

Village of Carol Stream

BOARD MEETING

AGENDA

August 16, 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 August 2, 2021 Village Board Meeting.
2. Approval but not release of Executive Session Minutes of the August 2, 2021 Village Board Meeting.

C. LISTENING POST:

1. Proclamation designating August Back to School Safety Month.
2. Addresses from Audience (3 Minutes)

D. PUBLIC HEARINGS:

1. Public Hearing - 27W174 North Avenue and 2N441 County Farm Road. *This Public Hearing is noticed to receive comments on the proposed Annexation Agreement for the properties at 27W174 North Avenue and 2N441 County Farm Road owned by Dave Cooper (Route 64, LLC).*

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. 21-0038 – Rt. 64, LLC – 27W174 North Ave and 2N441 County Farm Rd
Zoning Map Amendment to B-3 General Business District upon Annexation
Recommended Approval 4-2

Special Use Permits for Outdoor Display and Sale of Merchandise and Outdoor Activities and Operations for Truck and Equipment Parking Variations from UDO provisions regarding fence setbacks, parking setbacks, pavement setbacks, outdoor illumination standards & landscaping standards
Recommended Approval Subject to Conditions 4-2

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G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Motion to approve an Engineering Services Agreement with Baxter & Woodman for design-build services for Construction of Pump Station Improvements and Installation of Reservoir Mixers in the amount of \$218,000.
2. Illinois Commerce Commission – Petition to construct the Lies Road Bike Trail across the Chicago, Central and Pacific Railroad. *Staff recommends the Village Attorney be directed to file this Petition and represent the Village if required by the ICC for public hearings.*

I. ORDINANCES:

1. Ordinance No. 2021-08-____ Approving an Annexation Agreement. *An Annexation Agreement for the ROUTE 64, LLC properties at 27W174 North Avenue and 2N441 County Farm Road, which are proposed to be used for firewood, fire pit, lawn statue and garden supply sales business. Staff recommends approval of the Ordinance.*
2. Ordinance No. 2021-08-____ Annexing Certain Territory into the Village of Carol Stream. *Annexation of the ROUTE 64, LLC properties at 27W174 North Avenue and 2N441 County Farm Road. Staff recommends approval of the Ordinance annexing the ROUTE 64, LLC properties in accordance with the Annexation Agreement for the property.*
3. Ordinance No. 2021-08-____ Approving a Zoning Map Amendment to zone property to the B-3 General Business District upon Annexation to the Village of Carol Stream. *(ROUTE 64, LLC properties at 27W174 North Avenue and 2N441 County Farm Road). Staff recommends approval of an Ordinance zoning the ROUTE 64, LLC properties to B-3 General Business District. See F.1.a.*

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4. Ordinance No. 2021-08-____ Approving a Special Use Permit for outdoor display and sale of merchandise and outdoor activities and operations, and approving Variations for fence setback, truck and equipment parking setback, parking space setback, pavement setback, landscaping and screening requirements, and outdoor lighting requirements. (*ROUTE 64, LLC properties at 27W174 North Avenue and 2N441 County Farm Road*). Staff recommends approval of the Special Use Permits and Unified Development Ordinance Variations to allow for the proposed use of the property as a firewood, fire pit, lawn statue and garden supply sales business. See F.1.a.

J. RESOLUTIONS:

1. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. Staff recommends designated electronic equipment be declared surplus and processed by AVA Recycling.
2. Resolution No. ____ Approving and Authorizing the Execution of a Master License Agreement for the Collocation of Small Wireless Facilities located within the Municipal Rights-of-Way. (New Cingular Wireless PCS d/b/a AT&T Mobility).
3. Resolution No. ____ Approving a Local Agency Agreement for Federal Participation for the Southeast Bike Path located at Schmale Road, Gundersen Drive, President Street and Community Park Trails.
4. Resolution No. ____ Authorizing the Execution of an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation of the Southeast Bike Path – Schmale Rd (Geneva Rd to Gundersen Dr), Gundersen Dr (Schmale Rd to President St), President St (Geneva Rd to Great Western Trail) and Community Park Trails in the amount of \$290,371.

K. NEW BUSINESS:

1. Raffle License Application – Western DuPage Special Recreation Association. Request approval of a raffle license and waiver of the fee and manager's fidelity bond for their Back to School Laptop raffle on August 25, 2021.

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L. PAYMENT OF BILLS:

1. Regular Bills: August 3, 2021 through August 16, 2021.
2. Addendum Warrants: August 3, 2021 through August 16, 2021.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statements and Balance Sheet for the Month Ended July 31, 2021.*

N. EXECUTIVE SESSION:

1. The appointment, employment, compensation, discipline, performance or dismissal of a specific employee - 5/ILCS 120/2(c)(1).

O. ADJOURNMENT:

LAST ORDINANCE	2021-08-34	LAST RESOLUTION	3210
NEXT ORDINANCE	2021-08-35	NEXT RESOLUTION	3211

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

August 2, 2021

Mayor Frank Saverino, Sr. 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 Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Mary Frusolone, Matt McCarthy and Mayor Frank Saverino, Sr.

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Village Clerk Julia Schwarze, Finance Director Jon Batek, Public Works Director Phil Modaff, Community Development Director Don Bastian, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village Attorney Jim Rhodes

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the July 19, 2021 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

Trustee Berger moved and Trustee Zalak made the second to approve but not release the Executive Session Minutes of the July 19, 2021 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

LISTENING POST:

1. Resolution No. 3208 Recognizing Edith (“Edie”) Jerele on her Retirement from the Village of Carol Stream Finance Department.

Trustee McCarthy moved and Trustee Frusolone made the second to approve Resolution No. 3208 Honoring Edith (“Edie”) Jerele for her years of service and retirement from the Village of Carol Stream Finance Department. Ms. Jerele was in attendance to receive her Resolution and words of appreciation from Finance Director Batek.

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

Nays: 0

Absent: 0

The motion passed.

2. Resolution No. 3209 Recognizing Barb Wydra on Twenty Years of Employment with the Village of Carol Stream Finance Department.

Trustee Gieser moved and Trustee Frusolone made the second to approve Resolution No. 3209 Honoring Barb Wydra for her 20 years of service with the Village of Carol Stream Finance Department. Ms. Wydra was in attendance to receive her Resolution.

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

Nays: 0

Absent: 0

The motion passed.

PUBLIC HEARINGS: *None.*

CONSENT AGENDA:

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

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy
Nays: 0
Absent: 0

The motion passed.

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

Ayes: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy
Nays: 0
Absent: 0

The motion passed.

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 Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy
Nays: 0
Absent: 0

The motion passed.

The following items were approved on the Consent Agenda for this meeting:

21-0024 – McDonald’s – 355 S. Schmale Road
*Amendment to a Special use Permit – Drive Through Expansion
Parking Variation*

Recommend Approval Subject to Conditions 4-0
The Village Board concurred with Plan Commission’s recommendations.

21-0035 – Village of Carol Stream – 500 N. Gary Avenue
Zoning Text Amendment – Unified Development Ordinance (UDO)

Recommend Approval 4-0
The Village Board concurred with Plan Commission’s recommendations.

Motion to Award a Contract for the Clarifier Dome Demolition to Boller Construction Company, Inc. in the amount of \$29,800.00:

The Village Board approved a contract with Boller Construction Company, Inc. for the Clarifier Dome Demolition in the amount of \$29,800.00.

Motion to Approve an Agreement for Architectural Services with StudioGC for the Public Works Center Space Optimization Study in an amount up to \$27,300.00:

The Village Board approved an agreement with StudioGC for architectural services on the Public Works Center Space Optimization Study in an amount up to \$27,300.00.

Motion to Approve an Agreement for Professional Services with Jacobs for the WRC Facility Assessment and Capital Improvement Plan Update in an amount not to exceed \$46,757.00:

The Village Board approved an agreement with Jacobs for professional services on the WRC Facility Assessment and Capital Improvement Plan Update in an amount not to exceed \$46,757.00.

Ordinance No. 2021-08-31 Adopting Rules and Regulations of the Board of Fire and Police Commissioners regarding amendments to Chapter III, Examinations-Original Appointments:

The Village Board approved amendments to Chapter III, Examinations-Original Appointments in regards to Rules and Regulations of the Board of Fire and Police Commissioners.

Ordinance No. 2021-08-32 Approving an Amendment to a Special Use Permit for a Drive-Through Use, Parking Variation, and Building Setback Variation (McDonald's, 355 S. Schmale Road):

The Village Board approved an amendment to a Special Use Permit for a Drive-Through Use, Parking Variation and Building Setback Variation for McDonald's located at 355 S. Schmale Road.

Ordinance No. 2021-08-33 Amending Chapter 16 of the Carol Stream Code of Ordinances (Unified Development Ordinance – Miscellaneous Modifications):

The Village Board approved amendments to the Unified Development Ordinance-miscellaneous modifications for Chapter 16 of the Carol Stream Code of Ordinances.

Ordinance No. 2021-08-34, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class P Liquor Licenses from 7 to 6 (7-Eleven, Inc. d/b/a 7-Eleven 33408H, 550 W. Army Trail Road) and Increasing the Number of Class P Liquor Licenses from 6 to 7 (V&SP Corporation d/b/a 7-Eleven 33408C, 550 W. Army Trail Road):

The Village Board approved a Class P liquor license to V&SP Corporation d/b/a 7-Eleven 33408C located at 550 W. Army Trail Road.

Resolution No. 3210 Amending Resolution No. 3183 adopting the 2021-22 Employee Pay Plan for the Village of Carol Stream:

The Village Board approved funding a 2% merit increase retroactive to May 1, 2021 for all eligible employees currently employed by the Village.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated August 2, 2021 in the amount of \$994,583.71. The Village Board approved the payment of Addendum Warrant of Bills from July 20, 2021 thru August 2, 2021 in the amount of \$638,774.05.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statement and Balance Sheet for the month ended June 30, 2021.

Report of Officers:

Trustee Berger appreciated the Move with the Mayor event and learning about the history of Carol Stream. Particularly impressive he noted was the fact that Carol Stream is home of the second largest fountain in the State of Illinois. He also shared his experience photographing the Lollapalooza event the previous week in which he walked over 25 miles in four days.

Trustee Garvey commended Edie Jerele and Barb Wydra on their long service to Carol Stream and congratulated Edie on her retirement.

Trustee Zalak thanked Edie and Barb for their many years of diligent service and congratulated Edie on her retirement; expressed gratitude for the Volunteer Appreciation Luncheon and all the volunteers for their selfless work; and reminded the public to keep the Military and First Responders in their thoughts and prayers.

Trustee Gieser praised the Move with the Mayor event as a great way to start the day and get some exercise; reminded residents of the ABBA Tribute Band playing at the Thursday August 5th Concert Series; announced the DuPage County Care Van Vaccination Clinic in Carol Stream on August 3rd; and warned citizens to renew or apply for their passports NOW, as application processing is experiencing a huge backup with extended wait times.

Trustee Frusolone enjoyed the Move with the Mayor walk Saturday with Mayor Saverino as tour guide; thanked Edie and Barb for their outstanding service; commended the Police Department for hosting the Volunteer Appreciation Lunch; reported her 500 hours of volunteerism so far this year with a 600-hour goal by year-end; and reminded residents that the next Neighborhood Roll Call event will be August 4th at 7pm, with this year's program wrapping up the first week in September.

Trustee McCarthy acknowledged that community involvement and volunteers are the backbone of every strong community; thanked Chief Holmer and the Police Department for creating the relationship-building Neighborhood Roll Call program; reminded residents of the last two concerts coming up with fireworks on August 12th and the closure of Lies Rd. that evening; and commended Edie and Barb for their service to the Finance Department all these years, especially during last year's pandemic conditions.

Assistant to the Village Manager Messino reminded residents that our sponsors make the Concert Series possible; there will still be an opportunity to donate to the Operation Support Our Troops during the last two concerts of the season; and the August 12th fireworks are being advertised via the Carol Stream website, social media, e-newsletter, road signage and "code red notifications."

Clerk Schwarze commended Edie and Barb on their long service to the Carol Stream Finance Department; thanked Mayor Saverino for hosting the wonderful Move with the Mayor walks; reported on the Ride for John Opioid Awareness event; and reminded residents to Shop Carol Stream.

Attorney Rhodes reported the end of the legislative session with approximately 159 pieces of new legislation that will in some way affect local government; recommended looking at the iml.org legislative page for briefings on legislation that is impactful on local government; and congratulated Edie and Barb on their service milestones.

Village Manager Mellor congratulated Edie on her retirement and stated that she will be missed; thanked Barb and Edie for their long history of outstanding service in the Finance Department; reported workers in reflective vests inventorying the health and diversity of parkway trees; and congratulated Chief Holmer and the Carol Stream Police Department for their First Place finish in the 2020-21 Traffic Safety Challenge, their tie for First Place for the Impaired Driving & Occupant Protection challenge and having the highest DUI arrest rate per officer in 2020 among agencies with over 200 DUI arrests.

Mayor Saverino congratulated Edie on her retirement and thanked both her and Barb for their long service to the Finance Department; thanked all those who came out to support his first Move With the Mayor walk; expressed his appreciation for the annual Ride for John Opioid Awareness event which brings grieving families together; stated the need for more programs and money to fight the opioid epidemic; reported the Mayor's tour he gave to Officer Castro's DARE graduates; thanked all Carol Stream volunteers who make our community great; and commended Trustee Frusolone on her 500 hours of volunteer service this year.

At 6:52 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss Collective Negotiating Matters – 5/ILCS 120/2(c)(2) and the appointment, employment, compensation, discipline, performance or dismissal of a specific employee – 5/ILCS 120/2(c)(1), then to adjourn directly from Executive Session. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
August 9, 2021.***

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

The results of the roll call vote were:

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

Absent: 1 Commissioner Christopher

Also Present: Bob Mellor, Village Manager; Don Bastian, Community Development Director;
Tom Farace, Planning and Economic Development Manager; Patty Battaglia,
Planning and Permitting Assistant

MINUTES:

Commissioner Petella moved and Commissioner Morris seconded the motion to approve the minutes of the Regular Meeting held on July 26, 2021.

The results of the roll call vote were:

Ayes: 3 Commissioners Morris, Petella and Chairman Parisi

Nays: 0

Abstain: 3 Commissioners Battisto, Meneghini and Tucek

Absent: 1 Commissioner Christopher

The motion passed by a majority vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Commissioner Christopher

The motion passed by unanimous vote.

Case #21-0021- Carol Stream Animal Hospital – 160 W. Elk Trail – Zoning Map Amendment from R-4 General Residence District to B-2 General Retail District; Zoning Text Amendment to add indoor kennel and boarding facility as a Special Use in the B-2 District; Special Use Permit for an indoor kennel and boarding facility

Chairman Parisi asked Mr. Farace if he would like to share any information regarding this case.

Mr. Farace stated the applicant is proposing to reduce the scope of his project and work within the confines of the existing building. He is proposing to not build the addition, work on a phasing plan that is being revised right now and is requesting a continuance.

Chairman Parisi stated it is the recommendation from staff to have a motion for a continuance for Case #21-0021.

Commissioner Tucek moved and Commissioner Meneghini seconded the motion for a continuance to August 23, 2021.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 1 Commissioner Christopher

The motion passed by unanimous vote.

This case will go before the Plan Commission on Monday, August 23, 2021, at 6:00 PM for review.

Case #21-0038 – Rt. 64, LLC – 27W174 North Avenue & 2N441 County Farm Road – Zoning Map Amendment; Special Use Permits for the outdoor display and sale of merchandise; Outdoor Activities and Operations in the form of Truck and Equipment Parking; Fence Variations; Parking Setback Variation; Variation from the Outdoor Lighting Illumination Standards; Landscape Variation; Pavement Variation

Chairman Parisi swore in the petitioner, Mr. Ryan Cooper, and asked for him to provide his presentation.

Mr. Cooper stated he is the IT Marketing Manager at Landscape Materials & Firewood Sales. My father Dave started the business back in 1980 as a landscape company with snow removal. We have since transitioned to become one of the most predominant suppliers and manufacturers of mulch, also sell premium landscape material and are a large Uni-Lock distributor in the Chicagoland area. Our current proposition is to branch out growth and we are looking to make this location self-service.

Chairman Parisi asked for any questions from the audience.

Mr. Art Meinzer, property owner of 21W130 North Avenue, asked if a traffic study was performed on both County Farm Road and North Avenue.

Mr. Farace stated Village staff did not request a traffic study be provided for this case.

Mr. Meinzer stated he would like to conduct a study and had no further questions.

Chairman Parisi asked for any other questions from the audience.

Mr. Farace stated a letter was sent from Kimberly Warren, Partner, 27W Partners, LLC. The letter stated this business will not help increase the value of the property in the area, the commercial location will not be ideal for this type of business and it won't drive new sales tax revenue to the Village.

Chairman Parisi asked for any other questions from the general public.

Ms. Libby Peterson, Pawprint Gardens, caretaker that resides at 27W150 North Avenue, stated her fence has already been damaged by storage containers pushed against her fence and asked if they will be kiln drying the wood on site. She mentioned there has already been fires on that property and she hears mulching at 4:00 in the morning.

Chairman Parisi asked Mr. Farace to provide a Staff Report.

Mr. Farace stated there is a Zoning Map Amendment to rezone the property to B-3, General Business District upon annexation since the two properties are currently unincorporated in DuPage County. Special Use Permits for the outdoor display and sale of merchandise, general outdoor activities and operations and for the outdoor storage of equipment and trucks on the north side of the property. The variations are primarily being requested because the properties were previously developed under DuPage County with different regulations with right-of-way acquisitions which have decreased the property in size. Below are several variations being proposed:

- Variation to allow a fence to be located on the County Farm Road property line
- Variation to provide truck and equipment parking less than 40 feet from an adjoining lot in a Residential District
- Variation to allow a parking space to be located less than 20 feet from a street right-of-way line
- Variation to allow on-site roadway pavement less than 10 feet from a street right-of-way line
- Variation from the landscape requirements
- Variation from the screening requirements for outdoor activities and operations
- Variation from the Outdoor Lighting Illumination Standards

The applicant is reutilizing the existing buildings on the property and the site itself. Staff feels comfortable supporting their Special Use request and the variations in this specific circumstance.

Chairman Parisi mentioned a reference about Ms. Peterson's property and asked Mr. Farace to show where her property is located, as well as Mr. Meinzer's, on an aerial view.

Chairman Parisi asked Mr. Farace to explain the logistics on the annexation in line with the Comprehensive Plan.

Mr. Farace stated when the Comprehensive Plan was updated 5 or 6 years ago, there were opportunity areas for new or redevelopment like the Town Center and some property along North Avenue. This specific intersection was looked at where you have a combination of properties that are both in the Village and then outside the Village. It was looked at as a key opportunity because you have areas that can be annexed in for development or redevelopment which allows you to potentially annex in other properties in that immediate vicinity. The northwest corner of County Farm and North Avenue was annexed in a couple of years ago and was redeveloped into a small three-tenant commercial building.

Chairman Parisi called for a motion to temporarily adjourn at 6:28 p.m. due to a tornado warning so shelter can be taken in the basement. Commissioner Tucek moved and Commissioner seconded the motion.

Chairman Parisi called the meeting back into session at 7:30 p.m. and then asked for questions from the Commission.

Commissioner Meneghini asked if the applicant would be able to suffice or uphold the variations and stipulations.

Mr. David Cooper stated yes we will be able to.

Commissioner Meneghini had no further questions.

Commissioner Morris asked if the mulching Ms. Peterson was hearing at 4 in the morning could possibly be from the mulching on St. Charles Rd.

Ms. Peterson stated it probably is from the St. Charles location.

Mr. David Cooper added we will not be doing any mulching at this facility. If there is any processing, it would be done between business hours of 9 to 4. But right now we do not have intent of doing that on this property.

Commissioner Morris asked for an explanation of the self-service concept, how do people pay and how do you trust people to just not walk off with the stuff.

Mr. David Cooper stated we are hoping to trust people and we'll see how that works out. I know a couple of other people who have done it and it has been successful. We have a container with bins that are labeled with prices and there is a lockbox mounted inside the container where people would put cash or a check. We are working on a kiosk that would accept credit cards. Most of this is just directing them. Hopefully the honor system will work and we won't have to address that.

Commissioner Morris then asked if there would be any employees on location.

Mr. David Cooper replied not 24/7. Just during the day.

Commissioner Morris asked if the business would be open 24/7.

Mr. David Cooper stated just the firewood would be accessible 24/7 located in the front. During the day we will have people restocking.

Commissioner Morris had no further questions.

Commissioner Petella asked if they were going to take any of the existing buildings down.

Mr. David Cooper stated no, we are just going to utilize them the way they are.

Commissioner Petella asked about signage and what kind of trucks will be parked on the lot.

Mr. David Cooper stated we will have signage on County Farm Road with contact information and they would store their chipper truck and equipment related to that type of business. No large semi-trucks.

Commissioner Petella asked if they will be able to make a left hand turn into the location heading south on County Farm Road and if they will be installing Enter and Exit signs.

Mr. David Cooper stated just going north on County Farm you would be able to make a right turn in and we will be installing Enter and Exit signs.

Commissioner Petella asked if this location falls under the North Avenue Corridor.

Mr. Farace stated it was indicated in the Staff Report it is a non-conforming sign and we listed some stipulations within the annexation agreement in regards to the sign itself.,

Chairman Parisi stated that Commissioner Petella already raised this question so we don't fall underneath the jurisdiction of the North Avenue Corridor review. Is the address technically on County Farm or is it on North Avenue.

Mr. Farace asked for the sign only and Chairman Parisi responded for the entire property.

Mr. Farace stated we would look at it if they were demolishing the building and constructing new, but in concept, they are putting in a paver parking lot and putting some equipment for storage purposes. That would be more for architectural or landscaping and they do not have enough room for landscaping so there is not anything to review under our North Avenue Corridor application.

Commissioner Petella asked if they were not going to fall under our codes.

Mr. Farace stated they will.

Commissioner Tucek asked Mr. Farace why a traffic study was not needed.

Mr. Farace stated, based on the number of customers, staff did not feel it was necessary.

Mr. Meinzer stated this business wants to open up to customers which will bring more traffic and he feels a traffic study should be done.

Commissioner Tucek stated Kimberly Warren mentioned in her letter a dangerous u-turn. Do you know what she might have been addressing specifically because I'm not sure how this pertains to this case.

Chairman Parisi stated he knows u-turns are allowed on North Avenue but not on County Farm Road so the u-turn on North Avenue would not have an impact due to the business being on the wrong side of the street.

Commissioner Tucek asked if the red line on the site plan indicates where the proposed fence is being placed.

Mr. Farace stated the red line highlights the two properties themselves.

Commissioner Tucek asked if the proposed fence will extend as far south as North Avenue and block visual purposes from North Avenue.

Mr. Farace stated the fence will go along the County Farm property line and the rear of the property. It is not going to go all the way down to the North Avenue property line.

Commissioner Tucek asked if the trees between the property owners would be a hindrance and one of the property owners might take them down.

Ms. Peterson stated both her and Mr. Ryan Cooper and Mr. David Cooper agreed the trees will not be taken down.

Mr. David Cooper stated if they are overgrowing on their property there might be a need for trimming which was discussed with Ms. Peterson and she said that would be fine.

Commissioner Battisto asked how many trucks are being stored on the property because the property to the north is residential, privately owned.

Mr. David Cooper stated they would keep in mind the fact that the property is residential and only 5 trucks can fit.

Commissioner Battisto asked what is your reasoning for shrinking the buffer to 20 feet. Why not 30 or 35 feet or keep it at 40 feet.

Mr. David Cooper stated because there is not a lot of room on the property combined is only about nine-tenths of an acre and when we start cutting up on 20 feet in different areas then we lose quite a bit.

Commissioner Battisto stated but you're already encroaching on a residential zoned area with heavy equipment which will create a problem in that area zoned residential.

Mr. David Cooper stated we don't intend to create a problem and will put up a 7 foot privacy fence along that north and west property line.

Commissioner Battisto stated his biggest concern is that particular variance request.

Chairman Parisi asked Mr. Farace if the fencing will only be along County Farm and on the north side. There will be no fencing on the east side between this property and Ms. Peterson's property.

Mr. Bastian stated the new fence will pick up near the northwest corner of the office building, run up County Farm Road, wrap along the north side of the property, and according to the site plan, it will continue all the way down and ties into the northeast corner of the storage building.

Chairman Parisi stated there is a through flow on your site accessible either through two gates off County Farm Road and also from North Avenue through an entry drive.

Mr. David Cooper stated the one furthest to the south will be vacated or closed off and the other two will remain.

Chairman Parisi stated you don't plan on securing the site at night so the gates will remain open.

Mr. David Cooper stated that was correct.

Chairman Parisi asked will you be taking any deliveries to the site other than what you are generating on the site. Are there any materials being delivered to the site and staged on either County Farm or North Avenue. My concern is your proximity to the intersection so how do you envision the deliveries coming to this site.

Mr. David Cooper stated anything that's being delivered to the site would pertain to the business and they would come in through County Farm Road. We get firewood delivered and the truck would be facing south, would dump it at the existing storage building, exit out to North Avenue and make a right hand turn and go westbound.

Chairman Parisi asked if there was enough room to make a semi turn in the lot.

Mr. David Cooper stated we have already done that and delivered firewood and it has worked fine.

Chairman Parisi asked where the bins or storage containers are being stored.

