THERMAWALL INSULATED METAL WALL PANELS

ERECTION CONTRACTOR TO REMOVE EXISTING DOOR AND REPLACE WITH NEW 34" X 80" H.M. WALK DOOR AND FRAME FURNISHED BY G.C.



**EXISTING SOUTH ELEVATION**

SCALE: 1/8"=1'-0"

**PRECAST PANEL NOTES:**

1. EXISTING PRECAST WALL PANELS TO BE POWER WASHED AND PAINTED "GRAY" TO MATCH NEW ADDITION BY PAINTING CONTRACTOR.
2. SCORE AND CAULK SEAMS ON INTERIOR AND EXTERIOR AS NEEDED BY PAINTING CONTRACTOR.



**EXISTING WEST ELEVATION**

SCALE: 1/8"=1'-0"

O.H. DOOR TO BE REMOVED BY O.H. DOOR CONTRACTOR FOR NEW RECESSED DOCK  
 - ELECTRICIAN TO DISCONNECT POWER TO OPERATOR  
 - SAVE PANELS AND HARDWARE FOR OWNER

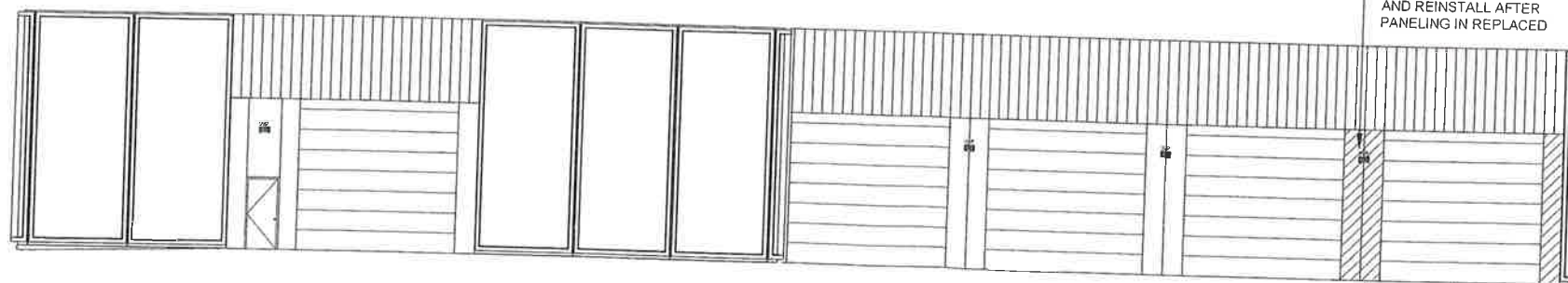
ERECTION CONTRACTOR TO REMOVE AND REPLACE THE EXISTING H.M. PANELING WITH G.C. FURNISHED 2" TH. (42" WIDE) THERMAWALL INSULATED METAL WALL PANELS

ELECTRICIAN TO TAKE DOWN EXISTING WALL PACK LIGHT AND REINSTALL AFTER PANELING IS REPLACED

ELECTRICIAN TO RELOCATED EXISTING WALL PACK TO NORTH WALL OF NEW ADDITION

CARPENTER TO REMOVE EXISTING DOOR FROM HINGES

O.H. DOOR TO BE REMOVED BY O.H. DOOR CONTRACTOR TO MAKE AN OPENING INTO NEW ADDITION  
 - ELECTRICIAN TO DISCONNECT POWER TO OPERATOR



**EXISTING EAST ELEVATION**

SCALE: 1/8"=1'-0"

ERECTION CONTRACTOR TO REMOVE AND REPLACE THE EXISTING H.M. PANELING WITH G.C. FURNISHED 2" TH. (42" WIDE) THERMAWALL INSULATED METAL WALL PANELS

ELECTRICIAN TO TAKE DOWN EXISTING WALL PACK LIGHT AND REINSTALL AFTER PANELING IS REPLACED

O.H. DOOR TO BE REMOVED BY O.H. DOOR CONTRACTOR FOR NEW RECESSED DOCK  
 - ELECTRICIAN TO DISCONNECT POWER TO OPERATOR  
 - SAVE PANELS AND HARDWARE FOR OWNER

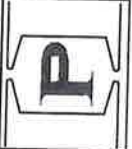
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 DATE: 01-11-21  
 SCALE: 1/8" = 1'-0"

phalen steel construction company  
 DESIGN & BUILD  
 GENERAL CONTRACTORS  
 PHONE 815-538-9391  
 MENDOTA, ILLINOIS 61342  
 P.O. BOX 707



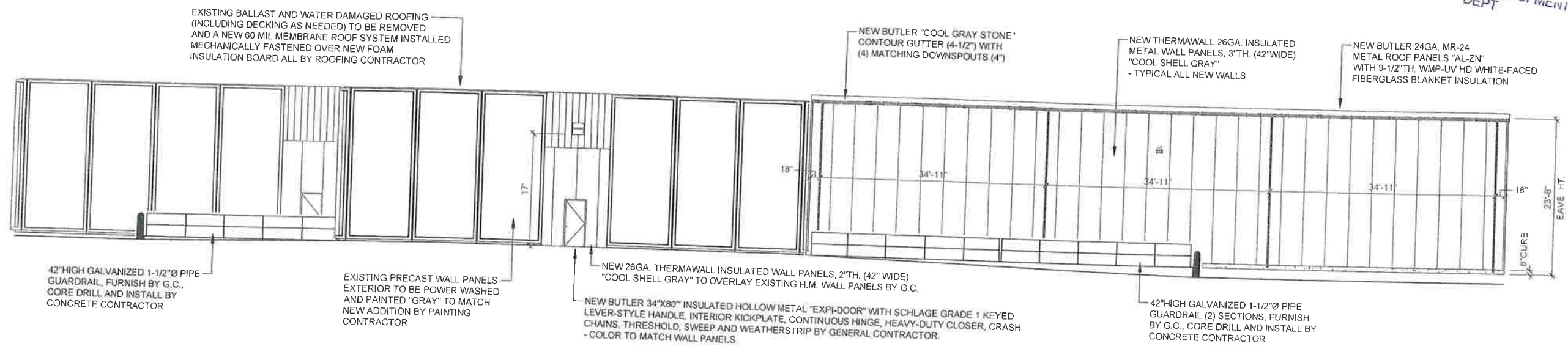
BUILDING ADDITION AND REMODEL  
 FOR CS/R RESOLUTE, LLC.  
 200 SOUTH SCHMALE ROAD  
 CAROL STREAM, ILLINOIS

PROJECT NO:  
 05-21-5001  
 SHEET NO.

A-7.0

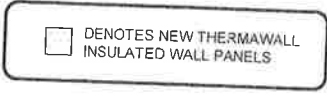
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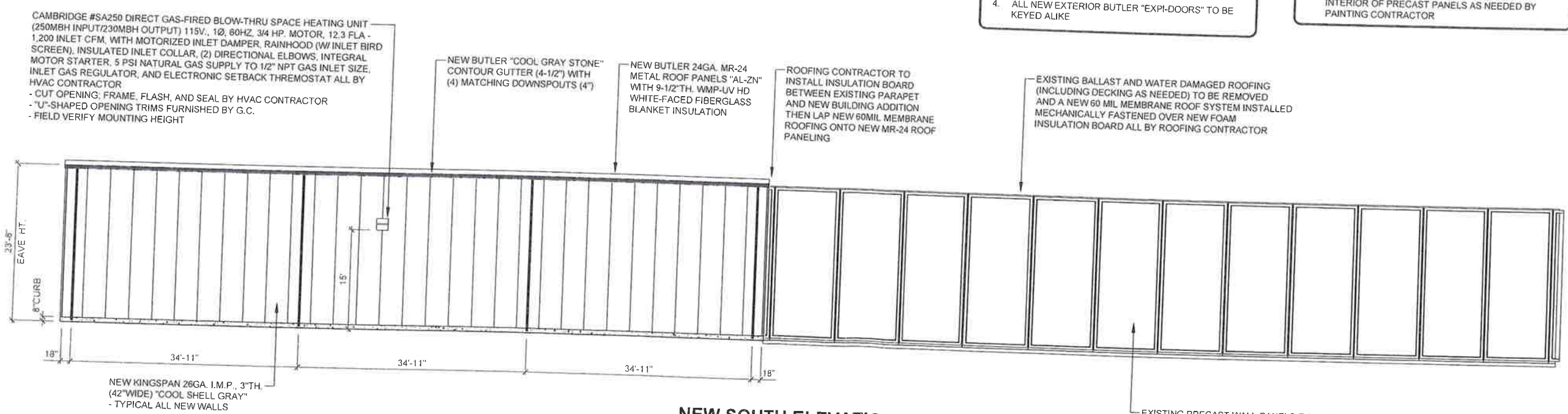
## NEW NORTH ELEVATION

SCALE: 1/8"=1'-0"



- NEW ADDITION GENERAL NOTES:**
1. ALL NEW DOOR AND BUILDING CORNER TRIMS TO BE "COOL SHELL GRAY"
  2. ALL EXTERIOR BUILDING PANEL CORNERS TO BE MITERED
  3. GENERAL CONTRACTOR TO FURNISH AND INSTALL "SKYWEB II" FALL PROTECTION AND LEAVE IN PLACE AT JOB COMPLETION
  4. ALL NEW EXTERIOR BUTLER "EXPI-DOORS" TO BE KEYS ALIKE

- EXISTING BUILDING GENERAL NOTES:**
1. ALL EXISTING H.M. DOORS TO BE PAINTED "GRAY" ON EXTERIOR, "WHITE" ON INTERIOR BY PAINTING CONTRACTOR
  2. EXISTING PRECAST WALL PANELS EXTERIOR TO BE POWER WASHED AND PAINTED "GRAY" TO MATCH NEW ADDITION BY PAINTING CONTRACTOR
  3. SCORE AND CAULK SEAMS ON EXTERIOR AND INTERIOR OF PRECAST PANELS AS NEEDED BY PAINTING CONTRACTOR

