

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 5, 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 March 15, 2021 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the March 15, 2021 Village Board Meeting.
3. Approval of Minutes of the March 15, 2021 Special Workshop Meeting.

C. LISTENING POST:

1. Proclamation – Safe Digging Month
2. Addresses from Audience (3 Minutes)

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. 20-0018 – 520 E. North Avenue LLC/Carol Stream Marketplace – 520 E. North Avenue
Final Plat of Resubdivision
RECOMMENDED APPROVAL 5-0 WITH TWO MEMBERS ABSENT

G. OLD BUSINESS:

Village of Carol Stream

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. Agreements for Professional Services – B&F Construction Code Services, Inc. *Staff recommends approval of the proposals for Professional Services and Independent Contractor’s Agreement with B&F Construction Code Services for consultant services not to exceed \$65,000 in aggregate during FY21/22.*
2. Approval of Amendment No. 5 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC) in the amount of \$2,066,049 for the period May 1, 2021 through April 30, 2022.
3. Recommendation to enter into a contract with Polco/National Research Center to conduct a community-wide survey in the amount of \$15,045.
4. Cartegraph OMS Renewal. *Staff recommends awarding a contract to renew the Cartegraph Operations Management Software application in the amount of \$177,404.91.*

I. ORDINANCES:

1. Ordinance No. 2021-04-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 19 to 18 (Matruchhaya Inc. d/b/a Paul’s Pantry and Liquors) and increasing the Number of Class C Liquor Licenses from 18 to 19 (Palash 26 Corp d/b/a Paul’s Pantry and Liquors), 1390 Army Trail Road.

J. RESOLUTIONS:

1. Resolution No. ____ Approving an Intergovernmental Agreement by and between the Village of Carol Stream and the West Chicago/Winfield Wastewater Authority regarding Spoils Deposits.
2. Resolution No. ____ Accepting a Grant of Stormwater Management and Conveyance Easement for 1271 County Farm Road – Primrose School, Heritage Plaza.

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3. Resolution No. ____ Accepting Public Improvements and Release of Security for Public Improvements in the amount of \$98,807.03 – Logistics Property Company, 550 Center Avenue.
4. Resolution No. ____ Authorizing a Plat of Subdivision (Carol Stream Marketplace Subdivision, 520 E. North Avenue). *See F.1.a*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: March 16, 2021 through April 5, 2021.
2. Addendum Warrants: March 16, 2021 through April 5, 2021.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2021-03-09	LAST RESOLUTION	3178
NEXT ORDINANCE	2021-04-10	NEXT RESOLUTION	3179

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

March 15, 2021

Mayor Pro Tem Matt McCarthy called the Regular Meeting of the Board of Trustees to order at 6:00 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, Finance Director Jon Batek, Public Works Director Phil Modaff, Community Development Director Don Bastian, Engineering Services Director Bill Cleveland, Chief of Police Bill Holmer, Deputy Police Chief John Jungers, Deputy Police Chief Don Cummings, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village Attorney Jim Rhodes

MINUTES:

Trustee Garvey moved and Trustee Gieser made the second to approve the Minutes of the March 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 Zalak moved and Trustee Frusolone made the second to approve but not release the Executive Session Minutes of the March 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 Frusolone made the second to approve the Minutes of the March 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.

LISTENING POST:

1. Resolution No. 3176 Commending John A. LaRocca for Service as Village Trustee.

Trustee Frusolone moved and Trustee Gieser made the second to approve Resolution No. 3176 Commending John A. LaRocca for Service as Village Trustee. The results of the roll call vote were as follows:

Ayes: 5 Trustees Garvey, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 1 Trustee LaRocca

The motion passed.

2. Addresses from Audience (3 Minutes)
None

PUBLIC HEARINGS: *None*

CONSENT AGENDA:

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

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

Nays: 0

Abstain: 0

The motion passed.

Trustee Gieser moved and Trustee Garvey 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

Abstain: 0

The motion passed.

1. Award a Contract to Langton Group for installation of mulch on North Avenue
2. Award a Contract to Prime Landscaping for mowing of public rights-of-way
3. Waive Competitive Bidding and Award a Contract to St. Aubin Nursery & Landscaping for Tree Purchase and Planting Services
4. Award of Contract for Sanitary Sewer Extension – 250 N. Gary Avenue Project to Acqua Contractors Corp. of Elmhurst, IL as the Lowest Responsible Bidder at the total contract price of \$356,000
5. Ordinance No. 2021-03-08 Amending Chapter 10, Article 4, of the Carol Stream Municipal Code by Repealing Section 10-5-6 – Solicitation on Public Highways
6. Resolution No. 3177 Declaring Surplus Property Owned by the Village of Carol Stream
7. Resolution No. 3178 for Improvement under the Illinois Highway Code – Fair Oaks Guardrail/Retaining Wall/Culvert Replacement Project
8. Reappointment of James Brewer to the Police Pension Fund Board

9. Approval of a raffle license and waiver of the fee and manager's fidelity bond for the Carol Stream Rotary Club Chili Open being held on May 14, 2021
10. Payment of Regular Bills from March 2, 2021 through March 15, 2021
11. Payment of Addendum Warrant of Bills from March 2, 2021 through March 15, 2021
12. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month Ended February 28, 2021

Trustee Frusolone 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

Abstain: 0

The motion passed.

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

Recommendation to Award a Contract to Langton Group in the amount of \$14,907.90 for the installation of mulch on North Avenue:

The Village Board approved a Contract with Langton Group in the amount of \$14,907.90 for the installation of mulch on North Avenue.

Recommendation to Award a Contract to Prime Landscaping in the amount of \$51,356.00 for mowing of public rights-of-way and village properties for the period of May 1, 2021 through April 30, 2022:

The Village Board approved a Contract with Prime Landscaping in the amount of \$51,356.00 for mowing of public rights-of-way and village properties for the period of May 1, 2021 through April 30, 2022.

Recommendation to Waive Competitive Bidding and Award a Contract to St. Aubin Nursery & Landscaping for Tree Purchase and Planting Services in the amount of \$53,550.00:

The Village Board waived competitive bidding and approved a Contract with St. Aubin Nursery & Landscaping for Tree Purchase and Planting Services in the amount of \$53,550.00.

Award of Contract for a Sanitary Sewer Extension – 250 N. Gary Avenue

Project:

The Village Board approved a contract with Acqua Contractors Corp. of Elmhurst, IL in the amount of \$356,000 for the sanitary sewer extension-250 N. Gary Avenue Project.

Ordinance No. 2021-03-08 Amending Chapter 10, Article 4, of the Carol Stream Municipal Code by Repealing Section 10-4-16 - Solicitation on Public Highways:

The Village Board amended Chapter 10, Article 4 of the Carol Stream Municipal Code by repealing Section 10-4-16 with regard to solicitation on public highways.

Resolution No. 3177 Declaring Surplus Property Owned by the Village of Carol Stream:

The Village Board declared surplus and disposal of an organic tank used for snow operations.

Resolution No. 3178 for Improvement under the Illinois Highway Code – Fair Oaks Guardrail/Retaining Wall/Culvert Replacement Project:

The Village Board approved Resolution No. 3178 for Improvement under the Illinois Highway Code with regard to the Fair Oaks Guardrail/Retaining Wall/Culvert Replacement Project. This project is funded through the Rebuild Illinois Bond Fund and therefore needs to be approved by the Illinois Department of Transportation prior to bidding and award of contract in the amount of \$136,222.00.

Appointment to the Police Pension Fund Board:

The Village Board reappointed James Brewer to the Police Pension Fund Board for a two year term expiring April 30, 2023.

Raffle License Application – Carol Stream Rotary Club:

The Village Board approved a raffle license and waived the fee and manager's fidelity bond for Carol Stream Rotary Club's Chili Open to be held on May 14, 2021.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated March 15, 2021 in the amount of \$1,298,519.80. The Village Board approved the payment of Addendum Warrant of Bills from March 2, 2021 thru March 15, 2021 in the amount of \$619,352.64.

Treasurer's Report:

The Village Board received Revenue/Expenditure Statements and Balance Sheet for the Month Ended February 28, 2021.

Non-Consent Agenda:

Ordinance Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances was pulled off the Consent Agenda for special consideration. Trustee Frusolone moved and Trustee LaRocca made the second to Amend Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 13 to 14 for Charhouse, LLC d/b/a John and Tony's located at 27W371 North Avenue. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 1 Trustee Garvey

The motion passed.

New Business item K.3. concerning the Proposed 2021 Summer Concert Series Line Up was pulled off the Consent Agenda for further discussion. Board Members agreed it is in the best interest of the community to move forward with the proposed shortened Concert Series with the modifications necessary to comply with Covid mitigation guidelines. Trustee Gieser moved and Trustee Frusolone made the second to approve the Proposed 2021 Summer Concert Series Line Up and move forward with band contracts that include no penalty for possibility of cancellation. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

The motion passed.

New Business item K.4. was also pulled off the Consent Agenda, as it was tied directly to item K.3. Trustee Frusolone moved and Trustee LaRocca made the second to waive the fees and approve an amplification permit for the 2021 Summer Concert Series. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

The motion passed.

Report of Officers:

Trustee LaRocca expressed his gratitude for the touching Resolution, and commended Carol Stream staff on always making the Board's job easy by doing such a fantastic job. He stated that he will miss Carol Stream staff, fellow Board members and friends who have been like family all these years.

Trustee Zalak commended and thanked Trustee LaRocca for his long-time public service to the residents of Roselle and Carol Stream. He reminded everyone to celebrate St. Patrick's Day responsibly and thanked all the First Responders keeping us safe.

Trustee Garvey stated that he admires and thanks Trustee LaRocca for his service to the Carol Stream community.

Trustee Gieser congratulated Trustee LaRocca on his retirement, thanked him for his service and commended him on tirelessly working on the Veteran's Memorial. He also congratulated all the March Madness teams and reminded people to vote on or before the April 6th election.

Trustee Frusolone thanked Trustee LaRocca for making Carol Stream a better place for all, being a wonderful volunteer and generous donor, and wished him the best in retirement. She reminded residents of the importance of voting, thanked Public Works for their great job with the sudden snowstorm and wished everyone a happy St. Patrick's Day.

Clerk Schwarze congratulated Trustee LaRocca on his retirement, thanked him for being a good citizen and a great friend, and reminded residents to Shop Carol Stream.

Attorney Rhodes congratulated Trustee LaRocca and thanked him for his support.

Village Manager Mellor thanked Trustee LaRocca for his service and congratulated him on a well-deserved retirement. He reported that construction season has begun, Jet Foods has opened, and contracts with the Summer Concert Series bands will soon be finalized.

Mayor Pro Tem McCarthy commended Trustee LaRocca on his integrity and honesty and never having an agenda other than to serve the people of Carol Stream who elected him. He wished Trustee LaRocca a happy retirement and stated that he will be missed. He also reported that both Jet Foods and Grunt Style had recently opened in Carol Stream and encouraged residents to shop local at these wonderful establishments.

At 6:33 p.m., Trustee Frusolone moved and Trustee Zalak made the second to adjourn the meeting to Executive Session for the purpose of discussing salary schedules for one or more classes of employees pursuant to Section 5/ILCS 120/2(c)(2). There will be no Village Board Action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

SPECIAL WORKSHOP 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

March 15, 2021

Mayor Pro Tem Matt McCarthy called the Special Workshop Meeting of the Board of Trustees to order at 7:16pm 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, Finance Director Jon Batek, Public Works Director Phil Modaff, Community Development Director Don Bastian, Engineering Services Director Bill Cleveland, Chief of Police Bill Holmer, Deputy Police Chief John Jungers, Deputy Police Chief Don Cummings, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera, and Village Attorney Jim Rhodes

Budget Workshop #3 FY22-26 – Capital Improvement Program

Finance Director Batek and Engineering Services Director Cleveland led the Village Board and Staff in a discussion of the Capital Improvement Program for FY22-26. Attached is the PowerPoint presentation with corresponding details used to guide the meeting.

Both during and after the presentation, there was discussion and Q & A on various program topics, including specifics of the proposed police parking lot security gates, special lighting needs at the Town Center, streambank stabilization issues with homeowners and winter maintenance for Carol Stream bike trails. The Board consensus was that winter maintenance on bike trails is a highly complex issue due to the need to balance liability issues with public safety. Village Manager Mellor agreed to look into this subject further by gathering cost estimates, researching what other towns are doing and looking at possible cost sharing intergovernmental agreements with DuPage County.

Mayor Pro Tem McCarthy thanked Engineering Services Director Cleveland, Finance Director Batek and Village staff for their efforts and excellent presentations to the Village Board.

At 8:33 p.m., Trustee LaRocca moved and Trustee Frusolone 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

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream

BUDGET WORKSHOP #3 FY22-26 CAPITAL IMPROVEMENT PROGRAM

March 15, 2021

1

AGENDA

- FY22-26 CIP and Financial Overview
- Existing Infrastructure Inventory
- Grant History and New Applications
- Five Year Plan for Construction Projects
 - Completed FY21 Projects
 - Proposed FY22 Project
 - Future FY23-26 Projects

2

FY22-26 Capital Improvement Program

The Capital Improvement Program (CIP) encompasses the combined activities of two distinct Village Funds:

1. Capital Projects Fund (CPF)
2. Motor Fuel Tax Fund (MFT)

Capital improvement activities associated with the Water and Sewer Fund are contained within that fund since those projects are directly funded by water and sewer rates and users of the system.

$$\text{CIP} = \text{CPF} + \text{MFT}$$

3

FY22-26 Financial Overview

The addition of a General Fund Village property tax in 2019 (beginning in FY21) has secured the long-term viability of the Village's Capital Improvement Program

Revenues reassigned from the General Fund to the Capital Projects Fund beginning in FY21:

1. Electricity Use Tax
2. Real Estate Transfer Tax
3. Telecommunications Tax

These revenues, combined with the 4 cent Municipal Motor Fuel (MMF) tax which began in 2018, now provide the Capital Projects Fund dedicated funding of approximately \$3.9 million per year before grants and other financial assistance.

4

FY22-26 Financial Overview

Additional New Funding

The Village will also benefit from additional grant funding provided by the State of Illinois via its Rebuild Illinois Bond (RIB) capital program.

- The Village will receive a total of \$2.6 million in equal installments during FY21, FY22 and FY23.
- These funds are deposited into the Village's Motor Fuel Tax (MFT) Fund and are subject to specific uses as required by the State.
- Subject to audit and review by the Illinois Department of Transportation (IDOT).

FY22-26 Financial Overview

Total Projected Revenues, Expenditures and Reserves – 5 Year CIP

	Revenues	Expenditures	Difference	Reserve Balance
FY22	\$ 6,749,970	\$ 5,474,000	\$ 1,275,970	\$ 14,152,135
FY23	8,572,650	10,334,000	(1,761,350)	12,390,785
FY24	7,924,137	11,050,000	(3,125,863)	9,264,922
FY25	5,584,000	7,286,000	(1,702,000)	7,562,922
FY26	5,538,000	6,401,000	(863,000)	6,699,922
	<u>\$ 34,368,757</u>	<u>\$ 40,545,000</u>	<u>\$ (6,176,243)</u>	

INFRASTRUCTURE INVENTORY

Current infrastructure constructed over the past 60+ years since the late 1950's has a total worth of about \$407 M.

- \$271 M in Facilities, Transportation, and Stormwater (2/3 of total)
 - \$179 M in Transportation (2/3 of the CIP).
 - \$92 M in Facilities and Stormwater (1/3 CIP).
- \$136 M in Water and Sanitary (1/3 of total) to be discussed at next workshop
 - \$91 M in Watermain (2/3 of W&S)
 - \$45 M in Sanitary Sewer (1/3 W&S)

GRANT HISTORY AND NEW APPLICATIONS

- Since 1999, the Village has obtained over \$15 million for infrastructure grants including bridges, traffic signals, roads, bike trails, street lights...and now stormwater (streambank stabilization)
- In FY20, we applied for \$1.6 million in Surface Transportation Program grants for road paving and obtained \$689,000 to repave Fullerton Ave and extend sidewalk.
- Also in FY20, we applied for and obtained a \$1,000,000 Illinois Environmental Protection Agency Section 319 grant to repair Klein Creek erosion.
- In FY21, applied for \$1,321,440 in ITEP funds for trails and sidewalks, and \$541,360 in CMAP funding for trails.

FY21 COMPLETED TRANSPORTATION PROJECTS

Roadway System

Cost

Pavement Preventative Maintenance Program	\$349 K
Pavement Sealers	\$37 K
Pavement Patching	\$53 K
Fiberized Crackfill (MFT)	\$10 K
Pavement Marking (New)	\$2.6 M
Flexible Pavement Program (MFT)	\$73 K
Lies and Kuhn Bike Trail Design *	\$122 K
Town Center and President Street Parking Lots*	\$46 K
LED Streetlight Replacement*	

* Portion funded by ITEP, CS Park District or ComEd

9

Preventative Pavement Maintenance



10

Motor Fuel Tax Funded Crackfill and Flexible Pavement



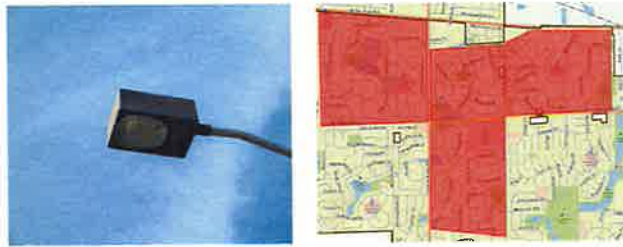
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Town Center and President Street Parking Lots



12

LED Street Light Replacement Program



Replaced 356 HPS lights with LED with a \$31,625 grant from ComEd

13

FY 21 COMPLETED STORMWATER & FACILITY PROJECTS

Stormwater Improvements

Cost

Roadway Drainage Repairs and Underdrains	\$93 K
Clearwater Ct. Storm Sewer Construction	\$131 K
Detention Basin Repair Study	\$22 K
Fullerton/Kimberly North Drainage Study	\$70 K
Kehoe Blvd. Streambank Stabilization (25%)*	\$266 K
Klein Creek Grant Assistance and Design (50%)*	\$40 K

Facilities

PWC Entry Improvements (design)	\$9 K
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*Partially grant funded by DuPage County or IEPA

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Roadway Drainage Repairs and Underdrain Construction



15

Clearwater Court Storm Sewer Construction



16

Kehoe Stream Stabilization with Grant Funding



\$85K Water Quality Improvement Program from DuPage County

Klein Creek Grant Approval and Phase II



\$1,000,000 Section 319 Grant Funding from the IEPA
(Additional applications for future funding pending)

CAPITAL IMPROVEMENT PROGRAM

PROPOSED FY22 TRANSPORTATION PROJECTS

Transportation Projects

	<u>Cost</u>	<u>Fund</u>
• Flexible Pavement and Crackfilling	\$2.5 M	MFT
• Pavement Maintenance (Sealers, Striping and Patching)	\$500 K	CPF
• Grant Funded Bike Trail Projects*		
• Lies Road from Gary Avenue to Schmale Road	\$56 K	CPF
• Kuhn Road from Army Trail Road to Lies Road	\$50 K	CPF
• Southeast Trail (Schmale/Gunderson/President)	\$317 K	CPF
• Fair Oaks Road Culvert/Guardrail/Slope Stabilization	\$115 K	RIB
• LED Streetlight Replacement Program*	\$70 K	CPF
• Lies Road LAFO final payment to IDOT	\$46 K	CPF
• West Branch/Fair Oaks Trail final payment to IDOT*	\$65 K	CPF

* Includes revenue/grants from other sources

FY22 Flexible Pavement Project



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Federally Funded Bike Trail Projects



ITEP & CMAQ Design Funding:

Lies Road Trail - \$152,000
Kuhn Road Trail - \$133,130
Southeast Trail - \$380,000

STP Construction Funding:

Lies Road Trail - \$385,000
Kuhn Road Trail - \$275,000
Southeast Trail - \$1,021,000

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Fair Oaks Road Culvert/Guardrail/Slope Stabilization



Rebuild Illinois Bond Funded Design \$115,000

23

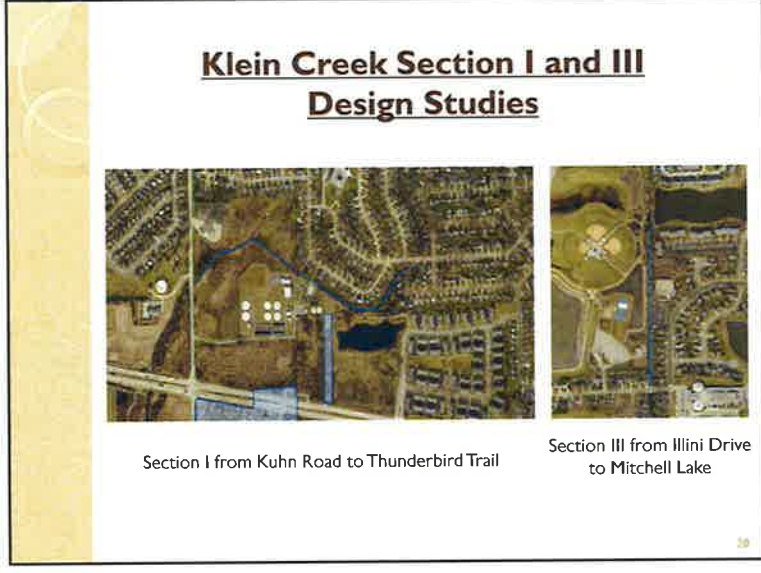
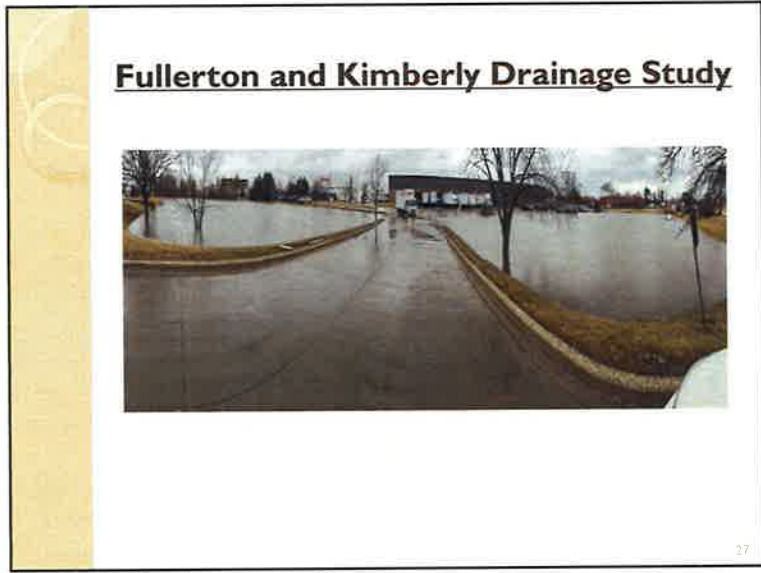
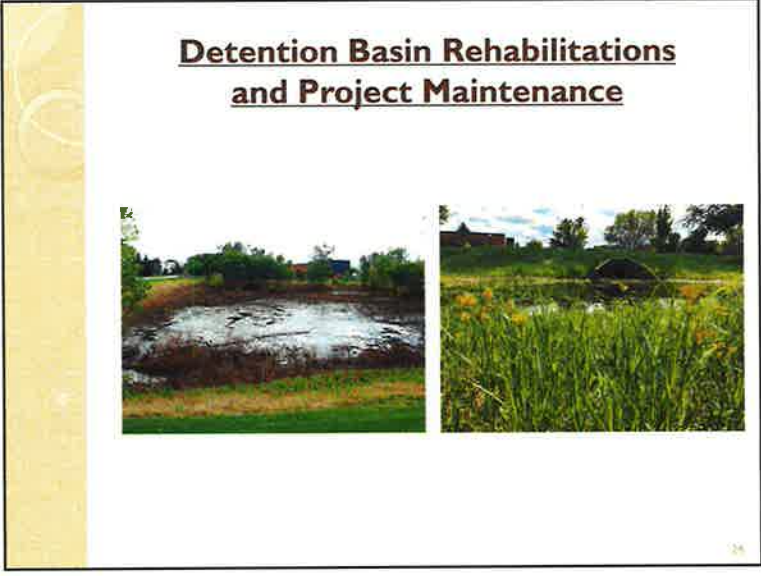
CAPITAL IMPROVEMENT PROGRAM