Mr. Farace stated on the east side of the property.

Chairman Parisi asked if the storage containers have been painted.

Mr. David Cooper stated they already are painted some a neutral color that we ran through the Village of Carol Stream staff.

Chairman Parisi recommended to clad the storage containers to assimilate the frame building.

Chairman Parisi asked for any further questions from the Commission.

Commissioner Tucek asked to provide signage reading who to contact after business hours for emergency purposes.

Mr. David Cooper stated signs can be posted as to how to contact owner.

Commissioner Morris asked if they were worried about the lot being open with the storage of their trucks.

Mr. David Cooper stated If it becomes a problem, we will put a fence with gates to block off that area at the north entrance on County Farm Road.

Chairman Parisi asked if there were any further questions from the Commission or comments and there were none.

Motion to approve was made by Commissioner Tucek and seconded by Commissioner Meneghini with no further discussion.

The results of the roll call vote were:

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

Nays: 2 Commissioners Petella and Battisto

Abstain: 0

Absent: 1 Commissioner Christopher

The motion passed by majority vote.

This case will go before the Village Board on Monday, August 16, 2021, at 6:00 PM for review.

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

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

Nays: 2 Commissioners Petella and Battisto

Abstain: 0

Absent: 1 Commissioner Christopher

The motion passed by majority vote.

NEW BUSINESS:

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 7:54 p.m. Commissioner Meneghini moved and Commissioner Tucek seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 6 Commissioners Petella, Tucek, Morris and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 1 Commissioner Christopher

The motion was passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Patty Battaglia
Planning and Permitting Assistant

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

Chairman

PROCLAMATION

Designating August Back to School Safety Month

WHEREAS, the 2021-22 school year for local kindergarten, elementary and high school students begins this month; and

WHEREAS, the Village encourages the support and cooperation from the Carol Stream community at large to ensure the new school year gets off to a great start for the thousands of children and teens who attend school in our community; and

WHEREAS, there are countless ways to support local school children that include observing the cell phone and texting ban when driving in school zones, complying with the posted school zone speed limits, following the rules of the road for the safe sharing of roads with students biking to school, abiding by the Illinois Crosswalk law and strictly observing the rules of the road for sharing the roads with a school bus; and

WHEREAS, school parents are encouraged to chaperone their children when either walking their child or a group of neighborhood children to their school or when waiting with them at their designated bus stop; and

WHEREAS, school parents driving their child to school are reminded to follow the school protocols for dropping off and picking up their students that includes following all instructions from traffic patrol or community service officers as well as crossing guards and to observe the policy prohibiting the idling of your vehicle on or adjacent to school property during school pick up; and

WHEREAS, school parents should also teach their children about internet safety and the stranger danger program, insist on their respectful behavior on a school bus to both fellow students and the bus driver and to instruct their children to refrain from using their smart or cell phone when crossing streets to and from school.

NOW THEREFORE BE IT RESOLVED that, I, Mayor Frank Saverino and the Carol Stream Board of Trustees, DuPage County, Illinois, in the exercise of its home rule powers does hereby proclaim

August Back to School Safety Month

in Carol Stream and encourage all residents, motorists and school parents to exercise a duty of care to our local school children to ensure they have a safe and successful 2021-22 school year.

PROCLAIMED THIS 16th DAY OF AUGUST 2021

Frank Saverino Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Donald T. Bastian, Community Development Director *DTB*

DATE: August 11, 2021

RE: **Agenda Item for the August 16, 2021 Village Board Meeting – Public Hearing for an Annexation Agreement for 27W174 North Avenue and 2N441 County Farm Road (*Route 64, LLC*)**

This memorandum is intended to coordinate a public hearing before the Village Board regarding an Annexation Agreement for two parcels located at the northeast corner of North Avenue and County Farm Road totaling 38,088 square feet (0.87-acre). Parcel 1, located at 27W174 North Avenue, contains a 1,600 square foot office building previously occupied by *Complete Fence*, and Parcel 2, located at 2N441 County Farm Road, previously contained *D&D Kennels*. The parcels were recently purchased by Dave Cooper, Manager of *Route 64, LLC*.

The Village Board is required to conduct a public hearing on the proposed Annexation Agreement. The public hearing was properly noticed in *The Examiner* on July 28, 2021. A copy of the Notice of Public Hearing is attached.

BACKGROUND

With a basis in furthering economic development and community planning goals, the Village has long been interested in annexing properties in the vicinity of North Avenue and County Farm Road. This is reflected in the decision in the 1990s to extend the Village's public water and sanitary sewer systems west to Morton Road along the north and south sides of North Avenue, as well as in the jurisdictional boundary agreements the Village maintains in this area. This general area is one of the Key Opportunity Areas identified in the Village's 2016 Comprehensive Plan. Since 2015, the Village has annexed over 12 acres of land in the vicinity of North Avenue and County Farm Road, and annexation of the *Route 64, LLC* parcels would extend the Village's corporate boundary and provide further annexation and redevelopment opportunities for Carol Stream.

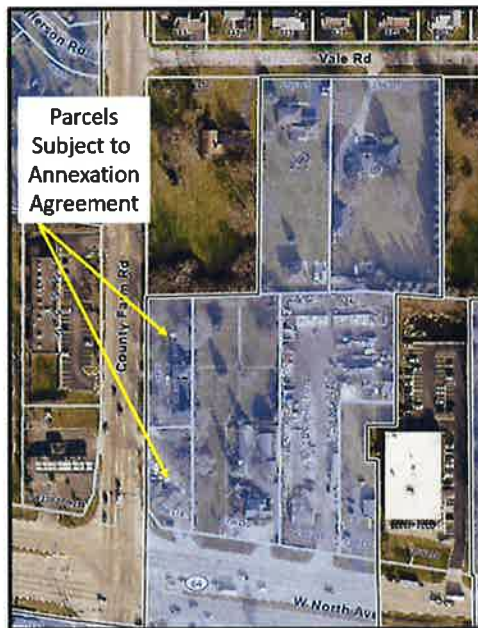
DISCUSSION

Route 64, LLC, proposes to use the parcels at the northeast corner of North Avenue and County Farm Road for a firewood, fire pit, lawn statue and garden supply sales business as permitted in the requested B-3 General Business District. Detailed information regarding the proposed use and site improvements is provided in the separate agenda item summarizing the Plan Commission's recommendation on the Zoning Map Amendment, Special Use and Variation requests.

Highlights of the proposed Annexation Agreement include:

- Within 15 days of the approval of the Annexation Agreement by the Village Board, the Village will pay an annexation incentive in the amount of \$25,000 to *Route 64, LLC*. Funds are included in the FY21/22 Planning & Economic Development program budget for this purpose.
- The property owner will install a seven foot tall wooden shadowbox style fence along the west property line (north of the office building), along the north property line, and along the east property lines extending south to the existing storage building.
- Should *Route 64, LLC* wish to connect to the Village's public water and sanitary sewer systems, building permit, water meter and connection fees will be waived. However, if *Route 64, LLC* does not connect to the Village's public water and sanitary sewer systems and sells the property, any subsequent owner would be required to pay all applicable fees.
- The agreement provides for a three-week period in April, and again in October, during which the owner may temporarily park a trailer containing seasonal merchandise between the office building and the North Avenue property line.

A map of the parcels that are the subject of the Annexation Agreement are shown on the map below (the shaded properties are currently unincorporated). The residential property immediately to the north of the subject properties is the Vale Road property currently owned by the Village.



RECOMMENDATION

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

DTB:db

Certificate of the Publisher

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

A notice, a true copy of which is attached, was published 1 times in The Examiner of Carol Stream, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on July 28, 2021 and the last publication of the notice was made in the newspaper dated and published on July 28, 2021. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Examiner Publications, Inc. has signed this certificate by Randall Petrik, its publisher, at The Village of Carol Stream, Illinois, on July 28, 2021.

Examiner Publications, Inc.

By: Publisher 

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

Subscribed and sworn to before me this 28 day of July, A.D. 2021.



Notary Public



NOTICE OF PUBLIC HEARING ON AN ANNEXATION AGREEMENT BY THE VILLAGE OF CAROL STREAM 27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD

Notice is hereby given that on Monday, August 16, 2021, at 6:00 pm, the Mayor and Board of Trustees of the Village of Carol Stream will hold a Public Hearing at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois, pursuant to 65 ILCS 5/11-15.1-1 et seq., for the purpose of considering and hearing testimony regarding a proposed annexation agreement with Route 64, LLC, and the annexation of two parcels of property located at the northeast corner of North Avenue and County Farm Road legally described as follows:

PARCEL 1:
The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.65 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:
Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 86.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51 seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor's East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor's West line, 101.32 feet to the centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline, 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.

P.I.N. 01-36-204-019
Parcel Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

The North 249.2 feet of the East 87.4 feet of the West 172.4 feet of that part of Lot 2 of the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 518.45 feet, more or less, to a point 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85 feet for a place of beginning; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to the place of beginning, according to the plat thereof recorded June 15, 1931, as Document 313722 in DuPage County, Illinois, except that part of the land taken and used by State of Illinois, Department of Transportation, pursuant to Order entered in case 95ED-13.

P.I.N. 01-36-204-014
Parcel Address: 2N441 County Farm Road, West Chicago, Illinois 60185

The two parcels of property comprise approximately 0.87 acres and are located at the northeast corner of North Avenue and County Farm Road (the Subject Property). It is proposed that upon annexation the Subject Property be zoned B-3 General Business District and that special use approval be granted to allow for the outdoor display and sale of merchandise and outdoor activities and operations in the form of vehicle and equipment storage. The following variations are also proposed to be granted: a) a variation to allow a fence to be located on the County Farm Road property line; b) a variation from the wooden shadowbox style fence requirement; c) a variation to allow truck and equipment parking less than 40 feet from an adjoining lot in a Residence District; d) a variation to allow a parking space to be located less than 20 feet from a street right-of-way line; e) a variation to allow on-site roadway pavement less than 10 feet from a street right-of-way line; f) a variation from the landscape requirements contained in the Unified Development Ordinance; g) a variation from the screening requirements for outdoor activities and operations; and h) a variation from the outdoor lighting illumination standards contained in the Unified Development Ordinance.

A copy of the annexation agreement and an accurate map of the Subject Property are on file with the Community Development Department and available for inspection. The proposed annexation agreement may be changed, altered, modified, or amended after the public hearing. All interested parties will be given an opportunity to be heard. Written comments with respect to the proposed annexation agreement may be submitted to the Village Clerk by 12:00 p.m. on August 16, 2021.

By order of the Village Board, Village of Carol Stream, Illinois. Published in The Examiner, Wednesday, July 28, 2021.

The Village of Carol Stream, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, requiring accommodations to allow observance of and/or participation in this meeting or who have questions about the accessibility of meeting facilities, contact the Village's ADA Coordinator, the Assistant Village Manager at (630) 871-6253 or call TDD (630) 668-5785, at least 24 hours before the meeting.

/s/ Julia Schwarze

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: August 11, 2021

RE: **Agenda Item for the Village Board Meeting of August 16, 2021**
PC/ZBA Case 21-0038, Route 64, LLC – 27W174 North Avenue and 2N441 County Farm Road, Zoning Map Amendment to B-3 District (upon Annexation), Special Use Permits for outdoor display and sale of merchandise and outdoor activities and operations, Variation to allow a fence on the County Farm Road property line, Variation for truck and equipment parking less than 40 feet from an adjoining lot in a Residence District, Variation to allow a parking space less than 20 feet from a street right-of-way line, Variation to allow on-site roadway pavement less than 10 feet from a street right-of-way line, Variation from landscape requirements, Variation from screening requirements, and Variation from the outdoor lighting and illumination standards

The applicant, David Cooper of Route 64, LLC, seeks approval a Zoning Map Amendment, Special Use Permits, and Variations from the Unified Development Ordinance (UDO) in association with the annexation of the two properties at the northeast corner of North Avenue and County Farm Roads (the annexation and annexation agreement requests are also on the August 16 Village Board agenda). The applicant has recently purchased the two properties and proposes to establish a firewood and outdoor yard products business, including outdoor display of merchandise and storage of vehicles. The subject properties are located within the North Avenue/County Farm Road Node, which is identified in the 2016 Comprehensive Plan as a Key Opportunity Area in terms of annexation, development, and redevelopment opportunities. The use of the site for a commercial use fits within the Corridor Commercial designation, the general objectives of the Comprehensive Plan, and the intent of the B-3 District.


Special Use requests include the display of merchandise such as firewood, fire pits, and garden accessories, and outdoor storage of trucks, equipment and two cargo containers to store firewood. Most of the merchandise and outdoor storage will be screened by a seven-foot tall shadowbox style fence, excluding merchandise displayed near the intersection. Variation requests include the location of fencing, truck and equipment parking in proximity to the Village-owned property on Vale, pavement and parking spaces in proximity to street right-of-way, and requirements for landscaping, lighting, and screening of outdoor storage. Both IDOT and DuDOT have acquired right-of-way from this site over the years along both North and County Farm, which has reduced site area and made compliance with setback and typical development requirements difficult or impractical. Given the site constraints, the existing conditions of the site, and limited area to accommodate UDO requirements, staff supports the requested variations in this instance. Staff also supports the Special Use and Zoning Map Amendment requests.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 6, 2021. At its meeting on August 9, 2021, by a vote of 4-2, the PC/ZBA recommended approval of the Zoning Map Amendment, and also recommended approval of the Special Uses and Variations subject to the conditions in the August 9, 2021 staff report. If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Map Amendment, Special Use Permits and Variations for Route 64, LLC, subject to the conditions contained within the Ordinances, and adopt the necessary Ordinances.

ec: David Cooper (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Phil Modaff, Director of Public Works 

DATE: August 12, 2021

RE: Recommendation to Enter Into an Engineering Services Agreement for Design-Build Services for Construction of Pump Station Improvements and Installation of Reservoir Mixers

The FY22 budget includes funds to install several energy-efficiency improvements at the Kuhn Road water pump station (west side) and installation of mixers in the two, 2.5 million gallon reservoirs at Kuhn Road and at the Public Works Center (east side). Staff is recommending a design-build approach to this project utilizing the services of engineering consultant Baxter & Woodman.

Three energy-efficiency projects were initially identified following an analysis of equipment and operations at the west side station after staff noticed significantly higher electric consumption compared to the similar pump station at the east side station. Baxter & Woodman conducted the analysis after helping to secure a grant from ComEd that covered the entire cost (\$9,000) of the study.

Specifically, staff is recommending two of the three Energy Conservation Measures (ECM) identified in the study. These two projects are estimated to produce a combined reduction of over 89,339 kilowatt hours (kWh) per year and an energy cost-savings of \$6,254 per year. Factoring in an additional one-time incentive of \$10,721 from ComEd, the combined simple payback of ECM-1 and ECM-2 has been estimated at 12.44 years. The estimated lifespan of the recommended equipment for ECM's 1 and 2 is estimate to be at least twenty (20) years. The payback for a third item (ECM-3) is about 30 years, which is well beyond the expected lifespan of the equipment. Therefore, staff is not recommending moving forward with ECM-3.

Below is a brief summary of the two recommended ECM's and their operational benefits:

1. Install two (2) variable frequency drives (VFD)¹ on two high-pressure booster pumps. Pump speeds would then be set to modulate according to influent pressure from DuPage Water Commission (DWC), rather than at a static speed as currently operated. **Annual energy reduction: 48,524 kWh**

¹ A VFD is a type of motor controller that drives an electric motor by varying the frequency and voltage of its power supply.

2. The high-service pumps are activated to supply water from the reservoir under heavier demand and require higher energy consumption than the booster pumps that normally pump water to the system. Energy reduction can be realized by reducing the frequency and duration of activation of the high-service pumps. This will require the addition of a small pump so that it can inject chlorine into the reservoir to allow for proper disinfection. **Annual Energy reduction: 40,815 kWh.**

In addition, installation of mixers in both the west and east reservoirs is recommended by staff to address a condition common in water storage tanks referred to as stratification. As water moves in and out of the reservoirs (never fully emptying), the water will tend to stratify because both the intake and output piping is at the bottom of the reservoir. Without mixing, the water can stratify and the higher levels can experience a reduction in chlorine residual due to length of time in the reservoir and exposure to higher temperatures. We have selected solar-powered mixers that will operate continuously and prevent stratification from occurring.²

Staff is recommending a design-build process for this project and utilizing the services of consulting engineering firm Baxter & Woodman.³ Under the design-build scenario, the selected engineering firm enters into an agreement with the agency to provide all project-related services for an agreed-upon price. Design-build services include preparation of project scope and final engineering, construction by a contractor selected by the engineer and construction oversight. The design-build process is allowed in the State of Illinois in cases where it is probable that this process will provide a savings of time or cost over the more traditional design-bid-build process.⁴ In this case, staff recommends Baxter & Woodman due to their familiarity with the pump station (which they originally designed) and the Village's overall water system, coupled with their analysis of the energy-consumption issues and identification and design of energy-saving improvements. All of these factors will allow for time saving in the design phase, eliminate the bidding phase and reduce the potential for conflict between designer and builder in the construction phase.

The budget provides a total of \$220,000, based on an estimate generated by Baxter & Woodman in late 2020 for all three ECM's identified in the study. However, since the budget estimate was prepared, supply-chain issues have driven up pricing on a wide variety of construction materials and equipment, with costs for some critical equipment increasing between 20-40%. This would have caused the project to be over budget, but the decision to eliminate ECM-3 (due to a poor return-on-investment) brought the total cost back within budget. The attached design-build agreement from Baxter & Woodman proposes a total project cost of \$218,000.

Staff recommends a Motion to Approve the attached Engineering Services Agreement with Baxter & Woodman for design-build services for Construction of Pump Station Improvements and Installation of Reservoir Mixers in the amount of \$218,000.

Attachment

² A mixer was recently installed in the Lies Road tower during the painting project.

³ A design-build services contract with Baxter & Woodman was utilized two years ago on the emergency water main lining project on North Avenue adjacent to the Hampton Inn.

⁴ The design-build process also provides some protection against unexpected change orders, barring change in scope by the owner.

VILLAGE OF CAROL STREAM
 Water Pumping Station Modifications – Energy Reduction Improvements
 Contract for Design-Build Project

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

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

1. CONTRACT DOCUMENTS.

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

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

2. SCOPE OF THE WORK.

2.1 The Contractor agrees to provide labor, equipment, and materials necessary to perform the following (hereinafter referred to as the “Work”):

- (1) ECM-1:
 - Remove (2) 20HP starters and replace with (2) 20HP ABB VFDs
 - Remove Cla-Val pump control valves and replace with swing check valves
 - SCADA Integration
- (2) ECM-2
 - Furnish and install 2HP jet pump
 - Furnish and install new chlorination system
 - Furnish and install pipe, valves, fittings as required
 - Furnish and install conduit, wiring, breakers, connections for power and control
 - SCADA Integration
- (3) Storage Tank Mixers
 - Furnish and install solar powered tank mixer per IXOM scope at Kuhn Rd Storage Tank
 - Furnish and install solar powered tank mixer per IXOM scope at Gerzevski Rd Storage Tank
- (4) Start-up, Training, IOMs, Record drawings, and project closeout

(5) ASSUMPTIONS:

- Disinfection by swabbing only
- No pipe testing; visual only
- No hot taps/linestops; Village provides outages as needed
- Painting of affected ductile iron pipe and new chlorine piping, conduit not to be painted

3. SCHEDULE.

- 3.1 The Contractor is authorized to begin Work as of the effective date of this Contract and shall complete the Work within 174 days of issuance of IEPA Construction Permit (hereinafter referred to as the "Contract Time").
- 3.2 If the Owner authorizes changes in the scope, extent, or character of the Work the Contract Time for completion of the Work, and Contract Fee shall be adjusted equitably.
- 3.3 If the Contractor is hindered, delayed or prevented from performing Work as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the Contract Time shall be extended by the period of the resulting delay and the Contract Fee shall be adjusted equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. PAYMENT.

- 4.1 The Owner agrees to pay the Contractor a Lump Sum amount of Two-hundred Eighteen Thousand Dollars (\$218,000.00) (hereinafter referred to as the "Contract Sum") to complete the Work. The Contract Sum shall not be increased without the express written consent of the Owner.
- 4.2 The Owner is exempt from the Illinois State, municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Compiled Statute Chapter 35. The Contract Sum shall not include the cost of such taxes.
- 4.3 The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment shall not be made by the Owner without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.
- 4.4 No payment will be made by the Owner for material not actually installed and built into the Work without written authorization for the Owner.
- 4.5 The Contractor agrees to provide the Owner with a final release and waiver of all liens covering all of the Work performed under the Contract prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.
- 4.6 All payments shall be made to Contractor by the Owner pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.)

5. OWNER'S RESPONSIBILITIES.

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

6. CONTRACTOR'S RESPONSIBILITIES.

- 6.1 The Contractor shall perform the Work in accordance with the Contract Documents. The Contractor shall perform its services with the standard of care for contractors experienced in the construction of similar projects in size and scope. Contractor shall be responsible for services provided hereunder whether such services are provided directly by Contractor or by persons or entities hired by Contractor.
- 6.2 The Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Owner in a separate written document, for all utilities required such as light, heat and water.
- 6.3 The Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for two (2) years after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies, the Contractor agrees to correct them with reasonable promptness after receiving notice of said deficiencies from the Owner.
- 6.4 The Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 6.5 The Contractor shall comply with local, state and federal statutes, ordinances, codes, rules and regulations pertaining to the performance of the Work, including but not limited to the applicable provisions of the Substance Abuse Prevention on Public Works Projects Act, Illinois Public Works Employment Discrimination Act, and the Illinois Human Rights Act.
- 6.6 The Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor to all laborers, workers, and mechanics performing the Work. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Contractor and each of its subcontractors participating on the Work shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Contractor and any of its subcontractors shall submit a monthly-certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

7. ASSIGNMENT.

- 7.1 Contractor shall not assign the duties and obligations involved in the performance of the Work except to the list of Subcontractors approved by the Owner, which approval shall not be unreasonably withheld.

- 7.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.
- 7.3 The Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

8. PERFORMANCE AND PAYMENT BONDS.

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

9. INDEMNIFICATION AND MUTUAL WAIVER.

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

10. INSURANCE.

- 10.1 For the duration of the Work, the Contractor shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided the Owner upon written

request. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI.

- 10.2 The Contractor shall not commence services under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Contractor shall not allow any subcontractor to commence services on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Owner.
- 10.3 The Owner, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder with the exception of workers compensation and professional liability. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of the performance of the Work.
- 10.4 The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

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

11. TERM & TERMINATION.

- 11.1 The term of this Contract commences as of the Effective Date and, unless terminated earlier pursuant to any of the Contract's express provisions, will continue in effect until the parties have performed their obligations under the Contract's terms and conditions.
- 11.2 In addition to any other express termination right set forth elsewhere in this Contract:
- (1) Contractor may terminate this Contract, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Contractor's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.
 - (2) Either party may terminate this Contract effective on written notice to the other party if the other party materially breaches this Contract through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.
- 11.3 Either party may terminate this Contract, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent

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

11.4 If this Contract is terminated by either party, the Contractor shall be paid for all Services performed through the effective date of termination, including reimbursable expenses.

12. SUCCESSORS, ASSIGNS AND BENEFICIARIES.

12.1 Owner and Contractor are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Contract with respect to all covenants, terms, promises, and obligations contained herein.

12.2 Neither the Owner nor Contractor may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Contract without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Contract.

13. DISPUTE RESOLUTION.

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

14. MISCELLANEOUS PROVISIONS.

14.1 This Contract is governed by the law of the state or jurisdiction in which the Work is located.

14.2 Any notice required under this Contract will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

14.3 All express representations, waivers, indemnifications, and limitations of liability in this Contract will survive its completion and/or termination.

14.4 Any provision or part of the Contract held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Contractor, which agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

14.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this

Contract, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- 14.6 This Contract, together with any other documents incorporated herein by reference, constitutes the entire Contract between Owner and Contractor and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Contract is effective unless it is in writing and signed by each party.
- 14.7 With the execution of this Contract, Contractor and Owner shall designate specific individuals to act as Contractor's and Owner's representatives with respect to the Work to be performed or furnished by Contractor and responsibilities of Owner under this Contract. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Work on behalf of the respective party whom the individual represents.
- 14.8 The Contractor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.
- 14.9 The Contractor certifies that he/she/it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
- 14.10 The Contractor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
- 14.11 Contractor certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.
- 14.12 The Village or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.
- 14.13 This Contract may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Contract. A signed copy of the Contract delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

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

Baxter & Woodman, Inc.
Print Company Name

Derek J. Wold Executive Vice President
By Position/Title

Julie M. Crayton Deputy Secretary
By Position/Title

THE VILLAGE OF CAROL STREAM, ILLINOIS

By Mayor

Attest

Village Clerk

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

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


Phone Number: 815-444-3335
Email Address: dwold@baxterwoodman.com

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

Designated Representative:
Philip J. Modaff, Public Works Director

Phone Number: 630-871-6260
Email Address: pmodaff@carolstream.org

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: William N. Cleveland, Engineering Services Director 
DATE: August 11, 2020
RE: Illinois Commerce Commission – Petition to construct the Lies Road Bike Trail across the Chicago, Central and Pacific Railroad

As part of the Lies Road Bike Trail project, the Village needs to obtain permission from the Illinois Commerce Commission (ICC) to build the trail across the Chicago, Central and Pacific Railroad (CC& PRR). The ICC has jurisdiction regarding railroad crossings in Illinois.