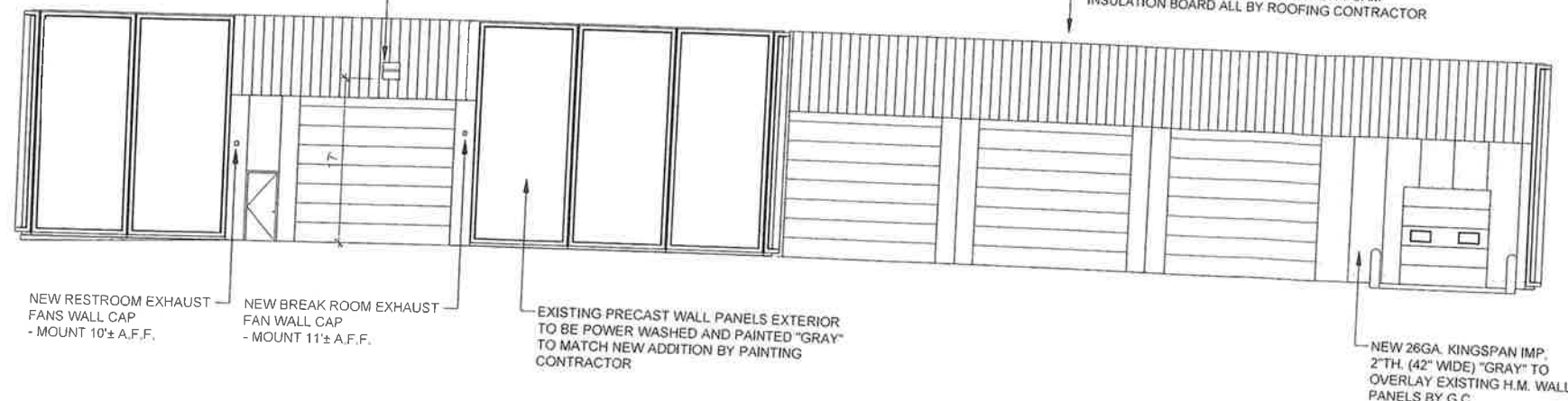


## NEW SOUTH ELEVATION

SCALE: 1/8"=1'-0"

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 DRAWN BY: MIB/CWP  
 CHECKED BY:  
 DATE: 01-11-21  
 SCALE: 1/8" = 1'-0"  
 phalen steel construction company  
 DESIGN & BUILD  
 GENERAL CONTRACTORS  
 P.O. BOX 707  
 PHONE 815-639-8391  
 MENDOTA, ILLINOIS 61342

BUILDING ADDITION AND REMODEL  
 FOR CS/R RESOLUTE, LLC.  
 200 SOUTH SCHMALE ROAD  
 CAROL STREAM, ILLINOIS  
 PROJECT NO:  
**05-21-5001**  
 SHEET NO:  
**A-7.1**



CAMBRIDGE #SA250 DIRECT GAS-FIRED BLOW-THRU SPACE HEATING UNIT (250MBH INPUT/230MBH OUTPUT) 115V., 1Ø, 60HZ, 3/4 HP. MOTOR, 12.3 FLA - 1,200 INLET CFM, WITH MOTORIZED INLET DAMPER, RAINHOOD (W/ INLET BIRD SCREEN), INSULATED INLET COLLAR, (2) DIRECTIONAL ELBOWS, INTEGRAL MOTOR STARTER, 5 PSI NATURAL GAS SUPPLY TO 1/2" NPT GAS INLET SIZE, INLET GAS REGULATOR, AND ELECTRONIC SETBACK THERMOSTAT ALL BY HVAC CONTRACTOR  
 - CUT OPENING, FRAME, FLASH, AND SEAL BY HVAC CONTRACTOR  
 - "U"-SHAPED OPENING TRIMS FURNISHED BY G.C.  
 - FIELD VERIFY MOUNTING HEIGHT

EXISTING BALLAST AND WATER DAMAGED ROOFING (INCLUDING DECKING AS NEEDED) TO BE REMOVED AND A NEW 60 MIL. MEMBRANE ROOF SYSTEM INSTALLED MECHANICALLY FASTENED OVER NEW FOAM INSULATION BOARD ALL BY ROOFING CONTRACTOR

9'x10' 26GA. INSULATED STEEL SECTIONAL O.H. DOOR, CLOPAY #3717 (OR EQUAL) WHITE, WITH 50,000 CYCLE TORSION SPRINGS, (2) 24"x12" INSULATED LITES, 1-3/4" TH. EXPANDED POLYURETHANE INSULATION (R-VALUE=16.2) 2" VERTICAL LIFT TRACKS (ANGLE MOUNT TO DOOR POSTS), 28GA. INTERIOR STEEL BACKING, LIFTMASTER #J501-L5 JACKSHAFT OPERATOR, 1/2HP., 115V., 1Ø, 60HZ, WITH WALL MOUNTED OPEN/STOP/CLOSE CONTROL STATION, AND LINEAR PHOTOEYES, BY O.H. DOOR CONTRACTOR  
 - O.H. DOOR CONTRACTOR TO FIELD VERIFY CLEARANCE PRIOR TO ORDERING  
 - WIRED BY ELECTRICAL CONTRACTOR

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NEW RESTROOM EXHAUST FANS WALL CAP - MOUNT 10'± A.F.F.  
 NEW BREAK ROOM EXHAUST FAN WALL CAP - MOUNT 11'± A.F.F.

EXISTING PRECAST WALL PANELS EXTERIOR TO BE POWER WASHED AND PAINTED "GRAY" TO MATCH NEW ADDITION BY PAINTING CONTRACTOR

NEW 28GA. KINGSPAN IMP. 2" TH. (42" WIDE) "GRAY" TO OVERLAY EXISTING H.M. WALL PANELS BY G.C.

(2) 20"x11"x6" TH. LAMINATED DOCK BUMPERS #RHV620-11P1 BY DOCK EQUIPMENT CONTRACTOR

**NEW EAST ELEVATION**

SCALE: 1/8"=1'-0"

- NEW ADDITION GENERAL NOTES**
1. ALL NEW DOOR AND BUILDING CORNER TRIMS TO BE "COOL SHELL GRAY"
  2. ALL EXTERIOR BUILDING PANEL CORNERS TO BE MITERED
  3. GENERAL CONTRACTOR TO FURNISH AND INSTALL "SKYWEB II" FALL PROTECTION AND LEAVE IN PLACE AT JOB COMPLETION
  4. ALL NEW EXTERIOR BUTLER "EXPI-DOORS" TO BE KEYED ALIKE

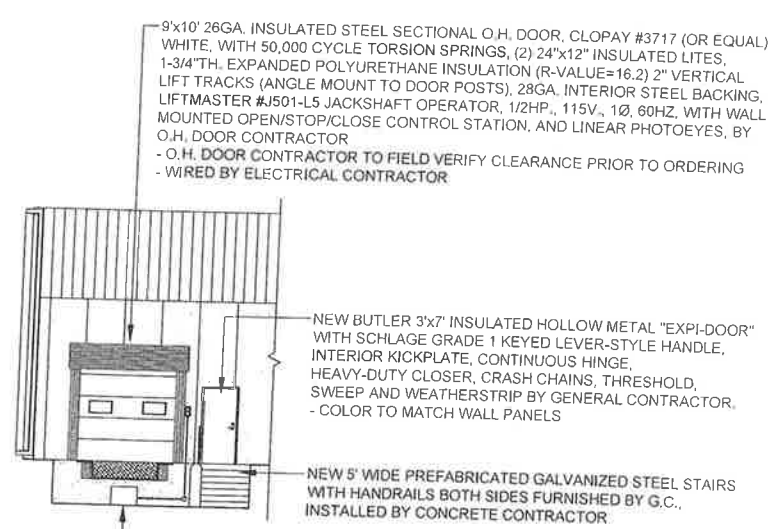
- EXISTING BUILDING GENERAL NOTES**
1. ALL EXISTING H.M. DOORS TO BE PAINTED "DARK GRAY" BOTH SIDES BY PAINTING CONTRACTOR
  2. EXISTING PRECAST WALL PANELS EXTERIOR TO BE POWER WASHED AND PAINTED "GRAY" TO MATCH NEW ADDITION BY PAINTING CONTRACTOR
  3. SCORE AND CAULK SEAMS ON EXTERIOR AND INTERIOR OF PRECAST PANELS AS NEEDED BY PAINTING CONTRACTOR

- O.H. DOOR NOTE:**
1. ALL MATERIALS NEEDED FOR A COMPLETE DOOR INSTALLATION INCLUDING MOUNTING FOR SPRINGS, SHAFTS, AND BRACKETS TO BE THE RESPONSIBILITY OF THE O.H. DOOR CONTRACTOR

☐ DENOTES NEW KINGSPAN INSULATED WALL PANELS

**EAST DOCK ELEVATION**

SCALE: 1/8"=1'-0"



9'x10' 26GA. INSULATED STEEL SECTIONAL O.H. DOOR, CLOPAY #3717 (OR EQUAL) WHITE, WITH 50,000 CYCLE TORSION SPRINGS, (2) 24"x12" INSULATED LITES, 1-3/4" TH. EXPANDED POLYURETHANE INSULATION (R-VALUE=16.2) 2" VERTICAL LIFT TRACKS (ANGLE MOUNT TO DOOR POSTS), 28GA. INTERIOR STEEL BACKING, LIFTMASTER #J501-L5 JACKSHAFT OPERATOR, 1/2HP., 115V., 1Ø, 60HZ, WITH WALL MOUNTED OPEN/STOP/CLOSE CONTROL STATION, AND LINEAR PHOTOEYES, BY O.H. DOOR CONTRACTOR  
 - O.H. DOOR CONTRACTOR TO FIELD VERIFY CLEARANCE PRIOR TO ORDERING  
 - WIRED BY ELECTRICAL CONTRACTOR