PROPOSED FY22 STORM WATER AND FACILITIES PROJECTS

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<u>Stormwater Projects</u>	<u>Cost</u>	<u>Fund</u>
• Roadway Drainage Repairs	\$225 K	CPF
• Detention Basin Repairs and Project Maintenance	\$52 K	CPF
• Fullerton and Kimberly Drainage Study	\$120 K	CPF
• Kehoe Blvd. Streambank Stabilization*	\$35 K	CPF
• Klein Creek I & III Streambank Stabilization Studies*	\$150 K	CPF
<u>Facility Projects</u>		
• Police Parking Lot Security Improvements	\$75 K	CPF
• Municipal Building Multi-Purpose Room	\$285 K	CPF
• Public Works Entry Security Improvements	\$170 K	CPF
• Public Works Facility Improvements	\$317 K	CPF
• Town Center Lighting Repairs and Replacements	\$310 K	CPF

* Includes funding from DuPage County or IEPA



Police Parking Lot Security Gates



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Municipal Building Multi-Purpose Room



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Public Works Security, Gate and Yard Improvements



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Town Center Lighting Repairs and Replacements



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CAPITAL IMPROVEMENT PROGRAM

FUTURE FY23-26 TRANSPORTATION PROJECTS

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Transportation Projects

	Fund	FY23	FY24	FY25	FY26
• Flexible Pavement and Crackfilling Projects	MFT	\$75K	\$2.6M	\$75K	\$2.6M
• Flexible Pavement Project (non-MFT)	CPF	\$2.6M		\$2.0M	
• Pavement Maint. (Sealers, Patching, Striping)	CPF	\$500K	\$500K	\$500K	\$500K
• Proposed Trails with Grant Funding					
• Lies Road Trail (Gary Ave to Schmale Rd)	CPF	\$513K			
• Kuhn Road Trail (Lies Rd to Army Trail Rd)	CPF	\$267K			
• Southeast Trail (Schmale/Gunderson/President)	CPF	\$433K	\$1.8M		
• Industrial Sidewalk (Kehoe & Kimberly)*	CPF	\$204K	\$800K		

* ITEP Grant Funding requested for \$793K

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Transportation Projects

	Fund	FY23	FY24	FY25	FY26
• Fair Oaks Road Culvert & Guardrail	RIB	\$730K			
• Fair Oaks Rd (Army Trail to Jason Ct)	RIB		\$520K		
• Morton Road (St. Charles to North Ave)	RIB	\$34K	\$380K		
• Old Gary Avenue Reconstruction	RIB		\$77K	\$864K	
• Fullerton Ave (Gary Ave to Schmale Rd)*	CPF		\$150K	\$1.4M	
• Kuhn Rd (Lies Rd to Army Trail Rd)	CPF			\$800K	
• LED Streetlight Replacement Program	CPF	\$425K			

* Surface Transportation Program 50% Funded

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CAPITAL IMPROVEMENT PROGRAM

FUTURE FY23-26 STORM WATER AND FACILITIES PROJECTS

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<u>Stormwater Projects</u>	Fund	FY23	FY24	FY25	FY26
• Roadway Drainage Improvements	CPF	\$225K	\$225K	\$225K	\$255K
• Public Detention Basin Rehabilitations	CPF	\$50K	\$150K	\$50K	\$150K
• Naturalization Projects Planned Maintenance	CPF	\$7K	\$5K		
• Kehoe Blvd II Streambank Stabilization	CPF			\$112K	
• Klein Creek I - IV Streambank Stabilization*	CPF	\$2.6M	\$3.5M	\$1.2M	\$3.0M
<u>Facilities Projects</u>					
• Public Works Facility and Yard Improvements	CPF	\$1.0M			
• Public Works W&S and Mechanics Roof Replacement	CPF	\$400K			
• Parking Lot and Vehicle Storage Improvements	CPF		\$400K		
* \$1.0M IEPA 319 Grant Funding included, 5% Homeowner contribution to be reevaluated					

PROCLAMATION

Safe Digging Month

WHEREAS, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 8-1-1 to have underground lines located prior to digging. Undesired consequences, such as service interruption, damage to the environment, personal injury, and even death, are the potential results; and

WHEREAS, the Common Ground Alliance and its 1,700 members, including JULIE Inc., promote the national Call-Before-You-Dig number, 8-1-1, in an effort to reduce these damages. Designated by the FCC in 2005, 8-1-1 provides potential excavators and homeowners a simple number to reach our local JULIE One Call Center to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our Village safe and connected by: Making a simple call to 8-1-1 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared community responsibility. To know what is below, call 8-1-1 before you dig at least two (2) days before the start of any excavation project.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, that April 2021, be known as SAFE DIGGING MONTH in the Village of Carol Stream, and encourage excavators and homeowners throughout the community to always call 8-1-1 before digging.

Dated this 5th Day of April, 2021

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: March 29, 2021

RE: **Agenda Item for the Village Board Meeting of April 5, 2021**
PC/ZBA Case 20-0018, 520 E. North Avenue LLC/Carol Stream Marketplace – 520 E. North Avenue, Final Plat of Resubdivision

At the Village Board meeting on August 17, 2020, the Board concurred with the recommendations made by the Plan Commission/Zoning Board of Appeals (PC/ZBA) at its meeting on August 10, 2020, regarding the Amendment to a Special Use Permit for a Planned Unit Development, Special Use Permit for a Drive-Up Service Window, and Final PUD Plan for the proposed two building commercial development at the Carol Stream Marketplace (Caputo's Shopping Center) at 520 E. North Avenue.

At the August 10, 2020 meeting, the PC/ZBA also recommended approval of a Plat of Resubdivision. Currently, the Carol Stream Marketplace property is subdivided into two parcels; one parcel contains the Caputo's building and surrounding parking area, and a second parcel contains the outlot building areas and remainder of the parking for the center. There is also a Declaration of Easements, Restrictions and Covenants which identifies maintenance of common drive areas and stormwater facilities, along with cross access and shared parking throughout the development. With the Final Plat of Resubdivision, Carol Stream Marketplace is proposed to be subdivided into six lots, with each building and adjacent parking proposed to be located on separate lots within the development. Village Board action regarding the Plat of Consolidation was deferred while the applicant made minor revisions and completed an amendment to the Declarations assigning responsibilities for maintenance, cross access, and shared parking for all six lots. Staff from Community Development, Engineering Services and the Village Clerk's office have reviewed the plat and recommend approval of the document.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 7, 2010. As indicated, at its meeting on August 10, 2020, the PC/ZBA recommended approval of the Final Plat of Resubdivision by a vote of 5-0.

The Subdivision Code requires the Village Board to act on a Final Plat within two months after action by the Plan Commission; however, the code states that the applicant and Village Board may mutually agree to extend this period. Should the Board wish to extend this period, and should the Board concur with the Plan Commission's recommendation regarding the Final Plat of Resubdivision, they should approve the plat and adopt the necessary resolution.

ec: Robertino Presta (via e-mail)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: April 1, 2021

RE: **Agenda Item for the Village Board Meeting of April 5, 2021**
Agreements for Professional Services – B&F Construction Code Services, Inc.

PURPOSE

This memorandum presents the Independent Contractor's Agreement and Professional Services Agreements with B&F Construction Code Services for FY21/22 and seeks Village Board approval of the same.

BACKGROUND

The Village has utilized B&F Construction Code Services, Inc. (B&F) for building permit plan review, plumbing inspections, as-needed supplemental inspections and general code consulting since 2008. In 2017, following a request for proposals process to evaluate the building code consultant services marketplace, staff recommended and the Village Board approved the continued use of B&F for the referenced services.

The Community Development Department relies on consultant services to augment in-house staff on an as-needed basis, and with respect to plumbing inspections, as required under Illinois law. Below is a summary of the services B&F provides to the Village.

1. Building Permit Plan Reviews – B&F performs plan reviews for complex commercial and industrial permit applications. Staff determines whether an application is reviewed in-house or by B&F based on project complexity, the number of applications under review by staff, and other workload factors.
2. Plumbing Inspections – Under Illinois law, only licensed plumbers may inspect plumbing work. As the Village does not employ a licensed plumber, B&F performs all plumbing inspections for the Village.
3. Commercial/Industrial Inspections – The Village has used B&F for commercial and industrial inspections on an as-needed basis during temporary staffing shortages. We have not used this service for several years.
4. General Code Consulting Services – This contract enables the Village to use B&F to provide general code consulting services not directly related to a building permit application. This service could be used if we needed assistance evaluating a proposed or requested local amendment to the Building Codes, for technical analysis or research, or to obtain a professional evaluation if we received an appeal to a decision of the Building Official.

The table below provides historic information detailing recent fiscal year expenditures and activity levels for B&F.

Fiscal Year	Total B&F Expenditure	# of Permits Reviewed	# of Plumbing Inspections
2012/2013	\$100,235	81	469
2013/2014	\$88,149	58	472
2014/2015	\$65,877	58	373
2015/2016	\$102,162	34	332
2016/2017	\$86,617	21	281
2017/2018	\$44,953	31	308
2018/2019	\$85,077	49	248
2019/2020	\$62,622	43	339
2020/2021	\$60,000 (est.)	44	213

DISCUSSION

B&F again provided high quality services in FY20/21. Plan reviews were completed within established timeframes, and there were no customer complaints regarding B&F's plan review commentaries. As the Village places an emphasis on efficient and predictable processing of building permits, B&F's strong performance is essential.

As we approach the new fiscal year, the Village needs to enter into new agreements for building code consultant services. The FY20/21 budget for this account is \$80,000, and we estimate actual expenses will come in at approximately 75% of the budgeted amount, or \$60,000. The proposed FY21/22 budget seeks \$65,000 for building code consultant services, as we anticipate a similar level of building permit review activity in FY21/22 as witnessed in FY20/21. As a reminder, B&F's plan review and plumbing inspection charges are passed through to the permit applicant.

RECOMMENDATION

Attached are an Independent Contractor's Agreement and proposals for consultant services from B&F Construction Code Services. Staff recommends that the Village Board authorize the Village Manager by motion to execute the attached Proposals for Professional Services and the Independent Contractor's Agreement with B&F Construction Code Services, for consultant services not to exceed \$65,000 in aggregate during FY21/22.

C: Steven Martin, Development Services Manager

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between B&F Construction Code Services, Inc., herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. 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, SILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act 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 Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to

have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor 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. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/its employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed that in respect to the "Second Party", the "First Party" bears the relationship of an independent contractor.

This agreement shall be in effect from the 1st day of May, 2021 until the 30th day of April, 2022 inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this 25th day of March, 2021.



Michelle Bailye

FIRST PARTY:

CONTRACTOR B&F Construction Code Services, Inc.

SIGNED

Kenneth Garrett

BY: Kenneth Garrett

TITLE: Vice President

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED

Robert Mellor

BY: Robert Mellor

TITLE: Village Manager

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

I, Kenneth Garrett (name), certify that I am employed as the Vice President (title) of B&F Construction Code Services, Inc. (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. 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

2. 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.

3. Human Rights Act

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

4. 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:

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the Village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

The Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

The Contractor agrees that in all insurance coverages obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain no provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

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

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

5. Compliance with Freedom of Information Act (FOIA)

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

B&F Construction Code Services, Inc.

Firm Name

By: Kenneth Garrett, Vice President

Name / Title

Kenneth Garrett
Signature



SUBSCRIBED AND SWORN to before
me this 25th day March, 2021

Michelle Bailye
Notary Public



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

PROFESSIONAL SERVICES

BUILDING PLAN REVIEW

March 25, 2021

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188-1899

PROFESSIONAL SERVICES AGREEMENT

BUILDING PLAN REVIEW

Services Provided

B & F Construction Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Construction Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews, which are requested. A copy of the form is provided.

All reviews include:

1. Unlimited reviews with no additional fee
2. Free shipping of plans to our office
3. First review in 9 business days
4. Second and additional reviews in 5 business days
5. Reports can be faxed or e-mailed
6. One meeting on the project with no fee
7. Unlimited telephone calls at no fee
8. All reviews are performed by employees of B & F Construction Code Services, Inc.

Fees

The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.

The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Continental Casualty.; and
- C. Professional Liability Insurance underwritten by Hiscox

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.



VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

PLUMBING INSPECTION SERVICES

March 25, 2021

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

PROFESSIONAL SERVICES AGREEMENT

PLUMBING INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.

Each inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure and other equipment as determined to provide a quality inspection.

Each inspector shall utilize B & F Construction Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspections shall be scheduled via fax to our office no later than 4:00 P.M. the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

The inspector will be available during the hours designated above to perform inspections as assigned. The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Construction Code Services, Inc.

Plumbing Inspections, meetings and/or small plan reviews are invoiced on an hourly rate at eighty-three dollars (\$83.00) per hour plus one-way travel time.

The following covers all B & F Construction Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Continental Casualty; and
- C. Professional Liability Insurance underwritten by Hiscox.

Accepted By Kenneth Garbett
Please Print KENNETH GARRETT
Title VICE PRESIDENT
Date 3-25-2021

Accepted By Robert Mellor
Please Print Robert Mellor
Title Village Manager
Date 3/31/2021

PROFESSIONAL SERVICES AGREEMENT

CODE CONSULTING SERVICES

Services Provided

B & F Construction Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of code books and local amendments.

Code Consulting shall consist of the following:

1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.
2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.
3. Respond to code questions and interpretations from design professionals, contractors, owners and the Village of Carol Stream.
4. Provide written interpretations of code requirements as directed by the Director of Community Development.
5. Attend meetings as requested by the Village.
6. If requested by the Village provide, office time to assist in administration of the department and/or coordinate building code meetings and render interpretations.
7. Provide other responsibilities as directed by the Village of Carol Stream.

Fees

Option A

The Village of Carol Stream shall reimburse B & F Construction Code Services, Inc. in the minimum monthly amount of \$1,000.00. Monthly hours exceeding ten hours shall be invoiced at the rate of eighty-three (\$83.00) dollars per hour.

Option B

The Village of Carol Stream shall reimburse B & F Construction Code Services, Inc. in the amount of one-hundred and three (\$103.00) dollars per hour. Invoicing shall be calculated in increments of quarter hours. There is no minimum amount we will invoice for actual time based on fifteen-minute increments.

When signing below indicate the option chosen for this proposal.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Continental Casualty; and
- C. Professional Liability Insurance underwritten by Hiscox

Accepted By Kenneth Garrett
Please Print KENNETH GARRETT
Title Vice President
Date 3-25-2021

Accepted By Robert Mellor
Please Print Robert Mellor
Title Village Manager
Date 3/31/2021



VILLAGE OF CAROL STREAM
PROPOSAL
FOR
CODE CONSULTING SERVICES

March 25, 2021

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 North Gary Avenue
Carol Stream Illinois, Illinois 60188-1899

The following covers all B & F Construction Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance underwritten by Continental Casualty; and
- C. Professional Liability Insurance underwritten by Hiscox.

Accepted By Kenneth Garrett
Please Print KENNETH GARRETT
Title VICIE PRESIDENT
Date 3-25-2021

Accepted By Robert Mellor
Please Print Robert Mellor
Title Village Manager
Date 3/31/2021

PROFESSIONAL SERVICES AGREEMENT
BUILDING, MECHANICAL, AND ELECTRICAL INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one ICC Certified Inspector to perform commercial/industrial building, mechanical and electrical inspections within the limits of the Village of Carol Stream in the afternoons on Monday, Wednesday and Friday.

The inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, electrical tester, tape measure and other equipment as determined to provide a quality inspection.

The inspector shall utilize forms acceptable to the Village of Carol Stream. These forms are three-part carbonless forms. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

Inspections shall be billed at an hourly rate of eighty-three (\$83.00) dollars per hour per inspector plus one-way travel time. The minimum number of hours billed per day shall be 2- hours regardless of the number of inspections and including travel time. Travel time will only be charged if the inspector works less than an 8-hour day.

The inspector will be available during the hours designated above to perform inspections as assigned. The Inspector will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.



VILLAGE OF CAROL STREAM, IL

PROPOSAL

FOR

INSPECTION SERVICES

March 25, 2021

SUBMITTED TO:

Don Bastian
Community Development Director
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899

B&F CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review
Training · Inspections · Code Consulting

Plan Review

Inspections

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility



B & F Construction Code Services, Inc.

B & F Construction Code Services, Inc. provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the International Code Series, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, energy, and accessibility requirements.

For Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and inform your office of compliance or noncompliance with applicable codes and standards.

Initial plan reviews are completed within 9 business days of receipt; additional reviews completed within 5 business days of receipt. Free telephone consultation for all projects, all disciplines, and all parties involved is included. Priority Express plan review service is available for time-sensitive projects.

Additional Benefits

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent reviews for the same project discipline are performed at no additional charge. This means from beginning to end, you know what the total cost will be. No surprises. No "extras."

We now offer fully Digital Plan Review. Allowing for faster and more efficient plan review and communication. If plans are paper, free FedEx Shipping of your plans and specifications to our office is provided for all municipal building departments. Nationwide, your documents reach us next day – at no cost to you.

Fast Turnaround Service of your plan review. First reviews are completed and in your office within 9 business days of receipt. Additional reviews are completed within 5 business days.

Priority Express Review Service is available for projects requiring an expedited review and is completed within 3 business days (additional fee required).

Why More Municipalities Choose B & F Construction Code Services, Inc....

- ◇ Nationwide
- ◇ We know the codes
- ◇ We include your local ordinances
- ◇ We're here when you need us
- ◇ Fast, accurate, reliable service
- ◇ No hidden costs, No extras
- ◇ We answer your questions
- ◇ No project too big or complex
- ◇ We are fully insured
- ◇ Proven knowledge & experience
- ◇ We provide the services you want & need
- ◇ Our reputation
- ◇ We're Always Here to Help

Codes and Standards that are utilized

- | | | |
|-----------------------------------|----------------------------|--------------------------|
| ◇ International Code Series (ICC) | ◇ National Fire Code | ◇ State Codes/Amendments |
| ◇ Legacy Codes | ◇ NFPA Standards | ◇ Local Ordinances |
| • BOCA | ◇ National Electrical Code | |
| • Uniform | ◇ Reference Standards | |
| • CABO / etc. | ◇ Accessibility Codes | |

B & F Construction Code Services, Inc.
2420 Vantage Drive • Elgin, IL 60124
P.O. Box 5178 • Elgin, IL 60121

Phone: 847-428-7010 • Fax: 847-428-3151 • Toll Free 800-232-5523
www.constructioncodes.com • bfccs@bfccs.org

Plan Review Fee Schedule

COMMERCIAL

Building Size	Building Review	25% of Building Fee	50 % of Building Fee
Up to 60,000 Cubic Ft.	\$359.00	\$89.75	\$179.50
60,001 to 80,000 Cubic Ft.	\$441.00	\$110.25	\$220.50
80,000 to 100,000 Cubic Ft.	\$565.00	\$141.25	\$282.50
100,001 to 150,000 Cubic Ft.	\$645.00	\$161.25	\$322.50
150,001 to 200,000 Cubic Ft.	\$733.00	\$183.25	\$366.50
Over 200,000 Cubic Ft.	\$864.00 + \$8.24 (per 10,000 Cu. Ft.)	\$216.00 + \$2.06 (per 10,000 Cu. Ft.)	\$432.00 + \$4.12 (per 10,000 Cu. Ft.)

Footing and Foundation	25% of Building Review (Min. \$310.00)
NFPA 101 Plan Review	25% of Building Review (Min. \$310.00)
Mechanical Review	25% of Building Review
Plumbing Review	25% of Building Review
Electrical Review	50% of Building Review
Fire Code	50% of Building Review (Min. \$210.00)
Energy Code	50% of Building Review (Min. \$210.00)
Commercial/Industrial Zoning	\$130.00 per 20,000 square feet of site area
Elevator Plan Review	\$310.00 per Elevator Bank
Hood & Duct Plan Review (Type 1 w/o suppression)	\$250.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (15 flow points or less))	\$350.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (16-29 flow points))	\$375.00 per System
Hood & Duct Plan Review (Type 1 w/suppression (30 or more flow points))	\$400.00 per System
Hood & Duct Plan Review (Type 2)	\$200.00 per System
Spray Booth Plan Review	\$350.00 per Booth
Specialty Plan Review	\$155.00 per Hour
Technical Submittal	\$100
In-Ground Pool Plan Review	\$464.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
HPM, High Hazard, Processing Piping	x 1.5 of Base Plan Review
Medical Case Facilities (Institutional Use Groups)	x 1.5 of Base Plan Review

RESIDENTIAL

One and Two Single Family Dwellings	
Up to 3,200 square feet (including basement)	\$655.00 per Dwelling Unit
Up to 3,200 square feet (including basement and zoning)	\$732.00 per Dwelling Unit
Over 3,200 square feet (including basement)	\$0.21 per Square Foot
Over 3,200 square feet (including basement and zoning)	\$0.23 per Square Foot
Miscellaneous Plan Review	\$30.00 per Discipline
In-Ground Pool Plan Review	\$464.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
Photovoltaic Systems	\$225

Subdivisions call for pricing.

Plan Review Fee Schedule

FIRE PROTECTION

Fire Suppression Systems (Includes fire pump, hose stations and standpipes)	
1 to 100 sprinkler heads	\$425.00
101 to 200 sprinkler heads	\$550.00
201 to 300 sprinkler heads	\$650.00
301 to 500 sprinkler heads	\$750.00
Over 500 sprinkler heads	\$850.00 + \$1.00 each
Modifications (40 or fewer sprinkler heads without calculations)	\$175.00
Residential systems (NFPA 13D)	\$225.00
Fire Alarm Systems	\$0.015 per sq.ft. (\$200 min)
Fire Alarm system Modification (existing system alterations 5,000 sq.ft. or less)	\$175.00
Hood Suppression Only with 15 or less points	\$200 per System
Hood Suppression Only with 16-29 flow points	\$250.00 per System
Hood Suppression Only with 30 flow points or more	\$300.00 per System
Chemical Suppression systems (excluding hood suppression)	\$350 plus alarm fees
Carbon Dioxide / Clean Agents	\$150 for up to 105 pounds of agent, \$1 each pound over
Dedicated Fire Hydrant or Standpipe System	\$20 per valve (\$300 min)

CONSULTING

Code Consulting	
Senior Staff	\$195.00 per hour
Supervisor Staff	\$175.00 per hour
Staff	\$155.00 per hour
Village Management/Administration	
Senior Staff	\$135.00 per hour
Supervisor Staff	\$120.00 per hour
Staff	\$90.00 per hour

OTHER SERVICES

Code Writing and Adoption Assistance
Water Flow/Backflow/Hydrant Flushing Device Testing
Special Safety Training and Disaster Planning
Building Department Analysis
Fire Protection System Analysis
Existing Building Evaluation

Inspection Fee Schedule

COMMERCIAL

New and Existing, based on square footage

Building	\$0.15 per square foot
Mechanical	\$0.05 per square foot
Electrical	\$0.05 per square foot
Plumbing	\$0.05 per square foot
Energy	\$0.03 per square foot

Minimum fee applies

Special systems are an additional charge.

Hourly and per Inspection rates available.

RESIDENTIAL

One and Two Single Family Dwellings	
Up to 3,200 square feet (including basement)	\$655.00 per Dwelling Unit
Over 3,200 square feet	\$0.21

Hourly and per Inspection rates available.

FIRE PROTECTION

Sprinkler

Underground Rough (Piping)	\$250.00
Underground Hydrostatic	\$250.00
Underground Flush	\$250.00
Any two underground inspections at the same time	\$400.00
All three underground inspections at the same time	\$500.00
Sprinkler Modification Rough (20 or fewer heads)	\$200.00
Hydrostatic Test per riser per floor	\$300.00
Fire Pump Test	\$200.00
Final Sprinkler Inspection/Test	\$250.00
Single Family (Includes rough & final)	\$250.00
Single Family Re-Inspection	\$125.00

Unless otherwise noted, failed reinspections are at the same rates noted above.