This petition requests permission for design, construction and maintenance of the trail at the Village's expense, and reimburse the CC & PRR for any of their costs related to the project. Additional warning or safety devices could also be requested by the ICC at the Village's expense. Currently, \$578,600 is programmed for construction (\$134,560 Village share) and \$122,988 for design (\$24,598 Village share) for this grant funded project. This includes design and construction of the railroad crossing.

Engineering staff therefore recommends that the Village Attorney be directed to file this petition on behalf of the Village and represent the Village if required by the ICC for public hearings on the petition.

Attachment

Cc: Jim Rhodes, Village Attorney
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

VILLAGE OF CAROL STREAM, ILLINOIS, a municipal Corporation,)	
)	
)	
Petitioner,)	
vs.)	
)	
CHICAGO, CENTRAL AND PACIFIC RAILROAD COMPANY)	No. T21-
_____)	
)	
Respondent,)	
)	

PETITION

The Village of Carol Stream, DuPage County, Illinois, a municipal corporation, (hereinafter referred to as "Carol Stream") petitions the Illinois Commerce Commission (hereinafter referred to as the "Commission") to enter an order pursuant to the authority in Section 18c 7401(3) of the Illinois Commercial Transportation Law (625 ILCS 5/18c 7401(3)) to permit the construction and maintenance of a ten-foot (10') wide bike and pedestrian crossing on the north side of Lies Road at its intersection with the tracks of the Chicago, Central and Pacific Railroad Company (hereinafter referred to as the "CC&PRR designated as AAR/DOT #911769T, railroad mile post 29.30. In support of its petition, Carol Stream states as follows:

1. Carol Stream is a municipal corporation organized and existing under the laws of the State of Illinois with its principal offices in DuPage County, Illinois.
2. The Chicago, Central and Pacific Railroad Company is a rail carrier engaged in the transportation of persons and property by rail in the State of Illinois.
3. An open highway-rail crossing exists within the corporate limits of Carol Stream located at Lies Road at its intersection with the tracks of the CC&PRR, designated as AAR/DOT #911769T, railroad mile post 29.30, as depicted in Exhibit "A" attached hereto and made a part hereof and legally described on Exhibit "B" attached hereto and made a part hereof.

4. Carol Stream has determined that it is necessary to promote public safety and convenience to the public that the existing railroad grade crossing located at Lies Road at its intersection with the tracks of the CC&PRR, designated as AAR/DOT #911769T, railroad mile post 29.30, be altered by the addition of a ten-foot (10') wide bike and pedestrian crossing on the north side of Lies Road, as shown on the plans attached hereto as Exhibit "C" and made a part hereof (hereinafter referred to as the "Project").

5. If the Project is approved by the Commission, including such other or additional warning devices as the Commission determines are necessary to preserve public safety, Carol Stream proposes to pay the costs and to reimburse the CC&PRR for its reasonable and necessary costs for the engineering and construction of the Project subject to the agreement of the parties.

6. If the Project is approved by the Commission and constructed, Carol Stream proposes to pay the maintenance costs of the ten-foot (10') wide bike and pedestrian crossing and such other or additional warning devices as the Commission determines are necessary to preserve public safety, subject to the agreement of the parties.

WHEREFORE, Carol Stream requests that the Commission enter an order pursuant to the authority in Section 18c 7401(3) of the Illinois Commercial Transportation Law (625 ILCS 5/18c 7401(3) as follows:

A. Finding that the Commission has jurisdiction over Carol Stream and the CC&PRR and the subject matter of the proceeding;

B. Finding that the construction and maintenance of a ten-foot (10') wide bike and pedestrian crossing on the north side of Lies Road at its intersection with the tracks of the CC&PRR, designated as AAR/DOT #911769T, railroad mile post 29.30, requested by Carol Stream are necessary to promote safety and convenience to the public;

C. Granting permission for the construction and maintenance of a ten-foot (10') wide bike and pedestrian crossing on the north side of Lies Road at its intersection with the tracks of the CC&PRR, designated as AAR/DOT #911769T, railroad mile post 29.30, substantially as shown on the plans attached hereto as Exhibit "C" upon such terms and conditions as may be reasonably necessary;

D. To apportion the cost of the engineering and construction of the Project, including such other or additional warning devices as the Commission determines are necessary to preserve public safety, to Carol Stream and to order Carol Stream to reimburse the CC&PRR for its reasonable and necessary costs, for the engineering and construction of the Project subject to the agreement of the parties;

E. To apportion the cost of maintenance of the constructed improvements, apportioning the maintenance costs of the ten-foot (10') wide bike and pedestrian and such other or additional warning devices as the Commission determines are necessary to preserve public safety to Carol Stream; and

F. Such other and further relief as the Commission deems appropriate.

VILLAGE OF CAROL STREAM, a municipal corporation,

BY: _____
Frank Saverino, Mayor of the Village of Carol Stream

State of Illinois }
 }ss.
County of DuPage }

Frank Saverino, being first duly sworn on oath states that he has read the above and foregoing Petition, that the statements set forth in the petition are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Frank Saverino, Mayor

Subscribed and sworn to before me
This XX day of August 2021

NOTARY PUBLIC

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

VILLAGE OF CAROL STREAM, ILLINOIS, a municipal Corporation,

Petitioner,

vs.

CHICAGO, CENTRAL AND PACIFIC RAILROAD COMPANY

Respondent,

No. T21-_____

NOTICE OF FILING

TO: Chicago, Central and Pacific Railroad Company
29 N. Wacker Dr.
Suite 920
Chicago, IL 60606

Chicago, Central and Pacific Railroad Company
935 de La Gauchetiere Street West
Floor 16
Montreal, CANADA, QC H3B 2M9

PLEASE TAKE NOTICE that on the **XX** day of August 2021, I caused to be electronically filed in the office of the Clerk of the Illinois Commerce Commission, on behalf of the Petitioner, a **Notice of Filing** and **Petition**, copies of which are attached hereto.

By: _____

CERTIFICATE OF SERVICE

The undersigned certifies that **he/she** served the Notice of Filing and Petition by mailing true and accurate copies of same to:

Chicago, Central and Pacific Railroad Company
29 N. Wacker Dr.
Suite 920
Chicago, IL 60606

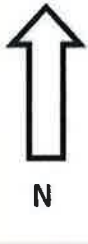
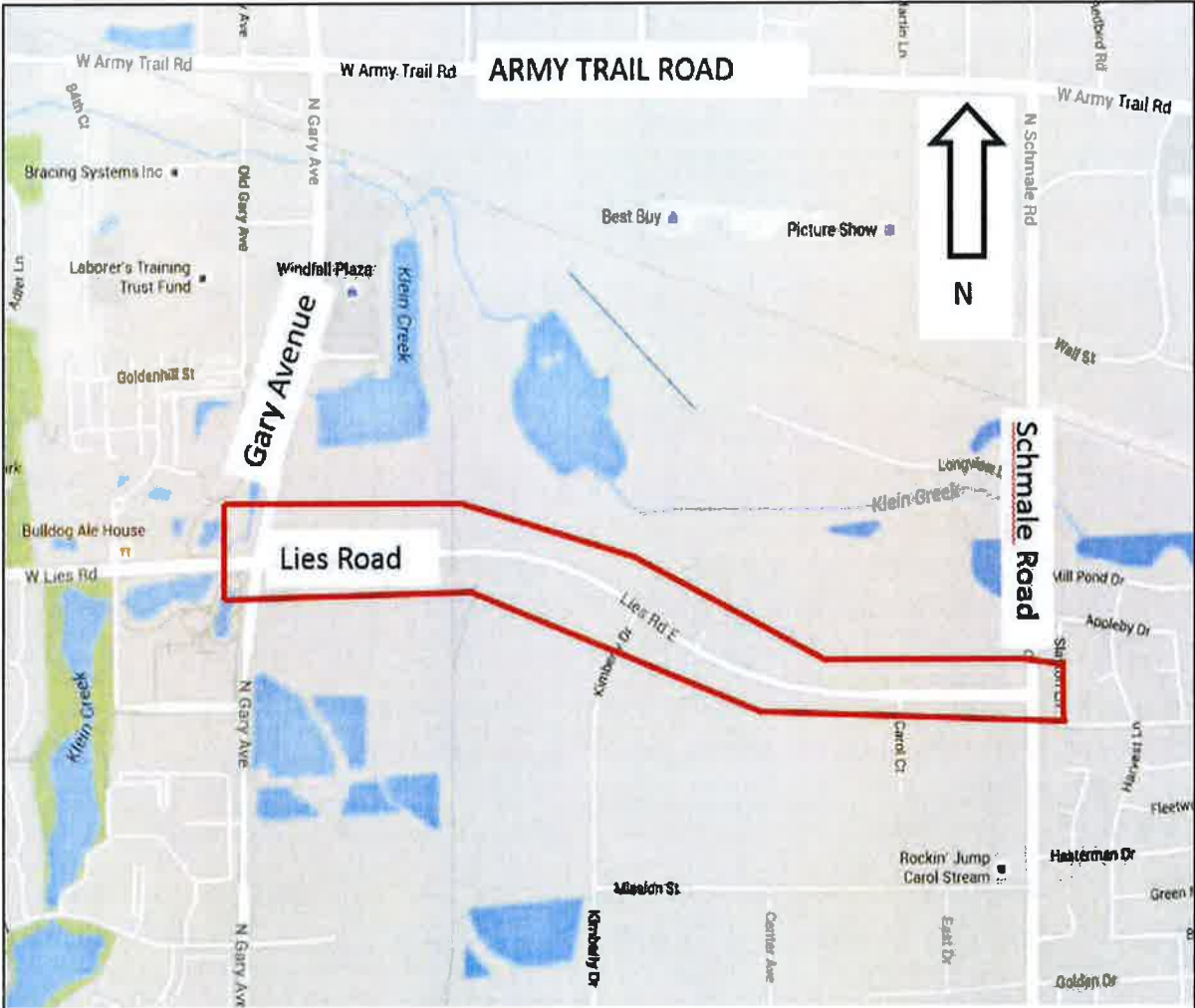
Chicago, Central and Pacific Railroad Company
935 de La Gauchetiere Street West
Floor 16
Montreal, CANADA, QC H3B 2M9

by depositing same, proper postage prepaid, in the U.S. mail located at **XXXXXX** at or before **XX** on the **XX** day of August 2021.

Subscribed and sworn before me
This **XX** day of August 2021

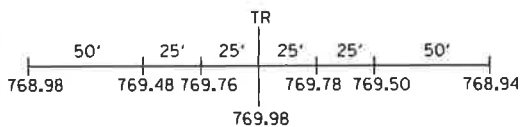
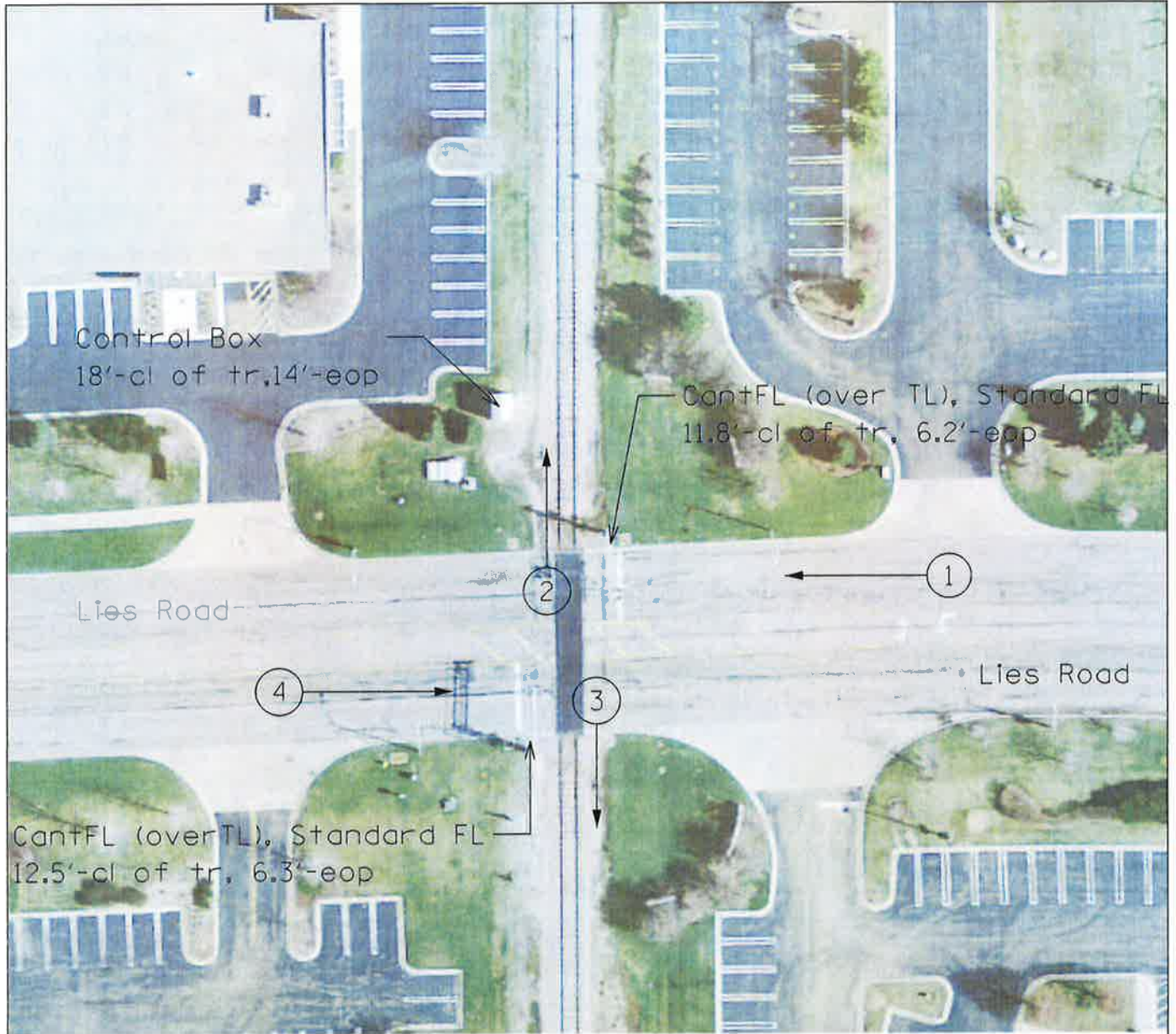
NOTARY PUBLIC

EXHIBIT "A"
PROJECT LOCATION



PROJECT AREA

LIES ROAD
 GARY AVENUE TO SCHMALE ROAD
 VILLAGE OF CAROL STREAM
 DUPAGE COUNTY
PROJECT LOCATION MAP
 NOT TO SCALE DATE: 02/18/2020



ROAD PROFILE

SEE PICTURES 1 THRU 4 ON FOLLOWING PAGES.

③ Photo Location



Crossing #: 911769T
 Location: DuPage Co., City of Carol Stream
 Lat/Long: 41°55'52"/88°6'55"
 Railroad: Chicago, Central and Pacific RR
 Street: Lies Road
 Railroad Milepost: 29.30
 Crossing Protection: Train Activated Devices

Picture 1

Looking West



Google earth

© 2017 Google



8.11 ft

Picture 2

Looking North



Google earth

© 2017 Google

7.05 ft



Picture 3

Looking South



Google earth

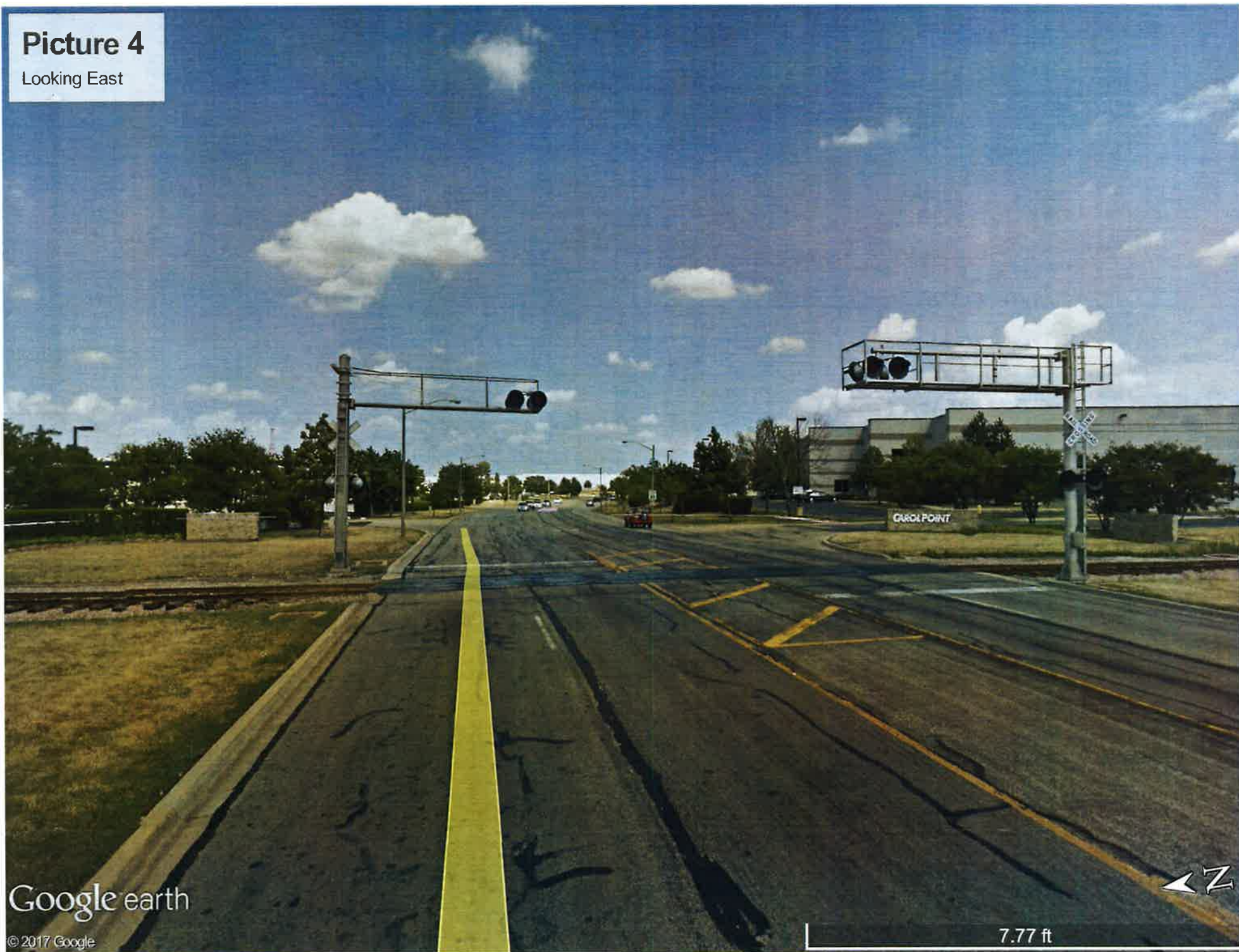
© 2017 Google

6.91 ft



Picture 4

Looking East



Google earth

© 2017 Google

7.77 ft

EXHIBIT "B"
RESOLUTION AND LEGAL DESCRIPTION

VILLAGE OF CAROL STREAM
500 N. Gary
Carol Stream, Illinois 60188

RESOLUTION NO. 1258

A RESOLUTION ACCEPTING A GRANT OF EASEMENT
FROM CHICAGO, CENTRAL AND PACIFIC RAILROAD
LIES ROAD - CAROL POINT BUSINESS PARK

ADOPTED BY THE PRESIDENT AND
BOARD OF TRUSTEES OF THE VILLAGE OF
CAROL STREAM

THIS 28TH DAY OF AUGUST, 1990

Published in pamphlet form by
authority of the President and
Board of Trustees of the
Village of Carol Stream
County of DuPage, Illinois
this 30th day of August, 1990

RESOLUTION NO. 1258

A RESOLUTION ACCEPTING A GRANT OF EASEMENT
EASEMENT FROM CHICAGO, CENTRAL AND PACIFIC RAILROAD
LIES ROAD - CAROL POINT BUSINESS PARK

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

SECTION 1: The Village of Carol Stream does hereby accept a
Grant of Easement for a public road on and across the land of the
Chicago, Central and Pacific Railroad in the Carol Point Business
Park.

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 28th DAY OF AUGUST, 1990

AYES: Trustees Barron, Pugh, Vinson, McNees, Gerzevske,
Phillips, President Ferraro

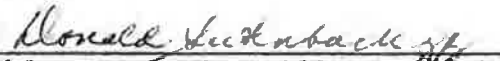
NAYS: None

ABSENT: None



Ross Ferraro, Village President

ATTEST:



Donald Sutenbach, Village Clerk

LIES ROAD

THIS INDENTURE WITNESSETH, that the Grantor, CHICAGO, CENTRAL & PACIFIC RAILROAD, a corporation of the State of Delaware, for and in consideration of the sum of Five Hundred Dollars (\$500.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, so far as it lawfully may, to Village of Carol Stream, Illinois, the Grantee, an permanent easement for Roadway, hereinafter for convenience referred to as "structure", on and across the land of said CHICAGO, CENTRAL & PACIFIC RAILROAD, in the vicinity of Carol Stream, Illinois, more particularly described as TRACT A and as shown in outlined red on print, labeled Exhibit "A", attached hereto and made a part hereof.

The grant aforesaid is made solely upon the conditions and limitation herein contained and the Grantee, by the acceptance of said grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. The easement herein granted is limited to the uses and purposes hereinabove expressed and for no other purpose whatsoever.

2. The Grantor reserves unto itself, its licensees, lessees, successors and assigns, the right not only to continue the presence and use of all tracks and other facilities or structures now existing upon or beneath the surface of, or above, the above described premises. but also the right to install and operate additional tracks, facilities and structures upon and beneath the surface of and above described premises. The Grantor further reserves the right to grant to others permission to install other facilities and structures, including, but not limited to, underground pipes and conduits upon and beneath the surface of said premises an overhead wires, cables and poles or other structures for the support thereof which may be hereafter located thereon, provided that said installations may be made without substantial interference with the use of said premises as herein provided.

LIES ROAD

3. The Grantee agrees that the Grantor and its property shall not be subjected to any charge or assessment or for any expense of any kind or character whatsoever arising from, growing out of, or in any way attributable to the construction, maintenance, or operation of the aforesaid structure, whether located within or without the confines of Grantor's property, nor for any crossing protection there at, nor for any highway improvement thereon in the event this easement is for highway purposes. Should Grantor or Grantor's property legally be subjected to any such charge or assessment, Grantee agrees to pay Grantor as additional compensation for the rights granted in this instrument an amount of money equal to any such charge or assessment paid by Grantor.

4. The Grantor does not warrant the title to the above described premises in which the foregoing easement is granted and the Grantor does not undertake to defend the Grantee in the peaceable enjoyment thereof, but the grant of this easement shall be subject to the continuing lien of all lawful outstanding existing liens and superior rights, if any, in and to said premises.

5. In the event the work to be performed by the Grantee is to be let by contract, the Grantee shall require its contractor, or contractors, before entering upon the tracks and waylands of the Grantor for performance of any construction of maintenance work, or work preparatory thereto, to secure permission from the authorized representative of the Grantor for the occupancy and use of its premises and confer with the Grantor relative to its requirements for clearances, operation, and general safety regulations.

The Grantee will require its contractor to use all reasonable care to avoid accident, damage, or delay to the Grantor's trains or other property as determined by the Grantor's Engineer or his authorized representative. The Grantee will require its contractor upon completion of the work to remove from the Grantor's right of way all machinery, equipment, temporary buildings, falsework or rubbish left by virtue of said contractor's operations, and to leave the premises in a near condition, satisfactory to the Grantor's Engineer or his authorized representative. All work herein provided to be done by the Grantee's contractor on the Grantor's right of way shall be done under the supervision, inspection and direction of the Grantee's personnel to the satisfaction of the Grantor's Engineer or his authorized representative.

LIES ROAD

6. Grantee agrees to protect, indemnify and save harmless Grantor, its officers, agents, employees and its successors and assigns from any and all liability, loss, cost, damage expense and claims of whatever kind and property damage, including court cost and reasonable attorney's fees, arising directly, or indirectly out of, or incidental to Grantee's construction, or maintenance obligation, as set forth in separate Agreement between Grantor and Grantee dated AUGUST 28, 1990, unless such incident is the result of Grantor's gross negligence.

7. In the event that the public use of the aforesaid easement across the said premises for the purposes herein expressed shall be abandoned or otherwise discontinued, or in the event the Grantee shall violate any of the terms of this grant, the said easement shall thereupon cease and terminate, and the Grantee shall surrender or cause to be surrendered to the Grantor, or its successors or assigns, the peaceable possession of the above described premises, and title to said premises shall remain in the Grantor, or its successors or assigns, free and clear of all rights and claims of the Grantee and of the public for use and occupancy of said premises. Full and complete title, ownership and use of Grantor's premises and of the portions thereof herein involved are reserved to Grantor, its successors or assigns, subject to the right, permission and authority herein expressly granted. Upon termination hereof for any reason whatsoever the Grantee hereby agrees to restore the premises of the Grantor to a like condition as at present, insofar as the same may be practicable in the opinion of the duly authorized representative of the Grantor.