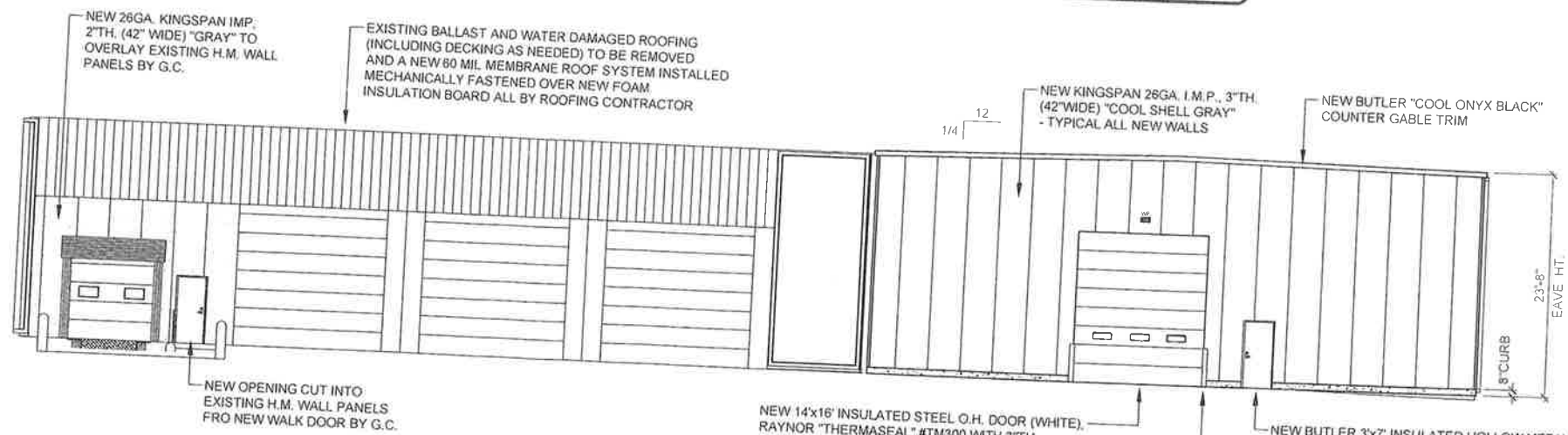
NEW BUTLER 3'x7' INSULATED HOLLOW METAL "EXPI-DOOR" WITH SCHLAGE GRADE 1 KEYED LEVER-STYLE HANDLE, INTERIOR KICKPLATE, CONTINUOUS HINGE, HEAVY-DUTY CLOSER, CRASH CHAINS, THRESHOLD, SWEEP AND WEATHERSTRIP BY GENERAL CONTRACTOR, - COLOR TO MATCH WALL PANELS

NEW 5' WIDE PREFABRICATED GALVANIZED STEEL STAIRS WITH HANDRAILS BOTH SIDES FURNISHED BY G.C., INSTALLED BY CONCRETE CONTRACTOR

NEW RECESSED MECHANICAL DOCK LEVELER (6'x8') 30,000 LBS., WITH 20" LIP/WEATHERSEAL, SELF FORMING 3-SIDED DOCK LEVELER PIT KIT W/BUMPER MOUNTING PLATES, (2) 20"x11"x6" TH. LAMINATED DOCK BUMPERS #RHV620-11P1, RITE-HITE "CLASSIC" FOAM DOCK SEALS (40 OZ.) BLACK VINYL WITH 8" BLACK EXPOSURE PLEATS, HEAD CURTAIN, RITE-HITE "RAINGUARD" #RG-3000 WATER DIVERSION HEADER SEAL, FULL HT. INSIDE REINFORCEMENT, INTERTEK #40-LDF-TE INTERIOR LED DOCK LIGHT (12W.) "SAFETY YELLOW", WITH FLEXIBLE 40" SPRING ARM BY DOCK EQUIPMENT CONTRACTOR  
 - ELECTRICAL CONTRACTOR TO PROVIDE A ROUGH IN CONDUIT FOR FUTURE RESTRAINT, (ALT. FOR WIRING OF A 110V AIR BAG MOTOR)  
 - SWING ARM DOCK LIGHT FURNISHED BY DOCK EQUIPMENT CONTRACTOR, INSTALLED AND WIRED BY ELECTRICAL CONTRACTOR  
 - DOCK LEVELER PIT KIT INSTALLED BY CONCRETE CONTRACTOR  
 - G.C. TO FURNISH 20"x29" STEEL PLATE WITH (12) 6" LG. NELSON STUDS, INSTALLED INTO DOCK WALL BY CONCRETE CONTRACTOR

**WEST DOCK ELEVATION**

SCALE: 1/8"=1'-0"



NEW 28GA. KINGSPAN IMP. 2" TH. (42" WIDE) "GRAY" TO OVERLAY EXISTING H.M. WALL PANELS BY G.C.

EXISTING BALLAST AND WATER DAMAGED ROOFING (INCLUDING DECKING AS NEEDED) TO BE REMOVED AND A NEW 60 MIL. MEMBRANE ROOF SYSTEM INSTALLED MECHANICALLY FASTENED OVER NEW FOAM INSULATION BOARD ALL BY ROOFING CONTRACTOR

NEW KINGSPAN 28GA. I.M.P., 3" TH. (42" WIDE) "COOL SHELL GRAY" - TYPICAL ALL NEW WALLS

NEW BUTLER "COOL ONYX BLACK" COUNTER GABLE TRIM

NEW OPENING CUT INTO EXISTING H.M. WALL PANELS FROM NEW WALK DOOR BY G.C.

NEW 14'x16' INSULATED STEEL O.H. DOOR (WHITE), RAYNOR "THERMASEAL" #TM300 WITH 3" TH. POLYURETHANE FOAM CORE (R-VALUE 24.5) 3" LIFT CLEAR TRACKS TO 72" ANGLED MOUNTED TO DOOR POSTS, (3) 24"x8" INSULATED LITES, RAYNOR CONTROL HOIST "STANDARD" #CSH111 HEAVY-DUTY JACKSHAFT OPERATOR (3/4HP., 115V., 1Ø), 3-BUTTON WALL MOUNTED OPEN/STOP/CLOSE CONTROL STATION, LINEAR PHOTOEYES, AUXILIARY CHAIN HOIST, AND RADIO CONTROL, BY O.H. DOOR CONTRACTOR  
 - ALL ELECTRICAL WIRING IS BY THE ELECTRICIAN

NEW BUTLER 3'x7' INSULATED HOLLOW METAL "EXPI-DOOR" WITH SCHLAGE GRADE 1 KEYED LEVER-STYLE HANDLE, INTERIOR KICKPLATE, CONTINUOUS HINGE, HEAVY-DUTY CLOSER, CRASH CHAINS, THRESHOLD, SWEEP AND WEATHERSTRIP BY GENERAL CONTRACTOR, - COLOR TO MATCH WALL PANELS

6"Ø CONCRETE-FILLED PIPE BOLLARDS WITH YELLOW SLIP COVERS ALL BY CONCRETE CONTRACTOR

**WEST ELEVATION**

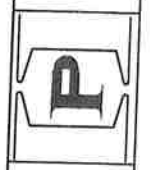
SCALE: 1/8"=1'-0"

**EXHIBIT J-2**

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DESIGNED BY: MBZ/CVP  
 CHECKED BY: [Signature]  
 DATE: 01-11-21  
 SCALE: 1/8" = 1'-0"

phalen steel construction company  
 DESIGN & BUILD  
 GENERAL CONTRACTORS  
 P.O. BOX 707  
 PHONE 815-539-9991  
 MENDOTA, ILLINOIS 61342



BUILDING ADDITION AND REMODEL  
 FOR CSIR RESOLUTE, LLC.  
 200 SOUTH SCHMALE ROAD  
 CAROL STREAM, ILLINOIS

PROJECT NO.  
 05-21-5001  
 SHEET NO.

A-7.2

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR OUTDOOR ACTIVITIES AND OPERATIONS FOR STORAGE OF FLEET VEHICLES IN THE I INDUSTRIAL ZONING DISTRICT AND A LANDBANKED PARKING VARIATION (MERCEDES BENZ USA, LLC, 100 MERCEDES DRIVE)**

**WHEREAS**, Scott Cripps, on behalf of Mercedes Benz USA, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for outdoor activities and operations in the form of vehicle fleet storage in the I Industrial Zoning District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and a Variation to allow for the landbanking of required parking spaces, as provided in Section 16-13-2(G) of the Carol Stream Code of Ordinances, on the property legally described in Section 3 herein and commonly known as 100 Mercedes Drive, Carol Stream, Illinois; and

**WHEREAS**, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on February 22, 2021, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit and Variation be approved; and

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

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

**SECTION 1:**

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for a Special Use Permit for outdoor activities and operations in the form of fleet vehicle storage, and the Findings and Recommendations of the Combined Plan Commission / Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

1. Is deemed necessary for the public convenience at the location. *The proposed Learning and Performance Center, and associated fleet vehicle storage lot, will provide a training component for MBUSA and should not have any negative impacts on the public.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The fleet storage lot will be located in the rear of the property and should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair

property values within the neighborhood. *Other industrial properties have received Special Use approval for outdoor activities and operations and for storage of materials, equipment, and vehicles, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.*

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

## **SECTION 2:**

The Mayor and Board of Trustees of the Village, after examining the Petition for a Variation to allow for the landbanking of required parking spaces, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variation:

1. That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *The applicant has demonstrated that the additional parking spaces required by the Zoning Code are not necessary to meet the actual parking demand for the business, even with the inclusion of the Learning and Performance Center.*
2. The plight of the owner is due to unique circumstances. *Based on the employee counts of the business, the number of parking spaces required by the Zoning Code creates something of a hardship by requiring parking spaces that will not be needed.*
3. The variations, if granted, will not alter the essential character of the locality. *The area where the landbanked parking would be installed is currently undeveloped green space on the site. As such, if the variation is granted, there will be no change in the character of the area, as the green space area will remain in its present condition.*
4. That the plight of the owner is due to the failure of a previous owner of the property in question to follow then-applicable ordinances or regulations, and where the benefit to health, safety or appearance to be derived from correcting the nonconformity would not justify the cost or difficulty of the correction. The evidence must show that the current owner had no role in the creation of the

nonconformity. *The physical conditions of the site are not applicable to this request. Adequate space exists to install the full number of spaces required by the Zoning Code if needed in the future.*