Fire Alarm

Rough	\$200.00
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The following fees are based on the number of initiating devices. Initiating devices include smoke and heat detectors, pull stations, duct detectors, monitoring devices, flow switch, tamper switches and special detection devices.

Fire alarm Test (Final Inspection)	
1 - 20 devices	\$200.00
21 - 49	\$425.00
50 - 99	\$625.00
100 and over	\$625.00 + \$4 per device over 99

Re-Inspections/Tests are based on the number of devices to be tested.

Special Suppression (Dry Chemical, Clean Agent, etc.)

Rough*	\$200.00
Final*	\$250.00
Hood Suppression Systems	\$150.00

*Additional Fire Alarm fees maybe applicable



Building & Fire Code Academy

Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax, and our Web site. Registrations are completed directly with our office.

Providing comprehensive and practical education in the application, implementation, and enforcement of building and fire codes for construction industry professionals nationwide.

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy is approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In

obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally.

As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects/ Continuing Education System (AIA/CES) Registered Provider. Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours.



Building & Fire Code Academy

2420 Vantage Drive • Elgin, IL 60124

Phone: 847-428-2951 • Fax: 847-428-2911 • Toll Free: 800-488-7057

www.bfcacademy.com • bfcacademy.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

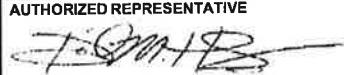
PRODUCER The Horton Group 10320 Orland Parkway Orland Park IL 60467	CONTACT NAME: Certificates Team PHONE (A/C, No, Ext): 708-845-3917 E-MAIL ADDRESS: certificates@thehortongroup.com	FAX (A/C, No): 708-845-3001	
	INSURER(S) AFFORDING COVERAGE		
INSURED B & F Construction Code Services Inc. 2420 Vantage Drive Elgin IL 60124	INSURER A: Argonaut Insurance Company		NAIC # 19801
	INSURER B: Liberty Mutual Insurance Co.		NAIC # 23043
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 1087601520 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS (19) 59 33 67 14	10/28/2020	10/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(19)59 33 67 14	10/28/2020	10/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO(19) 59 33 67 14	10/28/2020	10/28/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XWO(19) 59 33 67 14	10/28/2020	10/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			121AE015267601	8/6/2020	8/6/2021	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured on a primary and non-contributory basis with respect to the general liability coverage only when required by written contract: Village of Carol Stream

CERTIFICATE HOLDER Village of Carol Stream 500 N. Gary Avenue Carol Stream IL 60188	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 31, 2021

RE: Recommendation for Approval of Amendment No. 5 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC)

BACKGROUND

In December 2015, the Village Board approved a ten-year agreement with OMI (now Jacobs Engineering) for operation, maintenance and management of the Water Reclamation Center (WRC). The initial agreement year covered the period from May 1, 2016 through April 30, 2017. The agreement included a provision for annual review of costs by the Village and OMI, including a formula for a default increase should the Village and OMI fail to reach agreement.¹ Each year the Village Board approves an Amendment for the coming year, including the agreed upon contract costs.

I have worked with OMI staff to review the various cost centers included in the base fee and to develop a Capital Expenditure (“CapEx”) program for the coming fiscal year. The attached proposal requests an increase to the base fee (which reflects operating expenses only) of \$39,290 (2.95%) for the period May 1, 2021 through April 30, 2022, which is in accordance with the default contractual formula.

An additional amount has been included in the base fixed fee in this proposed amendment for Jacobs to provide temporary de-watering services during a portion of the period when the anticipated De-watering Replacement Project is underway. This project is expected to start in June or July 2021 and will require approximately three months of temporary de-watering. The temporary de-watering work was broken out of the larger replacement project to save costs. Based upon the prior project bid (when all bids were rejected due to higher-than-expected costs) compared to what Jacobs has proposed in this amendment, the Village should save approximately \$90,000 on temporary de-watering. Jacobs will be responsible for hiring the contractor to bring in the necessary equipment and haul away the solids. The additional costs for temporary de-watering (approximately \$101,000) are reflected in the Bio-solids, De-watering, Hauling and disposal section of the proposal.

¹ The agreement also provides \$50,000 of free engineering services from Jacobs in each of two five-year periods.

The CapEx cost center will remain at \$125,000 as established by the Agreement. Four years ago, an additional annual amount of \$11,185 was added to reflect the rental fees for the ComEd transfer switch that was replaced in Fall 2016². The CapEx amount and the ComEd charge are included in the Agreement each year, but neither is subject to an annual increase. As a result, the *combined* operating and capital budget increase year-over-year would total \$140,291 (from \$1,925,758 to \$2,066,049)³.

RECOMMENDATION

It is recommended that the Village Board approve Amendment No. 5 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center in the amount of \$2,066,049 for the period May 1, 2021 through April 30, 2022.

Attachment

² The transfer switch allows power to switch automatically between the two ComEd feeds which enter the plant in circumstances when one of the feeds fails.

³ The proposed budget projects a total expense of \$2,066,050 for FY2022.

AMENDMENT NO. 5
TO THE
AGREEMENT
FOR
OPERATIONS AND MAINTENANCE SERVICES

THIS AMENDMENT to the Agreement for Operations Management and Maintenance dated December 7, 2015 is made and entered into this ____ day of _____, 2021, by and between the Village of Carol Stream, Illinois, whose address for any formal notice is 124 Gerzevske Lane, Carol Stream, IL 60188 (hereinafter "OWNER") and Operations Management International, Inc., whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112 (hereinafter "OPERATOR"). OWNER and OPERATOR agree as follows:

1. Article 4.4 is hereby deleted in its entirety and replaced with the following:

4.4 At the end of each contract year, OPERATOR shall rebate one hundred percent (100%) of any budgeted funds for Repairs and Biosolids Dewatering Hauling and Disposal that are not spent, if any, for the operations, maintenance and management of the Project during the contract year. At the end of each contract year, OPERATOR shall invoice one hundred percent (100%) of any funds expended by OPERATOR in excess of the budgeted funds for Repairs and Biosolids Dewatering Hauling and Disposal, if any, for the operations, maintenance and management of the Project during the contract year.

2. Article 4.6 is hereby deleted in its entirety and replaced with the following:

4.6 At the end of each contract year, OPERATOR shall rebate fifty percent (50%) of any budgeted funds for Labor and Benefits, Utilities (Electrical Power and Natural Gas) that are not spent for the operations and maintenance of the Project during the contract year. For purposes of this Agreement, any rebate of these budgeted funds (Labor and Utilities) will be based upon a combined aggregate total of Labor and Utilities. Budgeted funds are listed in Section 4.8 of this Agreement.

3. Article 4.8 is hereby deleted in its entirety and replaced with the following:

4.8 OWNER shall pay to OPERATOR as compensation for services performed under this Agreement a base fee of One Million Nine Hundred Thirteen Thousand Forty-Four Dollars (\$1,913,044) for the period of May 1, 2021 to April 30, 2022 of this Agreement based on the following:

NO.	Budget Item	Contractual Amounts
1	<i>Total Fixed Operating Costs</i>	
	<i>1. Subtotal Labor and Benefits Costs:</i>	\$ 862,366
	<i>2. Subtotal Non-Labor Operating Costs:</i>	\$ 501,540
	<i>Total Labor and Operating Costs:</i>	\$ 1,363,906
2	<i>Budgeted Utility Costs</i>	
	<i>1. Electricity</i>	\$ 220,400
	<i>2. Natural Gas</i>	\$ 11,198
	<i>Budgeted Utility Costs</i>	\$ 231,598
3	<i>Biosolids Dewatering, Hauling and Disposal Cost:</i>	\$ 245,040
4	<i>IPP Costs</i>	\$ 7,500
5	<i>Repair Budget</i>	\$ 65,000
	Total Base Fixed Fee (Sum of Items 1-5)	\$ 1,913,044
	<i>Automatic Transfer Switch Replacement*</i>	\$ 11,185.00
	<i>Capital Expenditure Budget (Not included in based fixed fee. See Article 2.18)</i>	\$ 125,000

*The Transfer Switch Replacement is a fixed, direct cost and will stay the same at \$11,185.00 for the remainder of the contract. This cost is not subject to escalation and will be billed at 1/12 of the total fee each month.

This Amendment No. 5 together with the agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understanding with respect to the subject matter set forth herein. Unless specifically stated all other items and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor Agreement may be modified except in writing signed by an authorized representative of the Parties.

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

OPERATIONS MANAGEMENT INTERNATIONAL, INC.

By: Kevin Dahl
Manager of Projects

Date

THE VILLAGE OF CAROL STREAM, ILLINOIS

By: Mayor

Date

Attest:

Village Clerk

Date

Village of Carol Stream
Interdepartmental Memo

TO: Village Board
VIA: Bob Mellor, Village Manager
FROM: Joe Carey, Assistant Village Manager
DATE: April 1, 2021
RE: **Community Survey**

In March, the Village Board reviewed the proposed FY21/22 budget which included \$16,000 to conduct a community wide survey. This was previously included in the FY20/21 budget as a future expenditure. In light of the Village's implementation of a property tax and impact of COVID-19, staff believes the timing is right to survey the community on livability and resident perspectives about local government services, policies and management. To that end, Polco/National Research Center has provided a contract to conduct a survey of up to 1,500 addresses.

Polco/National Research Center has conducted over 24 benchmark surveys for Illinois communities including Batavia, St. Charles, Glen Ellyn, and Schaumburg. The survey also allows communities to compare themselves to other comparable communities across the country.

The individuals surveyed would be randomly selected and would receive postcard invitations (one initial and one reminder) to complete the survey. The Village will be able to share the link to gather additional resident feedback but those individuals would not be included in the random sampling. Polco would also send up to 1,200 paper surveys to ensure individuals without access to internet may participate. A Spanish translation would also be provided. The Village will also be provided the opportunity to generate unique survey questions to address specific areas of community concern.

Staff recommends authorization to award a contract with Polco/National Research Center to conduct a community-wide survey in the amount of \$15,045. Polco/National Research Center has indicated there is a 12 week process to start the survey and staff is seeking approval now in order to have this distributed during the summer months.



Policy Confluence, Inc.

(dba Polco & National Research Center, Inc.)

ENTERPRISE SERVICES AGREEMENT

THIS ENTERPRISE SERVICES AGREEMENT (this "**Agreement**") is effective as of _____, 20__ between Policy Confluence, Inc., a Delaware corporation ("**Polco**" or "**Company**"), and The Village of Carol Stream, a [legal entity/description of municipality] ("**Customer**"). This Agreement includes and incorporates the Company's Website Terms of Use (the "**Terms of Use**" found at <https://info.polco.us/eula>) and Survey Product Terms of Use (the "**Terms of Use**" found at <https://www.n-r-c.com/terms-of-use/>) and the Company's privacy policy (the "**Privacy Policy**" found at <https://info.polco.us/privacy> and), which contain, among other things, warranty disclaimers, liability limitations, and use limitations.

WHEREAS, Customer desires to engage Polco to conduct The National Community Survey for the Village of Carol Stream

WHEREAS, Customer wishes to procure from Polco the services described herein, and Polco wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Authorized User**" means each of the individuals authorized to use the Services (defined below in Section 2.1) or Polco Materials pursuant to the terms and conditions of this Agreement, or any additional individuals or Persons authorized to use the Services or Polco Materials as approved solely by Polco, as set forth in **Schedule A**.

"**Customer Data**" means, information, data and other content, other than Resultant Data in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"**Polco Materials**" means any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Polco in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, Polco Materials include Resultant Data and any information, data or other content derived from Polco's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Process**" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content. "**Processing**" and "**Processed**" have correlative meanings.

"**Representatives**" means, with respect to a party, that party's and its affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

"**Resultant Data**" means information, data and other content that is derived by or through the Services from Processing Customer Data, including, without limitation, statistics and Services analytics, and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

2. Services.

2.1. Services. The Company offers a variety of and products and services accessible through the Company's website <https://polco.us> (the "**Website**") free of charge including promoting civic engagement by providing tutorials, example questions, sample result dashboards, and a library of best civic engagement practices and other such functionality as may be provided from time to time (collectively, the "**Free Content and Services**"). During the Term (defined below in **Section 7.1**) and subject to the and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Polco shall use commercially reasonable efforts to provide to Customer and its Authorized Users (a) the Free Content and Services, and (b) any custom survey services as described in the attached **Schedule A** and this Agreement (the "**Custom Services**," together with Free Content and Services, the "**Services**"). Polco will use commercially reasonable efforts to make the Services available to the Customer twenty-four (24) hours per day, seven (7) days per week every day of the year, except for: (i) Service downtime or degradation due to a Force Majeure Event (defined below in **Section 12**); (ii) any other circumstances beyond Polco's reasonable control, including Customer's or any Authorized User's use of third party materials or use of the Services other than in compliance with the express terms of this Agreement or the Terms of Use; and (iii) any suspension or termination of Customer's or any Authorized Users' access to or use of the Services as permitted by this Agreement or the Terms of Use.

2.2. Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Company has and will retain sole control over the operation, provision, maintenance, and management of the Services; and (b) Customer has the responsibility for making all arrangements necessary for Customer to have access to the Website and ensuring that all persons who access the Website through Customer's internet connection are aware of this Agreement, the Terms of Use, and the Privacy Policy, and comply therewith.

2.3. Changes. Polco reserves the right, in its sole discretion, to make any changes to the Services or Polco Materials that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Polco's services to its customers, or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Services or Polco Materials. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in a written change order signed by both parties.

2.4. Suspension or Termination of Services. Polco may suspend, terminate or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Services or Polco Materials if: (a) Polco believes, in its sole discretion, that Customer or any Authorized User has failed to comply with, any term of this Agreement, or accessed or used the Services or Polco Materials beyond the scope of the rights granted or for a purpose not authorized under this Agreement; or (b) this Agreement expires or is terminated. This **Section 2.4** does not limit any of Polco's other rights or remedies, whether at law, in equity or under this Agreement.

2.5. Applicability of Additional Agreements. As a user of Company's Website, Customer is subject to the Terms of Use and the Privacy Policy as are in effect from time to time. In the event of any conflict between this Agreement, the Terms of Use and Privacy Policy, this Agreement shall first govern, followed by the Terms of Use and the Privacy Policy.

3. Authorization and Customer Restrictions.

3.1. Authorization. Subject to and conditioned on Customer's payment of the fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Polco hereby authorizes Customer to access and use, solely during the Term, the Services and Polco Materials as Polco may supply or make available to Customer. This authorization is non-exclusive and, other than as may be expressly set forth in **Section 13.6**, non-transferable. Notwithstanding the foregoing, Polco hereby grants to Customer a perpetual, royalty-free, non-transferable license to use any tangible Polco Materials provided to Customer by or through the Services during the Term, which license shall survive the termination of this Agreement.

3.2. Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Services or Polco Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Services or Polco Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Services or Polco Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then valid access credentials;
- (e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Services or Polco's provision of services to any third party, in whole or in part;
- (f) access or use the Services or Polco Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other Polco customer), or that violates any applicable law;
- (g) access or use the Services or Polco Materials for purposes of competitive analysis of the Services, the development, provision or use of a competing software service or product or any other purpose that is to Polco's detriment or commercial disadvantage; or
- (h) otherwise access or use the Services or Polco Materials beyond the scope of the authorization granted under **Section 3.1**.

3.3. Customer Responsibilities. Except as otherwise determined by Polco, Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). In the event Polco obtains or provides any such Equipment, Polco shall only be responsible for maintaining such Equipment. Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. Fees; Payment Terms.

4.1. Fees. Customer shall pay Polco the fees ("**Fees**") for the Services on or prior to the date due set forth on **Schedule A**, which shall be payable to Polco in US dollars in the amounts and pursuant to the

payment schedules set forth on **Schedule A**. To the extent Fees are not set forth on **Schedule A**, Polco may, in its sole discretion, modify and increase Fees upon providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any Renewal Term, and the applicable **Schedule A** will be deemed amended accordingly.

4.2. Taxes. All fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Polco's income.

4.3. Late Payment. If Customer fails to make any payment when due, then a 1.5% charge per month (or the applicable amount allowed by law, whichever is less) shall be assessed on any amount past due. Furthermore, should Customer fail to settle amounts past due within thirty (30) days of Customer's invoice receipt, Polco may, without notice, (i) suspend performance of the Services until all past due amounts and interest thereon have been paid, or (ii) terminate this Agreement. Customer shall reimburse Polco for all costs in collecting any late payments or interest, including actual attorneys' fees, court costs and collection agency fees.

4.4. No Deductions or Setoffs. All amounts payable to Polco under this Agreement shall be paid by Customer to Polco in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

5. Intellectual Property Rights

5.1. Ownership of Services and Polco Materials. All right, title and interest in and to the Services, Polco Materials and the Resultant Data, including all Intellectual Property Rights therein, are and will remain with Polco. Customer has no right, license or authorization with respect to any of the Services or Polco Materials except as expressly set forth in **Section 3.1**. All other rights in and to the Services and Polco Materials are expressly reserved by Polco and the respective third-party licensors. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Polco an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

6. Confidentiality

6.1. Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, but not limited to, information relating to the Disclosing Party's technology, software, code, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, in each case whether or not marked, designated or otherwise identified as "Confidential". Without limiting the foregoing, all Polco Materials are the Confidential Information of Polco and the financial terms of this Agreement are the Confidential Information of Polco. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

6.2. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for three (3) years after the Term: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) not disclose or permit access to Confidential

Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of performing obligations under and in accordance with this Agreement; (ii) are informed of the confidential nature of the Confidential Information and bound by written confidentiality and restricted use obligations at least as protective as the terms set forth in this **Section 6.2**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.

6.3. Residual Works. In addition to other rights and provisions in this Agreement, Polco shall be free to use for any purpose the Resultant Data resulting from access to or work with the Confidential Information or any information or ideas provided by Customer with respect to the Services.

6.4. Feedback. The Customer may from time to time provide suggestions, comments or other feedback ("**Feedback**") to Polco with respect to the Services. Both parties agree that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Customer, shall not, absent a separate written agreement, create any confidentiality obligation for Polco. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Polco will own the Feedback and shall be free to use, disclose, protect (e.g., patent, copyright, trademark, trade secret, etc.), reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

6.5. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 6**; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 6.5**, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7. Term and Termination.

7.1. Term. The initial term of this Agreement shall be for a period of twelve (12) months from the Effective Date ("**Initial Term**"). The Initial Term shall automatically renew for additional successive twelve (12) month periods (each, a "**Renewal Term**", and together with the Initial Term, the "**Term**"), unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term.

7.2. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Polco may terminate this Agreement, effective immediately upon written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than thirty (30) days after the date such amounts are due; or (ii) breaches any of its obligations under **Section 3.2** (Limitations and Restrictions) or **Section 6** (Confidentiality);

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its

debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.3. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations (including, without limitation, access to the Services) granted by either party to the other hereunder will immediately terminate;

(b) Customer shall immediately cease all use of any Services and Polco Materials and (i) promptly return to Polco, or at Polco's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Polco's Confidential Information; and (ii) permanently erase Polco's Confidential Information from all systems Customer directly or indirectly controls; except to the extent and for so long as required by applicable law and all such information and materials will remain subject to all confidentiality requirements of this Agreement;

(c) Polco may disable all Customer and Authorized User access to the Services; and

(d) if Polco terminates this Agreement pursuant to **Section 7.2**, all Fees that would have become payable had the Agreement remained in effect until expiration of the Term will become immediately due and payable.

7.4. Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: **Section 3.2, Section 5, Section 6, Section 7.3, this Section 7.4, Section 8, Section 9, Section 10, Section 11, and Section 13.**

8. Representations and Warranties.

8.1. Representations and Warranties. Customer represents and warrants to Polco that it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement; and Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Polco and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law. Additionally, Customer represents and warrants that Customer will use (and will cause any Authorized Users to use) the Services and Polco Materials only in compliance this Agreement, and all applicable laws and regulations.

8.2. DISCLAIMER OF WARRANTIES. ALL SERVICES ARE PROVIDED "AS IS" AND POLCO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND POLCO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, POLCO MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ANY THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR

CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

9. Indemnification.

9.1. Indemnification. Customer shall indemnify, hold harmless and defend Polco and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all losses, liability, claims, damages, actions, penalties, costs, or expenses of whatever kind, including actual attorneys' fees and the costs of enforcing any right to indemnification under this Agreement, arising out of or relating to (a) any actual or alleged infringement of a third party's Intellectual Property Rights from use of Customer Data; (b) any act or omission by Customer or any Authorized Users in connection with use of the Services; (c) Customer's or any Authorized User's use of the Services or Polco Materials other than as expressly allowed by this Agreement; (d) Customer's or any Authorized User's breach of this Agreement; or (e) any actual or alleged infringement of a third party's Intellectual Property Rights resulting from Customer's or any Authorized User's modifications and/or combinations of the Services or Polco Materials. Customer shall inform Polco as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall not settle any claim or action unless Polco consents to such settlement in writing.

10. Mitigation.

10.1. Mitigation. If any of the Services or Polco Materials are, or in Polco's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Services or Polco Materials is enjoined or threatened to be enjoined, Polco may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Polco Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Polco Materials, in whole or in part, to make the Services and Polco Materials non-infringing, or (c) by written notice to Customer, terminate this Agreement with respect to all or part of the Services and Polco Materials, and require Customer to immediately cease any use of the Services and Polco Materials or any specified part or feature thereof. **THIS SECTION 10.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND POLCO'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND POLCO MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.**

11. Limitations of Liability.

11.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL POLCO OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF POLCO AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID BY THE CUSTOMER TO POLCO WITHIN THE IMMEDIATELY PRECEDING 12 MONTHS. THE FOREGOING

LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12. Force Majeure. In no event will Polco be liable or responsible to Customer, or be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond Polco's reasonable control (a "**Force Majeure Event**"), including, but not limited to, failures or interruptions of communications facilities or equipment of third parties, labor strikes or slowdowns, shortages of resources or materials, acts of God, natural disasters, fire, world events, delay or disruption of shipment or delivery, trespass or interference of third parties, or similar events or circumstances outside Polco's reasonable control, whether or not otherwise enumerated. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) days or more.

13. General Provisions.

13.1. **Further Assurances.** Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

13.2. **No Agency.** Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

13.3. **Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing by electronic mail or other electronic means to the address of the party specified by the parties from time to time.

13.4. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

13.5. **Entire Agreement.** This Agreement, including all Schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

13.6. **Assignment.** Customer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without Polco's prior written consent, which consent Polco may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer will be deemed to be a transfer of rights or obligations under this Agreement for which Polco's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this **Section 13.6** is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.7. **Notices.** Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this **Section 13.2**):

If to Polco: Policy Confluence, Inc.
8001 Terrace Avenue, #201
Middleton, WI 53562
E-mail: alex@polco.us
Attention: Alex Pedersen, Chief Financial Officer

If to Customer:

E-mail:
Attention:

13.8. Notices sent in accordance with this **Section 13.7** will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the fifth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.9. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.

13.10. Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.11. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin. The parties submit all of their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the state and/or federal courts located in Dane County, the State of Wisconsin.

13.12. Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13.13. Equitable Relief. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under **Section 3.2** or **Section 6** would cause Polco irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Polco will be entitled to equitable relief, without any requirement to post a bond. Such remedies are in addition to all other remedies that may be available at law, in equity or otherwise.

13.14. Counterparts. This Agreement may be executed in counterparts, including by facsimile or pdf, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

14. Insurance Requirements

- 14.1 Comprehensive General Liability. The Consultant shall procure and keep in force during the duration of this contract a policy of Comprehensive General Liability insurance insuring the Consultant against any liability for personal injury, bodily injury, or death arising out of the performance of services hereunder and against liability for property damage with a combined single limit of at least \$1,000,000 each occurrence and \$2,000,000 aggregate

Policies described above shall be for the mutual and joint benefit and protection of the Consultant and the Client.

- 14.1.1 Other Insurance. The Consultant shall procure and keep in force during the term of



the Agreement Worker's Compensation and such other insurance as may be required by any law, ordinance or governmental regulation.