8. This indenture shall run with the land and be binding upon the grantees, successors, lessees and assigns of the parties hereto.

9. This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original and all shall constitute but one and the same instrument.

LIES ROAD

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized as of the 28TH day of AUGUST, A.D. 1990.

CHICAGO, CENTRAL & PACIFIC
RAILROAD COMPANY

By Lyle D Reed
Title PRESIDENT

ATTEST:

By Shirley Austin

VILLAGE OF CAROL STREAM,
ILLINOIS

By Ron Tavano
Title President

ATTEST:

By Ronald Jutenbach
Title Village Clerk

PLEASE ATTACH RESOLUTION

GBC/rkm/90082002.dw

Exhibit A-1

TRACT A LEGAL DESCRIPTION

Parts of the Southeast Quarter of Section 20 and the Northeast Quarter of Section 29, Township 40 North, Range 10 East of the Third Principle Meridian in DuPage County, Illinois described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 29-40-10; thence N87-31-12E along the North line of the Northeast Quarter of Section 29-40-10 a distance of 145.56 feet to the easterly Right of Way of Gary Avenue as recorded by document R80-06941; thence southerly along said Right of way line a distance of 51.34 feet, said line being a curve to the left with a radius of 5238.84 feet and a central angle of 0-33'-41", to the southerly Right of Way line of Lies Road as recorded by Document R90-081082; thence N87-31-12E along said Right of Way line a distance of 1195.83 feet; thence N87-31-12E along the southerly Right of Way of Lies Road as recorded by Document R90-076923 a distance of 45.04 feet to the west line of the Railroad Right of Way Recorded by Document R65-1977 and Rerecorded as Document R65-34728, said point being the point of beginning; Thence N0-07-53W along said Railroad Right of way a distance of 50.04 feet to a point on the North Line of the Northeast Quarter of Section 29-40-10; thence N0-07-48 along said Railroad Right of way a distance of 50.04 feet to the Northerly Right of Way of Lies Road; thence N87-31-12E along the Northerly Right of Way of Lies Road a distance of 50.04 feet to the east line of said railroad Right of Way; thence S0-07-48E along said Railroad Right of Way a distance of 50.04 feet to a point on the North line of the Northeast quarter of Section 29-40-10; thence S0-07-53E a distance of 50.04 feet to the southerly Right of Way of Lies Road; Thence S87-31-12W along said Lies Road Right of Way a Distance of 50.04 feet to the point of Beginning in DuPage County, Illinois.

TRACT A LEGAL DESCRIPTION EXHIBIT A-2

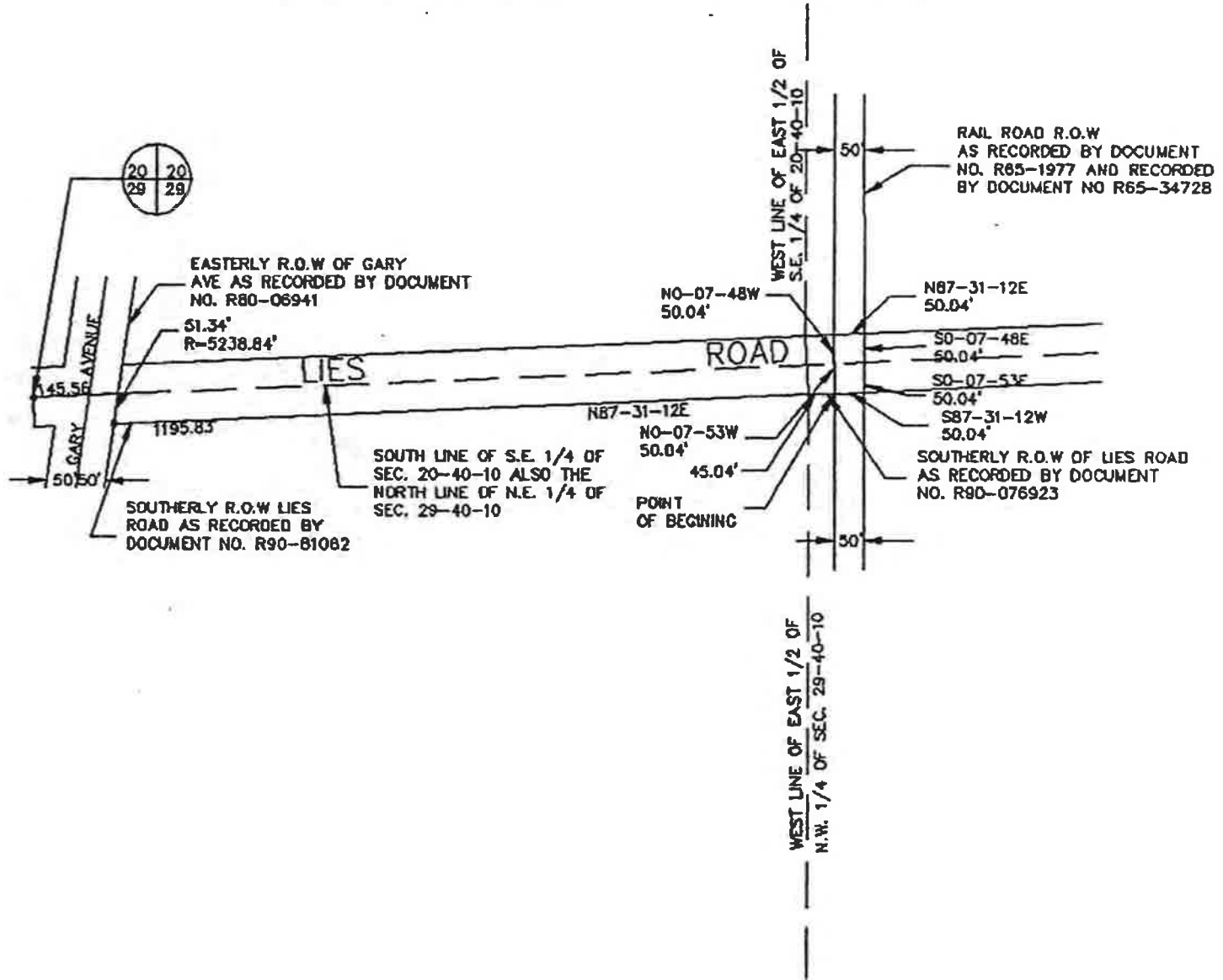
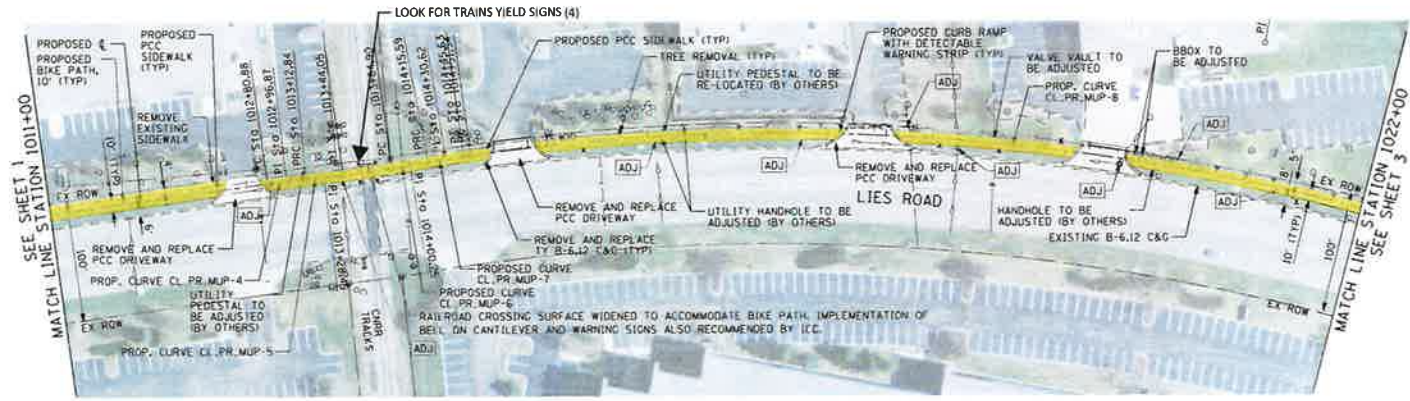
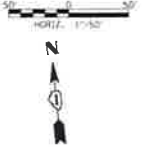


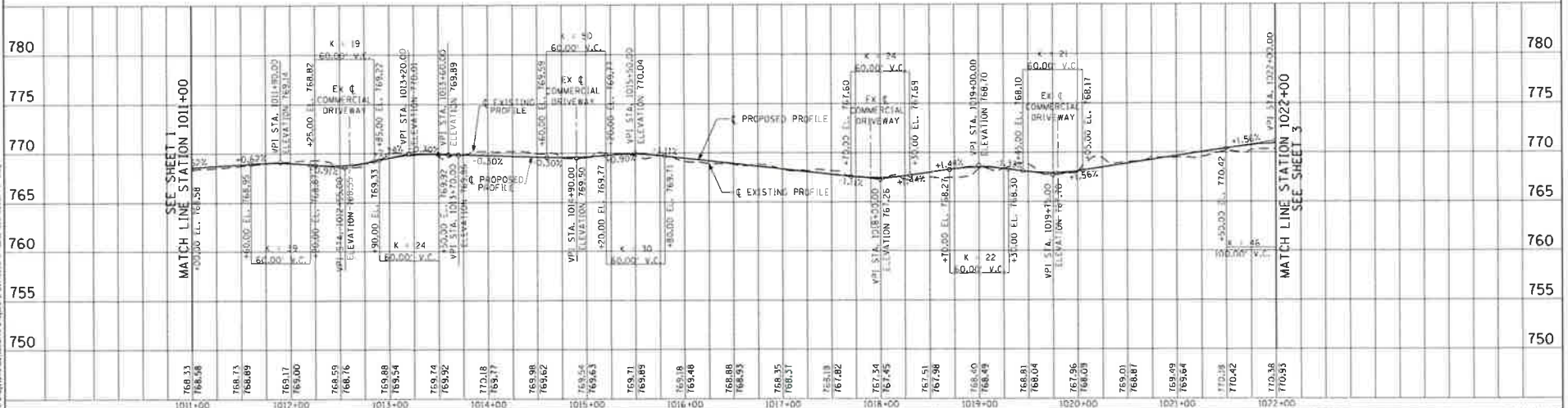
EXHIBIT "C"
PROJECT PLANS

PROP. CURVE CL.PR.MUP-4 PI STA. = 1012+96.87 $\Delta = 2^\circ 36' 58''$ (RT) $D = 9' 11' 06''$ $R = 700.00'$ $T = 15.98'$ $L = 31.96'$ $E = 0.18'$ $\theta = \dots$ T.R. = S.E. RUN = P.C. STA. = 1012+80.88 P.T. STA. = 1013+12.84	PROP. CURVE CL.PR.MUP-5 PI STA. = 1013+28.45 $\Delta = 2^\circ 33' 14''$ (LT) $D = 8' 11' 06''$ $R = 700.00'$ $T = 15.60'$ $L = 31.20'$ $E = 0.17'$ $\theta = \dots$ T.R. = S.E. RUN = P.C. STA. = 1013+12.84 P.T. STA. = 1013+44.05	PROP. CURVE CL.PR.MUP-6 PI STA. = 1014+00.25 $\Delta = 2^\circ 55' 50''$ (LT) $D = 9' 32' 57''$ $R = 600.00'$ $T = 15.35'$ $L = 30.69'$ $E = 0.20'$ $\theta = \dots$ T.R. = S.E. RUN = P.C. STA. = 1014+84.90 P.T. STA. = 1014+15.59	PROP. CURVE CL.PR.MUP-7 PI STA. = 1014+30.62 $\Delta = 2^\circ 52' 06''$ (RT) $D = 9' 32' 57''$ $R = 600.00'$ $T = 15.02'$ $L = 30.04'$ $E = 0.19'$ $\theta = \dots$ T.R. = S.E. RUN = P.C. STA. = 1014+15.59 P.T. STA. = 1014+45.63	PROP. CURVE CL.PR.MUP-8 PI STA. = 1021+20.39 $\Delta = 3^\circ 58' 37''$ (RT) $D = 3' 01' 53''$ $R = 1,890.00'$ $T = 668.85'$ $L = 1,285.72'$ $E = 114.86'$ $\theta = \dots$ T.R. = S.E. RUN = P.C. STA. = 1014+51.54 P.T. STA. = 1021+37.26
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LEGEND:

[ADJ]	DRAINAGE STRUCTURE ADJUSTMENT
[REM]	DRAINAGE STRUCTURE REMOVAL
[X]	SIDEWALK REMOVAL



DESIGNED BY	BSH	REVISIONS	
FILE #	15-0064	DRAWN BY	BSH
PROJECT SCALE	1" = 40'	CHECKED BY	DKS
DATE	07/07/2016	REVISIONS	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

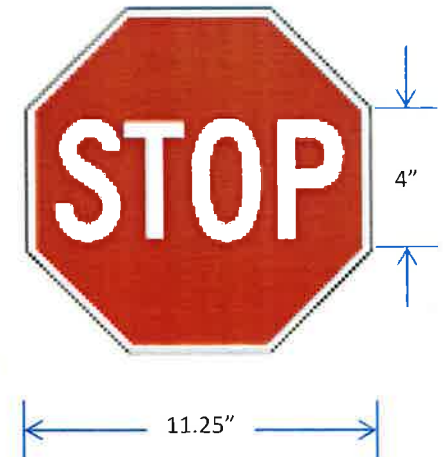
LIES ROAD MULTI-USE PATH PREFERRED IMPROVEMENT PLAN	
SCALE: 1"=60'	SHEET 2 OF 3 SHEETS STA. 1001+00 TO STA. 1022+00

SECTION	COUNTY	TOTAL SHEET NO.
15-0064-00-BT	DECATUR	5
SURFACE		2
EXHIBIT A-7		

Pedestrian & Cyclist Warning Sign
"YIELD – LOOK FOR TRAINS"



ALTERNATE USE OF STOP SIGN



ORDINANCE NO. _____

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT
(ROUTE 64, LLC, NE CORNER OF NORTH AVENUE AND COUNTY FARM ROAD)
27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD**

WHEREAS, ROUTE 64, LLC is the owner (hereafter referred to as “Owner”) of two parcels of real property, with Parcel 1 (27W174 North Avenue) measuring 0.374 acres in size and Parcel 2 (2N441 County Farm Road) measuring 0.500 acres in size (with both Parcel 1 and Parcel 2 hereafter referred to as “the Property”), located in unincorporated DuPage County, Illinois, that are legally described as follows:

PARCEL 1:

The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.65 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 86.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51 seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor’s East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor’s West line, 101.32 feet to the

centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline; 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.

P.I.N. 01-36-204-019

Common Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

The North 249.2 feet of the East 87.4 feet of the West 172.4 feet of that part of Lot 2 of the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 518.45 feet, more or less, to a point 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85 feet for a place of beginning; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to the place of beginning, according to the plat thereof recorded June 15, 1931, as Document 313722 in DuPage County, Illinois, except that part of the land taken and used by State of Illinois, Department of Transportation, pursuant to Order entered in case 95ED-13.

P.I.N. 01-36-204-014

Common Address: 2N441 County Farm Road, West Chicago, Illinois 60185; and

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

WHEREAS, pursuant to the provisions of Section 11-15.1-1 et seq. of the Illinois Municipal Code, a proposed Annexation Agreement, in substance and in form the same as this agreement, except as modified as authorized by Section 11-15.1-3 of said Municipal Code, was submitted to the Village for public hearing and a public hearing was held thereon by the Corporate Authorities pursuant to notice duly published in a newspaper of general circulation, as provided by law; and

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

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

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

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

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

Section 1:

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

Section 2:

The Annexation Agreement between the Village of Carol Stream and ROUTE 64, LLC, as attached hereto, is hereby approved.

Section 3:

The Mayor and Village Clerk are authorized and directed to execute the attached Annexation Agreement on behalf of the Village of Carol Stream, Illinois. The Village Clerk is authorized and directed to record this Ordinance and the attached Annexation Agreement with the DuPage County Recorder of Deeds.

PASSED AND APPROVED THIS 16th day of August, 2021

AYES: _____

NAYS: _____

ABSENT: _____

Mayor

(SEAL)

ATTEST:

Village Clerk

ANNEXATION AGREEMENT

**27W174 North Avenue, West Chicago, IL 60185 and
2N441 County Farm Road, West Chicago, IL 60185**

This Agreement made and entered into this ____ day of _____, 20____, by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the “Village”) and Route 64, LLC (hereinafter the “Owner”).

W I T N E S S E T H:

WHEREAS, Route 64, LLC is the owner of record of certain real estate in DuPage County, Illinois, legally described on the attached Exhibit A and referred to herein as Parcel 1 and commonly known as 27W174 North Avenue, West Chicago, Illinois 60185, PIN 01-36-204-019, and measuring 0.374 acres in size (hereinafter sometimes referred to as “Parcel 1”); and

WHEREAS, Route 64, LLC is the owner of record of certain real estate in DuPage County, Illinois, legally described on the attached Exhibit B and referred to herein as Parcel 2 and commonly known as 2N441 County Farm Road, West Chicago, Illinois 60185 PIN 01-36-204-014, and measuring 0.500 acres in size (hereinafter sometimes referred to as “Parcel 2”). (Parcel 1 and Parcel 2 are hereinafter referred to collectively as the “Property”); and

WHEREAS, Parcel 1 and Parcel 2 are located in unincorporated Wayne Township, DuPage County, Illinois; and

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

WHEREAS, the Owner has submitted to the Village a petition to rezone the Property, upon annexation, to the B-3 General Business District, as provided in section 16-3-5 D. of the Village's Unified Development Ordinance; and

WHEREAS, the Village has caused the issuance of proper notice with respect to all hearings necessary in order to effectuate the annexation and rezoning of the Property; and

WHEREAS, a public hearing was held by the Plan Commission / Zoning Board of Appeals on said rezoning as required by the Unified Development Ordinance of the Village, and the Plan Commission / Zoning Board of Appeals has submitted to the Corporate Authorities of the Village (hereinafter referred to as the "Corporate Authorities") its findings of fact and recommendation that the Property be rezoned to the B-3 Zoning District; and

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

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

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

WHEREAS, the parties hereto desire that the Property be annexed to the Village on the terms and under the conditions hereafter set forth and that the Property be maintained and used under the terms and conditions of this Agreement; and

WHEREAS, the Property is neither within a library district nor a soil conservation

district, no roads adjacent to or on the Property are under the jurisdiction of a township, and the Village does not provide any fire protection services and therefore no notices are required to be given to any such agencies or entities; and

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

WHEREAS, the Village is a Home Rule Unit pursuant to the provisions of the Illinois Constitution, Article VII, Section 6, and the terms, conditions and acts of the Village under this Agreement are entered into and performed pursuant to the Home Rule powers of the Village and the statutes in such cases made and provided.

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

1. The provisions of the recitals hereinabove set forth are hereby restated and incorporated herein by reference.
2. The Owner has filed with the Village Clerk a duly executed petition to annex the Property which constitutes territory contiguous to the Village pursuant to and in accordance with the provisions of Illinois Compiled Statutes, 65 ILCS 5/7-1-1, the Village will annex the Property. The Village may record any Petition for Annexation submitted and this Agreement in the Office of the Recorder of Deeds of DuPage County.
3. Immediately upon execution and adoption of this Agreement, the Village, through the action of its Corporate Authorities, shall enact an ordinance to annex the Property to the Village upon the terms and conditions of this Agreement, and do all things necessary or appropriate to cause the Property to be validly annexed to the Village. The Village shall notify, as required by law, all entities or persons of such

annexation and promptly record all ordinances, plats and affidavits necessary to said annexation, in accordance with any and all statutory and ordinance requirements.

4. Upon annexation and subject to the terms and conditions of this Agreement, the Corporate Authorities shall enact an ordinance rezoning the Property to the B-3 General Business District under the Village's Unified Development Ordinance. The Corporate Authorities shall also enact an ordinance granting a special use permit (the "S.U. Ordinance") for: i) outdoor storage of firewood, fire pits and fire pit accessories, lawn statues, and garden supplies; ii) the outdoor storage of trucks and equipment in connection with the use of the Property as a garden supply and firewood sales lot, but not including the outdoor storage of boats, recreational vehicles, semi-trucks or other vehicles, equipment or materials not associated with the allowable business uses on the property; and iii) the outdoor placement of two cargo containers for the storage and self-service purchase of firewood and other products sold in conjunction with the business, (a) as set forth on the Site Plan approved by said S.U. Ordinance (the "Site Plan"); (b) subject to the conditions set forth in said S. U. Ordinance; and (c) in conformance with the Village's Unified Development Ordinance, except as varied in this Agreement. The Corporate Authorities shall also enact an ordinance granting variations ("the Variation Ordinance") to allow: i) a fence to be installed on the County Farm Road property line; ii) truck and equipment parking and storage 20 feet from an adjacent lot in a residential district as opposed to 40 feet; iii) a parking space to be set back less than 20 feet from a street right-of-way line; iv) on-site roadway pavement less than 10 feet from a street right-of-way line; v) a waiver from the landscape requirements as contained in the Unified Development Ordinance; vi) a waiver from the screening requirements for outdoor activities and operations as contained in the Unified Development Ordinance; and vii) a waiver from the outdoor lighting and illumination standards as contained in

the Unified Development Ordinance, (a) all as set forth on the Site Plan; (b) subject to the conditions set forth in the S. U. Ordinance and the Variation Ordinance; and (c) in conformance with the Village's Unified Development Ordinance, except as varied in this Agreement.

5. The Village and the Owner acknowledge and agree that as of the date of annexation there are no prior existing uses conducted upon the Property. The Village and Owner agree that upon annexation, the Property shall be entitled to be developed and used in accordance with the regulations for the B-3 General Business District and the provisions of the Unified Development Ordinance, in existence at the time of development.

6. Except as specifically provided in this Agreement, the Owner shall develop, use and maintain the Property in accordance with the Ordinances of the Village of Carol Stream. The Owner and Village agree to the following special provisions regarding the use and improvement of the property: i) that a trailer containing seasonal merchandise may be temporarily placed between the main building and the North Avenue property line for a three week period in April and a three week period in October each year, but that trailer parking between the building and the North Avenue property line shall not be permitted outside of these two, three-week periods and may be allowed elsewhere on the Property as set forth on the Site Plan; ii) that the owner agrees to install adequate site lighting in accordance with a plan acceptable to the Village Engineer or his designee; iii) that the owner agrees to submit a complete application for a Land Improvement Permit no later than October 1, 2021, and to complete the installation of a permeable brick paver parking and storage lot in compliance with DuPage County Storm Water Regulations by June 30, 2022; iv) that the owner agrees to submit an application for a fence permit and install a seven foot tall wooden shadowbox style fence along the County

Farm Road property line as shown on the Site Plan by June 30, 2022; v) that the existing pole sign near the corner of North Avenue and County Farm Road, which is nonconforming with respect to height, setback and off-premise advertising, may remain in use so long as the owner's business remains in operation on the property, and that any additional ground or wall mounted signage on the property must comply with Village ordinances; vi) that two cargo containers, painted as approved by the Village, may be placed on the property as shown on the Site Plan, to be used for the storage and self-service purchase of firewood or other products by customers; and vii) that the Land Improvement Permit application and processing fees, other than those required by DuPage County, shall be waived by the Village, and that building permit fees for the installation of the permeable paver parking lot, fence, and site lighting shall also be waived.

7. The Village shall have the authority to revise the address of the Property to coincide with the Village's grid system.

8. The Village agrees to waive any annexation fee for the Property and all applicable zoning and plat approval fees as set forth in Section 6-13-12 of the Code of Ordinances in connection with Route 64, LLC's initial application for annexation and zoning as set forth in Paragraph 4 herein.

9. The Parties acknowledge that the Property is currently provided water through a private well located upon the Property. The Owner shall be allowed to continue the use of the existing private well as set forth herein, provided that such well is maintained in accordance with the requirements of the DuPage County Department of Public Health or other applicable laws. The Owner shall, at its own cost and expense and in accordance with the Village's Code of Ordinances, connect to a Municipally operated water system within sixty (60) days of notice from the Village that (a) the private

well is determined to be contaminated or is no longer capable of providing water to the Property, or (b) is found to be in violation of requirements of the DuPage County Department of Public Health or other applicable law, or (c) is determined to be cross connected to the Village's water system, or (d) any new building is constructed upon the Property. Absent any of the foregoing conditions, the Owner may perform minor repairs to the existing well including pump and shaft replacement and electrical repairs; however, no new well may be drilled upon the Property. Prior to connection to the Village's water system, the Owner shall, at its own cost and expense: (a) disconnect the current water service from any existing well and eliminate any cross connections; (b) abandon and cap the well in accordance with applicable law and file the affidavit of compliance with the Director of Public Works of the Village indicating that the well has been capped and abandoned in accordance with applicable law; and (c) execute an Application and Consent to Rules – Carol Stream Water Service User. The Village agrees that for so long as the current Owner, Route 64, LLC shall own the Property, it shall not be required to pay the Village's 1995 North Avenue Sanitary Sewer and Water System Improvement Project fee, any water connection fee, water meter fee, or building permit fee for the water service connection required by the Village Ordinances in order to connect to the Village's water system. Any subsequent Owner, however, shall be required to pay any water connection fee, water meter fee, building permit fee to obtain a building permit for the water service connection, or other fees required in order to connect to the Village's water system.