5. That the particular physical surroundings, shape, or topographical conditions of the specific property involved bring a particular hardship upon the owner as distinguished from a mere inconvenience. *It does not appear that there are particular physical surroundings, shape, or topographical conditions of the specific property that result in a hardship, but it is also apparent that requiring additional parking that will not be utilized is unnecessary.*
6. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same district. *These same conditions could apply to properties in similar circumstances in the Industrial District.*
7. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located. *If granted, the variation will not be detrimental to the public welfare or injurious to surrounding property owners.*

**SECTION 3:**

The Special Use Permit and Variation, as set forth in the above recitals, are hereby approved and granted to Mercedes Benz USA, LLC, subject to the conditions set forth in Section 4, upon the real estate commonly known as 100 Mercedes Drive, Carol Stream, Illinois, and legally described as follows:

BEING A CONSOLIDATION OF LOTS 1 AND 2 IN THE MERCEDES-BENZ RESUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

**SECTION 4:**

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

1. That all improvements, including but not limited to the building, parking lot, fencing and landscaping, must be built, installed, and maintained in accordance with the attached plans and exhibits (except as may be amended to address recommended conditions herein);
2. That the landscape materials must be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;

3. That if deemed necessary by the Village in the future, all or a portion of the landbanked parking stalls shall be installed by the property owner as shown on the site plan. The applicant shall obtain the required permits from the Village before commencing construction on the parking lot improvements;
4. That the applicant shall be responsible for maintaining at least 199 actual parking spaces on the site at all times, unless and until the Village requires the installation of all or a portion of the landbanked spaces;
5. That if there is evidence in the future that there is insufficient on-site employee parking, then additional on-site employee parking shall be required to be provided and fleet vehicle storage may need to be reduced, and that the Village shall work with the business in determining how many additional parking spaces shall need to be utilized;
6. That if installed, the parking spaces shown in the landbanked area shall meet the green space, striping, and parking lot dimensional requirements set forth in the Zoning Code at the time of installation;
7. That fleet vehicles associated with the Learning and Performance Center shall be stored in the secured parking lot in the rear of the property only; and
8. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

**SECTION 5:**

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

1. Landbanked Parking Plan (Exhibit A, received January 25, 2021), prepared by Dewberry Engineers Inc., 600 Parsippany Road, 3<sup>rd</sup> Floor, Parsippany, New Jersey, 07054.
2. Landscaping Plan (Exhibit B, received January 25, 2021), prepared by Dewberry Engineers Inc., 600 Parsippany Road, 3<sup>rd</sup> Floor, Parsippany, New Jersey, 07054.
3. Floor Plan (Exhibit C, received January 25, 2021), prepared by EWP Architects, 2215 S. York Road, Suite 204, Oak Brook, Illinois, 60523.

**SECTION 6:**

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by all of the terms and conditions contained within this Ordinance. Such execution

and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

**SECTION 7:**

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

PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF MARCH, 2021.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Julia, Schwarze, Village Clerk



I, Scott Cripps, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit. Mercedes Benz USA, LLC further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

\_\_\_\_\_   
Date

\_\_\_\_\_   
Owner/Party In Interest

RECEIVED

JAN 25 2021

COMMUNITY DEVELOPMENT DEPT

RECEIVED  
JAN 25 2021  
COMMUNITY DEVELOPMENT DEPT



Dewberry Engineers Inc.  
600 PARSONS ROAD  
PARSONS, NJ 07654  
PHONE: 973.739.9400  
FAX: 973.739.9710



Mercedes-Benz

MERCEDES BENZ  
LEARNING &  
PERFORMANCE CENTER  
100 MERCEDES DRIVE  
VILLAGE CAROL STREAM  
DuPAGE COUNTY, ILLINOIS

SEAL  
1/20/21  
1/17/21  
Robert J. Foley, P.E.  
IL License No. 062-066926

KEY PLAN

SCALE  
GRAPHIC SCALE  
SCALE: 1" = 50'

No.	DATE	BY	Description
1	1-18-21	FWD	VILLAGE PLUNG

REVISIONS

DRAWN BY FWD  
APPROVED BY MD  
CHECKED BY RF  
DATE 1/18/21

TITLE  
**LANDBANKED PARKING PLAN**

PROJECT NO. 50134792

C-1

SHEET NO.

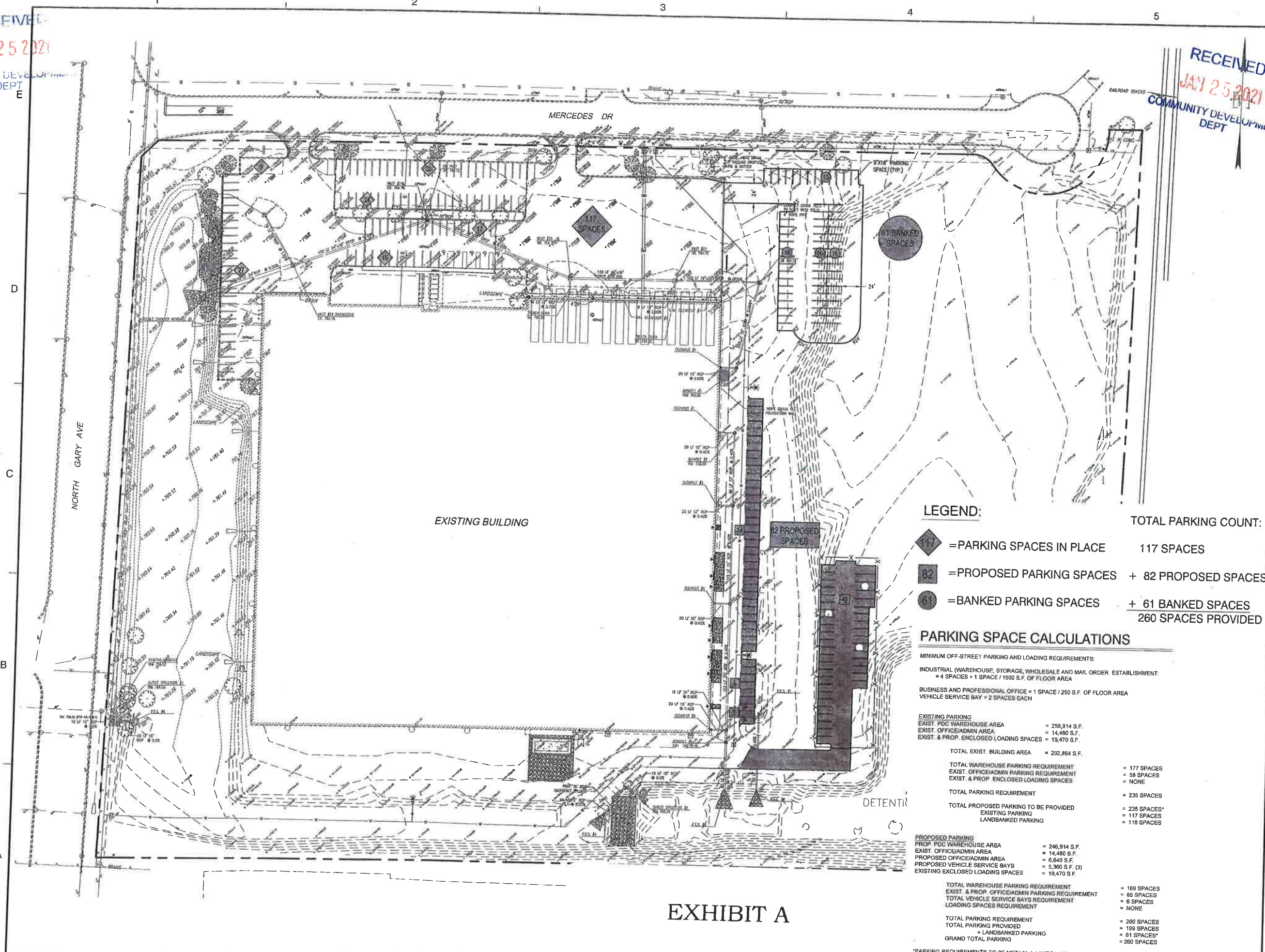


EXHIBIT A

LEGEND:

- = PARKING SPACES IN PLACE 117 SPACES
  - = PROPOSED PARKING SPACES + 82 PROPOSED SPACES
  - = BANKED PARKING SPACES + 61 BANKED SPACES
- 260 SPACES PROVIDED**

TOTAL PARKING COUNT:

PARKING SPACE CALCULATIONS

MINIMUM OFF-STREET PARKING AND LOADING REQUIREMENTS:  
 INDUSTRIAL (WAREHOUSE, STORAGE, WHOLESALE AND MAIL ORDER ESTABLISHMENT):  
 = 4 SPACES + 1 SPACE / 1500 S.F. OF FLOOR AREA  
 BUSINESS AND PROFESSIONAL OFFICE = 1 SPACE / 250 S.F. OF FLOOR AREA  
 VEHICLE SERVICE BAY = 2 SPACES EACH

EXISTING PARKING  
 EXIST. PDC WAREHOUSE AREA = 258,914 S.F.  
 EXIST. OFFICE/ADMIN AREA = 14,480 S.F.  
 EXIST. & PROP. ENCLOSED LOADING SPACES = 19,470 S.F.

TOTAL EXIST. BUILDING AREA = 292,864 S.F.

TOTAL WAREHOUSE PARKING REQUIREMENT = 177 SPACES  
 EXIST. OFFICE/ADMIN PARKING REQUIREMENT = 58 SPACES  
 EXIST. & PROP. ENCLOSED LOADING SPACES = NONE

TOTAL PARKING REQUIREMENT = 235 SPACES

TOTAL PROPOSED PARKING TO BE PROVIDED  
 EXISTING PARKING = 117 SPACES  
 LANDBANKED PARKING = 118 SPACES

PROPOSED PARKING  
 PROP. PDC WAREHOUSE AREA = 246,914 S.F.  
 EXIST. OFFICE/ADMIN AREA = 14,480 S.F.  
 PROPOSED OFFICE/ADMIN AREA = 6,840 S.F.  
 PROPOSED VEHICLE SERVICE BAYS = 5,380 S.F. (3)  
 EXISTING ENCLOSED LOADING SPACES = 19,470 S.F.