- 14.1.2 Prior to commencement of work, the Consultant shall furnish to the Client certificates of insurance policies evidencing the required coverages if the Client so desires.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Enterprise Services Agreement as of the date first above written.

POLICY CONFLUENCE, INC.

By: _____
Name:
Title:

CUSTOMER:

By: _____
Name: _____
Title: _____



SCHEDULE A

SERVICES AND FEES


Service	Qty	Total
<p>Polco Performance Plan - NCS Benchmark Survey All Polco Premium Features are available to you during your subscription term to engage with your target audiences. Respondents answer questions via Polco's civic surveying and engagement platform which includes real time results and the option to have respondents verified against voter lists. As participants respond they become part of your community's digital panel available for follow up questions, surveys, polls, and other engagement. This plan includes 1 benchmark survey per year, with postcard invitations (initial and reminder) mailed to up to 1,500 randomly selected addresses to supplement your outreach. Your online report will include comparisons to our National Benchmarks, and demographic and geographic comparisons (if response is sufficient by subgroup). You will be assigned a Program Manager to implement your survey process and provide guidance on continued use of Polco with all the available premium features.</p>	1	\$8,300
<p>+Mailed Paper Surveys - per 100 additional - NCS Outreach Add mailed paper surveys as a portion of the sample (three-part mailing to each household, with postage paid envelopes and cover letters that include the option to complete the survey online if preferred).</p>	12	\$4,200
<p>The NCS - 1/2 page of custom Questions The NCS is a comprehensive community survey that covers a wide range of topics, and it is not necessary to include additional questions if you do not wish to do so. However, we recognize that while you are making this larger effort to get input from your residents, you may want to add a few custom items. On the paper survey there is room for approximately a half-page of custom questions. This is not included in the</p>	1	\$1,600
<p>Spanish Translation of a Benchmark Survey - We will provide a Spanish translation of the survey (template and custom questions) and publish it online for Spanish speaking respondents. Survey invitations will provide a URL and Spanish language instructions for doing the Spanish survey online.</p>	1	\$945

Annual subscription cost: \$8,300
 One-time Costs: \$6,745

Total: \$15,045

Village of Carol Stream Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Marc Talavera, Information Technology Director 

DATE: April 1, 2021

RE: Cartegraph OMS Renewal

Included in this year’s fiscal budget are funds to renew the Cartegraph Operations Management Software (OMS) application. Cartegraph OMS is a cloud application used by the Public Works and Engineering departments to track Village assets (manholes, culverts, water mains, etc.). It also serves as the primary application used by Public Works to manage daily operations.

In cooperation with Public Works and Engineering staff, IT had evaluated the three fundamental components to the application to ensure the renewal quote would meet the primary stakeholder’s needs. In addition, all available licensing and subscription terms were considered in an attempt to identify potential cost savings. The below tables represent the licensing model and term which best suits the needs of the Village. For detailed asset and edition information, refer to Attachment 1.

Application Licenses

01 Domains Managed Assets	02 Edition Software Version	03 Users License Quantity
Sanitary Sewer	OMS Premium	50 User
Storm Water		
Transportation		
Walkability		
Water Distribution		

3-Year Contract Term

May 2021 - Year 1	May 2022 – Year 2	May 2023 – Year 3
\$57,466.45	\$59,118.47	\$60,819.99

With Cartegraph being the sole source for the Cartegraph OMS application and with the best pricing secured, staff recommends awarding a contract for purchase to Cartegraph in the amount of \$177,404.91. With the renewal funds budgeted in FY22, the renewal will further be contingent on the Village Board approving the FY21-22 annual budget. The contract would be a 3-year term paid annually in the above noted increments.

Included Assets

The below list is intended to illustrate the included assets.

SANITARY SEWER

- Cleanouts
- Facilities
- Force Mains
- Laterals
- Mains
- Manholes
- Pumps

STORMWATER

- Basins
- Channels
- Culverts
- Facilities
- Inlets
- Manholes
- Outlets
- Pipes
- Pumps

TRANSPORTATION & TRAFFIC

- Bridges
- Guardrails
- Light Fixtures
- Markings
- Pavement
- Pavement Areas
- Signs
- Supports

WALKABILITY

- ADA Ramps
- Light Fixtures
- Pavement Areas
- Sidewalks
- Signs
- Supports
- Trees

WATER DISTRIBUTION

- Water Backflows
- Water Facilities
- Water Hydrants
- Water Laterals
- Water Mains
- Water Meters
- Water Pumps
- Water Storage Tanks
- Water Valves

Edition Comparison

	ESSENTIALS	PRO	PLUS	PREMIUM
Cloud Based (AWS) ⓘ	✓	✓	✓	✓
Mobile App ⓘ	✓	✓	✓	✓
Asset Inventory and Inspections ⓘ	✓	✓	✓	✓
Task & Work Management ⓘ	✓	✓	✓	✓
Resource Management ⓘ	✓	✓	✓	✓
Dashboard and Reports ⓘ	✓	✓	✓	✓
Task Calendars ⓘ	✓	✓	✓	✓
Embedded Maps ⓘ	✓	✓	✓	✓
Esri GIS Integration ⓘ	✓	✓	✓	✓
Request Management ⓘ	Option	✓	✓	✓
SeeClickFix ⓘ	Option	Option	Option	Option
Preventative Maintenance Plans ⓘ		✓	✓	✓
Report Designer ⓘ		✓	✓	✓
Integration Toolkit ⓘ		Option	Option	✓
Asset Builder ⓘ		Option	Option	✓
Fleet Management ⓘ		Option	✓	✓
Advanced Inspections ⓘ		Option	✓	✓
Workflow Automation ⓘ			✓	✓
Advanced Material Management ⓘ			Option	✓
Scenario Builder ⓘ			Option	✓
Cartegraph Engage ⓘ	Option	Option	Option	Option



Village of Carol Stream

Cartegraph Software and Services Budgetary Quote

Quote:
PA-2898

Date:
10/27/2020

Cartegraph Systems LLC
3600 Digital Drive
Dubuque, IA 52003

cartegraph.com

800 688.2656
563 556.8120
Fax 563 556.8149

Software and Services Budgetary Quote

Cartegraph is pleased to present this Budgetary Quote for the implementation of world class technology solutions in your organization. This Quote is made and entered into between **Village of Carol Stream** (hereinafter referred to as **Customer** or **Licensee**) whose address is noted below, and **Cartegraph Systems LLC** (hereinafter referred to as **Cartegraph**), 3600 Digital Drive, Dubuque, Iowa 52003.

CUSTOMER ADDRESS:

Village of Carol Stream
500 N Gary Ave
Carol Stream, IL
60188

LICENSEE ADDRESS:

Village of Carol Stream
500 N Gary Ave
Carol Stream, IL
60188

Scope of Project

Cartegraph Field Services

The fee for Service Implementation Services as listed in the Investment Summary are specific Cartegraph services which will be delivered to the Customer based on the descriptions below.

Cartegraph Support

As part of Customer's subscription to access to and use of the Cartegraph Solutions, Customer will receive:

I. SUPPORT SERVICES

1. Campus – www.cartegraph.com/campus

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

2. **Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050**
When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. **Secure, Live Remote Support**
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

II. TRAINING & EDUCATION SERVICES

1. **Convenient Online Resources**
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
2. **Customer Led User Groups**
Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

III. RELEASES & UPGRADES

1. **New Releases**
Be the first to know about all new Cartegraph releases, enhancements, and upgrades.
 1. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
 2. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality
2. **Hot Fixes**
If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of



Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date:
10/27/2020

Quote Expiration Date:
5/3/2020

Quote No.:
Q-00909

Product		Year 1	Year 2	Year 3
OMS Premium	Quantity	1.00	1.00	1.00
	Price	USD 20,005.17	USD 20,605.35	USD 21,223.47
Sanitary Sewer Domain	Quantity	1.00	1.00	1.00
	Price	USD 4,765.32	USD 4,908.28	USD 5,055.53
Stormwater Domain	Quantity	1.00	1.00	1.00
	Price	USD 4,765.32	USD 4,908.28	USD 5,055.53
Transportation Domain	Quantity	1.00	1.00	1.00
	Price	USD 3,573.99	USD 3,681.21	USD 3,791.65
Walkability Domain	Quantity	1.00	1.00	1.00
	Price	USD 1,191.33	USD 1,227.07	USD 1,263.88
Water Distribution Domain	Quantity	1.00	1.00	1.00
	Price	USD 4,765.32	USD 4,908.28	USD 5,055.53
OMS User	Quantity	50.00	50.00	50.00
	Price	USD 16,000.00	USD 16,480.00	USD 16,974.40
OMS Hosting Option (Offline Backups)	Quantity	12.00	12.00	12.00



Product		Year 1	Year 2	Year 3
	Price	USD 200.00	USD 200.00	USD 200.00
TOTAL:		USD 57,466.45	USD 59,118.47	USD 60,819.99

Product	Quantity	Price
Implementation Services OMS	1.00	USD 0.00
TOTAL:		USD 0.00

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: April 1, 2021
RE: Liquor License – Paul’s Pantry and Liquors, 1390 Army Trail Road

Matruchhaya Inc. d/b/a Paul’s Pantry and Liquors is relinquishing their liquor license to Palash 26 Corp d/b/a Paul’s Pantry and Liquors. Attached for your consideration is an Ordinance reflecting the change of ownership to Palash 26 Corp located at 1390 Army Trail Road.

The application submitted by Palash 26 Corp has found to be in order and background checks have been performed. Mayor Saverino as Local Liquor Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2021-04-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS C LIQUOR LICENSES FROM 19 TO 18 (MATRUCHHAYA INC. d/b/a PAUL'S PANTRY AND LIQUORS) AND INCREASING THE NUMBER OF CLASS C LIQUOR LICENSES FROM 18 TO 19 (PALASH 26 CORP. d/b/a PAUL'S PANTRY AND LIQUORS), 1390 ARMY TRAIL ROAD

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class C Liquor Licenses, from 19 to 18.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class C Liquor Licenses from 18 to 19.

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

PASSED AND APPROVED THIS 5th DAY OF APRIL, 2021.

AYES:

NAYS:

ABSENT:


Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 29, 2021

RE: A Resolution Approving an Intergovernmental Agreement By and Between the Village of Carol Stream and the West Chicago/Winfield Wastewater Authority Regarding Spoils Deposits

During the course of maintenance and repair work on the sanitary sewer system Public Works staff may occasionally find it necessary to remove waste from a structure or pipe. In addition, during the course of repairing a broken pipe staff may encounter waste that has infiltrated surrounding soil. While this does not occur with great frequency, it is important that the waste and spoils from this work be disposed of properly at a sanitary sewage treatment facility.

When the waste is liquid-only, staff can drain the vacator machine directly into a sanitary sewer manhole. When there are solids to also be disposed emptying the vacator must be done at an appropriate receiving station constructed for this purpose at a treatment plant. The WRC does not have a receiving station for this purpose and staff had planned to include the construction of a facility during the upcoming de-watering system replacement project. However, in the first round of bids the overall project cost had grown significantly beyond the budget and the project scope was reduced for a second round of bidding. The receiving station was removed from the project.

Up until now whenever offloading of waste and spoil became necessary operators would drive to a DuPage County-operated receiving station in Woodridge. To reduce driving time staff entered into discussions with the West Chicago/Winfield Wastewater Authority to dump spoils at the facility in West Chicago. The Village Attorney (who also represents the Authority) prepared an Intergovernmental Agreement based on our needs and the interests of the other parties. There will be no cost to Carol Stream for use of the facility. Attached is a Resolution and IGA as approved by staff from both agencies.

It is recommended that the Village Board adopt A Resolution Approving an Intergovernmental Agreement By and Between the Village of Carol Stream and the West Chicago/Winfield Wastewater Authority Regarding Spoils Deposits

Attachment

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BY AND
BETWEEN THE VILLAGE OF CAROL STREAM AND THE WEST CHICAGO /
WINFIELD WASTEWATER AUTHORITY REGARDING SPOILS DEPOSITS**

WHEREAS, the West Chicago/Winfield Wastewater Authority operates a wastewater treatment plant (“WWTP”) on property owned by the Authority at 725 Dayton Avenue, West Chicago, Illinois (“Property”); and

WHEREAS, the Village desires to deposit spoils from its Vector trucks (“Spoils”) on a portion of the Property; and

WHEREAS, the Authority is willing to allow the Village to deposit the Spoils on the Site on the terms and conditions in this Agreement; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize intergovernmental cooperation and agreements between the Parties;

WHEREAS, the Mayor and Board of Trustees find that it is in the best interests of the Village to enter into an Intergovernmental Agreement for the purpose set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, as follows:

SECTION 1. The Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, hereby approve the Intergovernmental Agreement between the Village of Carol Stream and the West Chicago/Winfield Wastewater Authority, as attached hereto.

SECTION 2. The Mayor and Village Clerk are hereby authorized to execute on behalf of the Village of Carol Stream the Intergovernmental Agreement between the Village of Carol Stream and the West Chicago/Winfield Wastewater Authority, as attached hereto.

SECTION 3. This Resolution shall take effect from and after its adoption and approval in the manner provided by law.

ADOPTED this 5th day of April, 2021, pursuant to a roll call vote of the Corporate Authorities of the Village of Carol Stream as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 5th day of April, 2021 by the Mayor of the Village of Carol Stream.

Matt McCarthy, Mayor Pro Tem

(SEAL)

ATTEST:

Julie Schwarze, Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE VILLAGE OF CAROL STREAM AND THE WEST CHICAGO /
WINFIELD WASTEWATER AUTHORITY REGARDING SPOILS DEPOSITS**

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND THE WEST CHICAGO / WINFIELD WASTEWATER AUTHORITY REGARDING SPOILS DEPOSITS (“Agreement”) is entered into this ____ day of _____, 2021 (“Effective Date”) by and between the Village of Carol Stream, an Illinois municipal corporation (“Village”), and the West Chicago / Winfield Wastewater Authority, an Illinois municipal joint sewage treatment agency (“Authority”). The Village and the Authority are sometimes individually referred to herein as a “Party” and are collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, the Authority operates a wastewater treatment plant (“WWTP”) on property owned by the Authority at 725 Dayton Avenue, West Chicago, Illinois (“Property”); and

WHEREAS, the Village desires to deposit spoils from its Vactor trucks (“Spoils”) on the portion of the Property depicted in **Exhibit A** attached hereto and made a part hereof (“Site”); and

WHEREAS, the Authority is willing to allow the Village to deposit the Spoils on the Site on the terms and conditions in this Agreement; and

WHEREAS, the Parties desire to memorialize their respective obligations with regard to the subject matters hereof; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize intergovernmental cooperation and agreements between the Parties;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **SPOILS.**

A. The Authority grants the Village a non-exclusive revocable license to deposit Spoils on the Site and to enter the Property for that purpose. The Authority

agrees to accept Spoils deposited by the Village on the Site at no cost to the Village during the period of time this license is in effect.

B. The Village may deposit Spoils on the Site anytime. Prior to the Village depositing Spoils on the Site after the WWTP's normal business hours, the Village shall orally notify the City of West Chicago Public Works Director or the WWTP Project Manager, who, as of the Effective Date, is employed by Jacobs Engineering Group, Inc.

C. Prior to depositing Spoils on the Site, the Village shall provide the Authority with a list of Village employees who may access the Property and deposit Spoils on the Site ("List"). Only Village employees on the List may access the Property and deposit Spoils on the Site. The Village may add and remove Village employees from the List by notifying the Authority. The Village shall notify the Authority to remove a former Village employee from the List promptly if a Village employee on the List is no longer employed by the Village.

D. If the Village damages the Property, it shall restore the Property to its prior condition as directed by the Authority, at the Village's cost. If the Village fails to restore the Property as directed by the Authority, the Village shall reimburse the Authority for the Authority's restoration costs plus fifteen percent (15%).

E. The Village shall not knowingly deposit on the Site any hazardous wastes, hazardous substances, hazardous materials, toxic substances, hazardous air pollutants or toxic pollutants (including, without limitation, petroleum and petroleum products, asbestos-containing materials, biohazard materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, flammables and explosives), as those terms are used in the Resource Conservation and Recovery Act (42 U.S.C. § 6901, *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. § 1802, *et seq.*), the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Refuse Act (33 U.S.C. § 407, *et seq.*), the National Environmental Policy Act (42 U.S.C. § 4231, *et seq.*), the Indoor Radon Abatement Act (15 U.S.C. § 2661, *et seq.*), the Safe Drinking Water Act (42 U.S.C. § 1251, *et seq.*), or in any regulations promulgating pursuant thereto, or in any other applicable law.

3. **WORKING RULES.** The Village Manager, or the Village Manager's designee, and the Authority's Presiding Officer, the Presiding Officer's designee, may jointly establish rules and guidelines, not inconsistent with this Agreement, for the implementation of this Agreement.

4. **INDEMNIFICATION.**

A. **INDEMNIFICATION OF AUTHORITY.** The Village shall defend, indemnify and hold harmless the Authority and the "Authority Affiliates" (defined as the Authority's appointed officials, officers, past, current and future presiding

officers and board directors, agents, engineers, attorneys, employees and volunteers) against all injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including reasonable attorney fees which may be brought or are brought against the Authority and the Authority Affiliates relating to any matter covered by this Agreement, to the extent the Village or any Village Affiliate caused the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses, or to the extent the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses resulted from the Village's breach of any of its obligations in this Agreement.

B. INDEMNIFICATION OF VILLAGE. The Authority shall defend, indemnify and hold harmless the Village and the "Village Affiliates" (defined as the Village's appointed and elected officials, officers, past, current and future presidents and trustees/board members, agents, engineers, attorneys, employees and volunteers) against all injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs and expenses, including reasonable attorney fees which may be brought or are brought against the Village and the Village Affiliates relating to any matter covered by this Agreement, to the extent the Authority or any Authority Affiliate caused the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses, or to the extent the injuries, death, loss, damages of any kind, claims, lawsuits, liabilities, judgments, costs or expenses resulted from the Authority's breach of any of its obligations in this Agreement.

C. NOTICE OF CLAIM OR LITIGATION. In the event that a Party receives notice of any claim, demand or litigation that in any way relates to this Agreement, the receiving Party shall promptly notify the other Party and deliver a copy of the claim or litigation to the other Party.

5. **INSURANCE.** The Parties shall each maintain insurance coverage of its obligations under this Agreement either with commercial general liability insurance coverage for bodily injury, personal injury and property damage with limits no less than \$2,000,000 per occurrence, or, if a Party is self-insured a member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, it shall keep in force at all times during the term of this Agreement general liability coverage for bodily injury, personal injury and property damage with limits no less than \$2,000,000 per occurrence. A Party shall, within five (5) business days of a request from another Party, furnish certificates of the insurance and/or coverage in place as required herein. Each Party shall cause the other Party to be included as additional insureds on all insurance policies and coverages required in this Section 5.

6. **NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

7. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*) with respect to claims against any Party by third parties.

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

A. If to the Village:

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

B. If to the Authority:

Presiding Officer
West Chicago / Winfield Wastewater Authority
475 Main Street
West Chicago, Illinois 60185

or to such other address, or additional parties, as a Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

9. **COUNTERPARTS.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the subject matter herein. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11. **AMENDMENTS.** This Agreement may be amended by mutual written consent of the Parties hereto.

12. **TERM OF AGREEMENT.** This Agreement shall continue in full force and effect until terminated by any Party upon thirty (30) days prior written notice to the

other Party, which termination may be made with or without cause. Sections 4, 5, 6 and 7 of this Agreement shall survive the termination of this Agreement.

13. **VENUE AND APPLICABLE LAW.** This Agreement, and all matters or issues relating to the interpretation, validity, performance and enforcement of it, shall be governed by the laws of the State of Illinois applicable to contracts performed entirely within this state. The Parties agree for the purpose of any litigation or proceeding brought with response to this Agreement and its enforcement, venue shall be in the 18th Judicial Circuit Court in DuPage County, Illinois.

14. **EFFECTIVE DATE.** The Effective Date shall be the date on which the last of the Parties executes this Agreement.

IN WITNESS WHEREOF, the Village has caused this Agreement to be executed by its President and attested by its Clerk and the Authority has caused this Agreement to be signed by its Presiding Officer and attested by a Director.

VILLAGE OF CAROL STREAM

**WEST CHICAGO / WINFIELD
WASTEWATER AUTHORITY**

By: _____
Mayor

By: _____
Presiding Officer

ATTEST:

ATTEST:

Village Clerk

Director

Dated: _____, 2021

Dated: _____, 2021

EXHIBIT A
SITE DEPICTION
(attached)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer *RF*
DATE: March 26, 2021
RE: 1271 County Farm Road – Primrose School, Heritage Plaza
Stormwater Management & Conveyance Easement

The Village of Carol Stream has received a plat granting us an easement for the purposes of conveying and managing stormwater. This easement gives the Village very broad rights to construct, repair, operate and maintain the storm sewer system and stormwater management facilities on private property in the event the property owners fails to do so themselves. This easement is a requirement of the DuPage County Countywide Stormwater & Flood Plain Ordinance and must be granted to the Village. Therefore, staff recommends accepting this grant of easement for stormwater management and conveyance.

Cc: Bill Cleveland, Director of Engineering Services

Attachments:
Exhibit A – Legal Description of Parcel
Plat of Easement

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF STORMWATER
MANAGEMENT AND CONVEYANCE EASEMENT
(1271 COUNTY FARM ROAD – PRIMROSE SCHOOL, HERITAGE PLAZA)**

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: Approval is hereby given accepting a Grant of Stormwater Management and Conveyance Easement for 1271 County Farm Road, PIN No. 01-24-217-042 and legal description attached hereto as Exhibit “A”. This easement gives the Village easement rights to construct, repair, operate and maintain storm sewer system and storm water management facilities as required by the DuPage County Countywide Stormwater & Flood Plain Ordinance. The Plat of Stormwater Management and Conveyance Easement is attached to this Resolution as Exhibit “B”.

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

PASSED AND APPROVED THIS 5th DAY OF APRIL, 2021.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Exhibit A

ADDRESS: 1271 County Farm Road, Carol Stream, IL 60188

PIN: 01-24-217-042

LOT 1 OF VAGAHANI RESUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 5 OF HERITAGE PLAZA P.U.D. PHASE 3, A RESUBDIVISION IN PART THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

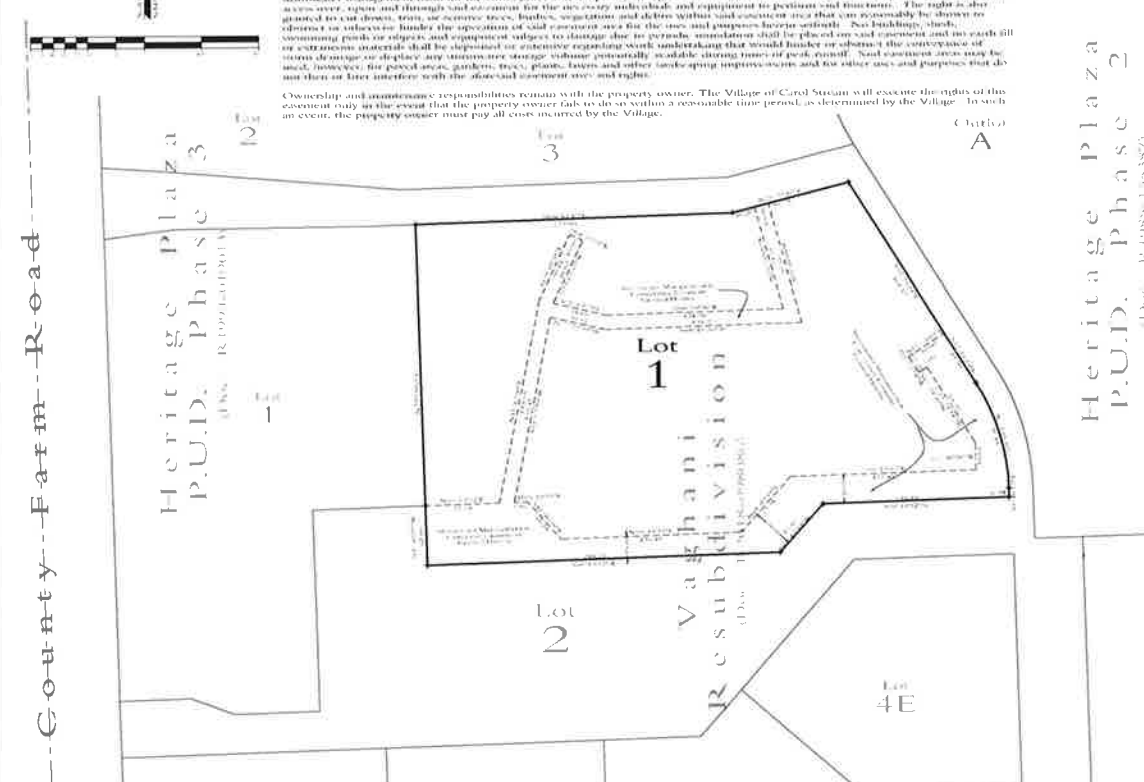
Grant of Easement

Blotting Lot 1 of Vagham subdivision, being a subdivision of part of Lot 3 of Heritage Plaza P.U.D. Phase 3, a subdivision in part the northeast quarter of Section 24, Township 10 North, Range 9 East of the Third Principal Meridian in DuPage County, Illinois.