10. The Parties acknowledge that the Property is currently serviced by an existing septic system contained on the Property. The Owner shall be allowed to continue the use of such septic system as set forth herein, provided that such septic system is maintained in accordance with the requirements of the DuPage County Department of

Public Health or other applicable laws. The Owner shall, at its own cost and expense and in accordance with the Village's Code of Ordinances, connect to the a municipally operated sanitary system within sixty (60) days of notice from the Village that (a) the septic system is determined to be no longer capable of providing adequate sewerage treatment; or (b) is found to be in violation of requirements of the DuPage County Department of Public Health or other applicable law, or (c) any new building is constructed upon the Property. Absent any of the foregoing conditions, the Owner shall have the option to perform minor repairs to the septic system including pump and tank replacement, lift station replacement and electrical repairs, but not the installation of a new septic field. Prior to connection to the municipal sanitary sewer system, the Owner shall, at its own cost and expense disconnect and remove the septic system as required by applicable law and file the affidavit of compliance with the Director of Public Works of the Village of Carol Stream. The Village agrees that for so long as the current Owner, Route 64, LLC shall own the Property, it shall not be required to pay the Village's 1995 North Avenue Sanitary Sewer and Water System Improvement Project fee, any sanitary sewer connection fee, or a building permit fee or the sanitary sewer service connection required by the Village Ordinances if the current Owner connects to the Village's sanitary system. Any subsequent Owner, however, shall be required to pay any sanitary sewer connection fee, building permit fee to obtain a building permit for the sanitary sewer connection or other fees required in order to connect to the Village's sanitary system.

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

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

13. Within 15 days of the Annexation of the Property by the Corporate Authorities and upon receipt of a current IRS Form W-9, executed by the Owner, the Village shall pay to the Owner the total amount of \$25,000.00.

14. The Village and the Owner agrees that to the extent permitted by law, the time for performance of any obligation herein contained may be extended by the mutual agreement of the parties without the necessity of amending this Annexation Agreement. The Village and the Owner shall be excused from any obligations under this Agreement to the extent to which either is prohibited from fulfilling such obligation, or required to take an action inconsistent with a provision of this Agreement because of a lawful order or other action by a superior governmental authority. The Village and the Owner shall give notice to the other if either receives notice or has knowledge of the taking or proposed taking of such action by a superior governmental authority. Upon the request of the other party, either party may agree to contest such order or other action by judicial or other proceedings, provided the other party equitably participated in the reasonable expenses of such interest.

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

16. This Agreement shall be binding upon the Owner, as well as its respective successors and assigns. It is agreed that, to the extent permitted by law, in the event the annexation of the Property or this Agreement is challenged in any court proceeding

which shall reasonably delay the development of the Property, the period of time during which such litigation is pending shall not be included in calculating the said twenty (20) year term.

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

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

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

B. That the Owner agrees to use the Property only in the manner contemplated under this Agreement.

C. That other than the Owner no other entity or person has any Ownership interest in the Property or its use as herein proposed.

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

19. All notices, requests and demands shall be in writing and shall be personally delivered to, e-mailed to and/or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village: Village of Carol Stream
Attn: Village Manager's Office
500 N. Gary Avenue

Carol Stream, IL 60188
E-Mail: manager@carolstream.org
clerk@carolstream.org

For the Owner: Route 64, LLC
Attn: David Cooper
27W250 Saint Charles Road
West Chicago, IL 60185
E-Mail: Dave@Lmfsinc.com &
Ryan@Lmfsinc.com

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

20. Notwithstanding any provision of this Agreement to the contrary, including but not limited to the sale and/or conveyance of all or any part of the Property by an Owner, the Owner shall at all times during the term of this Agreement remain liable to Village for the faithful performance of all obligations imposed upon the Owner by this Agreement until such obligations have been fully performed or until Village, at its sole option, has otherwise released such Owner from any or all of such obligations.

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

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

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

24. The undersigned warrants that the entity listed herein constitutes all of the Owners of the Property and that the individual signing this Agreement for the Owner has full authority and power to sign the Agreement and any petitions submitted hereunder and that no action shall be taken to change Ownership in the Property until after this Agreement is recorded.

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

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

27. This Agreement sets forth all the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, express or implied, between them, other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment,

change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

28. A copy of this Agreement and any amendments thereto shall be recorded by the Village.

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

OWNER:

ROUTE 64, LLC

By: *David A. Cooper*

David A. Cooper
(Print name)

Manager/member
Title

VILLAGE OF CAROL STREAM

By: _____
Mayor

(Print name)

Attest: _____
Village Clerk

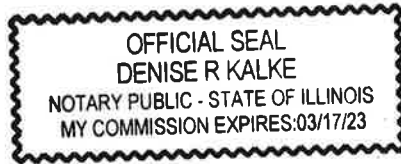
STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named David A. Cooper, as the Manager and Member of Route 64, LLC and 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 own free and voluntary act and as the free and voluntary act of Route 64, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 4th day of August, 2021.

Commission expires 3/17/23


Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

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

GIVEN under my hand and official seal, this _____ day of _____, 2021.

Commission expires _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PARCEL 1

The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.65 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 86.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51 seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor's East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor's West line, 101.32 feet to the centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline; 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.

P.I.N. 01-36-204-019

Common Address: 27W174 North Avenue, West Chicago, Illinois 60185

EXHIBIT B

LEGAL DESCRIPTION OF PARCEL 2

The North 249.2 feet of the East 87.4 feet of the West 172.4 feet of that part of Lot 2 of the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 518.45 feet, more or less, to a point 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85 feet for a place of beginning; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to the place of beginning, according to the plat thereof recorded June 15, 1931, as Document 313722 in DuPage County, Illinois, except that part of the land taken and used by State of Illinois, Department of Transportation, pursuant to Order entered in case 95ED-13.

P.I.N. 01-36-204-014

Common Address: 2N441 County Farm Road, West Chicago, Illinois 60185; and

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
(27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD)
PIN 01-36-204-019 AND 01-36-204-014**

WHEREAS, ROUTE 64, LLC, as the legal owner of the real property (the “Property”) legally described in Section 2 of this Ordinance and commonly known as 27W174 North Avenue, West Chicago, Illinois, and 2N441 County Farm Road, West Chicago, Illinois, duly executed and filed with the Village Clerk a Petition to Annex said territory to the Village of Carol Stream; and

WHEREAS, the Property is not within the corporate limits of any municipality, but is contiguous to the corporate limits of the Village of Carol Stream; and

WHEREAS, legal notices regarding the intention to annex the Property have been sent to all public bodies required to receive such notice by the statutes of the State of Illinois; and

WHEREAS, all petitions, documents and other necessary legal requirements have been in full compliance with the statutes of the State of Illinois; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to annex the Property to the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, in the exercise of its home rule authority, as follows:

SECTION 1:

That the foregoing recitals be incorporated in this Ordinance as if restated in their entirety.

SECTION 2:

That the Property, legally described below, and that part of unincorporated North Avenue contiguous thereto, be and the same are hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois:

PARCEL 1:

The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter

Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.65 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 86.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51 seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor's East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor's West line, 101.32 feet to the centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline; 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.

P.I.N. 01-36-204-019

Common Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

The North 249.2 feet of the East 87.4 feet of the West 172.4 feet of that part of Lot 2 of the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 518.45 feet, more or less, to a point 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85 feet for a place of beginning; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point

which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to the place of beginning, according to the plat thereof recorded June 15, 1931, as Document 313722 in DuPage County, Illinois, except that part of the land taken and used by State of Illinois, Department of Transportation, pursuant to Order entered in case 95ED-13.

P.I.N. 01-36-204-014

Common Address: 2N441 County Farm Road, West Chicago, Illinois 60185

SECTION 3:

That the Village Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with the Plat of Annexation attached hereto.

SECTION 4:

That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on August 16, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 16th day of August 2021.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Julia Schwarze, Village Clerk

**PETITION FOR ANNEXATION
TO THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF CAROL STREAM,
DUPAGE COUNTY, ILLINOIS**

The Owner, Route 64, LLC, respectfully petitions to annex to the Village of Carol Stream, DuPage County, Illinois, the territory located at 27W174 North Avenue, West Chicago, Illinois 60185, PIN 01-36-204-019, and measuring 0.374 acres in size (hereinafter sometimes referred to as "Parcel 1") and 2N441 County Farm Road, West Chicago, Illinois 60185 PIN 01-36-204-014, and measuring 0.500 acres in size (hereinafter sometimes referred to as "Parcel 2") in unincorporated DuPage County, Illinois and legally described on Exhibit A attached hereto and made a part hereof.

Petitioner(s) represent and state as follows:

1. The described territory is not within the corporate limits of any municipality.
2. The described territory is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality organized and existing under the laws of the State of Illinois.
3. There are no electors residing within the described territory and have executed this Petition.
4. Petitioner is the sole owner of record of all land within the described territory and have executed this Petition as the Owner of the described territory.

WHEREFORE, Petitioner respectfully requests that the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, annex the described territory to the Village in accordance with the provisions of this Petition and in accordance with the law in such case made and provided.

OWNER:
Route 64, LLC

By: 

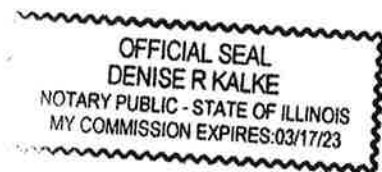
David A. Cooper
Printed Name

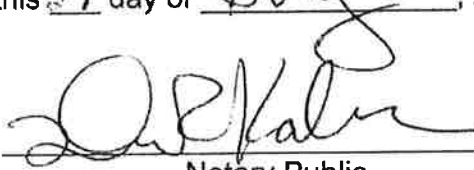
Manager/Member
Title

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David A. Cooper, as the Manager and Member of Route 64, LLC, and personally known to me to be the same person whose name is subscribed to the foregoing Petition to Annex, appeared before me this day in person and severally acknowledged that he signed and delivered the said Petition to Annex pursuant to authority given by said Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 27th day of July, 2021.





Notary Public

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL 1:

The East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of the part of Lot 2, recorded in the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 519.65 feet, more or less, to a point, 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to a place of beginning, according to the plat thereof recorded June 15, 1931 as Document 313722, in DuPage County, Illinois

EXCEPTING THEREFROM THE FOLLOWING:

That part of the East 87.4 feet (except the North 249.2 feet thereof) of the West 172.4 feet of Lot 2 of the Assessment Plat of the Edward W. Plane Estate, recorded on June 15, 1931 as Document No. 313722, located in Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the West line of said Lot 2 and the centerline of North Avenue as dedicated by Plat recorded March 28, 1933 as Document No. 334933; thence on an assumed bearing of South 81 degrees, 06 minutes, 25 seconds, East along the centerline of North Avenue, 86.00 feet to the point of beginning, said point being on a line which is 85.00 feet, measured at right angles, from the West line of said Lot 2; thence North 0 degrees, 07 minutes, 47 seconds East, 101.18 feet to a point on the Northerly line of said North Avenue, thence continuing North 0 degrees, 07 minutes, 47 seconds East, 35.00 feet; thence South 36 degrees, 42 minutes, 51 seconds East, 49.45 feet to the Northerly line of North Avenue, thence South 81 degrees, 06 minutes, 25 seconds, East along said Northerly line of North Avenue, 60.13 feet to the Grantor's East line, thence South 0 degrees, 24 minutes, 26 seconds East along Grantor's East line, 101.32 feet to the centerline of said North Avenue; thence North 81 degrees, 06 minutes, 25 seconds West along said centerline; 91.09 feet (88.42 feet, record) to the point of beginning, in DuPage County, Illinois.

Permanent Index No. 03-36-204-019

Property Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

The North 249.2 feet of the East 87.4 feet of the West 172.4 feet of that part of Lot 2 of the assessment plat of the Edward W. Plane Estate, being a subdivision of part of Section 36, Township 40 North, Range 9, East of the Third Principal Meridian, and Section 31, Township 40 North, Range 10, East of the Third Principal Meridian, lying South of a line 930 feet South of the North line of said Lot 2, more particularly described by commencing at a point in the West line of said Lot 2, 123.7 feet South of the Quarter Section line of said Section 36 (said point being in the center line of North Avenue); thence North on the West line of said Lot 2, 518.45 feet, more or less, to a point 930 feet South of the Northwest corner of said Lot 2; thence East parallel with the North line of said Lot 2, 85 feet for a place of beginning; thence East parallel with the North line of said Lot 2, 87.4 feet; thence South parallel with the West line of said Lot 2, 550.31 feet, more or less, to the center line of North Avenue; thence West along the center line of North Avenue, 88.42 feet to a point which is 85 feet, measured at right angles from the West line of said Lot 2, extended South; thence North parallel with the West line of said Lot 2, 534.75 feet to the place of beginning, according to the plat thereof recorded June 15, 1931, as Document 313722 in DuPage County, Illinois, except that part of the land taken and used by State of Illinois, Department of Transportation, pursuant to Order entered in case 95ED-13.

Permanent Index Number: 01-36-204-014

Property Address: 2N441 County Farm Rd., West Chicago, Illinois 60185

SCALE: 1" = 30 FEET

PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS

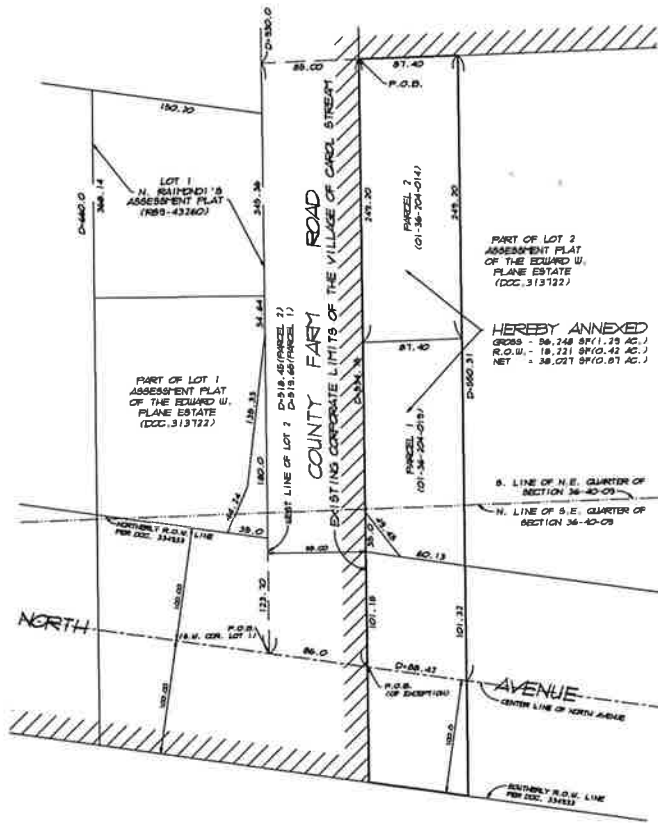
PARCEL 1: THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF THAT PART OF LOT 2, RECORDED IN THE ASSESSMENT PLAT OF THE EDWARD M. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 48 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 938 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 519.65 FEET, MORE OR LESS, TO A POINT, 328 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 85.8 FEET FOR A PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 508.31 FEET, MORE OR LESS TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE 88.42 FEET TO A POINT WHICH IS 85.8 FEET MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET TO A PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931 AS DOCUMENT 313722, IN DU PAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:
THAT PART OF THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD M. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT NO. 313722, LOCATED IN SECTION 36, TOWNSHIP 48 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE CENTER LINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 29, 1933 AS DOCUMENT NO. 334933; THENCE ON AN ASSUMED BEARING OF SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG THE CENTERLINE OF NORTH AVENUE, 96.88 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A LINE WHICH IS 85.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LOT 2; THENCE NORTH 8 DEGREES, 07 MINUTES, 47 SECONDS EAST, 181.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID NORTH AVENUE; THENCE CONTINUING NORTH 8 DEGREES, 07 MINUTES, 47 SECONDS, EAST 35.88 FEET; THENCE SOUTH 38 DEGREES, 42 MINUTES, 51 SECONDS EAST, 49.48 FEET TO THE NORTHERLY LINE OF NORTH AVENUE; THENCE SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG SAID NORTHERLY LINE OF NORTH AVENUE, 68.19 FEET TO THE GRANITE'S EAST LINE; THENCE SOUTH 8 DEGREES, 24 MINUTES, 26 SECONDS, EAST ALONG GRANITE'S EAST LINE, 181.32 FEET TO THE CENTERLINE OF SAID NORTH AVENUE; THENCE NORTH 81 DEGREES, 06 MINUTES, 25 SECONDS EAST ALONG SAID CENTERLINE, 91.99 FEET (88.42 FEET, RECORD) TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 27N174 North Avenue, West Chicago, Illinois, (P. I. N. 81-38-284-815)

PARCEL 2: THE NORTH 249.2 FEET OF THE EAST 87.4 FEET OF THE WEST 172.4 FEET OF THAT PART OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD M. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 48 NORTH, RANGE 18, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 938 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 518.45 FEET, MORE OR LESS, TO A POINT 338 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 85 FEET FOR A PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 508.31 FEET, MORE OR LESS, TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE, 88.42 FEET TO A POINT WHICH IS 85 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET, TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931, AS DOCUMENT 313722, IN DU PAGE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE LAND TAKEN AND USED BY STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, PURSUANT TO ORDER ENTERED IN CASE 95D-13

This property is known as 27441 County Farm Road, West Chicago, Illinois, (P. I. N. 81-38-284-814)



COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

THIS INSTRUMENT, NO. _____, WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, 2021.

COUNTY RECORDER

VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, AND THE PROPERTY SHOWN AND DESCRIBED HEREIN IS HEREBY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS, BY SAID ORDINANCE.

DATED THIS ____ DAY OF _____, 2021.

ATTEST: _____ VILLAGE CLERK
_____ MAYOR

OWNER'S CERTIFICATE (PARCEL 1 & 2)

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT ROUTE 64, LLC IS THE HOLDER OF RECORD TITLE TO THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE PLATTED AS INDICATED THEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, 2021

DAVID A. COOPER RYAN C. COOPER
AUSTIN R. COOPER

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID COOPER, MANAGER, RYAN C. COOPER, MEMBER AND AUSTIN R. COOPER, MEMBER, RESPECTIVELY, OF THE ROUTE 64, LLC, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH MANAGER AND MEMBERS, AND APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF THE ROUTE 64, LLC, AS MANAGER AND MEMBERS AFORESAID, FOR THE PURPOSES THEREIN SET FORTH.

DATED THIS ____ DAY OF _____, 2021

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

SURVEYORS CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DU PAGE)

THIS IS TO CERTIFY THAT STEINBRECHER LAND SURVEYORS, INC. REGISTERED PROFESSIONAL LAND SURVEYING DESIGN FIRM CORPORATION HAS 89-84-0100 HAVE PLATTED FOR THE PURPOSE OF ANNEXATION TO THE VILLAGE OF CAROL STREAM, ILLINOIS THE PROPERTY SHOWN AND DESCRIBED ON THE ANNEXED PLAT WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS A CORRECT REPRESENTATION THEREOF.

West Chicago, Illinois, July 28, 2021



Richard J. Steinbrecher
Richard J. Steinbrecher
Professional Land Surveyor, No. 021-002308
License expires Nov. 28, 2022

Steinbrecher Land Surveyors, Inc.
Professional Land Surveyors
Design Firm Corporation No. 144-002308
141 S. Halsted St., West Chicago, IL 60159-2844
(830) 293-8200 Fax 293-8202

SUBMITTED BY RETURN TO:
VILLAGE OF CAROL STREAM
588 N. GARY AVENUE
CAROL STREAM, IL 60188

ORDINANCE NO. 2021-____ -
AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO ZONE PROPERTY TO THE B-3 GENERAL BUSINESS DISTRICT
UPON ANNEXATION TO THE VILLAGE OF CAROL STREAM
(ROUTE 64, LLC, 27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD)

WHEREAS, David Cooper with Route 64, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to zone the Properties at 27W174 North Avenue, West Chicago, Illinois, and 2N441 County Farm Road, West Chicago, Illinois, to B-3 General Business District upon annexation to the Village of Carol Stream; and

WHEREAS, pursuant to Section 16-8-4 (N) of the Carol Stream Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on August 9, 2021, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

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

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

SECTION 1: The Properties, totaling 0.87 acres, and legally described below, are hereby granted a Zoning Map Amendment to be zoned B-3 General Business District upon Annexation.

LEGAL DESCRIPTION OF THE PROPERTY:

PARCEL 1:

THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF THE PART OF LOT 2, RECORDED IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 930 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 519.65 FEET, MORE OR LESS, TO A POINT, 930 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 550.31 FEET, MORE OR LESS, TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE, 88.42 FEET TO A POINT WHICH IS 85 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75

FEET TO A PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931 AS DOCUMENT 313722, IN DUPAGE COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT NO. 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE CENTERLINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT NO. 334933; THENCE ON AN ASSUMED BEARING OF SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG THE CENTERLINE OF NORTH AVENUE, 86.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE WHICH IS 85.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LOT 2; THENCE NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS EAST, 101.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID NORTH AVENUE, THENCE CONTINUING NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS EAST, 35.00 FEET; THENCE SOUTH 36 DEGREES, 42 MINUTES, 51 SECONDS EAST, 49.45 FEET TO THE NORTHERLY LINE OF NORTH AVENUE, THENCE SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG SAID NORTHERLY LINE OF NORTH AVENUE, 60.13 FEET TO THE GRANTOR'S EAST LINE, THENCE SOUTH 0 DEGREES, 24 MINUTES, 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, 101.32 FEET TO THE CENTERLINE OF SAID NORTH AVENUE; THENCE NORTH 81 DEGREES, 06 MINUTES, 25 SECONDS WEST ALONG SAID CENTERLINE; 91.09 FEET (88.42 FEET, RECORD) TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-36-204-019

Common Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

THE NORTH 249.2 FEET OF THE EAST 87.4 FEET OF THE WEST 172.4 FEET OF THAT PART OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 930 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 518.45 FEET, MORE OR LESS, TO A POINT 930 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 85 FEET FOR A PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 550.31 FEET, MORE OR LESS, TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE

OF NORTH AVENUE, 88.42 FEET TO A POINT WHICH IS 85 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931, AS DOCUMENT 313722 IN DUPAGE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE LAND TAKEN AND USED BY STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, PURSUANT TO ORDER ENTERED IN CASE 95ED-13.

P.I.N. 01-36-204-014

Common Address: 2N441 County Farm Road, West Chicago, Illinois 60185

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

PASSED AND APPROVED THIS 16th DAY OF AUGUST, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

ORDINANCE NO. 2021-__-__

AN ORDINANCE APPROVING SPECIAL USE PERMITS FOR OUTDOOR DISPLAY AND SALE OF MERCHANDISE AND OUTDOOR ACTIVITIES AND OPERATIONS, AND VARIATIONS FOR FENCE SETBACK, TRUCK AND EQUIPMENT PARKING SETBACK, PARKING SPACE SETBACK, PAVEMENT SETBACK, LANDSCAPING AND SCREENING REQUIREMENTS, AND OUTDOOR LIGHTING REQUIREMENTS (ROUTE 64, LLC, 27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD)

WHEREAS, David Cooper with Route 64, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for Special Use Permits to allow for the outdoor display and sale of merchandise and outdoor activities and operations in accordance with Section 16-3-11 of the Unified Development Ordinance; a Variation to allow a fence to be located on the County Farm Road property line, in accordance with Section 16-5-8(E)(2) of the Unified Development Ordinance; a Variation to provide truck and equipment parking less than 40 feet from an adjoining lot in a Residence District, in accordance with Section 16-5-2(B)(4)(b)(II)(i) of the Unified Development Ordinance; a Variation to allow a parking space to be located less than 20 feet from a street right-of-way line, in accordance with Section 16-5-2(B)(4)(b)(II)(ii) of the Unified Development Ordinance; a Variation to allow on-site roadway pavement less than 10 feet from a street right-of-way line, in accordance with Section 16-5-2(B)(4)(b)(II)(iii) of the Unified Development Ordinance; a Variation from the landscape requirements, in accordance with Section 16-5-6 of the Unified Development Ordinance; a Variation from the screening requirements for outdoor activities and operations, in accordance with Section 16-4-18 of the Unified Development Ordinance; and a Variation from the Outdoor Lighting and Illumination standards, in accordance with Section 16-5-3(A)(4) of the Unified Development Ordinance; on the properties legally described in Section 3 herein and commonly known as 27W174 North Avenue, West Chicago, Illinois, and 2N441 County Farm Road, West Chicago, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (K) and 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on August 9, 2021 following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits and Variations be approved; and

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

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

SECTION 1:

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

1. Are deemed necessary for the public convenience at the location. *The proposed business with outdoor storage and ancillary merchandise display will provide an amenity to members of the community.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed business will operate in a manner that should not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *The surrounding area has commercial and service uses, and as such, the proposed use with screened outdoor storage and ancillary merchandise display should not be injurious to the use and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the area.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The project is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Mayor and Board of Trustees of the Village, after examining the Variation requests, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that, with respect to the requested Variations:

1. The requested variations arise from conditions that are unique to the subject property, that are not ordinarily found in the same zoning district and that are not a result of the owner's intentional action. *The requested variations are acceptable given the small size of the properties and potential limited area for development if all requirements were to be met.*
2. The variations to be granted will not alter the essential character of the neighborhood in which the subject property is located, nor substantially or permanently impair use or development of adjacent property. *If the variations are granted, it is believed the essential character of the locality will not be altered since the development will basically function in a similar manner to how it functions*

today, but with an upgraded parking/storage lot and fencing for screening purposes.