TOTAL WAREHOUSE PARKING REQUIREMENT = 169 SPACES  
 EXIST. & PROP. OFFICE/ADMIN PARKING REQUIREMENT = 85 SPACES  
 TOTAL VEHICLE SERVICE BAYS REQUIREMENT = 6 SPACES  
 LOADING SPACES REQUIREMENT = NONE

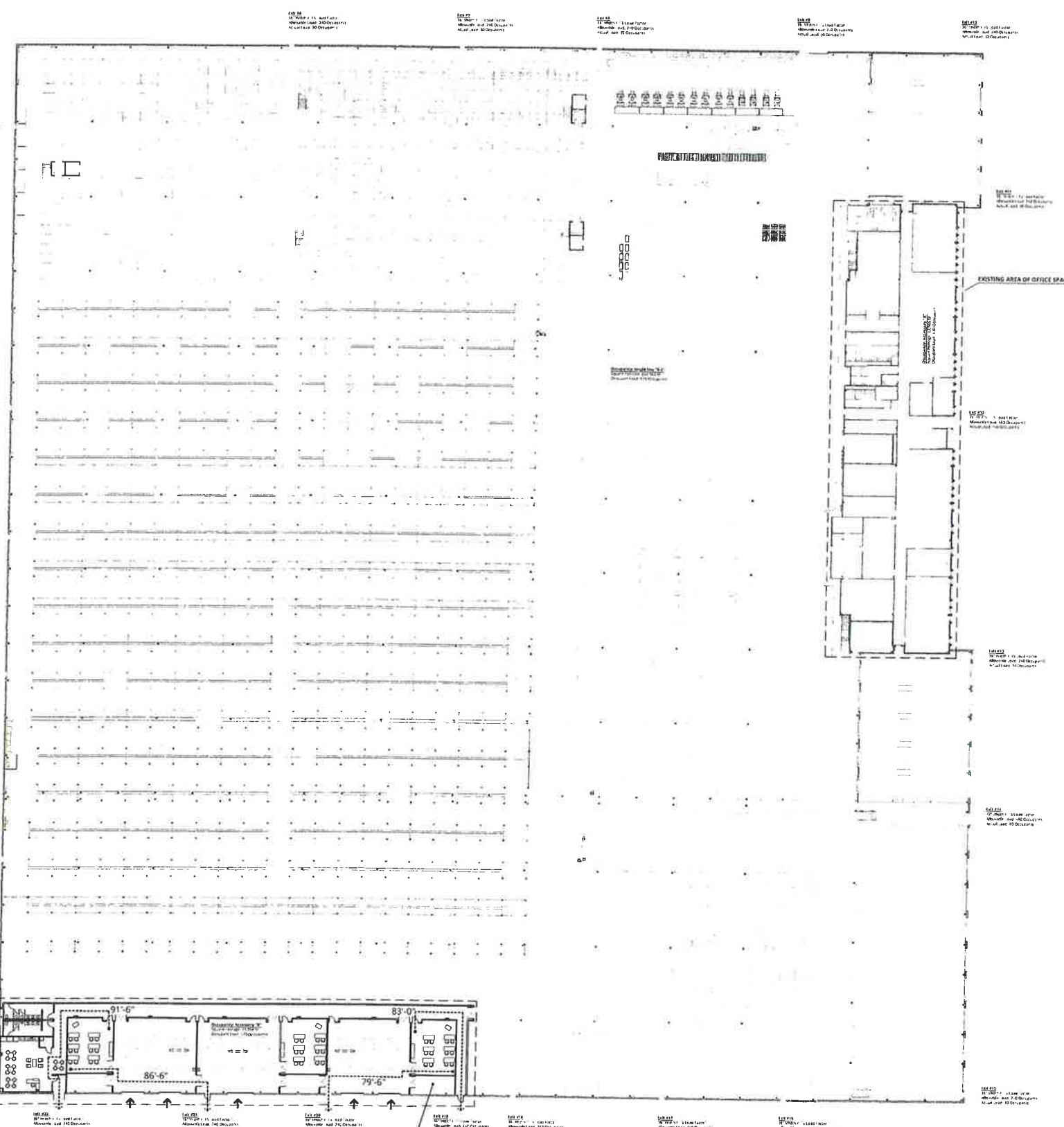
TOTAL PARKING REQUIREMENT = 260 SPACES  
 TOTAL PARKING PROVIDED = 199 SPACES  
 + LANDBANKED PARKING = 61 SPACES  
 GRAND TOTAL PARKING = 260 SPACES

\*PARKING REQUIREMENTS TO BE MET VIA A LANDBANKING VARIATION, PER CAROL STREAM ZONING CODE SECTION 16-13-2(G).

Q:\30134792\Deliverables\Engineering Services\Q-1-1-BANKED PARKING.dwg J:\Users Jan 15, 2021 - 10:33am



Life Safety Plan



General Notes

1. Refer to the ADA document for general information on the ADA. The ADA is a federal law that prohibits discrimination on the basis of disability.

2. All work shall be in accordance with the current editions of the following codes and standards:

- International Building Code (IBC)
- International Fire Code (IFC)
- International Mechanical Code (IMC)
- International Plumbing Code (IPC)
- International Electrical Code (IEC)
- International Energy Conservation Code (IECC)
- International Fire Marshals Association (IFMA)
- International Fire Code (IFC)
- International Fire Marshals Association (IFMA)
- International Fire Marshals Association (IFMA)

3. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

4. The contractor shall be responsible for coordinating all work with the existing building systems and utilities.

5. The contractor shall be responsible for maintaining the safety of the building and its occupants throughout the construction process.

6. The contractor shall be responsible for protecting the existing building structure and finishes.

7. The contractor shall be responsible for providing adequate safety measures for all workers and the public.

8. The contractor shall be responsible for providing adequate access for all disabled persons.

9. The contractor shall be responsible for providing adequate ventilation and lighting for all work areas.

10. The contractor shall be responsible for providing adequate fire protection for all work areas.

11. The contractor shall be responsible for providing adequate security for all work areas.

12. The contractor shall be responsible for providing adequate noise control for all work areas.

13. The contractor shall be responsible for providing adequate dust control for all work areas.

14. The contractor shall be responsible for providing adequate odor control for all work areas.

15. The contractor shall be responsible for providing adequate temperature control for all work areas.

16. The contractor shall be responsible for providing adequate humidity control for all work areas.

17. The contractor shall be responsible for providing adequate air quality control for all work areas.

18. The contractor shall be responsible for providing adequate sound control for all work areas.

19. The contractor shall be responsible for providing adequate vibration control for all work areas.

20. The contractor shall be responsible for providing adequate electromagnetic interference (EMI) control for all work areas.

Applicable Codes

- 2015 International Building Code
- 2015 International Fire Code
- 2015 International Mechanical Code
- 2015 International Plumbing Code
- 2015 International Electrical Code
- 2015 International Energy Conservation Code
- 2015 International Fire Marshals Association
- 2015 International Fire Code
- 2015 International Fire Marshals Association
- 2015 International Fire Marshals Association

Occupancy Calculations

Area	Area (sq ft)	Occupancy	Occupancy
1	1000	100	100
2	2000	200	200
3	3000	300	300
4	4000	400	400
5	5000	500	500
6	6000	600	600
7	7000	700	700
8	8000	800	800
9	9000	900	900
10	10000	1000	1000

Project Team

- Architect of Record**
- EWP Architects, Inc.  
 2715 North La Grange Road, Suite 100, Oak Brook, IL 60151  
 Tel: 630-582-1200  
 Fax: 630-582-1201  
 www.ewparchitects.com
- Engineer of Record**
- Structural Engineering  
 2715 North La Grange Road, Suite 100, Oak Brook, IL 60151  
 Tel: 630-582-1200  
 Fax: 630-582-1201  
 www.ewparchitects.com
- Structural Engineer**
- Structural Engineering  
 2715 North La Grange Road, Suite 100, Oak Brook, IL 60151  
 Tel: 630-582-1200  
 Fax: 630-582-1201  
 www.ewparchitects.com
- General Contractor**
- General Contractor  
 2715 North La Grange Road, Suite 100, Oak Brook, IL 60151  
 Tel: 630-582-1200  
 Fax: 630-582-1201  
 www.ewparchitects.com

Shop Drawings

1. The contractor shall be responsible for providing shop drawings for all work areas.

2. The contractor shall be responsible for providing shop drawings for all structural elements.

3. The contractor shall be responsible for providing shop drawings for all mechanical systems.

4. The contractor shall be responsible for providing shop drawings for all plumbing systems.

5. The contractor shall be responsible for providing shop drawings for all electrical systems.

6. The contractor shall be responsible for providing shop drawings for all fire protection systems.

7. The contractor shall be responsible for providing shop drawings for all security systems.

8. The contractor shall be responsible for providing shop drawings for all noise control systems.

9. The contractor shall be responsible for providing shop drawings for all dust control systems.

10. The contractor shall be responsible for providing shop drawings for all odor control systems.

11. The contractor shall be responsible for providing shop drawings for all temperature control systems.

12. The contractor shall be responsible for providing shop drawings for all humidity control systems.

13. The contractor shall be responsible for providing shop drawings for all air quality control systems.

14. The contractor shall be responsible for providing shop drawings for all sound control systems.

15. The contractor shall be responsible for providing shop drawings for all vibration control systems.

16. The contractor shall be responsible for providing shop drawings for all electromagnetic interference (EMI) control systems.

Compliance Statement

I hereby certify that these drawings were prepared under my supervision and to the best of my knowledge conform to the applicable codes and ordinances of the Village of Carol Stream.