P.L.N. 01-24-217-042 1271 Country Farm Road, Carol Stream, Illinois
Stormwater Management and Conveyance Easement

A permanent, non-exclusive easement is hereby reserved for and granted to the Village of Carol Stream over all of the areas depicted and dimensioned herein and labeled as "Stormwater Management and Conveyance Easement" (hereinafter referred to as the "Easement") for the purposes of installing, maintaining, repairing, reconstructing, upgrading, cleaning, inspecting, operating, and otherwise maintaining an, as constructed and a system of storm drains, manholes, culverts, catch basins, detention basins, and a stormwater management basin for the collection and temporary storage of stormwater runoff, together with the right of access, egress, utility and through-and-through for the necessary materials and equipment to perform said functions. The right is hereby granted to cut down, trim, or remove trees, bushes, vegetation and debris within said easement area that can reasonably be shown to obstruct or otherwise hinder the operation of said easement area for the use and purposes herein set forth. The buildings, sheds, swimming pools or decks, and equipment of adjacent landowners shall be protected from damage due to stormwater runoff. The conveyance of storm drainage or debris to any structure storage volume, potentially mobile storage tanks or peak runoff. Said easement areas may be used for other purposes, such as parking, storage, or other uses, provided that such uses do not interfere with the above-stated easement area and rights.

Ownership and maintenance responsibilities remain with the property owner. The Village of Carol Stream will exercise the rights of this easement only in the event that the property owner fails to do so within a reasonable time period, as determined by the Village. In such an event, the property owner must pay all costs incurred by the Village.



State of Illinois } S.S.
County of _____ }
This is to certify that _____ the owner of the land shown and described in the annexed grant, and in consideration of 10 dollars in hand paid and other good and valuable considerations, does as such owner hereby grant easement rights as shown and declared herein for the use and purposes therein set forth and does hereby acknowledge and adopt the same under the style and title therein indicated.
Given under my hand this ____ day of _____, 2020.

Owner
State of Illinois } S.S.
County of _____ }
I, _____ as Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the annexed grant pursuant to authority given and as their own free and voluntary act of _____
Given under my hand and Notarial Seal this ____ day of _____, 2020.

Notary Public
State of Illinois } S.S.
County of DuPage }
We, the Mayor and Village Clerk of the Village of Carol Stream, Illinois, hereby certify that the annexed grant was presented to and by resolution _____ approved by the Board of Trustees of the Village or its existing hold on _____ 2020 and that the required bond or other guarantee has either been posted or adequate provision has been made for such bond to be posted for the completion of the improvements required by the regulations of the Village.
In witness thereof, I have hereunto set my hand and seal of the Village of Carol Stream this ____ day of _____, 2020.

Mayor
Village Clerk
State of Illinois } S.S.
County of DuPage }
I, _____ Village Engineer of the Village of Carol Stream, Illinois, hereby certify that the land improvements described in the easement Grant and the plans and specifications therefor meet the minimum requirements of the Village and have been approved by all public authorities having jurisdiction therein.
I do further certify that there has been filed with me and I have reviewed topographical and profile studies filed with this easement Grant.
dated at Carol Stream, DuPage County, Illinois
this ____ day of _____, 20____
Village Engineer

State of Illinois } S.S.
County of _____ }
This is to certify that _____ the holder of a mortgage interest in the lands shown and described herein and by its duly authorized officers, does hereby grant its consent to the execution of the annexed grant of easement as declared herein
Given this ____ day of _____, 2020.

By _____ (Title) _____ (Title)
State of Illinois } S.S.
County of _____ }
I, _____ as Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the annexed certificate pursuant to authority given and as their own free and voluntary act of _____
Given under my hand and Notarial Seal this ____ day of _____, 2020.


Notary Public
State of Illinois } S.S.
County of DuPage }
This instrument was filed for record in the Recorder's Office of DuPage County, Illinois on the ____ day of _____, 2020, at _____ o'clock _____ m.
Recorder of Deeds

State of Illinois } S.S.
County of DuPage }
This is to certify that I, John Cole Helrich, an Illinois Professional Land Surveyor, have prepared the annexed Grant of Easement for the uses and purposes therein set forth.
Given under my Hand and Seal this ____ day of _____, A.D. 2020.
Illinois Professional Land Surveyor 2967
exp. 11-30-23



Submitted by and return to:
The Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188
630-665-7050

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Adam Frederick, Assistant Village Engineer 
DATE: March 29, 2021
RE: 550 Center Avenue, Logistics Property Company – Acceptance of Public Improvements and Release of Security for Public Improvements

As part of the development of the property located at 550 Center Avenue, Logistics Property Company proposed to install sidewalk and streetlights along their southern property line in the Fullerton Avenue right-of-way.

The developer has submitted the necessary paperwork including a bill of sale, waivers of lien, and a maintenance security. Engineering and Public Works staff has inspected the items to be accepted and Logistics Property Company has corrected deficiencies identified by village staff. The Village Attorney has reviewed and approved the bill of sale.

We therefore recommend that the public improvements related to the Logistics Property Company – Warehouse site (550 Center Avenue) be accepted by the Village of Carol Stream and the Security for Public Improvements in the amount of \$98,807.03 be released.

The Bill of Sale with exhibit and the Inventory of Public Improvements shall be attached to the Resolution per the Village Attorney's recommendation.

Cc: Bill Cleveland, Director of Engineering Services
Phil Modaff, Director of Public Works
Jon Batek, Finance Director
James Rhodes, Village Attorney

Attachments:
Bill of Sale w. Exhibit 1
Inventory of Public Improvements

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AND
RELEASE OF SECURITY FOR PUBLIC IMPROVEMENTS -
LOGISTICS PROPERTY COMPANY, 550 CENTER AVENUE**

WHEREAS, the public improvements for Logistics Property Company located at 550 Center Avenue have been completed in conformance with the approved plans and specifications, and a bill of sale has been received.

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

SECTION 1: That the Village of Carol Stream does hereby accept the public improvements and release of security for public improvements in the amount of \$98,807.03 for Logistics Property Company, 550 Center Avenue, PIN No. 02-28-300-039. The Bill of Sale for the Public Improvements for Logistics Property Company, Lot 1 in the I.P.F. No. 1 Subdivision is attached hereto and marked Exhibit A along with the Inventory of Public Improvements marked Exhibit B.

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

PASSED AND APPROVED THIS 5th DAY OF APRIL, 2021.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

**Bill of Sale for
the Public Improvements in
Lot 1 in the I. P. F. No. 1 Subdivision
(550 Center Avenue)**

Seller, **LPC CAROL STREAM, LLC**, a Delaware limited liability company (the "Owner") is the current owner of the real property comprising Lot 1 in the I.P.F. No. 1 Subdivision (referred to as the "Subdivision"), which is located at 550 Center Avenue, Carol Stream, Illinois. The Plat of Subdivision was filed on December 13, 1990 with the DuPage County Recorder of Deeds Office and recorded as Document Number R1990-169544, and is incorporated herein by reference. In accordance with the applicable provisions of the Subdivision Code of the Village of Carol Stream, the Owner caused certain improvements to be constructed within the Fullerton Avenue right-of-way, including but not limited to street lighting and sidewalk. All such improvements are referred to as the "Public Improvements".

In accordance with the applicable provisions of Section 7-6-1 (Acceptance of Required Land Improvements) of the Carol Stream Code of Ordinances, the Owner desires for the Village of Carol Stream ("Village") to accept the Public Improvements and to convey title to and ownership and maintenance responsibility to the Village for the Public Improvements.

The Public Improvements are described below and are located as shown on the Utility Plan and Site Dimensional and Paving Plan) (entitled Proposed Improvements for 550 Center Avenue, drawn by Manhard Consulting last revised August 20, 2019), (the Plans) a copy of which is attached hereto as **Exhibit "1"** and made a part hereof:

- A. Fullerton Avenue Street Lighting: The following improvements constructed upon over and beneath the Fullerton Avenue right-of-way as shown on Page 1 of Exhibit "1" including: each and every part and item of a street lighting system, including light fixtures, poles, foundations, arms, conduit, wires, switches, circuit breakers, boxes and connection hardware; and
- B. Fullerton Avenue Sidewalk: The following improvements constructed upon over and beneath the Fullerton Avenue right-of-way as shown on Page 2 of Exhibit "1" including: each and every part of the sidewalk including concrete pavement, detectable warnings, curb ramps, aggregate base and crosswalk markings used for the passage of pedestrians.

The Owner, in consideration of Ten and No/100 Dollars (\$10.00), receipt whereof is acknowledged as adequate, good and valuable consideration, does sell, assign, transfer and set over title and ownership to the Village of Carol Stream, an Illinois municipal corporation, of the Public Improvements as described herein and as shown on the attached Exhibit "1".

The Owner covenants to the Village that: (1) the Owner is the lawful owner of the Public Improvements; (2) the Public Improvements are free from all liens and encumbrances; (3) the Owner has the right to convey title to the accepted Public Improvements; and (4) the Owner will defend and hold the Village and its appointed and elected officials, president and trustees, employees, engineers, attorneys, volunteers and representatives harmless against the claims and demands of all persons with regard to ownership of and payment for construction of the accepted Public Improvements; and (5) the execution of this Agreement is an authorized act of the Owner.

The Owner hereby provides a limited warranty that the Public Improvements shall not, for a period of one (1) year from the date of this Bill of Sale, require repair or replacement due to failure of design, material or workmanship utilized in their installation.

IN WITNESS WHEREOF, Aaron S. Martell, Executive Vice President of Logistics Property Company, LLC, a Delaware limited liability company, the manager of LPC Carol Stream Holding Company, LLC, a Delaware limited liability company, the sole member and manager of **LPC CAROL STREAM, LLC**, a Delaware limited liability company, pursuant to the authority and direction given to him by the members of said company, has signed and sealed this Bill of Sale this 19 day of August, 2020.

By: Aaron Martell

Name: Aaron S. Martell
Title: Executive Vice President of Logistics Property Company, LLC, the manager of LPC Carol Stream Holding Company, LLC, the sole and managing member of LPC Carol Stream, LLC

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

NOTARY ACKNOWLEDGEMENT

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that, Aaron S. Martell, Executive Vice President of Logistics Property Company, LLC, a Delaware limited liability company, the manager of LPC Carol Stream Holding Company, LLC, a Delaware limited liability company, the sole member and manager of **LPC CAROL STREAM, LLC**, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and official seal this 19 day of August, 2020.

Jeanne M Sok
Notary Public

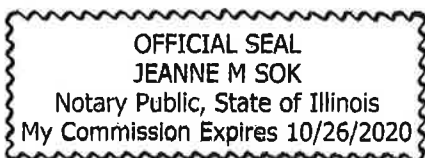


Exhibit "1"

Utility Plan

(attached)

EXHIBIT "1" PAGE 1

GRAPHIC SCALE

(1" = 10' - 0" RL)
1 inch = 40 ft

UNLABLED NOTES:

1. ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS AND ADJACENT UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY OCCUR. GENERAL CONTRACTOR SHALL REVIEW ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT ALL E.I.E. (1-800-885-0222) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
4. MOVING OF GAS, ELECTRIC AND TELEPHONE SERVICES IF SHOWN ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES OR CONFLICTS.
5. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER, WATER MAIN AND GAS UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CHANGES PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
6. LIGHTING AND UNDERGROUND CABLE IF SHOWN ON PLANS ARE FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR SPECIFICATIONS AND DETAILS.
7. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED FINISH GRADES.
8. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
9. AT LOCATIONS WHERE WATER MAIN CROSSES BENCHMARK OR LESS THAN 18" ABOVE A BENCHMARK PROVIDE WATER MAIN PROTECTION PER STANDARD SPECIFICATIONS FOR SEWER AND WATER MAIN CONSTRUCTION IN LATEST EDITION.
10. ELEVATIONS GIVEN FOR STORM SEWER STRUCTURES LOCATED IN CURB LINE ARE PAVEMENT ELEVATIONS.
11. ALL WATER MAIN SHALL BE 5'-6" BELOW FINISHED GRADE TO TOP OF MAIN UNLESS NOTED OTHERWISE.
12. ALL EXISTING UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY UNEXPECTED FEATURES.
13. THE UNDERGROUND UTILITY INFORMATION AS SHOWN HERE ON IS BASED IN PART, UPON INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED HIGH CERTAIN.
14. ALL SANITARY AND STORM SEWER LENGTHS SHOWN ARE CENTER OF MANHOLE TO CENTER OF MANHOLE OR STORM MANHOLE TO P.E.S.
15. PROVIDE CONCRETE COLLAR FOR ALL BRASS STRUCTURES IN PAVEMENT, NOT ADJACENT TO CURB. SEE CONCRETE COLLAR DETAIL ON DETAIL SHEET.
16. CONTRACTOR SHALL CORRECT AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY MANHOLES.
17. EXTERNAL CHIMNEY SEALS ARE REQUIRED ON PROPOSED AND ADJACENT EXISTING SANITARY MANHOLES.
18. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEDUCTION PLAN FOR ITEMS DELETED.
19. ALL D.I. WATERMAIN FITTINGS SHALL BE WRAPPED.
20. ALL STORM STRUCTURES WITHIN THE CURB SHALL HAVE TYPE 11 FRAME AND GRATES.
21. ALL STORM SEWER, SANITARY SEWER, AND WATERMAIN FACILITIES PROPOSED WILL BE PRIVATE.
22. REFER TO THE CONSTRUCTION SPECIFICATIONS FOR SANITARY AND STORM SEWER MATERIAL SPECIFICATIONS.
23. THE FIRE WATER MAIN SERVING THE SPRINKLER SYSTEM IS TO BE REPLACED PRIOR TO THE BACKFLOW ASSEMBLY BEING INSTALLED. THE UNDERGROUND FIRE FLOWING FLOW RATE SHALL NOT BE LESS THAN ONE OF THE OPTIONS LISTED IN MPRA 24. NOTIFY THE LOCAL AUTHORITY TWENTY FOUR HOURS IN ADVANCE OF THE BEGINNING TO RETIEFS. A COPY OF THE TESTING DOCUMENTS IS TO BE PROVIDED TO THE LOCAL FIRE OFFICIAL AT THE COMPLETION OF THE TEST.

HIGHLIGHTED AREA SHOWS FULLERTON AVENUE STREETLIGHT RIGHT OF WAY IMPROVEMENTS TRANSFERRED TO THE VILLAGE OF CAROL STREAM

UTILITY CROSSINGS							
1. EX. ST OVER WM S/P ST = 793.84 T/P WM = 793.84	2. ST OVER WM S/P ST = 793.84 T/P WM = 793.84	3. ST OVER WM S/P ST = 797.41 T/P WM = 795.41	4. WM OVER SAN S/P SAN = 796.10 T/P WM = 792.15	5. ST OVER ST S/P ST = 797.89 T/P ST = 796.78	6. ST OVER ST S/P ST = 797.90 T/P ST = 796.14	7. ST OVER WM S/P ST = 798.53 T/P WM = 796.53	8. ST OVER WM S/P ST = 798.48 T/P WM = 796.48
9. EX. OVER EX. ST S/P ST = 796.54 T/P EX. ST = 792.78	10. ST OVER EX. ST S/P ST = 797.88 T/P EX. ST = 792.41	11. ST OVER SAN S/P SAN = 793.97 T/P SAN = 793.97	12. ST OVER SAN S/P SAN = 794.11 T/P SAN = 791.63	13. ST OVER WM S/P ST = 797.41 T/P WM = 795.41	14. ST OVER WM S/P ST = 797.41 T/P WM = 795.41	15. ST OVER WM S/P ST = 797.41 T/P WM = 795.41	16. ST OVER WM S/P ST = 797.41 T/P WM = 795.41

NOTE: WATER AND SEWER CROSSINGS SHALL MEET STATE EPA SEPARATION AND PIPE MATERIAL REQUIREMENTS (SEE DETAIL SHEET).



550 CENTER AVENUE
VILLAGE OF CAROL STREAM, ILLINOIS
UTILITY PLAN

7 of 14
LOP/02/01

**550 Center Avenue - Logistics Property Company Warehouse
Inventory of Public Improvements**

	ITEM	QUANTITY	UNIT	EST. UNIT PRICE		TOTAL
Sidewalk	Fullerton Avenue Sidewalk with Subbase	4200	SF	\$	3.50 \$	14,700.00
	Thermoplastic Pavement Marking, 6"	92	LF	\$	1.50 \$	138.00
Streetlight System	Streelights w. Associated Foundation, Hand Holes, Duct and Wire	6	EA	\$	6,000.00 \$	36,000.00
					Sum of Improvements	\$ 50,838.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A PLAT OF RESUBDIVISION
(CAROL STREAM MARKETPLACE SUBDIVISION, 520 E. NORTH AVENUE)
PIN#05-04-101-017 AND 05-04-101-018**

WHEREAS, Mr. Robertino Presta, hereinafter referred to as the Petitioner, has requested approval of a Plat of Resubdivision to create six lots of approximately 3.806 acres, 2.747 acres, 0.998 acres, 16.044 acres, 1.004 acres, and 2.382 acres at 520 E. North Avenue, in accordance with Section 7-2-6 of the Carol Stream Subdivision Code; and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on August 10, 2020, considered the Plat of Resubdivision and has found it to be in conformance with the Zoning Code, the Subdivision Code, and other Codes of the municipality relating to the particular property herein proposed to be subdivided; and

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

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

SECTION 1: Approval is hereby given to the Plat of Resubdivision, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Spaceo Inc., 9575 W. Higgins Road, Suite 700, Rosemont, Illinois, 60018, and Third Amendment to the Declarations of Easements, Restrictions, and Covenants, made part of this Resolution as Exhibit “B”, prepared by Daniel R. Ansani, 1411 W. Patterson Avenue, Suite 202, Park Ridge, Illinois, 60068.

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

PASSED AND APPROVED THIS 5th DAY OF APRIL, 2021.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

P.L.N.: 05-04-101-017 (ADDRESS: 594-86 E NORTH AVE, CAROL STREAM, IL 60188)
05-04-101-018 (ADDRESS: 850 E NORTH AVE, CAROL STREAM, IL 60188)

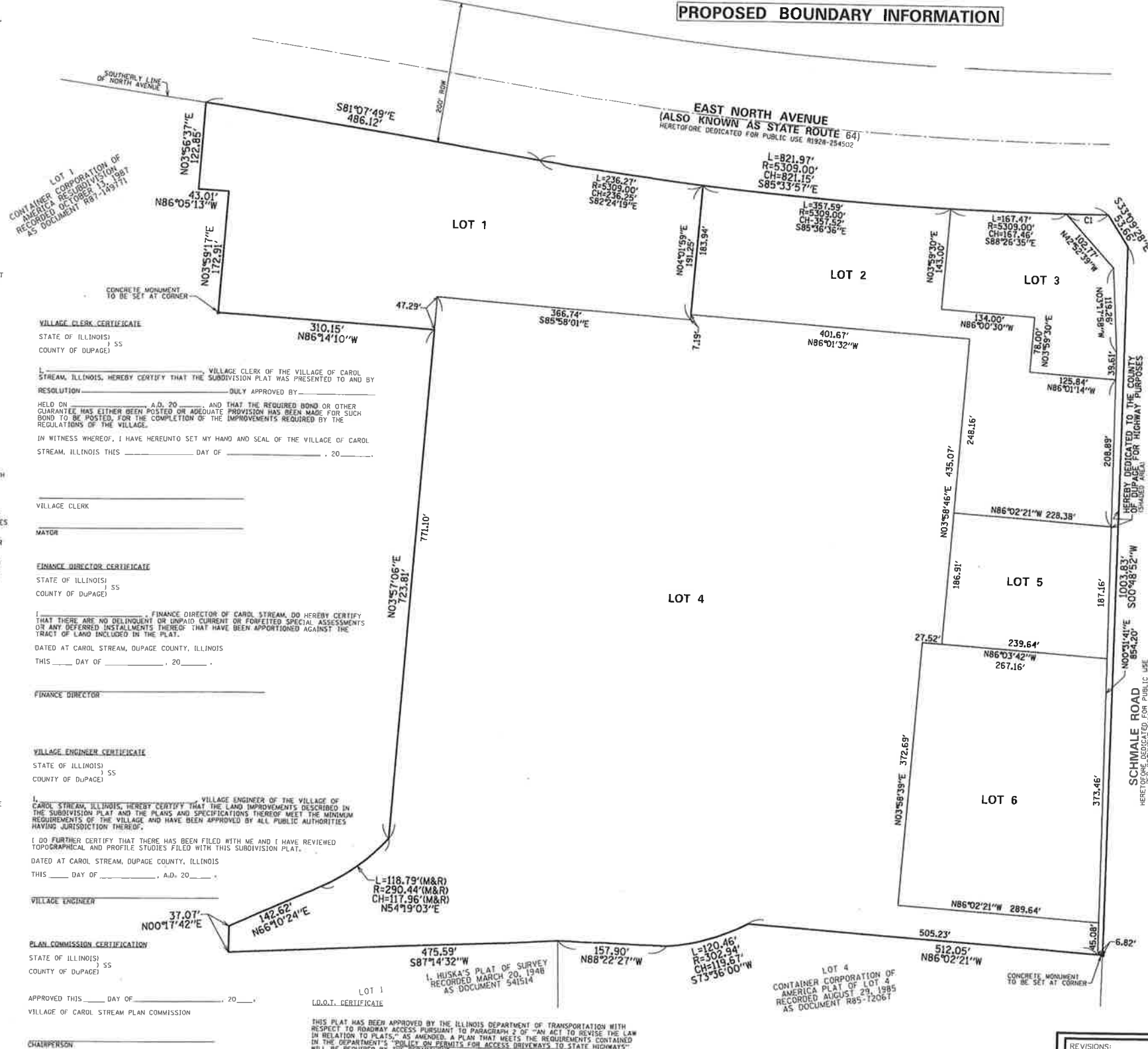
TAXING DISTRICTS:
VILLAGE OF CAROL STREAM
SPECIAL SERVICE DIST:
SPECIAL POLICE DIST:
FIRE PROTECTION DIST: CAROL STREAM
LIBRARY DIST: CAROL STREAM
PARK DIST: CAROL STREAM
SANITARY DIST: HEATON
MOSQUITO ABT DIST: HEATON
SURFACE WATER DIST:
UNIT SCHOOL DIST: DISTRICT 200
HIGH SCHOOL DIST: DISTRICT 200
COMM COLLEGE DIST: COLLEGE OF DUPAGE 502
OTHER DIST:
WATER COMMISSION: DUPAGE WATER COMMISSION
AIRPORT AUTHORITY: DUPAGE AIRPORT AUTHORITY

LOT	SQ. FT.	ACRES
LOT 1	165,806	3.806
LOT 2	119,661	2.747
LOT 3	43,058	0.988
LOT 4	698,857	16.044
LOT 5	43,729	1.004
LOT 6	103,712	2.382
DEDICATION	12,925	0.297
TOTAL	1,187,808	27.268

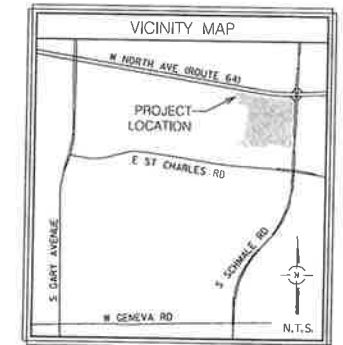
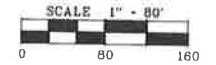
CAROL STREAM MARKETPLACE SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY

PROPOSED BOUNDARY INFORMATION



CI=L=60.64'
R=5309.00'
CH=60.64'
S89°40'27"E



RECORD LEGAL DESCRIPTION OF THAT PORTION HEREBY DEDICATED TO THE COUNTY OF DUPAGE FOR HIGHWAY PURPOSES:

THAT PART OF LOTS 1 AND 2 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 1, BEING A POINT ON THE SOUTH LINE OF NORTH AVENUE (ILLINOIS ROUTE 64); THENCE SOUTH 37 DEGREES 01 MINUTES 56 SECONDS EAST ALONG THE NORTHEASTERN LINE OF SAID LOT 1, A DISTANCE OF 53.66 FEET TO A CORNER OF SAID LOT 1; THENCE SOUTH 03 DEGREES 03 MINUTES 36 SECONDS EAST ALONG THE EASTERN LINE OF SAID LOT 1 AND 2M A DISTANCE OF 100.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 48.82 FEET; THENCE NORTH 07 DEGREES 16 MINUTES 26 SECONDS WEST, A DISTANCE OF 59 MINUTES 11 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 6.82 FEET; THENCE NORTH 07 DEGREES 26 MINUTES 47 SECONDS WEST, A DISTANCE OF 100.77 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 1, BEING ALSO THE SOUTHERLY LINE OF SAID NORTH AVENUE; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF SAID NORTH AVENUE, BEING A CURVED LINE CONVEX SOUTHERLY AND HAVING A RADIUS OF 5309.00 FEET, AN ARC DISTANCE OF 60.65 FEET TO THE POINT OF BEGINNING THE CHORD OF SAID ARC BEARS NORTH 86 DEGREES 21 MINUTES 07 SECONDS EAST, 60.65 FEET, ALL IN DUDA'S FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 2006 AS DOCUMENT R2006-128930, IN DUPAGE COUNTY, ILLINOIS.