3. The strict application of the applicable standards will constitute an unnecessary physical hardship (not economic hardship) because the property cannot be used for an otherwise allowed use without coming into conflict with applicable site development standards. *The size of the subject properties and their configuration bring a hardship to the applicant in meeting all applicable requirements for a viable development project.*
4. The variations are the minimum action necessary to alleviate the hardship and observes the spirit of this UDO. *It is believed that the spirit of the UDO will be maintained with the inclusion of the fence to screen the majority of the display and storage areas, and allowance for pavement and reduced landscaping in light of site restrictions for the development.*
5. The variations desired will not adversely affect the public health, safety, or general welfare or impair the purposes or intent of the UDO or the comprehensive plan. *The proposed development is not dissimilar to existing developments within the immediate vicinity, and will provide an upgraded appearance with a new wooden fence for screening purposes, and paver parking and storage areas. In addition, the Village Comprehensive Plan calls for annexing in key parcels for future development or redevelopment opportunities. The subject properties fall under this category.*

SECTION 3:

The Special Use Permits and Variations, as set forth in the above recitals, are hereby approved and granted to Route 64, LLC subject to the conditions set forth in Section 4, upon the real estate commonly known as 27W174 North Avenue, West Chicago, Illinois, and 2N441 County Farm Road, West Chicago, Illinois, and legally described as follows:

PARCEL 1:

THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF THE PART OF LOT 2, RECORDED IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 930 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 519.65 FEET, MORE OR LESS, TO A POINT, 930 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 550.31 FEET, MORE OR LESS, TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE, 88.42 FEET TO A POINT WHICH IS 85 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE

OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET TO A PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931 AS DOCUMENT 313722, IN DUPAGE COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING:

THAT PART OF THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT NO. 313722, LOCATED IN SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE CENTERLINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 28, 1933 AS DOCUMENT NO. 334933; THENCE ON AN ASSUMED BEARING OF SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG THE CENTERLINE OF NORTH AVENUE, 86.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE WHICH IS 85.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LOT 2; THENCE NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS EAST, 101.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID NORTH AVENUE, THENCE CONTINUING NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS EAST, 35.00 FEET; THENCE SOUTH 36 DEGREES, 42 MINUTES, 51 SECONDS EAST, 49.45 FEET TO THE NORTHERLY LINE OF NORTH AVENUE, THENCE SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG SAID NORTHERLY LINE OF NORTH AVENUE, 60.13 FEET TO THE GRANTOR'S EAST LINE, THENCE SOUTH 0 DEGREES, 24 MINUTES, 26 SECONDS EAST ALONG GRANTOR'S WEST LINE, 101.32 FEET TO THE CENTERLINE OF SAID NORTH AVENUE; THENCE NORTH 81 DEGREES, 06 MINUTES, 25 SECONDS WEST ALONG SAID CENTERLINE; 91.09 FEET (88.42 FEET, RECORD) TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-36-204-019

Common Address: 27W174 North Avenue, West Chicago, Illinois 60185

PARCEL 2:

THE NORTH 249.2 FEET OF THE EAST 87.4 FEET OF THE WEST 172.4 FEET OF THAT PART OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 930 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 518.45 FEET, MORE OR LESS, TO A POINT 930 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 85 FEET FOR A PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF

SAID LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 550.31 FEET, MORE OR LESS, TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE, 88.42 FEET TO A POINT WHICH IS 85 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931, AS DOCUMENT 313722 IN DUPAGE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE LAND TAKEN AND USED BY STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, PURSUANT TO ORDER ENTERED IN CASE 95ED-13.

P.I.N. 01-36-204-014

Common Address: 2N441 County Farm Road, West Chicago, Illinois 60185

hereinafter referred to as the Subject Properties.

SECTION 4:

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

1. That all improvements, including but limited to the parking lot, storage areas, and fencing, must be built, installed, and maintained in accordance with the attached plans and exhibits;
2. That only trucks and equipment associated with the business shall be allowed to be stored on the property, and the storage of recreational vehicles, materials, and other equipment not associated with the business shall not be allowed to be stored on the property;
3. That a Knox padlock or gate switch shall be provided on the security gates, and the Carol Stream Fire Protection District shall be provided keys to said gates for access onto the property, if required by the Carol Stream Fire Protection District;
4. That the existing non-conforming pole sign near the southwest corner of the property can remain as long as the applicant's business remains in operation on the property. However, any additional signage for the development must comply with Village ordinances;
5. That a trailer containing seasonal merchandise is allowed to be temporarily placed between the main building and the North Avenue property line annually for two three-week periods, one in April and one in October;
6. That the applicant agrees to install adequate site lighting in accordance with a plan acceptable to the Village Engineer or designee;
7. That the applicant agrees to submit a complete application for a Land Development Permit no later than October 1, 2021, and to complete the

installation of a permeable brick paver parking and storage lot in compliance with the DuPage County Storm Water Regulations by June 30, 2022;

8. That the applicant agrees to submit an application for a fence permit and install a seven foot tall wooden shadowbox style fence along the County Farm Road property line as shown on the site plan by June 30, 2022;
9. That two cargo containers, painted as approved by the Village, may be placed on the property as shown on the site plan, to be used for the storage and self-service purchase of firewood or other products by customers; and
10. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

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

1. Site Plan (Exhibit A, dated July 16, 2021), prepared by Steinbrecher Land Surveyors, 141 S. Neltnor Boulevard, West Chicago, IL 60185

SECTION 6:

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

SECTION 7:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 of the Carol Stream Unified Development Ordinance and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 16th DAY OF AUGUST, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

I, David Cooper, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-8-5 of the Carol Stream Unified Development Ordinance, and/or termination of the special use permits. Route 64, LLC further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

SITE PLAN

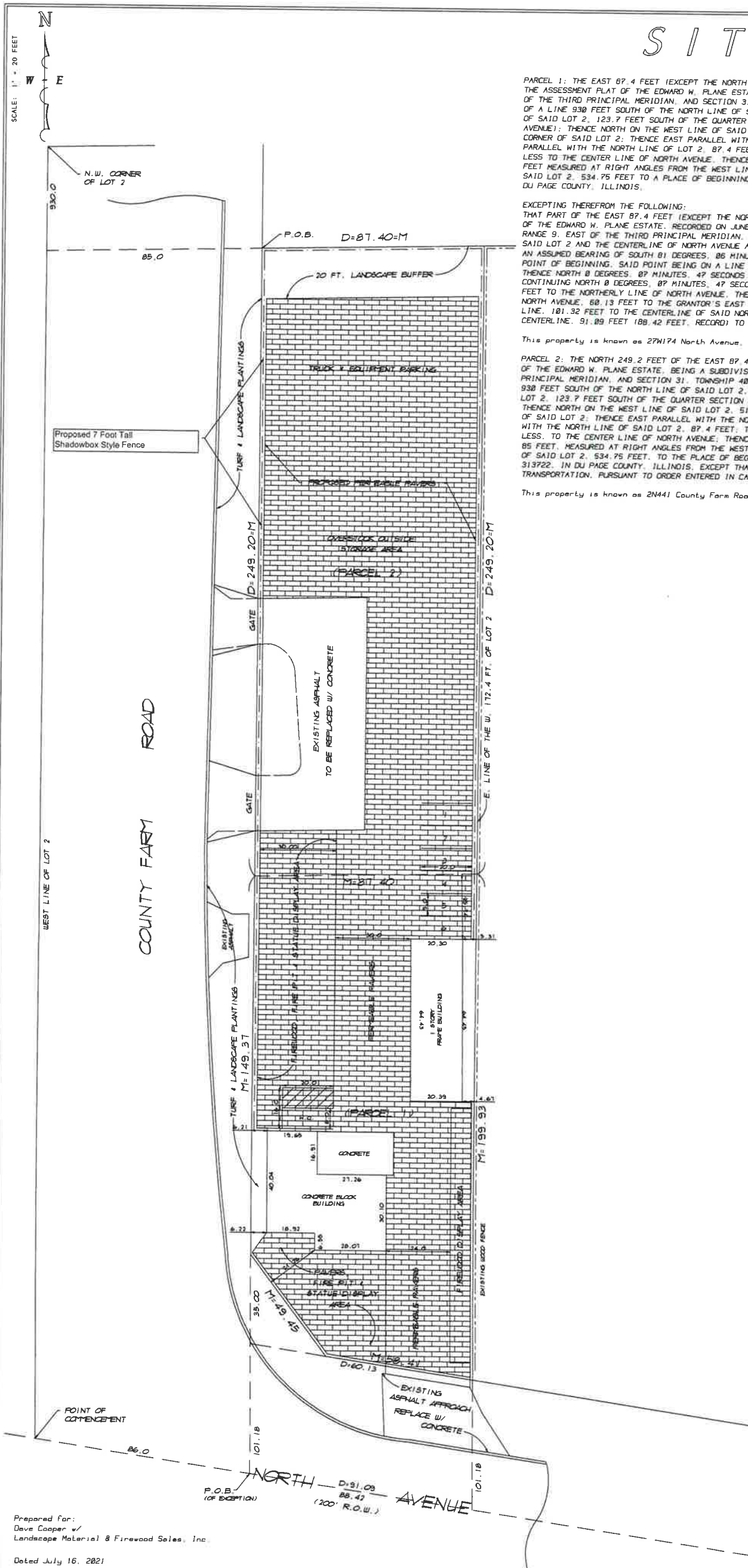
PARCEL 1: THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF THAT PART OF LOT 2, RECORDED IN THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 48 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 930 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 519.65 FEET, MORE OR LESS, TO A POINT, 930 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 85.0 FEET FOR A PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF LOT 2, 87.4 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 550.31 FEET, MORE OR LESS TO THE CENTER LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE 88.42 FEET TO A POINT WHICH IS 85.0 FEET MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET TO A PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931 AS DOCUMENT 313722, IN DU PAGE COUNTY, ILLINOIS.

EXCEPTING THEREFROM THE FOLLOWING:
 THAT PART OF THE EAST 87.4 FEET (EXCEPT THE NORTH 249.2 FEET THEREOF) OF THE WEST 172.4 FEET OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, RECORDED ON JUNE 15, 1931 AS DOCUMENT NO. 313722, LOCATED IN SECTION 36, TOWNSHIP 48 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2 AND THE CENTERLINE OF NORTH AVENUE AS DEDICATED BY PLAT RECORDED MARCH 20, 1933 AS DOCUMENT NO. 334933; THENCE ON AN ASSUMED BEARING OF SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG THE CENTERLINE OF NORTH AVENUE, 86.88 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A LINE WHICH IS 95.00 FEET, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF SAID LOT 2; THENCE NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS EAST, 181.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID NORTH AVENUE; THENCE CONTINUING NORTH 0 DEGREES, 07 MINUTES, 47 SECONDS, EAST 35.80 FEET; THENCE SOUTH 36 DEGREES, 42 MINUTES, 51 SECONDS EAST, 49.45 FEET TO THE NORTHERLY LINE OF NORTH AVENUE; THENCE SOUTH 81 DEGREES, 06 MINUTES, 25 SECONDS, EAST ALONG SAID NORTHERLY LINE OF NORTH AVENUE, 68.13 FEET TO THE GRANTOR'S EAST LINE; THENCE SOUTH 8 DEGREES, 24 MINUTES, 26 SECONDS, EAST ALONG GRANTOR'S EAST LINE, 181.32 FEET TO THE CENTERLINE OF SAID NORTH AVENUE; THENCE NORTH 81 DEGREES, 06 MINUTES, 25 SECONDS WEST ALONG SAID CENTERLINE, 91.89 FEET (88.42 FEET, RECORD) TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS.

This property is known as 27W174 North Avenue, West Chicago, Illinois. (P.I.N. 01-36-204-019)

PARCEL 2: THE NORTH 249.2 FEET OF THE EAST 87.4 FEET OF THE WEST 172.4 FEET OF THAT PART OF LOT 2 OF THE ASSESSMENT PLAT OF THE EDWARD W. PLANE ESTATE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 48 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SECTION 31, TOWNSHIP 48 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 930 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2, MORE PARTICULARLY DESCRIBED BY COMMENCING AT A POINT IN THE WEST LINE OF SAID LOT 2, 123.7 FEET SOUTH OF THE QUARTER SECTION LINE OF SAID SECTION 36 (SAID POINT BEING IN THE CENTER LINE OF NORTH AVENUE); THENCE NORTH ON THE WEST LINE OF SAID LOT 2, 518.45 FEET, MORE OR LESS, TO A POINT 930 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID LOT 2, 85 FEET FOR A PLACE OF BEGINNING; THENCE EAST PARALLEL WITH THE NORTH LINE OF NORTH AVENUE; THENCE WEST ALONG THE CENTER LINE OF NORTH AVENUE, 88.42 FEET TO A POINT WHICH IS 85 FEET, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 2, EXTENDED SOUTH; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 2, 534.75 FEET, TO THE PLACE OF BEGINNING, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1931, AS DOCUMENT 313722, IN DU PAGE COUNTY, ILLINOIS, EXCEPT THAT PART OF THE LAND TAKEN AND USED BY STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, PURSUANT TO ORDER ENTERED IN CASE 95ED-13

This property is known as 2N441 County Farm Road, West Chicago, Illinois. (P.I.N. 01-36-204-014)



Prepared for:
 Dave Cooper w/
 Landscape Material & Firewood Sales, Inc.
 Dated July 16, 2021

EXHIBIT A

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Marc Talavera, Information Technology Director 

DATE: August 10, 2021

RE: Surplus Equipment

Staff is requesting the Village Board to declare the following list of electronic equipment surplus which are no longer useful or of value for Village operations. Please see attachment Exhibit 1.

Local recycler, AVA Recycling will pick up and dispose, recycle and/or resell all equipment listed in Exhibit 1. The computer equipment will be destroyed through an auditable chain of custody and the data destroyed to the DOD 5220.22-M standard. A Certificate of Destruction and Proper Disposal will be issued for all destroyed hard drives and other electronics. All equipment will be recycled and processed in accordance with the IL Public Act 95-0959 - Electronic Products Recycling & Reuse Act, to ensure none of the electronic waste will be found in landfills. Furthermore, AVA Recycling uses industry R2 and eStewards certified downstream vendors for all materials that may be toxic or pose risks or hazard which helps ensure the e-waste is processed responsibly.

Based on their adoption of the recycling best practices and their compliance with IL Public Act 95-0959, it is staff's recommendation the Village Board authorizes the equipment to be processed by AVA Recycling.

RESOLUTION NO. _____

**A RESOLUTION DECLARING SURPLUS PROPERTY
OWNED BY THE VILLAGE OF CAROL STREAM**

WHEREAS, in the opinion of the Corporate Authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in “Exhibit 1”; and

WHEREAS, the described personal property has been determined by the Corporate Authorities of the Village of Carol Stream to have negligible value to the Village; and

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose, recycle and/or resell all equipment listed in Exhibit 1 with a local recycler, AVA Recycling.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit “1”, now owned by the Village of Carol Stream, is no longer useful and authorize its disposal through AVA Recycling.

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

PASSED AND APPROVED THIS 16th DAY OF AUGUST, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

EXHIBIT 1

DEVICE	MAKE	MODEL #	SERIAL #	QTY	NOTES
tablet	Microsoft	Surface Pro 4	169532263053	1	
tablet	Microsoft	Surface Pro 4	27427671153	1	
tablet	Microsoft	Surface Pro 4	01383660453	1	
tablet	Microsoft	Surface Pro 4	019246660653	1	
tablet	Microsoft	Surface Pro 4	169243363053	1	
tablet	Microsoft	Surface Pro 4	169400163053	1	
tablet	Microsoft	Surface Pro 4	012772254353	1	
tablet	Microsoft	Surface Pro 4	169419563053	1	
tablet	Microsoft	Surface Pro 4	18809260653	1	
tablet	Microsoft	Surface Pro 4	169366463053	1	
tablet	Microsoft	Surface Pro 4	013227661653	1	
tablet	Microsoft	Surface Pro 4	109448254853	1	
tablet	Microsoft	Surface Pro 4	168982163053	1	
tablet	Microsoft	Surface Pro 4	169361263053	1	
tablet	Microsoft	Surface Pro 4	169771463053	1	
tablet	Microsoft	Surface Pro 4	169242463053	1	
desktop	Dell	Precision T1700	1SQXCZ1	1	
monitor	Planar	PLL2210W	PL345LT502225	1	
monitor	Planar	PLL2410W	PL718NSD00759	1	
dock	HAVIS	DS-DELL-400 series	01115-D400-10279	1	
pc	Lenovo	ThinkCentre M73	MJ00XJUF	1	
pc	Lenovo	ThinkCentre M73	MJ00XJW9	1	
server	Dell	PowerEdge 2950	8FR2LH1	1	
router	Cisco	Linksys E2500	10A10C18143291	1	
switch	netgear	Prosafe Plus	3my5635g00d6c	1	
switch	netgear	Prosafe Plus	3my5635900d57	1	
switch	netgear	Prosafe Plus	3my5635g00d88	1	
injector	cisco	aironet	F0c1107j0nm	1	
pc	Lenovo	ThinkCentre M93	mj01htkd	1	
pc	Lenovo	ThinkCentre M73	mj00xjxl	1	
mic	Shure	MX400DP	328BZ33637	1	
wifi	ubiquiti	rocket m5	1533G44d9e770854d	1	

EXHIBIT 1

DEVICE	MAKE	MODEL #	SERIAL #	QTY	NOTES
monitor	Dell	P2213f	CN-0fp04f-72872-3cj-a93s	1	
dock	dell	K20A	DY1Bsv2	1	
UPS	CyberPower	425VA-CP425G3	CQFEW2006226	1	
UPS	CyberPower	425VA-CP425G3	CQfew2006120	1	
UPS	CyberPower	425VA-CP425G3	cdeh02006622	1	
UPS	CyberPower	425VA-CP425G3	cqfft2010672	1	
powerstrip	woods	surge suppressor		1	
UPS	APC	Backup-UPS ES 650	3B0838x58891	1	
powerstrip	snapit			1	
UPS	CyberPower	425VA-CP425G3	cqfft2010675	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006155	1	
UPS	CyberPower	425VA-CP425G3	cqfft2010683	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006141	1	
speaker	zylux	AX510	cn-0c730c-71623-871-8474	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006112	1	
UPS	CyberPower	425VA-CP425G3	cqfft2010632	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006116	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006146	1	
UPS	CyberPower	425VA-CP425G3	cqfft2010664	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006162	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006118	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006220	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006164	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006139	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006223	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006242	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006156	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006158	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006157	1	
UPS	CyberPower	425VA-CP425G3	cqfft2001304	1	
UPS	CyberPower	425VA-CP425G3	cqfft2009544	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006131	1	

EXHIBIT 1


DEVICE	MAKE	MODEL #	SERIAL #	QTY	NOTES
UPS	CyberPower	425VA-CP425G3	cqfew2006163	1	
UPS	CyberPower	425VA-CP425G3	cqfft2009543	1	
UPS	CyberPower	425VA-CP425G3	cqfft2009542	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006151	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006143	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006165	1	
UPS	CyberPower	425VA-CP425G3	cqfew2006117	1	
laptop battery	Dell			7	
laptop hard drive	Intel	SSD 540s Series	CVLT62340A42240CGN	1	
desktop hard drive	Western Digital	enterprise class	wmayp0p05hjl	1	
desktop hard drive	Dell	constellation	z1w09ejq	1	
desktop hard drive	seagate	cheetah	3lm0pwam	1	
desktop hard drive	seagate	cheetah	3lm0pvrc	1	
desktop hard drive	seagate	cheetah	3lm0pt7n	1	
desktop hard drive	seagate	cheetah	3qp0hl1s	1	
desktop hard drive	seagate	cheetah	3qp1em71	1	
desktop hard drive	seagate	cheetah	3lm0ks44	1	
laptop	panasonic	toughbook CF-31	4jtya36892	1	
laptop	panasonic	toughbook CF-31	27tya01148	1	
laptop	panasonic	toughbook CF-31	2jtya01297	1	
laptop	panasonic	toughbook CF-31	3ctyb34551	1	
laptop	panasonic	toughbook CF-31	4jtya36662	1	
laptop	dell	latitude 14 rugged	f42rny1	1	
laptop	dell	latitude 14 rugged	632rny1	1	
laptop	Dell	latitude E6530	6rpysy1	1	
laptop hard drive	toshiba		83nqt9e4t	1	
laptop	dell	latitude e6520	3g70ds1	1	
laptop	dell	latitude 14 rugged	842rny1	1	
laptop	asus	U57A-SX097V	CBN0ASKRRR0R3457	1	
laptop	Dell	latitude e6520	F7DF6R1	1	

EXHIBIT 1

DEVICE	MAKE	MODEL #	SERIAL #	QTY	NOTES
printer	HP	laserjet P1006	vnd3r24443	1	
printer	HP	laserjet 1300	cnbj117614	1	
dock	Microsoft		1664 0268595514486	1	
dock	Microsoft		1664 0052914505486	1	
printer	HP	color laserjet 4600dn	jpbgb47082	1	
printer	HP	laserjet 4200n	a0048093	1	
flip phone	Verizon - Samsung	SCH-U660	A00000396682EE	1	
flip phone	Verizon - Samsung	SCH-U660	A000003966BF1C	1	
flip phone	Verizon - Samsung	SCH-U660	A0000039666926	1	
flip phone	Verizon - Kyocera	E4610	990006157173054	1	
flip phone	Verizon - Samsung	SM-B690V	35563807295570	1	
flip phone	Verizon - Samsung	SM-B690V	35261709083381	1	
flip phone	Verizon - Samsung	SM-B690V	35563807246594	1	
jetpack mifi	Verizon	MIFI6620L		14	
jetpack mifi	netgear	AirCard 791L		2	
jetpack mifi	Verizon	MIFI7730L		4	
printer	Dell	5110cn	87r8b91	1	
laptop	Dell	latitude d610	56r7491	1	
laptop	Dell	latitude d610	1mbf451	1	
projector	mitsubishi	SD200U	002439	1	
firewall	Fortinet	FML-100C	FE100C3911000621	1	
firewall	Sonicwall	NSA 2400	0017C5D85420	1	
phone controller	Mitel	3300 MX	AA BGS 5896	1	
printer	Canon	Pro-10	QC5-2952-DB01-01	1	
mixer	Shure	SCM810	00032653479	1	
mixer	Shure	SCM810	00032653453	1	

Village Of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Adam Frederick, Assistant Village Engineer 

DATE: August 11, 2021

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

Enclosed is a Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-of-Way – Village of Carol Stream/NEW CINGULAR WIRELESS PCS, LLC, a Delaware Limited Liability Company d/b/a AT&T MOBILITY, for consideration and approval by the Village Board.

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

This version of the Master License Agreement with AT&T is the result of negotiations between Klein, Thorpe and Jenkins, Ltd. (“KTJ”) and AT&T on behalf of all KTJ municipal clients.

Two original copies of the agreement are enclosed. If approved, one copy should be retained in the Clerk’s Office and the other copy shall be returned to: Connie Lamberes, AT&T Mobility, 2411 Courtyard Circle, Unit 4, Aurora, IL 60506.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE MUNICIPAL RIGHTS-OF-WAY (New Cingular Wireless PCS d/b/a AT&T Mobility)

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

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

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

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

WHEREAS, the Mayor and Board of Trustees of the Village find it to be in the best interests of the Village to approve and authorize the execution of the "Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-of-Way between the Village of Carol Stream and, NEW CINGULAR WIRELESS PCS, LLC, a Delaware Limited Liability Company d/b/a AT&T MOBILITY a copy of which is attached hereto as Exhibit "A" and made a part hereof.

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

SECTION 1: The Mayor and Board of Trustees of the Village Carol Stream authorize the approval and execution of the attached "Master License Agreement for the Collocation of Small Wireless Facilities Located Within the Municipal Rights-of-Way" between the Village of Carol Stream and NEW CINGULAR WIRELESS PCS, LLC, a Delaware Limited Liability Company d/b/a AT&T MOBILITY," ("Agreement") a copy of which is attached hereto as Exhibit "A" and made a part hereof. The Board of Trustees further authorize and direct the Mayor to execute and deliver the attached Agreement.

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

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

ADOPTED this ___ day of _____, 2021, pursuant to a roll call vote of the Corporate Authorities of the Village of Carol Stream, Illinois, as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this ___ day of _____, 2021, by the Mayor of the Village of Carol Stream, Illinois.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Julia Schwarze, Village Clerk

Exhibit "A"

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

New Cingular Wireless PCS d/b/a AT&T Mobility

(attached)

MASTER LICENSE AGREEMENT FOR THE COLLOCATION OF SMALL WIRELESS FACILITIES LOCATED WITHIN THE MUNICIPAL RIGHTS OF WAY WITH NEW CINGULAR WIRELESS PCS, LLC, D/B/A AT&T MOBILITY

This MASTER LICENSE AGREEMENT ("Agreement") is made and entered into by and between the Village of Carol Stream, an Illinois municipal corporation ("Licensor"), and NEW CINGULAR WIRELESS PCS, LLC a Delaware limited liability company d/b/a AT&T MOBILITY ("Licensee"). Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

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

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

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

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

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

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

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

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

2.0 Definitions.

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

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

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

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

"Annual License Fee" means the annual rate described in Section 6.3 of this Agreement.