Sheet List Table

Sheet No.	Description
100	General Notes
101	Structural
102	Mechanical
103	Plumbing
104	Electrical
105	Fire Protection
106	Security
107	Noise Control
108	Dust Control
109	Odor Control
110	Temperature Control
111	Humidity Control
112	Air Quality Control
113	Sound Control
114	Vibration Control
115	EMI Control
116	Life Safety Plan



MERCEDES-BENZ TRAINING CENTER

100 Mercedes Drive,  
 Carol Stream, IL 60188

partial interior renovation  
 of the first floor



EWP Architects, Inc  
 Chicago • Oak Brook

ewparchitects.com

100 Mercedes Drive, Carol Stream, IL 60188  
 630-582-1200

100 Mercedes Drive, Carol Stream, IL 60188  
 630-582-1200

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

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Village Manager *RMM*  
**DATE:** February 26, 2021  
**RE:** Liquor License – T42, Inc. d/b/a John & Tony's & John & Tony's Wine club

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Attached for your review and consideration are Ordinances reducing the number of Class A and Class J Liquor Licenses. Also attached is a letter from Anthony Quattrochi, General Manager of T42, Inc. located at 27W371 North Avenue relinquishing his liquor licenses due to the closure of this location.

Staff recommends approval of the attached Ordinances reducing the Class A and Class J Liquor Licenses by one with regard to T42, Inc. d/b/a John & Tony's and T42, Inc. d/b/a John & Tony's Wine Club located at 27W371 North Avenue.

Attachments

**From:** Anthony Quattrochi  
**Date:** February 26, 2021 at 8:21:25 AM EST  
**Subject:** T42

Good Morning Mayor,

I am releasing both Liquor Licenses currently held under T42 back to the Village of Carol Stream effective immediately. The retail Liquor License Class "A" #L1962A and the Class "J" Liquor License #L1962J.

Any questions or concerns please do not hesitate to contact me.

Sorry things didn't work out and thank you for all your assistance and support!!

--

**Anthony S. Quattrochi**

**General Manager**

T42

Toast | Tapas | Tradition

27W371 North Ave

Carol Stream, IL 60185



**ORDINANCE NO. 2021-03-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS A LIQUOR LICENSES FROM 14 TO 13 (T42, INC. d/b/a JOHN AND TONY'S, 27W371 NORTH AVE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class A Liquor Licenses from fourteen (14) to thirteen (13).

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

PASSED AND APPROVED THIS 1st DAY OF MARCH, 2021.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

ORDINANCE NO. 2021-03-\_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS J LIQUOR LICENSES FROM 1 TO 0 (T42, INC. d/b/a JOHN AND TONY'S WINE CLUB, 27W371 NORTH AVE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class J Liquor Licenses from one (1) to zero (0).

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

PASSED AND APPROVED THIS 1st DAY OF MARCH, 2021.

AYES:

NAYS:

ABSENT:

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


ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk



*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: February 24, 2021

RE: Intergovernmental Agreement – DuPage County – Mowing Services

In February 2018 the Village Board approved an Intergovernmental Agreement (IGA) with DuPage County which allows the Village to provide mowing services on DuPage County rights-of-way within the Village. In return for mowing the rights-of-way the Village is compensated at an agreed upon rate applied to the total acreage serviced.

Since the agreement was approved in February 2018 there have been some recent corrections to the area description on Army Trail Road and re-measurement of all areas which increased total acreage from 24.12 to 25.78. Compensation to the Village will increase to reflect these changes (from \$1,206 to \$1,289 per billing). Staff has worked with the County to prepare the attached revised IGA in advance of the coming mowing season.

Staff recommends that the Village Board adopt a Resolution authorizing the execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for mowing certain County right-of-ways ending April 30, 2022.

Attachment

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE VILLAGE OF CAROL STREAM AND DUPAGE COUNTY –  
MOWING OF CERTAIN RIGHT-OF-WAYS**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with DuPage County for the provision of mowing services on County right-of-ways; and

WHEREAS the services to be performed by the Village and the compensation to be rendered by DuPage County for those service are provided for in the form of an Agreement attached hereto as Exhibit “A”, and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit “A”.

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF MARCH, 2021.

AYES:

NAYS:

ABSENT:

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

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk

**INTERGOVERNMENTAL AGREEMENT  
 BETWEEN THE COUNTY OF DU PAGE  
 AND THE VILLAGE OF CAROL STREAM  
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY**

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

**WITNESSETH**

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

**COUNTY MOWING:**

Co Hwy	Hwy Name	From	To	Side of Street	AREA (ac)
11	Army Trail Road	Fair Oaks Road	Bennington Drive	South	0.88
43	County Farm Road	Army Trail Road	Vale Road	East and West (no medians)	7.33
23	Gary Avenue	CN Railroad	Mellor Road	East and West (no medians)	12.49
36	Schmale Road	IL 64	Geneva Road	East and West (no medians)	2.18
36	Schmale Road	IL 64	CN Railroad	West	2.90
<b>Grand Total</b>					<b>25.78</b>

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in

the best interest of the citizens of DuPage County and the residents of the Village of Carol Stream for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS and SPECIFICATIONS:

**GENERAL CONDITIONS**

1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for the Agreement.
2. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
3. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to fifteen (15) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
4. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
5. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
6. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
7. Indemnification

- (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.
- (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law."

## 7. Insurance

At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.

- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE's benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."
- (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at

least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

(h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.

(i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with

respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

(j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.

8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Robert Mellor  
Village Manager  
Village of Carol Stream  
500 Gary Avenue  
Carol Stream, Illinois 60188

FOR THE COUNTY:

Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until April 30, 2022,



unless terminated by thirty (30) days written notice to the other party as referenced above.

### SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall always be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow-moving piece of equipment

to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.

10. No equipment or material shall be stored on the pavement or shoulders at any time.

11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1

Second Mowing - June 1

Third Mowing - July 1

Fourth Mowing - August 1

Fifth Mowing - September 15

Fifteen (15) intermediate mowing cycles may be completed as weather and grass conditions warrant.

12. The COUNTY shall pay the VILLAGE the lessor of \$1,289.00 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 25.78 acres.

13. **The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15<sup>th</sup> of each year for the term of this Agreement.**

14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due

for a mowing cycle at a unit price of the lessor of Fifty Dollars per acre (\$50.00 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

(Remainder of Page Left Intentionally Blank)

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

**COUNTY OF DU PAGE**

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021 at Wheaton, Illinois.

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

ATTEST:

\_\_\_\_\_  
Jean Kaczmarek, County Clerk

**VILLAGE OF CAROL STREAM**

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021, at Carol Stream, Illinois.

\_\_\_\_\_  
Frank Saverino, Mayor  
Village of Carol Stream

ATTEST:

\_\_\_\_\_  
Julia Schwarze, Village Clerk  
Village of Carol Stream



20 N. Wacker Drive, Ste 1660  
Chicago, Illinois 60606-2903  
T 312 984 6400 F 312 984 6444

DD: 312-984-6417  
jarhodes@ktjlaw.com

AGENDA ITEM  
J-2 3/1/21

**MEMORANDUM**

**TO: Mayor and Board of Trustees**  
**FROM: James A. Rhodes, Village Attorney**  
**DATE: February 25, 2021**  
**RE: A RESOLUTION REGARDING THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS**

We have conducted a review of minutes of executive session meetings of the Mayor and Board of Trustees and recommend that the minutes of all executive session meetings not previously released be maintained as confidential and not released at this time.

I recommend approval of the attached resolution.

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

**A RESOLUTION WITH RESPECT TO THE RELEASE OF CERTAIN EXECUTIVE SESSION MINUTES OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, ILLINOIS**

**WHEREAS**, the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois (the “Board”) has, on occasion, met in Executive Session in accordance with the provisions of the Open Meetings Act (5 ILCS 120/1 et seq.) (the “Act”); and

**WHEREAS**, the minutes of the Executive Sessions have been duly recorded by the Village Clerk, or her designee, pursuant to the requirements of the Act; and

**WHEREAS**, the minutes of all duly recorded Executive Sessions have been reviewed and recommendations made to the Mayor and Board of Trustees regarding the release of certain executive session minutes; and

**WHEREAS**, the Mayor and Board of Trustees have ascertained that the need for confidentiality still exists as to all Executive Session Minutes not released and at this time the content of none of the approved Executive Session Minutes are approved for release for public review until further review and order by the Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** That the need for confidentiality still exists as to all Executive Session Minutes not released and at this time the content of none of the approved Executive Session Minutes are approved for release for public review until further review and order by the Board.

**SECTION 3:** The Mayor is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES** of the Village of Carol Stream, Illinois at a regular meeting thereof held on the 1st day of March, 2021, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED** by me this 1st day of March, 2021.