COUNTY ENGINEER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY 36 (SCHAUMALE ROAD) PURSUANT TO 196.115 ILCS 205/2; HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHT OF WAY.

DATED THIS _____ DAY OF _____, 20____.

DUPAGE COUNTY ENGINEER

STATE OF ILLINOIS) SS
COUNTY OF COOK)

WE DECLARE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY SPACED, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

SAID PROPERTY CONTAINS 1,187,808 SQUARE FEET OR 27.268 ACRES, MORE OR LESS.

WE FURTHER DECLARE THAT THE LAND IS WITHIN THE VILLAGE OF CAROL STREAM WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE II OF THE ILLINOIS MUNICIPAL CODE AS AMENDED.

WE FURTHER DECLARE, BASED UPON A REVIEW OF THE FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY PANEL MAP NUMBER 1703000000 WITH EFFECTIVE DATE DECEMBER 16, 2004, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES WITHIN "ZONE X" UNSHADED AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY SAID F.I.R.M. MAP.

WE FURTHER DECLARE THAT STEEL RE-ENFORCING RODS (UNLESS OTHERWISE NOTED) WILL BE SET AT ALL LOT CORNERS.

GIVEN UNDER MY HAND AND SEAL IN ROSEMONT, ILLINOIS, THIS _____ DAY OF _____, 20____.

GABRIELA PTASINSKA, I.P.L.S. NO. 035-3893
LICENSE EXPIRES 11-30-2020
GPTASINSKA@SPACED.COM

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

OWNER'S CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS/ARE THE OWNER/OWNERS OF THE LAND DESCRIBED IN THE SUBDIVISION PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AND RESUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES/DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DEDICATES/DEDICATE FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR THROUGHFARES, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES/PRESERVE AND GRANTS/GRANT TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM ATTACHED HERETO.

PURSUANT TO SECTION 1005 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT, TO THE BEST OF THE OWNER'S KNOWLEDGE, THE SCHOOL DISTRICTS IN WHICH THE TRACT OF LAND LIES, IS IN THE FOLLOWING DISTRICTS:

UNIT SCHOOL DISTRICT 200
COLLEGE OF DU PAGE DISTRICT 502

DATED THIS _____ DAY OF _____, 20____.

OWNER

ADDRESS

NOTARY CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF _____)

I, _____, AS NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT

PERSON/PERSONS WHOSE NAME/NAMES IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER/OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS SUBDIVISION PLAT AS HIS/HER/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL
THIS _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC

SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT SUCH SURFACE WATER DRAINAGE WILL NOT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION, THE UNDERSIGNED OWNER OR DULY AUTHORIZED AGENT FURTHER ACKNOWLEDGES THE EXISTENCE OF THE ORDINANCES OF THE VILLAGE OF CAROL STREAM AND RESTRICTS THE FURTHER USE OF THE LAND HEREIN SUBDIVIDED IN THAT NO BUILDING PERMITS SHALL BE SOUGHT BY THE UNDERSIGNED OWNER OR AGENT OR THEIR SUCCESSORS, IN INTEREST OR ISSUED BY THE VILLAGE FOR CONSTRUCTION OF SUCH LAND UNITS, AND UNLESS THE CONSTRUCTION AND THE CHANGES IN THE LAND BROUGHT ABOUT BY SUCH CONSTRUCTION AND TOPOGRAPHICAL CHANGE COMPLY WITH THE ORDINANCES OF THE VILLAGE RELATING TO SURFACE WATERS, DRAINAGE, WATER RETENTION AND DETENTION, INCLUDING THOSE ORDINANCES ASSUMING THE CONSTRUCTION OF SUCH IMPROVEMENTS THROUGH THE POSTING OF SECURITY.

DATED THIS _____ DAY OF _____, A.D. 20____.

REGISTERED PROFESSIONAL ENGINEER

OWNER'S OR ATTORNEY

COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, AFORESAID ON THIS _____ DAY OF _____, A.D. _____, AT _____ O'CLOCK _____ M., AND WAS RECORDED IN PLAT CABINET _____ AT SLIDE NO. _____, AS DOCUMENT NO. _____.

DUPAGE COUNTY RECORDER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, _____, COUNTY CLERK IN AND FOR DUPAGE COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, AND NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AND PLATTED HEREON.

THIS _____ DAY OF _____, IN THE YEAR 20____.

BY _____
DUPAGE COUNTY CLERK

VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, _____, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE SUBDIVISION PLAT WAS PRESENTED TO AND BY RESOLUTION _____ DULY APPROVED BY _____

HELD ON _____, A.D. 20____, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

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

VILLAGE CLERK

MAYOR

FINANCE DIRECTOR CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

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

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

FINANCE DIRECTOR

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

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

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

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS
THIS _____ DAY OF _____, A.D. 20____.

VILLAGE ENGINEER

PLAN COMMISSION CERTIFICATION

STATE OF ILLINOIS) SS
COUNTY OF DUPAGE)

I, _____, APPROVED THIS _____ DAY OF _____, 20____.

VILLAGE OF CAROL STREAM PLAN COMMISSION

CHAIRPERSON

L.O.O.T. CERTIFICATE

THIS PLAT HAS BEEN APPROVED BY THE ILLINOIS DEPARTMENT OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS PURSUANT TO PARAGRAPH 2 OF "AN ACT TO REVISE THE LAW IN RELATION TO PLATS," AS AMENDED, A PLAN THAT MEETS THE REQUIREMENTS CONTAINED IN THE DEPARTMENT'S "POLICE ON PERMITS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS" WILL BE REQUIRED BY THE DEPARTMENT.

ANTHONY J. QUIGLEY, P.E.
REGION ONE ENGINEER

PREPARED FOR:
520 E NORTH AVENUE LLC
520 E NORTH AVENUE
CAROL STREAM, IL 60188

FOR REVIEW
PURPOSES ONLY

REVISIONS:	DATE	BY
02/22/2019	G. P.	
11/06/2019	G. P.	
12/18/2019	G. P.	
01/08/2020	G. P.	
06/01/2020	G. P.	
07/02/2020	G. P.	



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700,
Rosemont, Illinois 60018

Phone: (847) 696-4060 Fax: (847) 696-4065

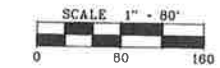
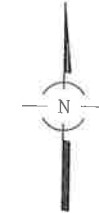
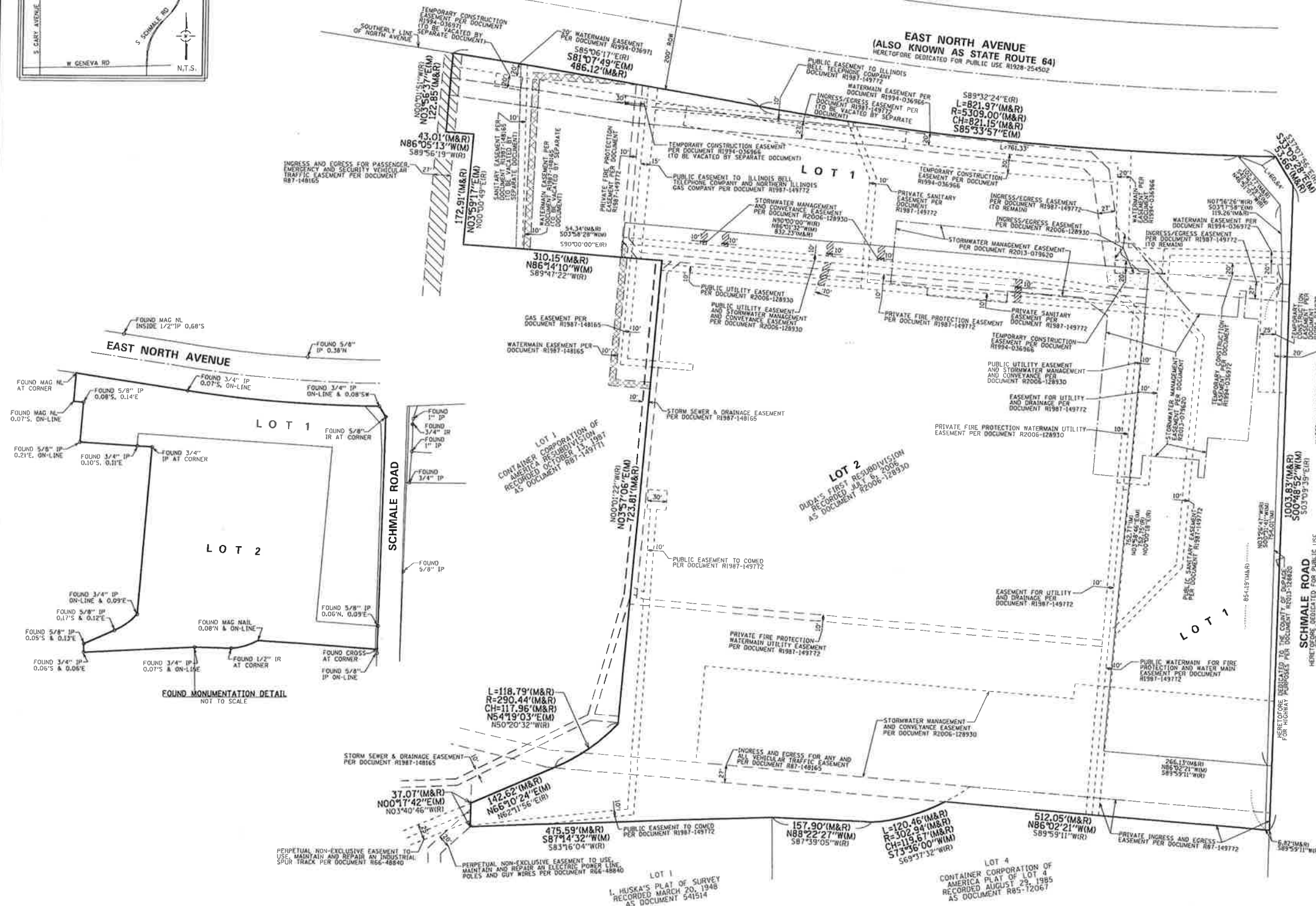
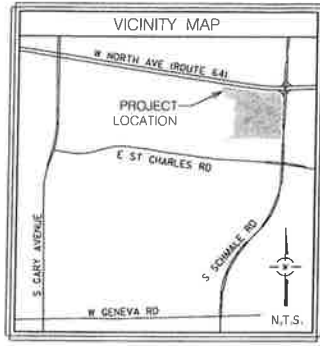
DATE: 09/21/2018
JOB NO: 10173
FILENAME: 10173SUB-01
SHEET: 1 OF 2

P.I.N.: 05-04-101-017 (ADDRESS: 534-86 E NORTH AVE, CAROL STREAM, IL 60188)
 05-04-101-018 (ADDRESS: 550 E NORTH AVE, CAROL STREAM, IL 60188)

CAROL STREAM MARKETPLACE SUBDIVISION

BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY

EXISTING BOUNDARY INFORMATION



BASIS OF BEARINGS:
 TRUE NORTH BASED ON GEODETIC
 OBSERVATION IL EAST ZONE

- IR - IRON ROD
 - IP - IRON PIPE
 - UM - MEASURED
 - GR - RECORD
- [Symbol] STORMSEWER MANAGEMENT EASEMENT PER DOCUMENT R2003-079620
 - [Symbol] WATERMAIN EASEMENT PER DOCUMENT R1987-148165
 - [Symbol] INGRESS AND EGRESS FOR PASSENGER, EMERGENCY AND SECURITY VEHICULAR TRAFFIC EASEMENT PER DOCUMENT R87-148165
 - [Symbol] INGRESS AND EGRESS FOR ANY AND ALL VEHICULAR TRAFFIC EASEMENT PER DOCUMENT R87-148165
 - [Symbol] PRIVATE INGRESS AND EGRESS AND PRIVATE UTILITIES PER DOCUMENT R87-149772

OVERALL PROPERTY DESCRIPTION:
 LOT 1 & 2 IN DUDA'S FIRST RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHWEST QUARTER SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 2008 AS DOCUMENT R2008-128930, IN DUPAGE COUNTY, ILLINOIS.

NOTE:
 THE SURVEY WAS PREPARED WITH THE BENEFIT TO LOT 1 ONLY.
 ADDITIONAL EASEMENTS MAY EXIST OVER LOT 2.
 UNLESS STATED OTHERWISE, ALL EASEMENTS SHOWN WITHIN LOT 1 & 2 SHALL REMAIN PER THIS SUBDIVISION.

PREPARED FOR:
 550 E NORTH AVENUE LLC
 550 E NORTH AVENUE
 CAROL STREAM, IL 60188

FOR REVIEW
 PURPOSES ONLY

REVISIONS: 02/22/2019 G.P. 11/06/2019 G.P. 12/18/2019 G.P. 01/08/2020 G.P. 06/01/2020 G.P. 07/02/2020 G.P.		CONSULTING ENGINEERS SITE DEVELOPMENT ENGINEERS LAND SURVEYORS	DATE: 09/21/2018 JOB NO: 10173 FILENAME: 10173SUB-01 SHEET: 2 OF 2
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9575 W Higgins Road, Suite 202
 Rosemont, Illinois 60018
 Phone: (847) 696-4040 Fax: (847) 696-4065

EXHIBIT B

INSTUMENT PREPARED BY AND

MAILED TO:

DANIEL R. ANSANI

1411 W. Paterson Ave., Ste 202

Park Ridge, IL 60068

THIRD AMENDMENT TO THE DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS

This Third Amendment to the Declaration of Easements, Restrictions and Covenants is made as of this _____ day of March, 2021 by 520 E. North Ave., LLC, an Illinois limited liability company ("Declarant")

RECITALS:

- A. Declarant is the owner of the certain real property located in the County of DuPage, State of Illinois that is legally described in Exhibit "A" attached hereto (the "Property")
- B. That the Declaration of Easements, Restrictions and Covenants dated May 7, 2014 ("Declaration") with respect to the property, was recorded in DuPage County Recorder's office as Document R2014-042899. The First Amendment to the Declaration was recorded as Document R2018-0552346. The Second Amendment to the Declaration was recorded as Document R2019-104060 (the "Amendments")
- C. That the Declarant/Owner is desirous of filing a plat of Resubdivision with the Village of Carol Stream, the County of DuPage, State of Illinois, in which the Property is resubdivided from 2 Lots to 6 Lots.
- D. That Declarant desires to reacknowledge and reincorporate the easements, covenants, conditions and restrictions from the original 2 Lot Subdivision as part of the Subdivision in to the 6 Lot Subdivision, and those contained in the Mutual Vacation and Grant of Easement agreement dated September 29, 1987 and recorded in the DuPage County Recorder's office as document R87-148165.

GRANT AND DECLARATION

1. The Declarant reaffirms that all of the terms, provisions and conditions of the Declaration and Amendments are valid, binding and in full force and effect. This includes but not limited to Definition, Easements, Cross Access Easements, Ingress and Egress Easements, Cross Parking Easements, Temporary Construction Easements, Insurance provisions, Shared Detention Area and all maintenance provisions, Design Restrictions, Constructions Restrictions, Use Restrictions and Requirements, Restrictive Uses, Shopping Center Sign Criteria, Covenants, Restrictions and Conditions of Record and all Obligations, Rights and Duties.
2. All of the terms, provisions and conditions provided for in the Declaration and Amendments shall be effective, valid and binding for the Carol Stream Marketplace Subdivision to be filed and approved therein.
3. The Declarant hereby declares, grants, establishes, covenants and agrees that the Parcels depicted as Lots upon the Plat of Subdivision Carol Stream Marketplace Subdivision and all present and future Owners and Permittees of the six (6) Parcels (Lots) shown therein shall be and are subject to the terms, covenants, easements, restrictions and conditions as set forth in the Declaration recorded as Document R2014-042899 and the Amendments recorded as Document Numbers R2018-052346 and R2019-104060, so that said Parcels (Lots) shall be maintained, kept, sold and used to full compliance with and subject to the said Declaration and the Amendments.
4. That the Mutual Easements for Ingress and Egress are hereby vacated as shown on the Plat of Vacation prepared by Spaceco dated December 12, 2019 and attached as Exhibit "B" hereto. Also, the existing Ingress and Egress Easement as shown on the Resolution Approving A Final Plat of Subdivision, Duda Subdivision recorded as R87-149772 is hereby vacated and relocated as show on Group Exhibit "C" herein.
5. That the Mutual Easements for Ingress and Egress are hereby relocated on the Carol Stream Marketplace Subdivision as shown on the attached Exhibits which depict the Ingress and Egress Easement Limits and attached as Group Exhibit "C" herein.
6. All of the other Ingress and Egress Easements as shown on Document R87-148165 are to remain in full force and effect as shown on said documents and as related to the Container Corporation of America property. This includes all rights, duties and obligations.

SEE ATTACHED FOR SIGNATURE PAGES

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment as of the date first above written.

520 East North Avenue, LLC

By: ROBERTINO PRESTA, MANAGER

Consent: MORTGAGER

WINTRUST BANK, its successors and/or assigns as their interest may appear

By: _____

Name _____

Title _____

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment as of the date first above written.

520 East North Avenue, LLC

By: ROBERTINO PRESTA, MANAGER

Consent: MORTGAGER

WINTRUST BANK, its successors and/or assigns as their interest may appear

By: _____

Name _____

Title _____

STATE OF _____)
) SS.
COUNTY OF _____)

I, _____ a Notary Public in and for the County and State aforesaid
DO HEREBY CERTIFY THAT Robertino Presta, Manager of 520 East North Avenue LLC. an
Illinois Limited Liability Company, is personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such manager and appeared before me this day in person
and acknowledged, signed and delivered said instrument as his free and voluntary act and as the free
and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of March, 2021

My Commission Expires:

Notary Public

EXHIBIT "A"

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Carol Stream, County of DuPage, State of Illinois, described as follows:

Parcel 1:
Lot 1 in in Duda's First Resubdivision, being a Resubdivision of part of the Southwest quarter Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the Northwest quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 6, 2006 as document R2006-128930, in DuPage County, Illinois.

Parcel 1A:
Lot 2 in in Duda's First Resubdivision, being a Resubdivision of part of the Southwest quarter Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of the Northwest quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 6, 2006 as document R2006-128930, in DuPage County, Illinois.

Parcel 2:

Easements for the benefit of Parcels 1 and 1A created by Reciprocal Grant of Storm Water System, Access and Maintenance Easements Agreements dated June 30, 1996 and recorded July 6, 2006 as document R2006-128929 made by and between Carol Stream Partners and Germania Place, LLC.

Parcel 3:

Perpetual non-exclusive easement in favor of Parcel 1A to use, maintain and repair an electric power line, poles and guy wires, granted in Special Warranty Deed recorded December 20, 1966 as document R66-48840 within that part of Container Corporation of America Plat of Lot One recorded November 19, 1962 as document R62-41377, and that part of Container Corporation of America Plat of Lot Two, recorded March 22, 1965, as document R65-8739, said Plats being part of Section 33, Township 40 North, Range 10, East of the Third Principal Meridian, and part of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, described by beginning at the Southwest corner of said Lot One in document R66-48840, said corner being the point of intersection of the Easterly line of St. Stephens Cemetery with the Northerly line of the right of way of the Chicago Great Western Railway, and running thence North 6 degrees 51 minutes East, along said Easterly line (being also the Westerly line of said Lot One), 130.25 feet to the Northeast corner of said cemetery, thence North 4 degrees 07 minutes East, along the Westerly line of said Lot One, 66.0 feet; thence South 85 degrees 53 minutes East, 66.00 feet; thence South 4 degrees 07 minutes West, 67.57 feet; thence South 6 degrees 51 minutes West, 66.9 feet to a line that is parallel with and 66.0 feet Northerly (normally distant) from the right of way of said Chicago Great Western Railway; thence South 82 degrees 12 minutes East, along said parallel line, 804.18 feet; thence Easterly on a curve to the left having a radius of 5563.65 feet for a distance of 73.02 feet; thence North 3 degrees 13 minutes West along a line that is parallel with and 20.0 feet Westerly from the Westernmost Easterly line of said Lot One, a distance of 63.59 feet; thence North 47 degrees 38 minutes East, parallel with and 20.0 feet normally distant Northwesterly from the Southeasterly line of said lot one, 78.1 feet; thence North 87 degrees 26 minutes East parallel with the Southerly line of said Lot Two and 20.0 feet normally distant (Northerly from said Southerly line), 250.06 feet; thence North 3 degrees 02 minutes East, 88.63 feet to the Southerly line of Parcel 1 of document R66-48840; thence South 85 degrees 56 minutes East along said South line, 15.0 feet; thence South 3 degrees 02 minutes West, 106.97 feet to said Southerly line of Lot Two; thence South 87 degrees 26 minutes West along said Southerly line, 248.4 feet to the Southwest corner of said Lot Two; thence South 47 degrees 38 minutes West, along the Southeasterly line of said Lot one, 61.35 feet; thence South 3 degrees 13 minutes East, along the Southernmost Easterly line of said Lot One, 124.95 feet to the Southeast corner of said Lot One; thence Westerly on a curve to the right having a radius of 5629.65 feet for a distance of 106.2 feet

(being along a Southerly line of said Lot One) to the point of tangency of said curve; thence North 82 degrees 12 minutes West, along a Southerly line of said Lot One, 869.1 feet to the point of beginning, in DuPage County, Illinois, (except that part falling in Parcel 1)

Parcel 4:

Perpetual right and easement as created by instrument recorded February 3, 1961 as document 995670 as amended by instrument recorded April 12, 1989 as document R89-041321 for the discharge and transmission of surface drainage from the land in, upon and under the "Reconfigured Drainage Parcel" as defined therein.