"CFR" means the Code of Federal Regulations.

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

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

"Law(s)" means any applicable statute, administrative or judicial act, decision, charter, code, constitution, law, opinion of a court of competent jurisdiction, court order, ordinance, policy, regulation, including procedures and the conditions of certificates as prescribed by regulation, rule, schedule, specification, rates and tariffs as established in statute, rules, or regulation, or other requirement of the Licensor or any other unit of government or agency of a unit of government having joint or separate jurisdiction over the Licensee, now or hereafter in effect, during the term of this Agreement.

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

"Permit Drawing and Specifications" means documents submitted by a Licensee, in conformance with the requirements of the Licensor, for a Site-

Specific Permit Application which depict the design, construction, installation, and maintenance of any Small Wireless Facility.

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

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

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

“Unauthorized Communication Site” means a Small Wireless Facility on a utility pole or a wireless support structure within the corporate limits of the Licensor that is either i. constructed or installed in a manner that does not conform to the application for a permit approved by the Village and that is not made to conform following notice by the Village and an opportunity to cure; or ii. constructed or installed without a permit or as otherwise specifically authorized by the Corporate Authorities of the Licensor. Construction or installation of a Small Wireless Facility or Utility Pole at a site under the exclusive permitting jurisdiction of another unit of local government, such as the County or State, from whom the Licensee has obtained a valid permit for such construction or installation, shall not be an Unauthorized Communication Site.

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

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

3.0. Term.

3.1. **Initial and Extension Terms.** This Agreement shall apply to all Small Wireless Facilities proposed, permitted and installed at Site-Specific Locations on Utility Poles or Wireless Support Structures owned by the Licensor pursuant to the Small Wireless Code, as applicable, or as otherwise agreed to pursuant to a Site-Specific Permit Application or an approved Site-Specific Permit. The initial term of this Agreement shall be five (5) years (“initial term”) commencing on the Effective Date, unless earlier terminated in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement, the extension term of this Agreement shall be for one (1) additional five (5) year term (“initial extension term”) commencing on the expiration of the initial term, provided that:

- 3.1.1. The Licensee has not provided the Licensor with a written notice of its intent to terminate the Agreement at the end of the initial term without renewal; and
- 3.1.2. The Licensee is in compliance with the provisions of this Agreement and applicable Laws; and
- 3.1.3. There has not been any change in the Law that materially affects the provisions of this Agreement or its enforceability; and
- 3.1.4. The Licensor or Licensee has not otherwise terminated this Agreement in accordance with its provisions; and
- 3.1.5. The Act has not been repealed or been found to be unconstitutional by a court of law; and
- 3.1.6. The Act did not sunset on June 1, 2021.

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

3.2 New Agreement/Holdover. A Licensee may enter into a new License Agreement with the Licensor no later than six (6) months before the expiration of the initial term (if the Agreement is not renewed), extension term or additional extension term based upon the License Agreement then in effect or in accordance with such other contract rates, terms and conditions, or ordinances that may be adopted by the Licensor from time to time. If upon expiration of the initial term (if the Agreement is not renewed), extension term or additional extension term the Parties fail to negotiate the renewal of a new License Agreement, and the Licensee fails to comply with Section 3.3, the Licensee shall be deemed to holdover and shall otherwise be liable to perform its obligations of the terms and conditions of the License Agreement as well as payment of the holdover amount set forth in Section 7.1 of this Agreement. No holdover shall exceed six (6) months.

3.3 Non-Renewal. If a new License Agreement has not been executed by the Parties by the expiration of the initial term (if the Agreement is not renewed), extension term or additional extension term, and the Parties do not otherwise agree in writing to renew, then the Licensee, at its option, shall either:

- 3.3.1 **Remove the Licensee's Small Wireless Facilities** at its sole cost and expense within sixty (60) days of the expiration date of the applicable Site Specific Permit. If the Licensee fails to remove the Small Wireless Facilities by said date, the Licensor may in its discretion remove said facility pursuant to Section 10.8 herein; or

- 3.3.2 **Without cost or charge to the Licensor, abandon the Licensee's Small Wireless Facilities** in place, but only if the Licensor first approves the proposed abandonment, in writing; including conditions applicable to the abandonment. In the case of an approved abandonment in place, the Licensor may at its discretion remove said Small Wireless Facility pursuant to Section 8.5 herein; or
- 3.3.3 **Sell the Licensee's Small Wireless Facility to a qualified third-party subject to the Licensor's prior written approval; which will not be unreasonably withheld.**
- 3.3.4 Upon the occurrence of any circumstance set forth in this Section 3.3, this Agreement shall be deemed terminated except as to the indemnification and hold harmless provisions which shall survive until all statutes of limitations and repose applicable to a casualty occurring during the license term have expired. If a Small Wireless Facility has time remaining on its Site Specific Permit term, then the provisions of this Agreement remain in place during the remaining time on those Site Specific Permits but there shall be no right to an extension unless a new License Agreement is negotiated.

3.4 **Termination.** Except as otherwise provided herein, the Licensor or Licensee may terminate this Agreement or the applicable Site-Specific Permit(s) for cause, as defined in Section 3.4.1, upon thirty (30) days written notice sent by the terminating party to the other party. In the event of a termination for cause, the terminating party may exercise its legal rights and/or equitable remedies either under this Agreement or by any other means that may be provided by law or equity, including the right, in the case of the Licensor, without limitation, to recover any uncollected fees that would be due and payable by the Licensee to the Licensor if this Agreement had not been terminated during the initial term, extension term or additional extension term, **as well as reasonable costs, including attorney's fees, incurred in the termination process, and to retain any security amounts, if any, deposited with the Licensor.**

3.4.1 **A termination for cause means** 1) The Licensee or Licensor fails to cure a material default of this Agreement within thirty (30) days after it receives the **terminating party's** written notice of default, or, if the default can be cured and such cure reasonably requires more than thirty (30) days to achieve, fails to commence and thereafter diligently continue such cure to completion within a reasonable period of time. A failure to cure relative to a specific permitted site will result in a termination of the applicable Site-Specific Permit only; or 2) Any agency exercising jurisdiction over the Licensee has by final order that is no longer subject to appeal, terminated or otherwise **revoked the Licensee's approval, authorization, certification or license to provide the Wireless Services or Small Wireless Facilities.** A termination or revocation that affects specific sites only will result in the termination of the applicable Site-Specific Permit(s) **only, while a general termination or revocation affecting Licensee's ability to provide Wireless Services or Small Wireless Facilities in general will result in a termination of the entire Agreement;** or 3) The Licensee installs or causes to be installed an Unauthorized Communication Site, as defined in Section 2.2. Installation of an

Unauthorized Communication Site may result in the termination of applicable Site-Specific Permit(s) or, in the case of three (3) or more installations of Unauthorized Communication Sites during any five (5) year term, termination of the entire Agreement. However, cooperation with other agencies/jurisdictions to comply with their laws and procedures (as set forth in Section 4.1.3 "Compliance with Laws" and Section 8.1 "Provision of Wireless Services") shall not be an event of default or basis for termination, provided no installation is done before Licensor authorization.

3.4.2 Removal upon Termination for Cause. Upon establishment of termination for cause and after the expiration of the time period set out in Section 3.4.1 above, the right of the Licensee to operate all or a specific Small Wireless Facility(ies), as applicable, will immediately terminate. If the Licensee has failed within ninety (90) days from the effective date of termination for cause to remove or cause removal of the Licensee's Small Wireless Facilities, the Licensor may at its discretion remove said Facility pursuant to Section 7 herein.

3.5 Changes in the Law. The Parties acknowledge that Communications Services, and Wireless Services and the law associated with communications services and wireless services is evolving at the Federal, State and local level. If during the initial term, extension term or additional extension terms the Laws are adopted, amended or repealed in a manner that is binding on the Licensor and that requires the Licensor to alter existing Agreements, the Parties shall negotiate an amendment to this Agreement to the extent necessary to comply with any new Law affecting existing agreements.

4.0. Grant and Scope of License.

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

4.1.1. Site-Specific Permit. The Licensee, as condition precedent to its right to install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace **any of the Licensee's Small Wireless Facilities**, shall prior to occupying any area, submit a Site-Specific Permit Application to the Licensor, and receive from the Licensor a Site-Specific Permit to occupy the Site-Specific Location with the Small Wireless Facilities pursuant to the Small Wireless Code, as applicable.

4.1.2. Reserved.

4.1.3. Compliance with Laws. The installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of any Small

Wireless Facilities shall comply with all Laws, including specifically Chapter 12, Article 5 and the Small Wireless Code.

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

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

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

4.3. Authorized Use. The Licensee shall use Licensee's Small Wireless Facilities for the sole purpose of providing Communications Services and Wireless Services and may only install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace Licensee's Small Wireless Facilities as authorized by the Site-Specific Permit.

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

4.5. Condition of Premises. As a material part of the consideration for this Agreement, Licensee takes and accepts the Licensor's Utility Poles, Wireless Support Structures and Rights-of-Way "as is" in the condition in which the Licensee finds them,

with any and all latent and patent defects and with no express or implied warranties by the Licensor of merchantability, fitness, suitability, or fitness for any particular purpose. If the Licensee finds that a desired location is unsuitable for equipment, Licensee has the right to replace the pole with one **consistent with the municipality's adopted codes** and design standards, and that is suitable for the equipment. Pole will continue as the property of Licensor. The Licensee shall have the right to inspect the Utility Poles, Wireless Support Structures, and Rights-of-Way prior to installing the Small Wireless Facilities. The Licensor will be responsible for the regular maintenance of the Utility Poles, Wireless Support Structures and Rights-of-Way and will keep the Utility Poles, Wireless Support Structures and Rights-of-Way in good repair as required by all Laws. The Licensee shall be responsible for repairing any damage to the Rights-of-Way, Wireless Support Structures, or Utility Poles that is disturbed or damaged as a result of the installation, construction, reconstruction, use, operation, maintenance, repair, removal, reattaching, reinstallation, relocation or replacement of the Small Wireless Facilities. The Licensor shall have the right to temporarily remove or require the Licensee to temporarily remove the Small Wireless Facilities in order to maintain the Utility Poles, Wireless Support Structures and Rights-of-Way, **at the Licensee's sole cost and expense**, as long as Licensor provides proper prior notice to Licensee.

4.6 Interruption of Service. The Licensor shall not be liable to the Licensee, its customers, or anyone else for the interruption of service of the Licensee or any **interference with the operation of the Licensee's Small Wireless Facilities**. In the event of interruption of service caused by Licensor, Licensor shall notify Licensee of interruption as soon as practicable.

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

Licensee shall be permitted at any time during the Term of each Site Specific Permit, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Utility Pole), a temporary power source, and all related

equipment and appurtenances within the Utility Pole, or elsewhere on the Utility Pole in such locations as reasonably approved by Licensor. Licensee shall have the right to install conduits connecting the temporary power source and related appurtenances to the Utility Pole. In the event such conduits affect the life expectancy of the Utility Pole, an additional fee that reflects the replacement cost of the Utility Pole may be assessed by Licensor after providing written notice to Licensee.

4.8 General Restrictions.

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

4.8.2. Damage to Utility Pole. In circumstances where the Utility Pole is damaged, (struck by a vehicle or by lightning or otherwise knocked down), the Licensor shall have the right to remove the Utility Pole and transport the Small Wireless Facilities **to the Licensor's facilities. The Licensor shall notify the Licensee of the damaged Utility Pole** as soon as reasonably practical. The Licensor shall have discretion to replace the Utility Pole, as set forth in Section 4.8.1. The Licensee shall be solely responsible for all costs related to the removal and/or reinstallation of its Small Wireless Facilities. If the utility pole needs to be replaced, and the utility pole to be replaced is or was a non-standard design or type in order to accommodate **the Licensee's small wireless facility**, and recovery from the liable party who damaged the pole is not available, the Licensee shall be solely responsible for the incremental costs of the replacement utility pole over the cost of a standard pole.

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

5.0. Other Rights and Obligations of Licensee.

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

5.1.1. Routine Maintenance. The Licensee shall not be required to obtain approval or a permit to perform routine maintenance. However, the Licensee shall notify the Licensor, in writing, of any routine maintenance at least forty-eight (48) hours in advance of the maintenance.

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

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

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

5.2. Due Care. Licensee shall at all times use due care to insure that no damage, beyond reasonable wear and tear, is caused to Utility Poles, Wireless Support Structures, Rights-of-Way, or Licensor Facilities, conduits, or any other portion

of the Licensor's or others' property, including but not limited to: ground surfaces, landscaping, paved surfaces, swales, sewer drainage features, fibers, wires, cables, poles and/or conduits lawfully located on or about Utility Poles, or other physical structures on which the Licensee intends to attach and/or install Licensee's Small Wireless Facilities. Any damage which is caused by the Licensee shall be reported to the Licensor's emergency contact listed in Section 13.19 herein and in writing to the affected Party within forty-eight (48) hours of Licensee learning of the damage. Licensee shall reimburse the affected Party upon demand for any damage caused by its employees, contractors, subcontractors, agents or representatives. The Licensee shall be fully liable for the acts or omissions of its subcontractors, agents and employees. Licensee shall install, use, operate, maintain, repair, remove, reattach, reinstall, relocate, and replace its Small Wireless Facilities in safe condition and good repair and in compliance with the requirements and conditions of this Agreement, the Act, and the Small Wireless Code. Licensee shall ensure that its employees, agents or contractors that perform work in connection with its Small Wireless Facilities are adequately trained and skilled in accordance with all applicable industry and governmental standards and regulations.

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

5.4. Interference. Licensee agrees that its license is subject at all times to the Licensor's right to use its Utility Poles and Wireless Support Structures for their primary purpose. Licensee agrees to install Small Wireless Facilities of the type and frequency which will not cause harmful interference to any equipment of the Licensor, governmental agencies, or other licensees of the Utility Poles or Wireless Support Structures which existed on prior to the date this Agreement is executed by the Parties. Additionally, the Licensee's operation of Small Wireless Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications, both present and future frequencies. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. In the event any after-installed Licensee's Small Wireless Facilities cause such interference, and after Licensor has notified Licensee in writing of such interference, Licensee, at its sole expense, will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, powering down such Small Wireless Facilities and later powering up such Small

Wireless Facilities for intermittent testing. Licensor agrees that Licensor and/or any other licensees of the Utility Pole or Wireless Support Structure who in the future take possession of the Pole or Structure will be permitted to install only such Small Wireless Facilities that are of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Small Wireless Facilities of Licensee. The Licensor may terminate a permit for a Small Wireless Facility based on such interference if the Licensee is not making a good faith effort to remedy the problem. With respect to interference with public safety frequencies, good faith effort must be action in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

6.0. **Costs**

6.1. **Make Ready Work:**

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

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

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

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

6.3. **Annual License Fee.** The Licensees shall pay, on an annual basis, an Annual License Fee to Licensor for each Site-Specific Location in the amount of the higher of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) or such other amount as

authorized by law and set forth in the Licensor's Municipal Code ("Annual License Fee").

6.4 Timing of Annual License Fee Payments. Upon the final inspection of an initial Site-Specific Permit site, and receipt of a notice that the Permit site is approved by Licensor the Licensee shall pay the full Annual License Fee for that Site-Specific Location within sixty (60) days of the permit issuance. Annual License Fees, for each Site-Specific Location, shall thereafter be due and payable by the Licensee on January 1 each year.

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

6.6 Failure to Pay. Licensee's failure to pay any costs or Annual License Fees under this Agreement within thirty (30) days of the due date shall constitute a material default, if Licensee fails to cure as provided in Section 3.4.1. Licensee's obligation to pay all previously incurred costs, fees, and right-of-way fees shall survive the expiration or earlier termination of this Agreement. If a failure to pay has not been cured within thirty (30) days of the default, the applicable Site Specific Permit shall terminate and Licensee shall remove Licensee's Small Wireless Facilities within the timeframe specified in Section 7. Licensee's failure to remove within the time required will authorize the Licensor at its discretion to remove said facility pursuant to Section 7 herein.

7.0 Abandonment and Removal of Small Wireless Facilities

7.1. Licensee's Obligation to Remove. The Licensee has an obligation to remove its Small Wireless Facilities, and restore the Utility Pole, Wireless Support Structures, and Rights-of-Ways to their original condition, reasonable wear and tear and casualty damage excepted. This obligation arises: (1) upon termination of this Agreement; (2) upon the termination of any Site Specific Permit; (3) when the Licensee is no longer using a Small Wireless Facility to provide Wireless Services; or (4) when the Licensee abandons the Small Wireless Facilities. Licensor agrees and acknowledges that all of the equipment and Small Wireless Facilities of the Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes Licensee to remain on the Property after termination of the Site Specific Permit, Licensee shall pay a holdover fee it the amount of \$250 per month until such time as the removal of the Small Wireless Facilities is completed. The Licensor shall have the authority at any time to order and require Licensee to remove and abate any Small Wireless Facilities that are in violation of the Licensor's Right of Way or Small Wireless Facilities regulations.

7.2. Licensor's Authority to Remove Small Wireless Facilities. In the event that the Licensee fails to remove a Small Wireless Facility within ninety (90) days from

the termination of this Agreement or a Site Specific Permit, or from the date of written notice from the Licensor demanding the removal, the Licensor shall have the right to take such action as it deems necessary to remove the Small Wireless Facility, including the authority to engage the services of an independent contractor or through any code provisions regarding the abatement of nuisances. All notices of removal or abandonment shall be sent by certified or registered mail, return receipt requested, by the Licensor to the Licensee at the last known address of the Licensee. In the event that Licensor removes a Small Wireless Facility pursuant to this Agreement, the Licensee shall pay the Licensor, upon demand, the Licensor's actual and reasonable cost of removal of the Small Wireless Facility and for any other losses or damages incurred by the Licensor by such undertaking. This obligation shall survive termination or expiration of this Agreement. Alternatively, pursuant to the requirements of the Municipal Code, the Licensor may use any bond or letter of credit deposited by the Licensee to cover the cost of any removal. If the Licensor removes the Licensee's Small Wireless Facility in accordance with this Agreement, the Licensor shall have no obligation to protect, store, recycle, or otherwise conserve the removed Small Wireless Facility. The Licensor shall have no obligation to pay or reimburse the Licensee for any Small Wireless Facility removed by the Licensor. Any monies secured by the Licensor as a result of repurposing all or part of the Small Wireless Facility may be applied by the Licensor to its general fund.

7.3. Abandoned Communications Equipment. If the Licensor suspects that the Licensee is no longer using the Small Wireless Facilities to provide Wireless Service, it may require the Licensee to provide evidence that the Small Wireless Facilities are still operational and that they are being used to provide Wireless Service. If the Licensor suspects that a Small Wireless Facility has been abandoned, it may send the Licensee written notice that: (1) it suspects that a Small Wireless Facility has been abandoned; and (2) requires the Licensee to remove the Small Wireless Facility or provide proof that the Small Wireless Facility is operational within thirty (30) days; and (3) informs the Licensee that failure to provide proof or to remove the Small Wireless Facility will result in the Licensor removing the Small Wireless Facility and that the cost of removal is the Licensee's responsibility, as set forth in Section 7.2. A Small Wireless Facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned.

8.0. Installation and Replacement of Small Wireless Facilities.

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

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

8.3. **Unauthorized Installation Charge.** If the Licensee installs an Unauthorized Communication Site, the Licensee acknowledges it will be fined in the amount of seven hundred and fifty dollars (\$750.00) per day for each day the violation exists. Notwithstanding any other provision of this Agreement, if Licensee has failed to remove an Unauthorized Communication Site within thirty (30) days of delivery of a notice of such Unauthorized Communication Site from the Licensor, the Licensor may immediately remove or cause the removal of the facility(ies) named in such notice for which the violation persists. Payment of the penalty shall not authorize the presence of the Unauthorized Communication Site at the specific location without a Site-Specific Permit. No action or inaction by the Licensor with respect to unauthorized use of any Right-of-Way or other Licensor property shall be deemed to be a ratification of an unauthorized use or waiver of any provision of this Agreement.

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

8.5. **Failure to Restore or Remove.** If the Licensee fails to remove Small Wireless Facilities in accordance with this Agreement, or fails to restore the Right-of-Way as set forth in this Agreement, the Licensor may, **at the Licensee's sole cost and expense**, remove Small Wireless Facilities or cause their removal without liability on the part of the Licensor, and the Licensee shall pay the Licensor, upon demand, the **Licensor's actual and reasonable cost of removal and for any other losses or damages** incurred by the Licensor by such undertaking. This removal is subject to the terms and timelines set forth within this Agreement. This obligation shall survive termination or expiration of this Agreement.

9.0 **Indemnity, Waiver, Risk of Loss.**

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

losses as may be due to or caused by the sole negligence of the Licensor or its employees or agents.

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

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

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

10.0. Insurance Requirements and Securities.

10.1. The Licensee's financial integrity is of interest to the Licensor; therefore, the Licensee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Licensee's sole expense, insurance coverage, which will satisfactorily insure the Licensee and, where appropriate, the Licensor against claims and liabilities which may arise out of the installation, use, operation, maintenance, repair, removal, reattachment, reinstallation, relocation, and replacement of Small Wireless Facilities. Such insurance shall be issued by companies licensed to do business in the State of Illinois, with an A.M. Best's rating of no less than A-VII, or subject to the approval by the Licensor, not to be unreasonably withheld or delayed, unless the Licensee is self-insured. Such insurance shall be in the types and for an amount not less than those listed in Section 12-7-18 of the Small Wireless Code.

10.1.1. The liability insurance policy required by this section shall be written on form ISO CGL 00 01 or equivalent and maintained by the Licensee throughout the terms of the Agreement, and such other period of time during which the Licensee is operating without a license hereunder, or is engaged in the removal of its Small Wireless Facilities. Licensee will provide at least thirty (30) days written notice to Licensor of cancellation or non-renewal of any required coverage that is not replaced.

10.1.2. In no event later than thirty (30) days prior to such cancellation, the Licensee shall obtain and furnish to the Licensor replacement insurance certificates

meeting the requirements of this section and of Section 12-7-18 of the Small Wireless Code.

11.0. Emergency Contacts.

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

12.0. Representations and Warranties.

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

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

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

- 12.2.1. The Licensee has all approvals, authorizations, certifications, licenses, and franchises required by the State of Illinois, the FCC and/or any other agency to provide the Communications Service and Wireless Service; and
- 12.2.2. The Licensee is not aware of any facts or circumstances that would call into doubt the continuing validity of any such approvals, authorizations, certifications, licenses, or franchises; and

- 12.2.3. **There is not pending or, to the Licensee's knowledge, threatened against the Licensee or its parent corporation or any of its subsidiaries or affiliates, any legal or administrative proceedings that could materially and adversely affect the validity of such licenses, authorizations, or franchises; and**
- 12.2.4. All Work to be performed by the Licensee pursuant to this Agreement will be (i) performed in a good and workmanlike manner, consistent with any **Permit specifications, manufacturer's specifications, prevailing industry standards, applicable Laws, and the provisions of this Agreement, and (ii) that it will be free from defects.**

13.0. **Miscellaneous Provisions.**

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

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

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

13.4. **Assignment.** This Agreement is personal to only the Licensee and no other Entity. The Licensee may not directly or indirectly assign, transfer, or convey to another Entity this Agreement, or any of the rights and obligations of the Licensee established by this Agreement without written approval of the Licensor. Any assignment or transfer of this Agreement shall be void, and the Licensor may terminate this Agreement if the Licensee attempts to assign or transfer this Agreement without compliance hereof.

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

13.4.2. The preceding sentences of this Section notwithstanding, if Licensee sells or otherwise transfers all or substantially all of its assets, then, upon the provision of written approval from the Licensor, which will not be

unreasonably withheld, Licensee may assign or otherwise transfer this Agreement and the rights and obligations hereunder without the approval of the Licensor so long as the transferee is not statutorily unfit to hold such a license. For the avoidance of doubt, if Licensee owns the underlying land at any site specific location, the mere sale or other transfer of the land shall not affect this License.

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

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

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

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

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

13.10. **Independent Contractor.** Each Party to this Agreement acts as an independent contractor and not as an employee of the other Party. Nothing in this

Agreement shall be construed to establish a partnership, joint venture, group, pool, syndicate, or agency relationship between the Licensor and the Licensee.

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

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

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

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

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

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

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

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

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

Licensor: The Village of Carol Stream
Attn: Village Manager
500 N. Gary Avenue
Carol Stream, IL 60188-1899

Copy to: Klein, Thorpe and Jenkins, Ltd.
Attn: James A. Rhodes
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606

24/7 EMERGENCY CONTACT: 630-871-6213

Any notice to be sent to the Village Manager or Village Attorney shall be sent to the same address as referred to above.