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Julie Schwarze, Village Clerk

Village of Carol Stream  
 Schedule of Bills  
 For Village Board Approval on MARCH 01, 2021

AGENDA ITEM  
L-1 3/1/21

<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-124 GERZEVSKE LN 02/04/21	3,804.38	01670200-52266	SNOW REMOVAL	22739 PO-3842	
SNOW REMOVAL-124 GERZEVSKE LN 02/08/21	2,777.60	01670200-52266	SNOW REMOVAL	22758 PO-3842	
	<u>6,581.98</u>				
<b>ACCURATE OFFICE SUPPLY CO</b>					
OFFICE SUPPLIES	65.92	01610100-53317	OPERATING SUPPLIES	536562	
	<u>65.92</u>				
<b>AEP ENERGY</b>					
100 DELLA CT-1083101009 01/11-02/09/21	10.49	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 02/11/21	
	<u>10.49</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
SNOW REMOVAL 02/04-02/05/21	12,638.78	01670200-52266	SNOW REMOVAL	2021-028 PO-3841	
SNOW REMOVAL 02/06-02/07/21	307.05	01670200-52266	SNOW REMOVAL	2021-029 PO-3841	
SNOW REMOVAL 02/08-02/09/21	9,136.11	01670200-52266	SNOW REMOVAL	2021-030 PO-3841	
SNOW REMOVAL 02/13/21	9,566.75	01670200-52266	SNOW REMOVAL	2021-045 PO-3841	
SNOW REMOVAL 02/15-02/16/21	18,726.99	01670200-52266	SNOW REMOVAL	2021-046 PO-3841	
SNOW REMOVAL-GLENBARD NORTH 02/05/21	1,110.00	01670200-52266	SNOW REMOVAL	2021-037 PO-3841	
SNOW REMOVAL-GLENBARD NORTH 02/07/21	945.00	01670200-52266	SNOW REMOVAL	2021-038 PO-3841	
SNOW REMOVAL-GLENBARD NORTH 02/08-02/0	835.00	01670200-52266	SNOW REMOVAL	2021-039 PO-3841	
SNOW REMOVAL-GLENBARD NORTH 02/13/21	422.50	01670200-52266	SNOW REMOVAL	2021-044 PO-3841	
SNOW REMOVAL-GLENBARD NORTH 02/16/21	1,347.50	01670200-52266	SNOW REMOVAL	2021-048 PO-3841	
SNOW REMOVAL-PW SIDEWALKS 02/05/21	110.00	01670200-52266	SNOW REMOVAL	2021-034 PO-3841	
SNOW REMOVAL-PW SIDEWALKS 02/07/21	110.00	01670200-52266	SNOW REMOVAL	2021-035 PO-3841	
SNOW REMOVAL-PW SIDEWALKS 02/08-02/09/2	110.00	01670200-52266	SNOW REMOVAL	2021-036 PO-3841	
SNOW REMOVAL-SILVERLEAF 02/05/21	120.00	01670200-52266	SNOW REMOVAL	2021-031 PO-3841	
SNOW REMOVAL-SILVERLEAF 02/07/21	120.00	01670200-52266	SNOW REMOVAL	2021-032 PO-3841	
SNOW REMOVAL-SILVERLEAF 02/08-02/09/21	120.00	01670200-52266	SNOW REMOVAL	2021-033 PO-3841	
SNOW REMOVAL-SILVERLEAF 02/13/21	120.00	01670200-52266	SNOW REMOVAL	2021-043 PO-3841	
SNOW REMOVAL-SILVERLEAF 02/16/21	120.00	01670200-52266	SNOW REMOVAL	2021-047 PO-3841	

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
	<u>55,965.68</u>				
<b>ALEXANDRA WILLIAMS</b>					
ILEETA 2021-A WILLIAMS 03/21-03/27/21	356.00	01660100-52223	TRAINING	ILEETA 2021-WILLIAMS	
	<u>356.00</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLDG PLAN REVIEW-100 MERCEDES DR, 21-046-	2,245.00	01643700-52253	CONSULTANT	55657	
	<u>2,245.00</u>				
<b>CAROL CADLE</b>					
CPTED-C CADLE PER DIEM 02/28-03/05/21	326.00	01660100-52223	TRAINING	CPTED-2021 CADLE	
	<u>326.00</u>				
<b>CAROL STREAM PARK DISTRICT</b>					
PARK PASSES-JAN 2021	90.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES JAN 2021	
	<u>90.00</u>				
<b>CELLEBRITE USA INC</b>					
4PC LICENSE RENEWAL PO.433-3073	4,300.00	01660100-52255	SOFTWARE MAINTENANCE	INVUS227168 PO-3073	20210100
	<u>4,300.00</u>				
<b>CH2MHILL OMI</b>					
CAPEX-JAN 2021	10,800.00	04101100-52262	WRC CONTRACT	351199-CE-13 PO-3794	20210001
WRC OPERATING & MGMT-MAR 2021	150,063.17	04101100-52262	WRC CONTRACT	351199-24-11 PO-3794	20210001
	<u>160,863.17</u>				
<b>CHAD PASKEVICZ</b>					
ILEETA 2021-C PASKEVICZ 03/21-03/27/21	356.00	01660100-52223	TRAINING	ILEETA 2021-PASKEVIC	
	<u>356.00</u>				
<b>COMCAST CABLE</b>					
DATA SERVICE 01/15-02/14/21	3,967.75	01652800-52230	TELEPHONE	115430192	
	<u>3,967.75</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>COMED</b>					
465 CENTER 01/20-02/18/21	88.73	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 02/18/21	
KUHN RD, RT64 01/20-02/18/21	32.43	01662300-52298	ATLE SERVICE FEE	4202129060 02/18/21	
	<b>121.16</b>				
<b>COMPASS MINERALS AMERICA INC</b>					
FY21 ROCK SALT PURCHASE	11,767.10	01670200-53335	SALT	762630 PO-3804	20210060
FY21 ROCK SALT PURCHASE 02/11/21	7,037.22	01670200-53335	SALT	765202 PO-3804	20210060
	<b>18,804.32</b>				
<b>CONSTANTINO HECKERMANN</b>					
CPTED-HECKERMANN PER DIEM 02/28-03/05/21	326.00	01660100-52223	TRAINING	CPTED-2021 HECKERMAN	
	<b>326.00</b>				
<b>CONSTELLATION NEW ENERGY</b>					
1015 LIES RD-19466067301 01/19-02/17/21	67.28	04201600-53210	ELECTRICITY	7280332-21 02/18/21	
124 GERZEVSKE-19466083901 01/19-02/17/21	3,708.47	04201600-53210	ELECTRICITY	7280332-17 02/18/21	
1348 CHARGER CT-19466065801 01/19-02/17/2	461.46	04101500-53210	ELECTRICITY	7280332-20 02/18/21	
200 TUBEWAY-19397741101 01/11-02/09/21	200.82	04101500-53210	ELECTRICITY	7280332-18 02/10/21	
	<b>4,438.03</b>				
<b>CORE &amp; MAIN LP</b>					
HYDRANT BVA RUBBER	355.30	04201600-53317	OPERATING SUPPLIES	N676782	
HYDRANT PARTS, BVA RUBBERS, UPPER STEM	598.72	04201600-53317	OPERATING SUPPLIES	N686679	
LOWER HYD STEM	244.40	04201600-53317	OPERATING SUPPLIES	N694027	
	<b>1,198.42</b>				
<b>DARREN BOSHART</b>					
CLOTH ALLOW-D BOSHART 02/14/21 (TACTICALC	126.07	01660100-53324	UNIFORMS	3545462	
	<b>126.07</b>				