Parcel 5:

Easement and right of way for the benefit of Parcels 1 and 1A for (i) subsurface storm sewer and drainage lines and surface drainage ways then existing or thereafter created by the owner of the CCA Parcel (as defined in document R87-148165) and (ii) the existing retaining pond and the water therein, created by the instrument recorded October 8, 1987 as document R87-148165, over, across, upon and under the CCA Parcel, including the following described property: That part of Container Corporation of America Plat of Lot One (recorded November 19, 1962 as document number R62-41377, in Du Page County, Illinois) and across that part of Container Corporation of America Plat of Lot Three (recorded November 10, 1969 as document R69-48794, in Du Page County, Illinois), described by commencing at the Southwest corner of said Container Corporation of America Plat of Lot Three and running thence North 3 degrees 40 minutes 46 seconds West along the West line of said Lot Three, 75.60 feet for a point of beginning; thence South 59 degrees 19 minutes 00 seconds West, along a Southerly line of said easement, 24.25 feet; thence South 83 degrees 28 minutes 00 seconds West, along a Southerly line of said easement, 251.07 feet; thence North 32 degrees, 00 minutes, 00 seconds West, 10.0 feet; thence North 83 degrees 28 minutes 00 seconds East, along a Northerly line of said easement, 248.93 feet; thence North 59 degrees 19 minutes 00 seconds East, along a Northerly line of said easement, 227.36 feet; thence North 11 degrees 27 minutes 00 seconds East, along a Westerly line of said easement, 195.09 feet; thence North 00 degrees 01 minutes 16 seconds East, along a West line of said easement, 522.73 feet; thence North 89 degrees 49 minutes 00 seconds East, along a North line of said easement, 10.0 feet; thence South 0 degrees 01 minutes 16 seconds West, along an East line of said easement, 523.77 feet; thence South 11 degrees 27 minutes 00 seconds West along an easterly line of said easement, 192.20 feet; thence South 89 degrees 55 minutes 00 seconds East, along a Northerly line of said easement, 38.08 feet; thence South 0 degrees 01 minutes 16 seconds West, along an East line of said easement, 10.0 feet; thence North 89 degrees 55 minutes 00 seconds West, along a southerly line of said easement, 42.32 feet; thence South 59 degrees 19 minutes 00 seconds West, along a Southerly line of said easement, 205.09 feet to the point of beginning, in DuPage County, Illinois.

Parcel 6:

Easement for the benefit of Parcel 1A, created by instrument recorded October 8, 1987 as document R87-148165, for the purposes of maintaining and operating the existing water lines, under the following described property: That part of Container Corporation of America Plat of Lot Three (recorded November 10, 1969 as document R69-48794, in Du Page County, Illinois) described by commencing at the intersection of the Westerly line of said Lot Three with the Southerly right of way line of North Avenue (State Route 64) and running thence South 3 degrees 40 minutes 46 seconds East, along the Westerly line of said Lot Three, 290.78 feet; thence North 89 degrees 49 minutes 00 seconds East, 207.76 feet for a point of beginning; thence continuing North 89 degrees 49 minutes 00 seconds East, along a North line of said easement, 10.00 feet; thence due South along an East line of said easement, 190.22 feet; thence due East along a North line of said easement, 55.23 feet; thence South 0 degrees 01 minutes 16 seconds West, along an East line of said easement, 10.00 feet; thence due West along the South line of said easement, 65.23 feet; thence due North along the West line of said easement, 200.18 feet to the point of beginning, in DuPage County, Illinois.

Parcel 7:

Easement and right of way for the benefit of Parcels 1 and 1A created by instrument recorded October 8, 1987 as document R87-148165 for the purpose of ingress and egress for passenger, emergency and

security vehicular traffic only, on, over, upon and across the following described property:

(a) the West half of that part of Container Corporation of America Plat of Lot One (recorded November 19, 1962 as document R62-41377, in Du Page County, Illinois), described by commencing at the intersection of the Easterly line of said Container Corporation of America Plat of Lot One and the Southerly line of the right of way of North Avenue (State Bond Issue Route 64) and running thence North 85 degrees 0 minutes 37 seconds West, along said Southerly right of way line, 48.14 feet to the East line of said easement for a point of beginning; thence South 0 degrees 01 minutes 51 seconds East, along the East line of said easement, 121.59 feet to the South line of said easement; thence South 89 degrees 56 minutes 19 seconds West, along said South line, 27.00 feet; thence North 0 degrees 01 minutes 51 seconds West, along the West line of said easement, 123.97 feet to said Southerly right of way line; thence South 85 degrees 01 minutes 37 seconds East along said Southerly right of way line, 27.10 feet to the point of beginning, in DuPage County, Illinois.

also

(b) That part of Container Corporation of America Plat of Lot One (recorded November 19, 1962 as document R62-41377, in Du Page County, Illinois), described by commencing at the intersection of the Easterly line of said Container Corporation of America Plat of Lot One and the Southerly line of the right of way of North Avenue (State Bond Issue Route 64) and running thence North 85 degrees 01 minutes 37 seconds West, along said Southerly right of way line, 48.14 feet; thence South 0 degrees 01 minutes 51 seconds East, 121.59 feet for a point of beginning; thence South 0 degrees 01 minutes 32 seconds West, along the East line of said easement, 907.47 feet; thence North 81 degrees 10 minutes 37 seconds West, 27.32 feet; thence North 0 degrees 01 minutes 32 seconds East, along the West line of said easement, 903.25 feet; thence North 89 degrees 56 minutes 19 seconds East, 27.00 feet to the point of beginning, in DuPage County, Illinois.

Parcel 8A:

Easement and right of way for the benefit of Parcel 1A, created by instrument recorded October 8, 1987 as document R87-148165, for the purpose of ingress and egress for any and all vehicular traffic, on, over, upon and across the following described property: That part of Container Corporation of America Plat of Lot One (recorded November 19, 1962 as document R62-41377, in Du Page County, Illinois), and across that part of Container Corporation of America Plat of Lot Three (recorded November 19, 1969 as document R69-48794, in Du Page County, Illinois), described by commencing at the intersection of the Easterly line of said Container Corporation of America Plat of Lot 1 and the Southerly line of the right of way of North Avenue (State Bond Issue Route 64) and running thence North 85 degrees 01 minutes 3 seconds West, along said Southerly right of way line 48.14 feet; thence South 0 degrees 01 minutes 51 seconds East 121.59 feet; thence South 0 degrees 01 minutes 32 seconds West, 907.47 feet for a point of beginning; thence South 81 degrees 10 minutes 37 seconds East, along a Northerly line of said easement, 239.98 feet to an angle point in said easement; thence North 89 degrees 59 minutes 00 seconds East, along a North line of said easement, 53.00 feet; thence Southwesterly along a curve to the right having a radius of 290.44 feet, a long chord bearing of South 57 degrees 19 minutes 36 seconds West, and a long chord length of 49.13 feet for an arc distance of 49.19 feet; thence South 62 degrees 10 minutes 40 seconds West, tangent to the last described course, 1.05 feet; thence South 89 degrees 59 minutes 00 seconds West, along a South line of said easement, 12.78 feet to an angle point in said easement; thence North 81 degrees 10 minutes 37 seconds West, along a Southerly line of said easement, 237.90 feet; thence South 0 degrees 01 minutes 32 seconds West, along an East lot of said easement, 64.45 feet to a point of curvature; thence Southeasterly along an Easterly line of said easement, being on a curve to the left having a radius of 476.5 feet, a long chord bearing of South 15 degrees 13 minutes 28 seconds East, and a long chord length of 250.67 feet for an arc distance of 253.65 feet to the South line of said Container Corporation of America Plat of Lot One at a point 32.82 feet Westerly of the Southeast corner thereof; thence Westerly along said South line, 32.08 feet; thence Northwesterly along a Westerly line of said easement, being on a curve to the right having a radius of 503.5 feet, along chord bearing of North 14 degrees 12 minutes 42 seconds West, and a long chord length of 247.66 feet, for an arc distance of 250.23 feet to a point of tangency; thence North 0 degrees 01 minutes 32 seconds East along the West line of said easement, 95.95 feet; thence South 81 degrees 10 minutes 37 seconds East, 27.32 feet to the point of beginning, in DuPage County, Illinois.

Parcel 8B:

Non-exclusive easement for the benefit of Parcel 1A as created by the Easement Agreement recorded August 11, 1961 as document R61-17818, for pedestrian and vehicular traffic over and upon the following described strip of land, to-wit: That part of the Northwest quarter of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, described by commencing at the Northeast corner of the Northwest quarter of said Section 4 and running thence Southerly along said East line 10.4 feet to the center line of State Bond Issue Highway Route 64, also known as North Avenue; thence Westerly along said center line, being on a curve to the right having a radius of 5209 feet for a distance of 932.5 feet to the point of tangency of said curve; thence continuing along the tangent to said curve, said tangent bearing North 81 degrees 00 minutes West and being along said center line, for a distance of 435.0 feet to an iron rod set in said center line, said iron rod being on a line drawn parallel with the East line of said Northwest quarter, and drawn through the most Northerly Northwest corner of a tract of land now or formerly owned by Marie I. Huska, a Plat of Survey of which tract was recorded March 20, 1948 as document 541515; thence South 0 degrees 24 minutes West, along said parallel line, 1295.71 feet to the aforesaid most Northerly Northwest corner of said Huska Tract; thence South 47 degrees 38 minutes West, 61.35 feet to the most Westerly Northwest corner of said Huska Tract; thence South 3 degrees 13 minutes East, along a Westerly line of said tract 124.95 feet to the Northerly right of way line of the Chicago Great Western Railway for a point of beginning; thence Easterly along said Northerly right of way line, 22 feet to the most Southerly West line of said Marie I. Huska's Survey; thence South along said West line, 50.45 feet to the Northerly line of the normal 100 foot right of way of said railway; thence Southeasterly in a straight line crossing said normal right of way to a point on the Southerly line of said normal right of way that is 1.0 feet East of the East line of Main Street; thence Westerly along said Southerly line, 34 feet to the center line of Main Street; thence South; along said center line, to the Northerly line of St. Charles Road (State Aid Route 7); thence Westerly along said Northerly line to the West line of said Main Street; thence North, along said West line to said Southerly line of the normal 100 foot right of way of said railway; thence Northwesterly in a straight line and crossing said right of way to a point on said Northerly right of way line that is 106.2 feet Westerly measured along said Northerly right of way line from the point of beginning; thence Easterly along said right of way line being on a curve to the left having a radius of 5629.65 feet for a distance of 106.2 feet to the point of beginning, in DuPage County, Illinois.

Parcel 9:

Non-exclusive, perpetual easements for the benefit of Parcel 1A created by the Plat of Duda Subdivision recorded October 13, 1987 as document R87-149772 for private ingress and egress and private utilities, as follows:

(A) Under, over, upon, across and through those portions of the land described on the Plat of Duda Subdivision, aforesaid, as private ingress and egress easement for the purpose of vehicular and pedestrian access ingress and egress between the land and the public right of way;

and

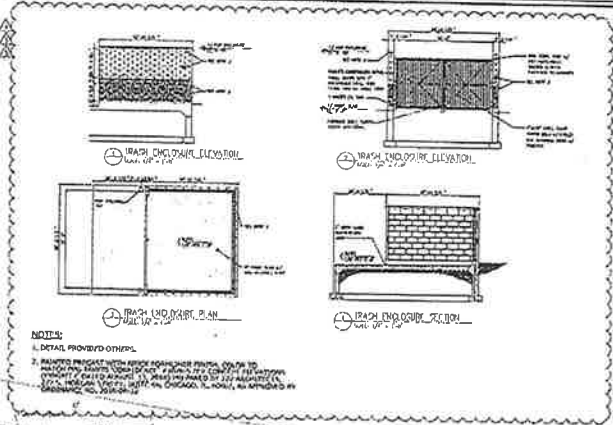
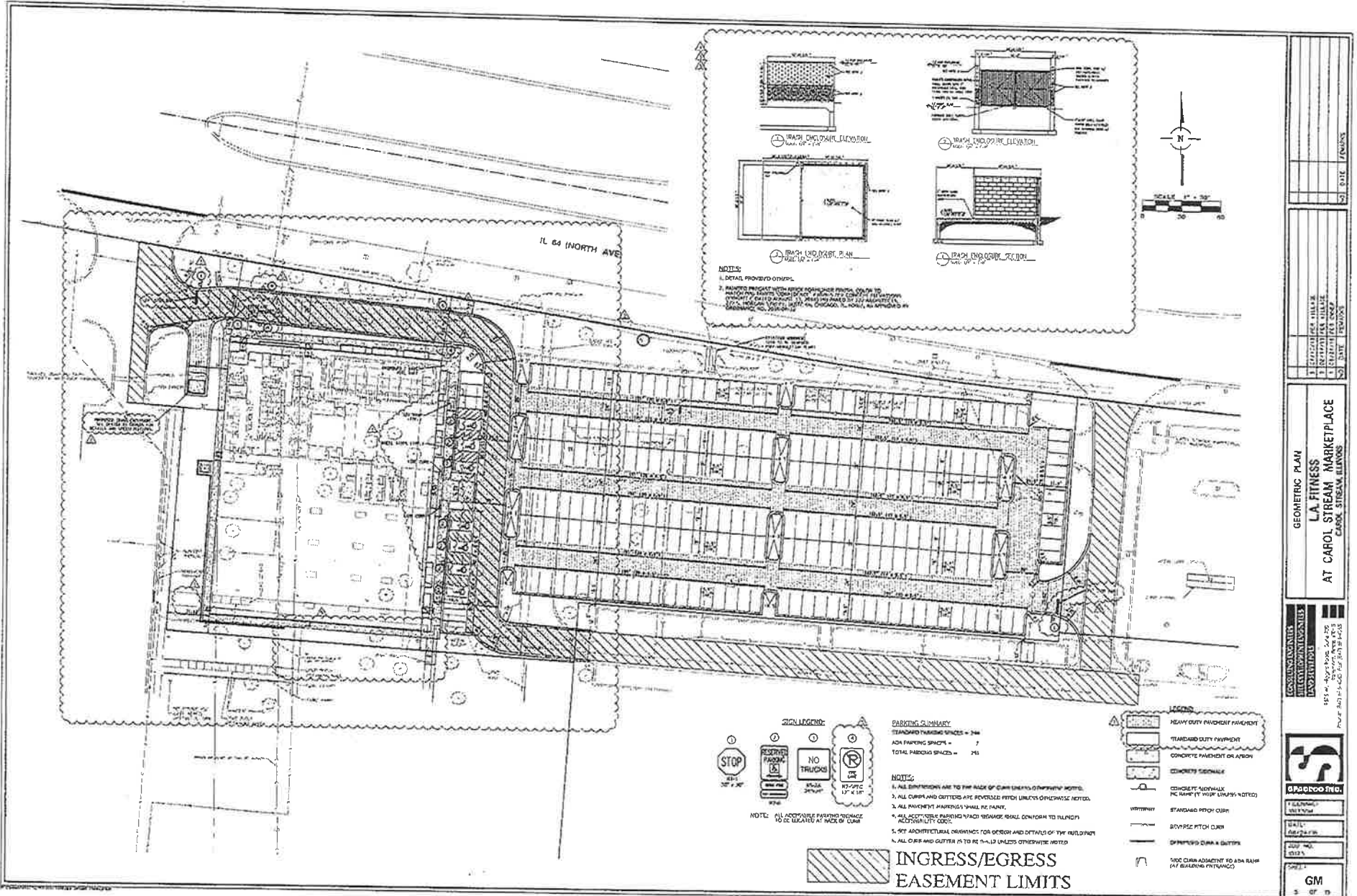
(B) Under, over, upon, across and through that portion of the property which is designated on the Plat of Duda Subdivision, aforesaid, as a private utility easement for the purpose of the construction, installation, maintenance, repair, replacement and renewal of the private utility facilities which are indicated on said Plat.

PINS: 05-04-101-015, 05-04-101-016, 05-04-101-017 and 05-04-101-018

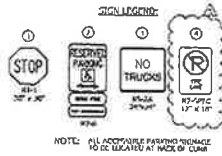
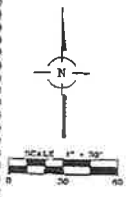
Commonly known as: 500-550 E. NORTH AVENUE, CAROL STREAM, IL 60188

EXHIBIT "B"

GROUP EXHIBIT "C"



NOTES:
 1. DETAIL PROVIDED OTHERS.
 2. PAVEMENT FINISH WITH FINISH FLOORING FINISH. COLOR TO MATCH FINISH FLOORING. COLOR OF CURB TO MATCH FINISH FLOORING. FINISH FLOORING TO BE PROVIDED BY OTHERS. FINISH FLOORING TO BE PROVIDED BY OTHERS. FINISH FLOORING TO BE PROVIDED BY OTHERS.



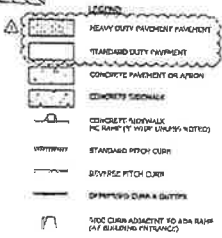
PARKING SUMMARY

STANDARD PARKING SPACES	= 248
ADA PARKING SPACES	= 7
TOTAL PARKING SPACES	= 255

NOTES:
 1. ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
 2. ALL CURBS AND GUTTERS ARE REVERSED PITCH UNLESS OTHERWISE NOTED.
 3. ALL PAVEMENT MARKINGS SHALL BE PAINT.
 4. ALL ACCEPTABLE PARKING SPACE DIMENSIONS SHALL CONFORM TO TYPICAL ACCEPTABILITY CODES.
 5. SET ARCHITECTURAL DRAWINGS FOR DESIGN AND DETAILS OF THE BUILDING.
 6. ALL CURB AND GUTTER IS TO BE 1-1/2 UNLESS OTHERWISE NOTED.

NOTE: ALL ACCEPTABLE PARKING SPACE TO BE LOCATED AT BACK OF CURB

INGRESS/EGRESS EASEMENT LIMITS



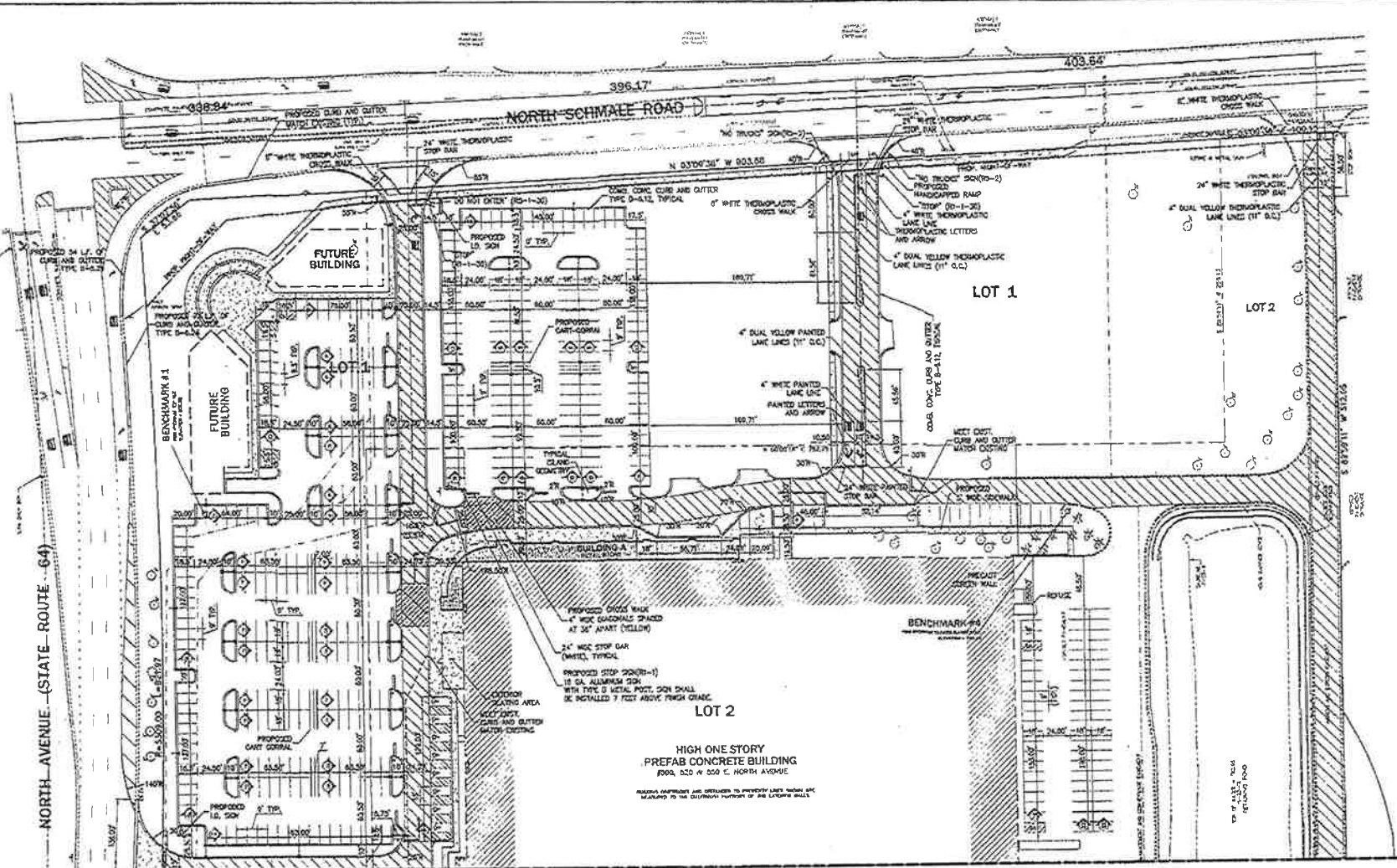
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3. PROJECT NAME	4. DATE
5. PROJECT ADDRESS	6. DATE
7. PROJECT CITY	8. DATE
9. PROJECT STATE	10. DATE
11. PROJECT COUNTY	12. DATE
13. PROJECT ZIP	14. DATE
15. PROJECT CITY	16. DATE
17. PROJECT STATE	18. DATE
19. PROJECT COUNTY	20. DATE
21. PROJECT ZIP	22. DATE
23. PROJECT CITY	24. DATE
25. PROJECT STATE	26. DATE
27. PROJECT COUNTY	28. DATE
29. PROJECT ZIP	30. DATE
31. PROJECT CITY	32. DATE
33. PROJECT STATE	34. DATE
35. PROJECT COUNTY	36. DATE
37. PROJECT ZIP	38. DATE
39. PROJECT CITY	40. DATE
41. PROJECT STATE	42. DATE
43. PROJECT COUNTY	44. DATE
45. PROJECT ZIP	46. DATE
47. PROJECT CITY	48. DATE
49. PROJECT STATE	50. DATE
51. PROJECT COUNTY	52. DATE
53. PROJECT ZIP	54. DATE
55. PROJECT CITY	56. DATE
57. PROJECT STATE	58. DATE
59. PROJECT COUNTY	60. DATE
61. PROJECT ZIP	62. DATE
63. PROJECT CITY	64. DATE
65. PROJECT STATE	66. DATE
67. PROJECT COUNTY	68. DATE
69. PROJECT ZIP	70. DATE
71. PROJECT CITY	72. DATE
73. PROJECT STATE	74. DATE
75. PROJECT COUNTY	76. DATE
77. PROJECT ZIP	78. DATE
79. PROJECT CITY	80. DATE
81. PROJECT STATE	82. DATE
83. PROJECT COUNTY	84. DATE
85. PROJECT ZIP	86. DATE
87. PROJECT CITY	88. DATE
89. PROJECT STATE	90. DATE
91. PROJECT COUNTY	92. DATE
93. PROJECT ZIP	94. DATE
95. PROJECT CITY	96. DATE
97. PROJECT STATE	98. DATE
99. PROJECT COUNTY	100. DATE

GEOMETRIC PLAN
 L.A. FITNESS MARKETPLACE
 AT CAROL STREAM MARKETPLACE
 CAROL STREAM, ILLINOIS

COMMUNICATOR
 REGISTRATION IDENTITIES
 158 S. W. 10th St., Suite 100
 Pompano Beach, FL 33062
 Phone: 954-781-1111 Fax: 954-781-1112

Pacoco Inc.
 1. ADDRESS: 158 S. W. 10th St., Suite 100, Pompano Beach, FL 33062
 2. PHONE: 954-781-1111
 3. FAX: 954-781-1112
 4. EMAIL: info@pacoco.com
 5. WEBSITE: www.pacoco.com
 6. GM
 7. 3 OF 13

CAPUTO'S (SHEET NO. CE-5) PREPARED BY MARCHIS ENGINEERING, LTD. DATE: 11/20/2013. SCALE: 1/4"=1'-0".