**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>DELUXE TOWING</b>					
TOWING 10/30/20	175.00	01662700-52244	MAINTENANCE & REPAIR	91557	
TOWING 11/17/20	140.00	01662700-52244	MAINTENANCE & REPAIR	91593	
TOWING-SQUAD CAR 01/25/21	20.00	01662700-52244	MAINTENANCE & REPAIR	91827	
TOWING-SQUAD CAR 01/26/21	20.00	01662700-52244	MAINTENANCE & REPAIR	91831	
	<u>355.00</u>				
<b>DRI-STICK DECAL CORP</b>					
VIDEO GAMING DECALS 2021-2022	373.06	01610100-53315	PRINTED MATERIALS	377056	
	<u>373.06</u>				
<b>DUPAGE COUNTY ANIMAL CARE &amp; CONTROL</b>					
ANIMAL SERVICES 01/02/21	150.00	01662700-52249	ANIMAL CONTROL	9885	
	<u>150.00</u>				
<b>EQUIPMENT BLADES INC</b>					
FE PLOW BLADES	904.50	01696200-53354	PARTS PURCHASED	022579	
	<u>904.50</u>				
<b>FEECE OIL CO</b>					
FE OIL	449.90	01696200-53354	PARTS PURCHASED	1945205	
	<u>449.90</u>				
<b>FGM ARCHITECTS</b>					
EOC DESIGN 11/28/20-01/29/21 PO.460-2167	6,160.00	01560000-55487	FACILITY CAPITAL IMPROVEMENT 21-3073.01-1 PO-2167		20210101
	<u>6,160.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GOLF &amp; BUSSE TOWING</b>					
TOWING 02/03/21	365.00	01662700-52244	MAINTENANCE & REPAIR	75043	
TOWING 02/29/20	140.00	01662700-52244	MAINTENANCE & REPAIR	72280	
TOWING 12/02/20	140.00	01662700-52244	MAINTENANCE & REPAIR	74743	
TOWING 12/02/20	140.00	01662700-52244	MAINTENANCE & REPAIR	74744	
TOWING 12/02/20	140.00	01662700-52244	MAINTENANCE & REPAIR	74745	
TOWING 12/23/20	140.00	01662700-52244	MAINTENANCE & REPAIR	76029	
	<b>1,065.00</b>				
<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK-A RETSKE 01/31, 02/07/21	1,234.80	04103100-52253	CONSULTANT	3675928	
ACCOUNTS CLERK-A RETSKE 01/31, 02/07/21	1,234.80	04203100-52253	CONSULTANT	3675928	
IT TECHNICIAN-N BOYD 01/31, 02/07/21	3,600.00	01652800-52253	CONSULTANT	3675927 PO-1907	20210087
OFFICE MANAGER-D KALKE 01/31, 02/07/21	3,266.40	01590000-52253	CONSULTANT	3675926	
PT SECRETARY-J COX 01/31/21	374.85	01670100-52253	CONSULTANT	3675925 PO-3848	20210077
PT SECRETARY-J COX 01/31/21	374.85	04201600-52253	CONSULTANT	3675925 PO-3848	20210077
	<b>10,085.70</b>				
<b>I R M A</b>					
CLOSED CLAIMS-JAN 2020	23.77	01590000-52215	INSURANCE DEDUCTIBLES	SALES0018947	
DEDUCTIBLE-JAN 2021	717.90	01590000-52215	INSURANCE DEDUCTIBLES	SALES0018929	
VOLUNTEER COVERAGE 11/01/21-11/01/21	850.00	01664700-52400	GENERAL INSURANCE	IVC0011719	
	<b>1,591.67</b>				
<b>JET BRITE CAR WASH INC</b>					
CAR WASH 01/01/21-01/31/21	210.00	01662700-52244	MAINTENANCE & REPAIR	4157	
	<b>210.00</b>				
<b>JOHN L FIOTI</b>					
ADJUDICATION-FEB 2021	525.00	01570000-52238	LEGAL FEES	CS 02-21	
	<b>525.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>KLEIN, THORPE &amp; JENKINS, LTD</b>					
GENERAL COUNSEL-DEC 2020	172.00	11740000-52238	LEGAL FEES	215357	
GENERAL COUNSEL-DEC 2020	911.91	04200100-52238	LEGAL FEES	215357	
GENERAL COUNSEL-DEC 2020	13,246.19	01570000-52238	LEGAL FEES	215357	
	<b>14,330.10</b>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-FEB 2021	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2021-02	
PROSECUTION-FEB 2021	6,217.10	01570000-52312	PROSECUTION DUI	2021-02	
PROSECUTION-JAN 2021 PARTIAL	1,550.00	01570000-52312	PROSECUTION DUI	2021-01.02	
	<b>10,167.10</b>				
<b>LRS HOLDINGS LLC</b>					
PORTA JOHN-1348 CHARGER 01/15/21-02/11/21	100.00	01670300-52264	EQUIPMENT RENTAL	PS358442	
PORTA JOHN-280 KUHN 01/15/21-02/11/21	100.00	04201600-52264	EQUIPMENT RENTAL	PS358443	
	<b>200.00</b>				
<b>MARK E RADABAUGH</b>					
TAPING, EDITING 02/16/21	100.00	01590000-52253	CONSULTANT	21-0170	
	<b>100.00</b>				
<b>MATTHEW KEALLY</b>					
ILEETA 2021-M KEALLY 03/21-03/27/21	356.00	01660100-52223	TRAINING	ILEETA 2021-KEALLY	
	<b>356.00</b>				
<b>MNJ TECHNOLOGIES DIRECT</b>					
RAM FOR FORENSICS COMPUTER	153.89	02385200-54413	COMPUTER EQUIPMENT	0003768325	
SURFACE EQUIPMENT REPLACEMENT	28,960.18	01652800-54413	COMPUTER EQUIPMENT	0003769859 PO-1912	20210099
	<b>29,114.07</b>				
<b>MUNICIPAL FLEET MGMT ASSOCIATION</b>					
DUES-JUNGERS 2021	30.00	01660100-52234	DUES & SUBSCRIPTIONS	21-013	
	<b>30.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>NICOR</b>					
124 GERZEVSKE LN 01/20-02/18/21	143.31	04201600-53230	NATURAL GAS	13811210007 02/18/21	
200 TUBEWAY DR 01/19-02/17/21	39.85	04101500-53230	NATURAL GAS	14309470202 02/17/21	
	<b>183.16</b>				
<b>PETTY CASH</b>					
PETTY CASH 03/01/21	452.02	01-10307	PETTY CASH	PETTY CASH 03/01/21	
	<b>452.02</b>				
<b>PHILIP HECK</b>					
CLOTH ALLOW-P HECK (MARSHALLS) 02/13/21	37.98	01660100-53324	UNIFORMS	776237	
CLOTH ALLOW-P HECK (TARGET) 02/13/21	144.94	01660100-53324	UNIFORMS	2-1044-0839	
	<b>182.92</b>				
<b>PHYSICIANS IMMEDIATE CARE-CHICAGO</b>					
COVID TEST-NEW OFFICERS	920.00	01510000-52228	PERSONNEL HIRING	4192758	
	<b>920.00</b>				
<b>R &amp; M PRINTING</b>					
GARVEY, SCHWARZE	125.20	01520000-53324	UNIFORMS	6575	
GARVEY, SCHWARZE	331.40	01652800-53324	UNIFORMS	6575	
GARVEY, SCHWARZE	466.68	01620100-53324	UNIFORMS	6575	
	<b>923.28</b>				
<b>REMPE-SHARPE &amp; ASSOCIATES INC</b>					
ENGINEERING SVC-DETENTION RETROFITS JAN 2	11,655.50	11740000-55488	STORMWATER UTILITIES	27812 PO-462637	20210091
	<b>11,655.50</b>				

**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>RUSH TRUCK CENTERS</b>					
FE BOLTS	26.56	01696200-53354	PARTS PURCHASED	3022130700	
FE CONTROL VALVE	127.78	01696200-53354	PARTS PURCHASED	3022380035	
FE ELBOW	16.09	01696200-53354	PARTS PURCHASED	3022378040	
FE HARNESS	23.04	01696200-53354	PARTS PURCHASED	3022335753	
FE INJECTORS	2,157.89	01696200-53354	PARTS PURCHASED	3022452624	
FE PIVOT KIT	11.49	01696200-53354	PARTS PURCHASED	3022378058	
FE PLUG	16.73	01696200-53354	PARTS PURCHASED	3022386888	
FE PRIMER	91.26	01696200-53354	PARTS PURCHASED	3022384944	
FE PUMP	308.69	01696200-53354	PARTS PURCHASED	3022384252	
FE SEALS	51.24	01696200-53354	PARTS PURCHASED	3022384892	
FE TUBE	98.69	01696200-53354	PARTS PURCHASED	3022390094	
FE VALVE	193.93	01696200-53354	PARTS PURCHASED	3022331605	
FE VALVE	367.65	01696200-53354	PARTS PURCHASED	3022457741	
JA REGULATOR	367.65	01696200-53354	PARTS PURCHASED	3022084288	
JA SENSOR	227.00	01696200-53354	PARTS PURCHASED	3022114923	
	<u>4,085.69</u>				
<b>SUBURB BLDG OFFICIALS CONF</b>					
2021 DUES-STEVE MARTIN	75.00	01643700-52234	DUES & SUBSCRIPTIONS	2021 SBOC DUES	
	<u>75.00</u>				
<b>TELCOM INNOVATIONS GROUP LLC</b>					
VOICEMAIL SYSTEM UPGRADE, MIGRATION	735.00	01652800-52253	CONSULTANT	A56545	
	<u>735.00</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THE BOARD OF TRUSTEES OF THE UNIV OF ILL</b>					
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-246	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-260	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-243	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-244	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-245	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-247	
LAB TESTING	230.00	01662300-53317	OPERATING SUPPLIES	H0841 2020-222	
	<b>1,160.00</b>				
<b>TIF 3 NORTH AND SCHMALE RD</b>					
SALES TAX-NOV 2020	-11,381.34	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 02/28/21	
SALES TAX-NOV 2020	11,381.34	01720000-58340	SALES TAX TFR - RDA#1	TIF3 02/28/21	
SALES TAX-NOV 2020	11,381.34	22-11105	CASH - TRUST	TIF3 02/28/21	
	<b>11,381.34</b>				
<b>TOM ANDREJEVIC</b>					
CLOTH ALLOW-T ANDREJEVIC (MARSHALLS) 02/1	280.90	01660100-53324	UNIFORMS	23240036927	
CLOTH ALLOW-T ANDREJEVIC (RACK) 02/14/21	363.54	01660100-53324	UNIFORMS	210807356	
	<b>644.44</b>				
<b>TYLER TECHNOLOGIES INC</b>					
CASHIERING IMPLEMENTATION 01/18/21	130.40	04103100-52255	SOFTWARE MAINTENANCE	045-329337	
CASHIERING IMPLEMENTATION 01/18/21	130.40	04203100-52255	SOFTWARE MAINTENANCE	045-329337	
CASHIERING IMPLEMENTATION 01/18/21	391.20	01610100-52255	SOFTWARE MAINTENANCE	045-329337	
	<b>652.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

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<b>VERIZON WIRELESS</b>					
CELL PHONES 01/14-02/13/21	36.03	02385200-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	38.01	01652800-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	49.58	01610100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	49.58	01640100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	49.58	01642100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	52.05	01662700-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	87.59	01600000-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	87.61	01690100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	95.53	01643700-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	99.16	01680000-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	159.42	01590000-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	223.41	04100100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	285.91	01620100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	393.98	01652800-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	491.18	04200100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	565.07	01670100-52230	TELEPHONE	9873366121	
CELL PHONES 01/14-02/13/21	3,163.77	01662700-52230	TELEPHONE	9873366121	
	<u>5,927.46</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on MARCH 01,2021**

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<b>WEX BANK</b>					
FUEL 12/31/20	-148.41	01000000-47407	MISCELLANEOUS REVENUE	69366560 12/31/20	
FUEL 12/31/20	8.00	01662700-52244	MAINTENANCE & REPAIR	69366560 12/31/20	
FUEL 12/31/20	30.48	04101100-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	67.01	04200100-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	68.00	01680000-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	119.19	01620100-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	198.60	01640100-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	245.80	01670100-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	245.80	01670300-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	307.25	01670600-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	307.25	01670700-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	368.70	01670500-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	397.15	04101500-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	469.08	04201400-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	522.32	01670400-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	804.14	04201600-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	1,075.36	01670200-53313	AUTO GAS & OIL	69366560 12/31/20	
FUEL 12/31/20	9,185.35	01662700-53313	AUTO GAS & OIL	69366560 12/31/20	
	<u>14,271.07</u>				
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>					
TRUCK WASH	339.99	01670200-53317	OPERATING SUPPLIES	002625	
	<u>339.99</u>				
<b>ZIEBELL WATER SERVICE PRODUCTS INC</b>					
HYDRANT, PARTS	3,483.00	04201600-53317	OPERATING SUPPLIES	252878-000 PO-3858	20210098
	<u>3,483.00</u>				
<b>GRAND TOTAL</b>	<u><u>\$393,380.96</u></u>				

The preceding list of bills payable totaling \$393,380.96 was reviewed and approved for payment.

Approved by:

Robert Mellor  
Bob Mellor - Village Manager

Date: 2/26/21

Authorized by:

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

\_\_\_\_\_  
Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS  
FEBRUARY 17, 2021 Thru MARCH 01, 2021**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll February 8, 2021 thru February 21, 2021	631,661.30
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll February 8, 2021 thru February 21, 2021	47,496.69
				<u>679,157.99</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Julia Schwarze - Village Clerk