MATCH LINE (SEE SHEET CE-6)

PARKING DATA:

EXISTING PARKING (REGULAR SPACES)	74
EXISTING PARKING (HANDICAPPED SPACES)	6
PROPOSED PARKING (REGULAR SPACES)	439
PROPOSED PARKING (HANDICAPPED SPACES)	11
TOTAL PARKING SPACES	530

**INGRESS/EGRESS
EASEMENT LIMITS**

GEOMETRIC PLAN (EAST)

NOTES: 1. THIS PLAN IS BASED ON TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY T&G LAND SURVEYORS, INC. FROM FILE 047-782-1140.
 2. PRIOR TO CONSTRUCTION, THE FEMA/FIRM DOCUMENTS SHALL BE REVIEWED REGARDING THE POSSIBLE LOCATION AND ELEVATION OF ANY REGULATORY 100 YEAR FLOODPLAIN THAT MAY AFFECT THIS DEVELOPMENT.
 3. FOR EXACT BUILDING DIMENSIONS, SEE ARCHITECTURAL PLANS.



NO.	DATE	DESCRIPTION

**SITE IMPROVEMENTS
CAPUTO'S
PHASE 1**

300 NORTH SCHMALE ROAD
CAROL STREAM, ILLINOIS

MARCHIS ENGINEERING, LTD.
CONSULTING ENGINEERS AND PLANNERS
10001 BIRCHMOUNT AVENUE, SUITE 100
CHICAGO, ILLINOIS 60655
WWW.MARCHISENG.COM

GEOMETRIC PLAN

DESIGN: JVA/PL SCALE: 1/4"=1'-0"
DRAWING: LUR DATE: 11/20/2013



JOB NO. 11-051
CE-5

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on APRIL 5,2021

AGENDA ITEM
L-1 4/5/21

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	179.86	01610100-53317	OPERATING SUPPLIES	533858	
REFUND-INV 519526	-9.90	01610100-53317	OPERATING SUPPLIES	537710	
	<u>169.96</u>				
AEP ENERGY					
100 DELLA CT 02/09-03/10/21	10.05	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 03/17/21	
	<u>10.05</u>				
AJD CONCRETE CONSTRUCTION CORP					
SNOW REMOVAL 02/15/21	7,444.72	01670200-52266	SNOW REMOVAL	2021-053 PO-3841	
SNOW REMOVAL-GLENBARD NORTH 02/15/21	615.00	01670200-52266	SNOW REMOVAL	2021-055	
SNOW REMOVAL-SILVERLEAF 02/15/21	120.00	01670200-52266	SNOW REMOVAL	2021-054	
	<u>8,179.72</u>				
ANDREW ZAKERSKI					
CLOTH ALLOW-ANDREW ZAKERSKI 02/28/21 (JO!	159.00	01660100-53324	UNIFORMS	002816	
	<u>159.00</u>				
ARMBRUST PLUMBING & HEATING INC					
REPLACEMENT-HANGING FURNACE SOUTH GAR.	4,290.00	01670400-52244	MAINTENANCE & REPAIR	17954978 PO-3864	
	<u>4,290.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG PLAN REVIEW-336 GUNDERSON DR, 21-01	1,417.50	01643700-52253	CONSULTANT	55763	
FIRE SPRINKLER REVIEW-425 E GENEVA RD	425.00	01643700-52253	CONSULTANT	55834	
PLUMBING INSPECTION-FEB 2021	784.80	01643700-52253	CONSULTANT	14161	
REVIEW-500 N GARY AVE	1,327.75	01643700-52253	CONSULTANT	55882	
SPRINKLER PLAN REVIEW-245 E FULLERTON	425.00	01643700-52253	CONSULTANT	55864	
	<u>4,380.05</u>				

**Village of Carol Stream
Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BASIC IRRIGATION SERVICES INC					
AERATOR REP	1,596.00	01670600-52244	MAINTENANCE & REPAIR	27830	
	<u>1,596.00</u>				
CAROL CADLE					
CPTED 2021-C CADLE REFUND	3.24	01660100-52223	TRAINING	CPTED 2021-CADLE.REF	
	<u>3.24</u>				
CH2MHILL OMI					
CAPEX-FEB 2021	12,454.34	04101100-52262	WRC CONTRACT	351199-CE-14 PO-3794	20210001
	<u>12,454.34</u>				
COMED					
465 CENTER AVE 02/18-03/19/21	88.92	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 03/19/21	
KUHN, RT 64-RED LIGHT CAMERA 02/18-03/19/2	33.05	01662300-52298	ATLE SERVICE FEE	4202129060 03/19/21	
MASTER ACCT-5025 02/17-03/18/21	459.77	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 03/23/21	
	<u>581.74</u>				
CONSTELLATION NEW ENERGY					
1015 LIES RD-19712947901 02/17-03/18/21	76.19	04201600-53210	ELECTRICITY	7280332-21 03/19/21	
124 GERZEVSKE-19712982501 02/17-03/18/21	3,418.88	04201600-53210	ELECTRICITY	7280332-17 03/19/21	
1348 CHARGER CT-19712945801 02/17-03/18/2	540.58	04101500-53210	ELECTRICITY	7280332-20 03/19/21	
1415 MAPLE RIDGE-19712707301 02/17-03/18/2	648.50	01670600-53210	ELECTRICITY	7280332-27 03/19/21	
1N END THORNHILL 03/17-03/18/21	92.10	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 03/19/21	
200 TUBEWAY-19636163601 02/09-03/10/21	332.36	04101500-53210	ELECTRICITY	7280332-18 03/11/21	
	<u>5,108.61</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
12' HYDRANT EXTENSION	569.79	04201600-53317	OPERATING SUPPLIES	N791643	
LARGE METER PURCHASE	30,688.18	04201400-53333	NEW METERS	N862796 PO-3819	20210026
MUELLER HYD PARTS	180.33	04201600-53317	OPERATING SUPPLIES	N758200	
PVC MISSION BANDS	41.14	04101500-53317	OPERATING SUPPLIES	N841938	
STORM SEWER REPAIR-MORTON	212.64	04101500-53317	OPERATING SUPPLIES	N829980	
V BOX-362 S SCHMALE	228.06	04201600-53317	OPERATING SUPPLIES	N853696	
V-BOX STABILIZER-MONSON, KUHN	26.66	04201600-53317	OPERATING SUPPLIES	N836985	
	<u>31,946.80</u>				
CRISIS ASSOCIATES, LLC					
TRAINING-6 OFFICERS 04/26-04/30/21	3,600.00	01660100-52223	TRAINING	CSPD500	
	<u>3,600.00</u>				
CURRIE MOTORS FLEET					
2021 FORD ULTY E8620, E8621	406.00	01662700-52244	MAINTENANCE & REPAIR	E8620 PO-4663065	
2021 FORD ULTY E8620, E8621	70,246.00	10660000-54415	VEHICLES	E8620 PO-4663065	
	<u>70,652.00</u>				
DANIEL ANDRESEN					
CRIME FREE SOFTWARE 01/01/21-01/01/22	199.00	01660100-52255	SOFTWARE MAINTENANCE	03/13/21	
	<u>199.00</u>				
DELUXE TOWING					
TOWING 03/22/21	20.00	01696200-53353	OUTSOURCING SERVICES	92028	
	<u>20.00</u>				
DRI-STICK DECAL CORP					
TEMP HANDICAP PLACARDS 2021-2022	225.99	01610100-53315	PRINTED MATERIALS	377939	
	<u>225.99</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DUPAGE COUNTY INFORMATION TECHNOLOGY					
CJIS ACCESS-QTR END 02/28/21	750.00	01662600-52247	DATA PROCESSING	IA 673	
	<u>750.00</u>				
DUPAGE SENIOR CITIZEN COUNCIL					
SENIOR COUNCIL DONATION 2021	10,000.00	01520000-52274	COMMUNITY SERVICE PROGRAMS2021 DONATION		
	<u>10,000.00</u>				
FEECE OIL CO					
MR OIL 2021	237.16	04101500-53312	PWC DIESEL FUEL	3770694	
MR OIL 2021	560.56	04201600-53312	PWC DIESEL FUEL	3770694	
MR OIL 2021	668.36	01670400-53312	PWC DIESEL FUEL	3770694	
MR OIL 2021	689.92	01670200-53312	PWC DIESEL FUEL	3770694	
	<u>2,156.00</u>				
GENUINE PARTS COMPANY INC					
FUEL 02/01-02/28/21	74.41	01696200-53317	OPERATING SUPPLIES	11007487 02/28/21	
FUEL 02/01-02/28/21	975.45	01696200-53354	PARTS PURCHASED	11007487 02/28/21	
PARTS 01/01-01/31/21	22.09	01696200-53317	OPERATING SUPPLIES	11007487 01/31/21	
PARTS 01/01-01/31/21	23.55	01696200-53316	TOOLS	11007487 01/31/21	
PARTS 01/01-01/31/21	31.85	01670300-53316	TOOLS	11007487 01/31/21	
PARTS 01/01-01/31/21	2,105.77	01696200-53354	PARTS PURCHASED	11007487 01/31/21	
	<u>3,233.12</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 02/28, 03/07/21	1,234.80	04103100-52253	CONSULTANT	3692211	
ACCOUNTS CLERK-A RETSKE 02/28, 03/07/21	1,234.80	04203100-52253	CONSULTANT	3692211	
ACCOUNTS CLERK-A RETSKE 03/14, 03/21/21	1,234.80	04103100-52253	CONSULTANT	3700527	
ACCOUNTS CLERK-A RETSKE 03/14, 03/21/21	1,234.80	04203100-52253	CONSULTANT	3700527	
IT TECHNICIAN-N BOYD 02/28, 03/07/21	3,600.00	01652800-52253	CONSULTANT	3692210 PO-1907	20210087
IT TECHNICIAN-N BOYD 03/14, 03/21/21	3,600.00	01652800-52253	CONSULTANT	3700526 PO-1907	20210087
OFFICE MANAGER-D KALKE 02/28, 03/07/21	3,266.40	01590000-52253	CONSULTANT	3692209	
OFFICE MANAGER-D KALKE 03/14, 03/21/21	3,266.40	01590000-52253	CONSULTANT	3700525	
PT SECRETARY-J COX 02/28, 03/07/21	403.20	01670100-52253	CONSULTANT	3692208 PO-3848	20210077
PT SECRETARY-J COX 02/28, 03/07/21	403.20	04201600-52253	CONSULTANT	3692208 PO-3848	20210077
	19,478.40				
IRMA					
ABOVE GROUND STORAGE TANK	53.16	01690100-52400	GENERAL INSURANCE	IVC0011772	
CLOSED CLAIMS-FEB 2020	-2,333.79	01590000-52215	INSURANCE DEDUCTIBLES	CREDIT0002979	
CLOSED CLAIMS-FEB 2021	2,542.58	01590000-52215	INSURANCE DEDUCTIBLES	SALES0019023	
DEDUCTIBLE-FEB 2021	297.00	01590000-52215	INSURANCE DEDUCTIBLES	SALES0018973	
	558.95				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
APR 2021 INSURANCE	786.92	01643600-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	899.24	01641700-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	900.51	01670500-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	1,200.65	01670300-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	1,304.08	01640100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	1,400.77	04100100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	1,500.84	01670200-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	1,500.84	01670700-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	2,001.10	04101500-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	2,001.10	04201400-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	2,022.76	01662500-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	2,079.79	01642100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	2,101.16	01670600-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	2,473.31	01680000-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	3,001.62	01690100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	3,260.05	04103100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	3,260.05	04203100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	3,532.60	01652800-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	3,650.84	01590000-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	3,698.46	01643700-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	4,502.46	01696200-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	6,303.43	01670400-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	7,003.76	04200100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	7,604.08	04201600-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	7,869.19	01610100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	8,715.70	01620100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	9,004.85	01670100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	11,530.95	01662600-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	12,366.54	01662400-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	13,040.79	01662300-51111	GROUP INSURANCE	04012021	

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APR 2021 INSURANCE	13,351.82	01600000-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	18,490.69	01664700-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	32,314.55	01660100-51111	GROUP INSURANCE	04012021	
APR 2021 INSURANCE	67,845.11	01662700-51111	GROUP INSURANCE	04012021	
	262,520.61				
JOHN L FIOTI					
ADJUDICATION-MAR 2021	525.00	01570000-52238	LEGAL FEES	CS 03-21	
	525.00				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-JAN 2021	7,826.92	01570000-52238	LEGAL FEES	216073	
	7,826.92				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-MAR 2021	3,000.00	01570000-52235	LEGAL FEES-PROSECUTION	2021-03	
PROSECUTION-MAR 2021	7,851.67	01570000-52312	PROSECUTION DUI	2021-03	
	10,851.67				
LRS HOLDINGS LLC					
PORTA JOHN-1348 CHARGER CT 02/12-02/25/21	50.00	04201600-52264	EQUIPMENT RENTAL	PS361245	
PORTA JOHN-280 KUHN RD 02/12-03/11/21	100.00	01670300-52264	EQUIPMENT RENTAL	PS361246	
STREET SWEEPING SERVICES	8,825.25	01670600-52272	PROPERTY MAINTENANCE	PS363944 PO-3788	20210006
	8,975.25				
MAGNET FORENSICS USA, INC					
FORENSIC COMPUTER LAB BUILD OUT	7,125.00	02385200-54413	COMPUTER EQUIPMENT	SIN038611 PO-4663068	
	7,125.00				
MARK E RADABAUGH					
TAPING, EDITING 03/15/21	125.00	01590000-52253	CONSULTANT	21-0172	
	125.00				

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MNJ TECHNOLOGIES DIRECT					
POLICE VEHICLE LAPTOPS, EQUIP	6,564.56	01652800-54413	COMPUTER EQUIPMENT	0003775098 PO-1911	20210105
	<u>6,564.56</u>				
NATIVE TORCH, LLC					
PRESCRIBED BURNING	12,300.00	01620100-52358	POND/STORM MAINTENANCE	3 PO-462642	
	<u>12,300.00</u>				
NICOR					
124 GERZEVSKE-WELL #4 02/18-03/19/21	123.55	04201600-53230	NATURAL GAS	13811210007 03/19/21	
1348 CHARGER CT 02/20-03/22/21	125.65	04101500-53230	NATURAL GAS	86606011178 03/22/21	
200 TUBEWAY DR 02/17-03/18/21	39.93	04101500-53230	NATURAL GAS	14309470202 03/18/21	
	<u>289.13</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
NOTARY 2021-CUMMINGS 08/17/23	54.00	01660100-52234	DUES & SUBSCRIPTIONS	NOTARY 2021-CUMMINGS	
	<u>54.00</u>				
OCCAM VIDEO SOLUTIONS					
INPUT-ACE SOFTWARE, TRAINING	395.00	03395000-52223	TRAINING	6148 PO-4663074	
INPUT-ACE SOFTWARE, TRAINING	595.00	03395000-52223	TRAINING	6148 PO-4663074	
INPUT-ACE SOFTWARE, TRAINING	3,495.00	03395000-52255	SOFTWARE MAINTENANCE	6148 PO-4663074	
	<u>4,485.00</u>				
P F PETTIBONE & CO					
BOOK COVER, PAPER	1,028.15	01520000-53314	OFFICE SUPPLIES	180027	
	<u>1,028.15</u>				
PENN CREDIT					
PENN COLLECTION FEES-FEB 2021	307.10	01000000-45402	ORDINANCE VIOLATIONS	126834	
	<u>307.10</u>				

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PHYSICIANS IMMEDIATE CARE-CHICAGO					
POST OFFER PHYSICAL/DRUG SCREENS	654.00	01600000-52225	EMPLOYMENT PHYSICALS	4196890	
	<u>654.00</u>				
POLICE LAW INSTITUTE					
OSHA TRAINING	1,470.00	01660100-52223	TRAINING	19922	
	<u>1,470.00</u>				
R & R GARAGE DOOR					
GARAGE DOOR REPAIR	748.00	01670400-52244	MAINTENANCE & REPAIR	624607	
	<u>748.00</u>				
REFUNDS MISC					
STAMP 32156, 819 RIVER DR, FILE-20116360R	5.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 32156	
	<u>5.00</u>				
REFUNDS PRESERVATION BONDS					
20-0867-PATI, #2322247, 513 BRISTOL-REFUND	200.00	01-24302	ESCROW - GRADING	513 BRISTOL-2021	
	<u>200.00</u>				
REFUNDS W&S FINALS					
	6.38	04-12110	ACCOUNT RECEIV WATER & SEWER	8901-191621	
	7.40	04-12110	ACCOUNT RECEIV WATER & SEWER	0306-191616	
	10.33	04-12110	ACCOUNT RECEIV WATER & SEWER	6153-191620	
	12.99	04-12110	ACCOUNT RECEIV WATER & SEWER	4788-191614	
	18.54	04-12110	ACCOUNT RECEIV WATER & SEWER	0557-191615	
	26.05	04-12110	ACCOUNT RECEIV WATER & SEWER	0835-191612	
	30.25	04-12110	ACCOUNT RECEIV WATER & SEWER	9881-191613	
	33.12	04-12110	ACCOUNT RECEIV WATER & SEWER	0458-191617	
	33.36	04-12110	ACCOUNT RECEIV WATER & SEWER	0557-191615	
	61.26	04-12110	ACCOUNT RECEIV WATER & SEWER	1109-191618	
	118.66	04-12110	ACCOUNT RECEIV WATER & SEWER	1117-191619	
	<u>358.34</u>				

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RUSH TRUCK CENTERS					
FE BRAKE CHAMBER	139.90	01696200-53354	PARTS PURCHASED	3022508277	
FE EXHAUST	549.28	01696200-53354	PARTS PURCHASED	3022515073	
FE FILTER FUEL	470.88	01696200-53354	PARTS PURCHASED	3022515792	
FE PLUG	2.24	01696200-53354	PARTS PURCHASED	3022502075	
FE TURBO	2,123.74	01696200-53354	PARTS PURCHASED	3022515791	
FE WHEEL SEAL	30.28	01696200-53354	PARTS PURCHASED	3022542777	
MR ALTERNATOR	192.88	01696200-53354	PARTS PURCHASED	3022764883	
MR CHAMBERS	71.94	01696200-53354	PARTS PURCHASED	3022731240	
MR CHAMBERS	89.60	01696200-53354	PARTS PURCHASED	3022728464	
MR CLUSTER	1,133.11	01696200-53354	PARTS PURCHASED	3022725815	
MR FITTING	19.65	01696200-53354	PARTS PURCHASED	3022829030	
MR TENSIONER	309.73	01696200-53354	PARTS PURCHASED	3022756892	
NEW BATTERIES	740.75	01696200-53353	OUTSOURCING SERVICES	3022506584	
	5,873.98				
TESTING FOR PUBLIC SAFETY, LLC					
SERGEANTS EXAM-WRITTEN	4,100.00	01510000-52228	PERSONNEL HIRING	LIN2021.08	
	4,100.00				
THE BOARD OF TRUSTEES OF THE UNIV OF ILL					
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-304	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-224	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-231	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-303	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-305	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-306	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H0851 2020-344	
	1,185.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 5, 2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
THOMAS ENGINEERING GROUP, LLC					
PHASE III CONSTRUCTION ENG	26,390.05	04201600-54480	CONSTRUCTION	21-064 PO-462624	20210106
	<u>26,390.05</u>				
TIF 3 NORTH AND SCHMALE RD					
SALES TAX-DEC 2020	-13,251.96	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 03/31/21	
SALES TAX-DEC 2020	13,251.96	01720000-58340	SALES TAX TFR - RDA#1	TIF3 03/31/21	
SALES TAX-DEC 2020	13,251.96	22-11105	CASH - TRUST	TIF3 03/31/21	
	<u>13,251.96</u>				
TITAN IMAGE GROUP, INC					
UNIFORM-NEW EMPLOYEES	451.00	04200100-53324	UNIFORMS	57541	
UNIFORM-NEW EMPLOYEES	885.92	01670100-53324	UNIFORMS	57541	
	<u>1,336.92</u>				
TRANE US INC					
HVAC MAINTENANCE-VH, PD	3,475.00	01680000-52244	MAINTENANCE & REPAIR	311479227	
	<u>3,475.00</u>				
TRANSYSTEMS CORPORATION					
STP QUARTERLY REPORTS-SVC THRU 01/08/21	300.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	0003665495.1 PO-638	20210093
	<u>300.00</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-MAR 2021	2,216.86	04203100-52229	POSTAGE	1529 03/30/21	
POSTAGE WATER BILLS-MAR 2021	2,216.87	04103100-52229	POSTAGE	1529 03/30/21	
S/O NOTICE POSTAGE-MAR 2021	62.98	04203100-52229	POSTAGE	1529 03/08/21	
S/O NOTICE POSTAGE-MAR 2021	62.99	04103100-52229	POSTAGE	1529 03/08/21	
	<u>4,559.70</u>				
USI CORPORATION					
SPARE KIT DRIVE	12,884.00	01652800-54412	OTHER EQUIPMENT	028453 PO-1915	
	<u>12,884.00</u>				

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on APRIL 5,2021

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VERIZON WIRELESS					
CELL PHONES 02/14-03/13/21	36.01	02385200-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	38.01	01652800-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	49.58	01610100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	49.58	01640100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	49.58	01642100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	52.05	01662700-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	87.59	01600000-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	87.59	01690100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	99.16	01643700-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	99.16	01680000-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	159.50	01590000-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	223.41	04100100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	285.91	01620100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	393.94	01652800-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	491.12	04200100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	527.56	01670100-52230	TELEPHONE	9875498366	
CELL PHONES 02/14-03/13/21	3,046.58	01662700-52230	TELEPHONE	9875498366	
	5,776.33				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 5,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEX BANK					
FUEL 01/31/21	-135.30	01000000-47407	MISCELLANEOUS REVENUE	69901841 01/31/21	
FUEL 01/31/21	63.90	01680000-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	81.95	04200100-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	84.56	01640100-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	132.11	04101500-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	482.26	01670100-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	482.26	01670300-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	573.67	04201400-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	602.83	01670600-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	602.83	01670700-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	723.39	01670500-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	983.44	04201600-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	1,024.81	01670400-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	2,109.90	01670200-53313	AUTO GAS & OIL	69901841 01/31/21	
FUEL 01/31/21	9,917.87	01662700-53313	AUTO GAS & OIL	69901841 01/31/21	
	17,730.48				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-FEB 2021	376.78	04103100-52256	BANKING SERVICES	7509063 FEB-2021	
WHEATON BANK FEES-FEB 2021	376.78	04203100-52256	BANKING SERVICES	7509063 FEB-2021	
WHEATON BANK FEES-FEB 2021	1,441.26	01610100-52256	BANKING SERVICES	7509063 FEB-2021	
	2,194.82				
WINDY CITY CLEANING EQUIP & SUPPLIES					
H2O POWER WASHER	473.44	01670400-52244	MAINTENANCE & REPAIR	002683	
	473.44				
GRAND TOTAL	\$605,697.38				

The preceding list of bills payable totaling \$605,697.38 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 4/2/21

Authorized by:

Matt McCarthy-Mayor Pro-Tem

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
MARCH 16, 2021 Thru APRIL 5, 2021**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 8, 2021 thru March 21, 2021	560,613.26
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 8, 2021 thru March 21, 2021	59,052.07
				<u>619,665.33</u>

Approved this _____ day of _____, 2021

By: _____
Matt McCarthy-Mayor Pro-Tem

Julia Schwarze - Village Clerk