Licensee: New Cingular Wireless Pcs, LLC
Attn: Lease Management
1025 Lenox Park Blvd, NE 3rd Floor
Atlanta, GA 30324
Re: Wireless Installation on Public Structures Carol Stream,
IL
Fixed Asset # _____

Copy to: New Cingular Wireless Pcs, LLC
Attn: Legal Department, Network Operations
208 S. Akard Street
Dallas, TX 75202-4206
Re: Wireless Installation on Public Structures: Carol Stream,
IL
Fixed Asset # _____

24/7 EMERGENCY CONTACT: Phone Number: 1-800-638-2822

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

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

13.22 Applicable Laws. During the term of this Agreement, Licensor shall use and maintain the Utility Poles, Wireless Support Structures, and Rights-of-Way in compliance with all Laws. Licensee shall, in respect to the condition of the Small Wireless Facilities and at Licensee's sole cost and expense, comply with (a) all Laws relating solely to Licensee's specific and unique nature of use of the Small Wireless Facilities; and (b) all building codes requiring modifications to the Small Wireless Facilities due to the improvements being made by Licensee to the Small Wireless Facilities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below with their respective signatures, to be effective as of the date of the signature of the last Party to sign.

LICENSOR:

Village of Carol Strteam, an Illinois municipal corporation

By: _____

Name: _____

Its: _____


Date: _____

WITNESS

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company d/b/a AT&T MOBILITY

By: AT&T Mobility Corporation, its Manager

By:  _____

Name: John McCann

Its: Director- Engineering & Construction


Date: 7/8/2021

WITNESS

Connie Lamberes _____

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Engineering Services Director 

DATE: August 11, 2021

RE: Resolution to Approve a Local Public Agency Agreement for Federal Participation – Southeast Bike Trail – Schmale, Gundersen, President and Community Park

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current cost estimate for phase II engineering design is \$290,371 (\$317,000 budget), of which \$232,297 is from FHWA (CMAQ/TAP) funding and \$58,074 is from Village funding. Actual costs will be used in the final division of cost for billing and reimbursement based on an 80/20 split for CMAQ/TAP funds.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost. This project is unique in that it is following Section 1440 of the FAST Act allowing the design to proceed ahead of official IDOT approval. Funding reimbursement will occur after final IDOT agreement approval.

Engineering staff therefore recommends a resolution be approved and the agreement be approved and signed by the Mayor and five (5) original agreements returned to IDOT for final processing.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer

Attachment

Village of Carol Stream

Location: FAU 2566/Southeast Bike Trail

Section No.: 17-00064-00-BT

Project No.: 11EH (312)

Job No.: D-91-261-18

DuPage County

RESOLUTION NO. _____

RESOLUTION APPROVING A LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION – SOUTHEAST BIKE PATH – SCHMALE ROAD, GUNDERSEN DRIVE, PRESIDENT STREET AND COMMUNITY PARK TRAILS

WHEREAS, Village of Carol Stream is attempting to improve segments of Schmale Road, Gundersen Drive, President Street and Community Park Trails that are approximately 2.18 miles in length; and

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the federal fund source requires a match of local match.

NOW THEREFORE, BE IT RESOLVED by the Village of Carol Stream Board that Village of Carol Stream authorized fifty eight thousand and seventy four dollars, (\$58,074) or as much may be needed to match federal funds in the completion of MFT Section Number 17-00064-00-BT.

BE IT FURTHER RESOLVED that the Mayor be and are hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project; and

BE IT FURTHER RESOLVED that the Village Clerk is hereby directed to transmit five (5) certified copies of this resolution to the Illinois Department of Transportation through the Division of Local Roads.

PASSED AND APPROVED THIS 16th DAY OF AUGUST, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Mayor

ATTEST:

Julia Schwarze, Village Clerk



Local Public Agency Agreement for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency: Carol Stream, County: DuPage, Section Number: 17-00064-00-BT, Fund Type: CMAQ/TAP, MPO Name: CMAP, MPO TIP Number: 08-17-0021

Construction on State Letting, Construction Local Letting, Day Labor, Local Administered Engineering, Right-of-Way

Construction, Engineering, Right of Way job and project numbers

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE".

LOCATION

Local Street/Road Name: Southeast Bike Path, Key Route: FAU 2566, Length: 2.18, Stationing: From 0.00 To 2.18

Location Termini: Schmale (Geneva to Gundersen), Gundersen (Schmale to President), President (Geneva to GWT) and CPT.

Current Jurisdiction: LA, Existing Structure Number(s): N/A, Add Location, Remove

PROJECT DESCRIPTION

Phase 2 Design Engineering services for construction of a bike path along Schmale Road, Gundersen Drive, President Street, and Community Park Trails in the Southeast part of Carol Stream.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

- METHOD A - Lump Sum (80% of LPA Obligation)
METHOD B - Monthly Payments of
METHOD C - LPA's Share

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA**/railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-		
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

--

Title of Official

--

Signature

Date

--	--

The above signature certifies the agency's Tin number is 362510906 conducting business as a Governmental Entity.

Duns Number 051080190

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

--	--

By:

Director of Planning & Programming

Date

--	--

Director of Planning & Programming

Date

--	--

Philip C. Kaufmann, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency Carol Stream	County DuPage	Section Number 17-00064-00-BT
-------------------------------------	------------------	----------------------------------

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-261-18	I1EH(312)		

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Preliminary Engineering	CMAQ	\$232,297.00	*					\$58,074.00	BAL	\$290,371.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$232,297.00		Total			Total		\$58,074.00	\$290,371.00

Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:
 *Maximum CMAQ/TAP participation 80% not to exceed \$232,297.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Location Map

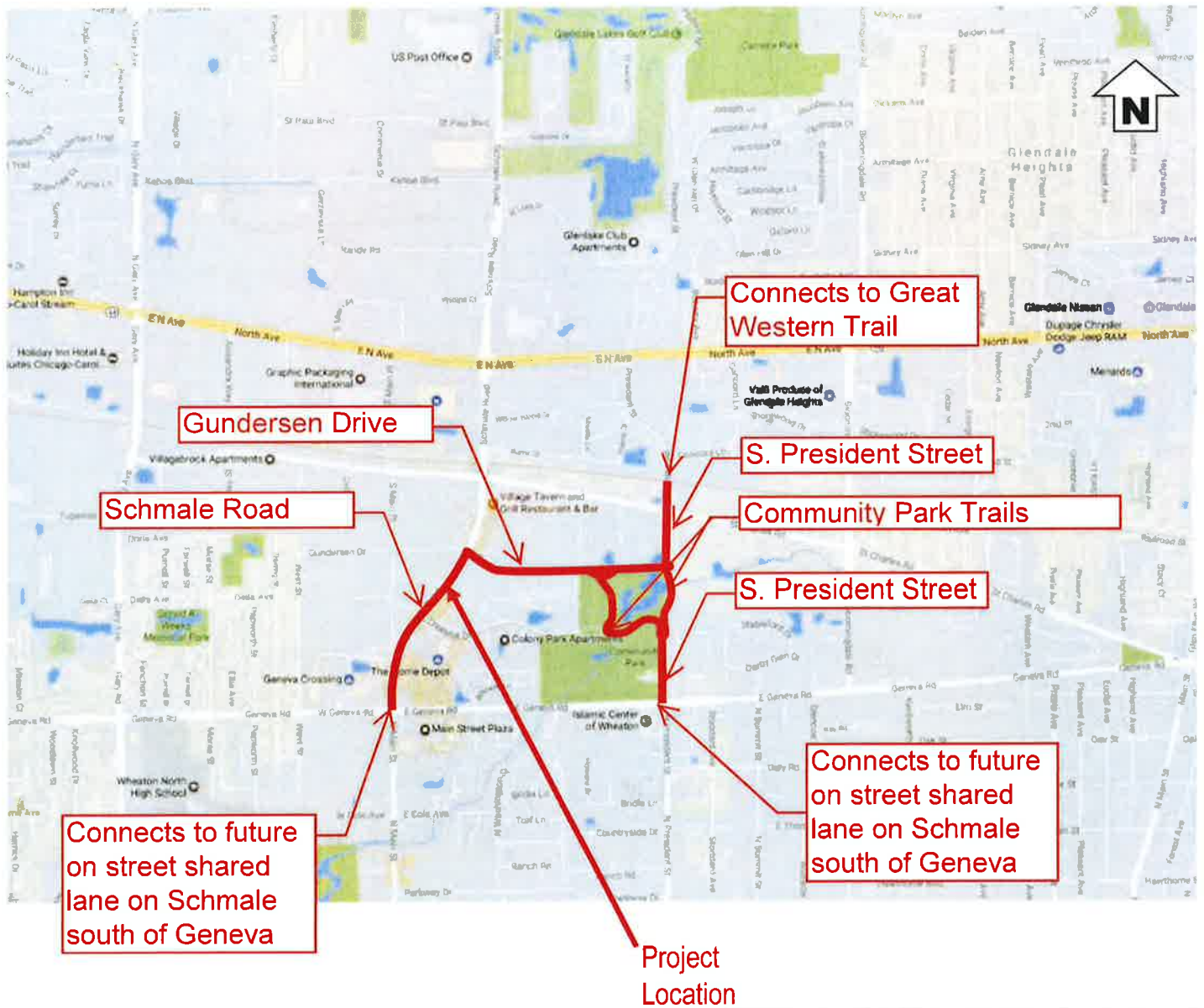



EXHIBIT A-1 – Project Location Map
Southeast Bike Path
Geneva Road to Great Western Trail
North of St. Charles Road
Village of Carol Stream

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: William N. Cleveland, Engineering Services Director 
DATE: August 11, 2021
RE: Local Public Agency Engineering Services Agreement for the Southeast Bike Path – Schmale, Gundersen, President and Community Park

In January of 2019, Engineering Staff reviewed Statements of Interest for Phase II Engineering Design Services based on IDOT's Quality Based Selection (QBS) process. TranSystems Corporation was chosen from six (6) submittals and a contract was negotiated for review and approval by IDOT.

IDOT has not approved either the Local Public Agency Agreement for Federal Participation or the attached Local Public Agency Engineering Services Agreement. Work can however, begin under Section 1440 of the FAST Act when the Village of Carol Stream signs the documents and sends them to IDOT for final execution. All procedures need to follow State and Federal guidelines in order to receive project grant funding reimbursement.

The total price negotiated for all work is \$290,371.00 of which 80% (\$232,297.00) is to be funded by the Congestion Mitigation and Air Quality – Transportation Alternatives Program (CMAQ-TAP) and the remaining 20% (\$58,074.00) will be funded by the Village of Carol Stream.

Engineering staff therefore recommends that the Local Public Agency Engineering Services Agreement for the Southeast Bike Path along Schmale, Gundersen, President and Community Park be approved in the amount of \$290,371.00 and four (4) copies be sent to IDOT for further processing.

Cc: Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Civil Engineer

Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN ILLINOIS DEPARTMENT OF TRANSPORTATION PRELIMINARY ENGINEERING
SERVICES AGREEMENT FOR FEDERAL PARTICIPATION
SOUTHEAST BIKE PATH - SCHMALE RD (GENEVA RD TO GUNDERSEN DR),
GUNDERSEN DR (SCHMALE RD TO PRESIDENT ST), PRESIDENT ST (GENEVA RD
TO GREAT WESTERN TRAIL) AND COMMUNITY PARK TRAILS**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Preliminary Engineering Services Agreement for Federal Participation with regard to the Southeast Bike Path – Schmale Rd (Geneva Rd to Gundersen Dr), Gundersen Dr (Schmale Rd to President St), President St (Geneva Rd to Great Western Trail) and Community Park Trails attached hereto as Exhibit “A”, and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation Agreement, in the appropriate form, attached hereto as Exhibit “A”.

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

PASSED AND APPROVED THIS 16th DAY OF AUGUST, 2021.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk



Local Public Agency Engineering Services Agreement



Using Federal Funds? [X] Yes [] No Agreement For Federal PE

Agreement Type Original

LOCAL PUBLIC AGENCY

Local Public Agency: Village of Carol Stream, County: DuPage, Section Number: 17-00064-00-BT, Job Number: D-91-261-18, Project Number: I1EH(312), Contact Name: Bill Cleveland, Phone Number: (630) 868-2260, Email: wcleveland@carolstream.org

SECTION PROVISIONS

Local Street/Road Name: Southeast Bike Path, Key Route: FAU 2566, Length: 2.18 mi., Structure Number: N/A

Location Termini: Schmale Rd (Geneva Rd to Gundersen Dr), Gundersen Dr (Schmale Rd to President St), President St (Geneva Road to Great Western Trail), and Community Park Trails. Add Location, Remove Location buttons.

Project Description: Description Phase 2 Design Engineering services for construction of a bike path along Schmale Road, Gundersen Drive, President Street, and Community Park Trails in the Southeast part of Carol Stream.

Engineering Funding: [X] Federal [] MFT/TBP [] State [] Other. Anticipated Construction Funding: [X] Federal [] MFT/TBP [] State [] Other.

AGREEMENT FOR

[] Phase I - Preliminary Engineering [X] Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name: TranSystems Corporation, Contact Name: Dave Block, Phone Number: (847) 460-2950, Email: dwblock@transystems.com

Address: 1475 E. Woodfield Road, Suite 600, City: Schaumburg, State: IL, Zip Code: 60173

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge: A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor

Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Direct Costs Check Sheet
- EXHIBIT D: Qualification Based Selection (QBS) Checklist
- EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys,

reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

- (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
TranSystems Corporation	43-0839725	\$149,802.00
Subconsultants		
Jorgensen & Associate, Inc.	36-3668574	\$93,861.00
Huff & Huff, Inc.	36-3044842	\$22,934.00
WBK Engineering, LLC	36-4251536	\$23,774.00
	Subconsultant Total	\$140,569.00
	Prime Consultant Total	\$149,802.00
	Total for all work	\$290,371.00
Add Subconsultants		

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Name of Local Public Agency
The of
Attest:
By Date By Date
Name of Local Public Agency Local Public Agency Type Title
 Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name
Attest:
By David W. Block Date By Todd S. Bright Date

Title Title

FOR FEDERAL PARTICIPATION PROJECTS**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

1. Project Coordination and Data Collection

- a. Attend a Phase II project kick off meeting with IDOT and Village staff to discuss project requirements, scope of work, task list and schedule.
- b. Coordinate the project with private utility companies and incorporate information into the contract plans and specifications.
- c. Conduct utility coordination meetings including field meeting with utilities to discuss potential conflicts, review test hole information, resolve conflicts, and determine relocation schedule. (Two meetings)
- d. Coordinate project with the DuPage County Division of Transportation (DuDOT).
- e. Coordinate project with the Carol Stream Park District
- f. Conduct prefinal plan review meeting with IDOT and Village staff.
- g. Conduct Quality Assurance/Quality control field meeting with Village staff during pre-final plan stage to pay particular attention to right-of-way constraints, existing drainage conditions, and utilities.
- h. Provide project administration; prepare monthly invoicing and monthly project status reports. (30 months)

2. Supplemental Field Survey (Jorgensen & Associates)

- a. Conduct additional topographic survey in areas where right-of-way is being acquired.
- b. Set horizontal control and tie points between Geneva Road and St. Charles Road.

3. Preparation of Prefinal Contract Plans and Documents

- a. It is anticipated that the following sheets would be included in the contract plans:

Sheet Description	No. of Sheets
Title Sheet	1
Index of Sheet, General Notes and Highway Standards	1
Summary of Quantities	2
Schedule of Quantities	1
Existing and Proposed Typical Sections	2
Alignment, Ties and Benchmarks	3
Removal Plan (1"=50')	6
Plan and Profile (with Drainage) (1"=50')	11
Construction Staging Plan and Notes	3
Erosion and Sediment Control Plan (1"=50')	6
Erosion and Sediment Control Details	3
Plat of Highways (Jorgensen & Associates)	20
Bikeway Marking, Signing & Landscaping Plan (1"=50')	6
ADA Details	20
District One Details	6
Cross Sections (@ 50 ft. station and side streets / driveways)	46
Totals	137

- b. Prepare quantities and estimate of construction cost (BDE 213) based on current contract unit prices.
 - c. Prepare detailed specifications including status of utilities to be adjusted.
 - d. Prepare estimate of time (BDE 220a).
 - e. Perform independent Quality Assurance/Quality Control review of plans and calculations. The review will be performed by a member of the consultant design team.
 - f. Submit prefinal contract plans, specifications, cost estimate, and estimate of time to IDOT, Village and DuDOT for review.
4. Final Contract Plan and Document Approval
- a. Update final contract plans and documents based on comments received.
 - b. Submit final plans, specifications, cost estimate and estimate of time to IDOT, Village and DuDOT.
 - c. Perform independent Quality Assurance/Quality Control review of plans, specifications and estimate.
 - d. Submit final plans to utility companies and conduct utility relocation reviews.
 - e. Process through IDOT final contract plans and documents for a project letting. Use IDOT standard symbology for CADD plan preparation. Submit final plans, specs, cost estimate, and quantity calculations in electronic format (MS Word, Excel, Microstation and PDF format).
5. Permitting
- a. Comply with DuPage County Storm Water Management Ordinance and submit DuPage County Storm Water Permit. (No fee for County projects) (WBK)
 - b. Update and re-submit DuPage County Storm Water Permit based on comments received from review agencies to obtain permit.(WBK)
 - c. Submit application for NPDES Permit including Storm Water Pollution Prevention Plan and Notice of Intent. (WBK)
 - d. Perform Preliminary Site Investigation (PSI) for the thirteen (13) sites determined to be Potentially Impacted Properties. (Huff & Huff)
 - e. Update IDNR through EcoCAT system near close of project to extend the biological resource clearances through Phase II.
 - f. Prepare IDOT Local Agency Agreement for Federal Participation (BLR05310).
 - g. Obtain concurrence from DuDOT for the portion of work within their right-of-way.
6. Right-of-Way Acquisition Services
- a. Order Title Commitments and prepare Plat of Highways and Legal Description for sixteen (16) properties. (Jorgensen and Associates)
 - b. Provide engineering services to clarify questions or comments identified in the negotiation process.
7. Phase III Consultation
- a. Provide engineering services to review shop drawings, attend on-site meetings, answer questions about the intent of the design, and offer assistance to make design changes necessary during construction of the project.

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**EXHIBIT B
PROJECT SCHEDULE**

Pre-Final PS&E - 9/30/2022
Initial Final PS&E - 11/28/2022
Draft Agreements - 11/28/2022
ROW Certification - 1/25/2023
Letting - 3/10/2023

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**Exhibit C
Direct Costs Check Sheet**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input checked="" type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	125	\$0.56	\$70.00
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input checked="" type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	8	\$20.00	\$160.00
<input checked="" type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)	4700	\$0.20	\$940.00
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$1,170.00

**Exhibit D
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Technical Approach	20%
- Similar Experience	10%
- Project Team	20%
- Specialized Expertise	20%
- Workload Capacity	10%
- Past Performance	10%
- Local Presence	5%
- DBE Participation	5%

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
---	---	--------------------------	-------------------------------------

Selection committee (titles) for this project

Top three consultants ranked for this project in order

1

2

3

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Local Public Agency Village of Carol Stream	County DuPage	Section Number 17-00064-00-BT
Consultant (Firm) Name TranSystems Corporation	Prepared By Dave Block	Date 2/19/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	28	MONTHS	OVERHEAD RATE	148.69%
START DATE	4/1/2021		COMPLEXITY FACTOR	
RAISE DATE	4/15/2021		% OF RAISE	2.00%
END DATE	7/31/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2021	4/15/2021	0	0.00%
1	4/16/2021	4/15/2022	12	43.71%
2	4/16/2022	4/15/2023	12	44.59%
3	4/16/2023	8/15/2023	4	15.16%

The total escalation = 3.46%

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MAXIMUM PAYROLL RATE

78.00

ESCALATION FACTOR

3.46%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$74.47	\$77.05
Engineer 3 (E3)	\$63.25	\$65.44
Engineer 2 (E2)	\$46.43	\$48.04
Engineer 1 (E1)	\$34.56	\$35.76
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$64.12	\$66.34
Planner 3 (P3)	\$44.83	\$46.38
Architect 5 (AR5)	\$78.00	\$78.00
Architect 4 (AR4)	\$74.17	\$76.74
Architect 3 (AR3)	\$51.85	\$53.65
Architect 2 (AR2)	\$41.57	\$43.01
Architect 1 (AR1)	\$35.66	\$36.89
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$56.86	\$58.83
Construction Services 4 (CS4)	\$52.67	\$54.49
Construction Services 2 (CS2)	\$31.00	\$32.07
Technician 3 (T3)	\$37.08	\$38.36
Technician 1 (T1)	\$19.80	\$20.49
Administrative 3 (A3)	\$53.00	\$54.84
Administrative 2 (A2)	\$35.86	\$37.10
Administrative 1 (A1)	\$25.50	\$26.38

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AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1-Project Coordination			2-Supplemental Survey			3-Pre-Final Plans			4-Final Plans			5-Permitting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	77.05	140.0	12.82%	9.88	32	29.09%	22.41	2	50.00%	38.52	48	8.28%	6.38	40	13.99%	10.78	2	12.50%	9.63
Engineer 3 (E3)	65.44	88.0	8.06%	5.27							64	11.03%	7.22	16	5.59%	3.66			
Engineer 2 (E2)	48.04	387.0	35.44%	17.02	24	21.82%	10.48	2	50.00%	24.02	219	37.76%	18.14	100	34.97%	16.80	6	37.50%	18.01
Engineer 1 (E1)	35.76	447.0	40.93%	14.64	24	21.82%	7.80				249	42.93%	15.35	130	45.45%	16.25	8	50.00%	17.88
Planner 5 (P5)	78.00	0.0																	
Planner 4 (P4)	66.34	0.0																	
Planner 3 (P3)	46.38	0.0																	
Architect 5 (AR5)	78.00	0.0																	
Architect 4 (AR4)	76.74	0.0																	
Architect 3 (AR3)	53.65	0.0																	
Architect 2 (AR2)	43.01	0.0																	
Architect 1 (AR1)	36.89	0.0																	
Environmental Scientist 4 (E4)	78.00	0.0																	
Industry Specialist 3 (IS3)	58.83	0.0																	
Construction Services 4 (C4)	54.49	0.0																	
Construction Services 2 (C2)	32.07	0.0																	
Technician 3 (T3)	38.36	0.0																	
Technician 1 (T1)	20.49	0.0																	
Administrative 3 (A3)	54.84	30.0	2.75%	1.51	30	27.27%	14.96												
Administrative 2 (A2)	37.10	0.0																	
Administrative 1 (A1)	26.38	0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		1092.0	100%	\$48.32	110.0	100.00%	\$55.65	4.0	100%	\$62.54	580.0	100%	\$47.09	286.0	100%	\$47.49	16.0	100%	\$45.52

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Village of Carol Stream

County

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AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	6-ROW Acquisition			7-Phase 3 Consultation														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Engineer 5 (E5)	78.00																		
Engineer 4 (E4)	77.05	8	11.11%	8.56	8	33.33%	25.68												
Engineer 3 (E3)	65.44	8	11.11%	7.27															
Engineer 2 (E2)	48.04	28	38.89%	18.68	8	33.33%	16.01												
Engineer 1 (E1)	35.76	28	38.89%	13.91	8	33.33%	11.92												
Planner 5 (P5)	78.00																		
Planner 4 (P4)	66.34																		
Planner 3 (P3)	46.38																		
Architect 5 (AR5)	78.00																		
Architect 4 (AR4)	76.74																		
Architect 3 (AR3)	53.65																		
Architect 2 (AR2)	43.01																		
Architect 1 (AR1)	36.89																		
Environmental Scientist 4 (SC4)	78.00																		
Industry Specialist 3 (IS3)	58.83																		
Construction Services 4 (CS4)	54.49																		
Construction Services 2 (CS2)	32.07																		
Technician 3 (T3)	38.36																		
Technician 1 (T1)	20.49																		
Administrative 3 (A3)	54.84																		
Administrative 2 (A2)	37.10																		
Administrative 1 (A1)	26.38																		
TOTALS		72.0	100%	\$48.42	24.0	100%	\$53.61	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



JORGENSEN & ASSOCIATES, INC.
LAND SURVEYORS
Est. 1990

March 11, 2019

Mr. David W. Block, P.E.
TranSystems Corporation
1475 East Woodfield Road
Suite 600
Schaumburg, Illinois 60173-5440

Re: Village of Carol Stream– Southeast Bike Path Phase II Survey Proposal

Dear Mr. Block:

Enclosed, please find our revised proposal to prepare a supplemental topographic survey and a statutory plat of highways with legal descriptions for the referenced project. Our proposal is based on your emails of February 26th and March 9th and our telephone conversations.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)356-3371.

Respectfully submitted,
Jorgensen & Associates, Inc.

Christian H. Jorgensen, P.L.S.
President

CHJ/pt

Enclosures

E:\TranSystemsCarol Stream\Southeast Bike Path\Phase II\Letter

Route: Southeast Bike Path
Section:
County: DuPage
Job No.:

Exhibit "A"

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.81%
State Unemployment Compensation _____	0.47%
Federal Unemployment Compensation _____	0.11%
Workmen's Compensation Insurance _____	0.95%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	9.83%
Bonus _____	11.78%
Pension _____	0.98%
Group Insurance _____	<u>37.83%</u>
Total Payroll Burden & Fringe Costs	73.76%

Route: Southeast Bike Path
 Section:
 County: DuPage
 Job No.:

Exhibit "B"

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.72%
Depreciation _____	11.00%
Indirect wages and salaries _____	42.74%
Reproductive and printing costs _____	0.23%
Office Supplies _____	2.99%
Computer Costs _____	2.19%
Professional Fees _____	1.94%
Telephone _____	1.89%
Fees, license & dues _____	0.88%
Repairs and maintenance _____	1.77%
Business space rent _____	4.94%
Facilities - capital _____	0.72%
Travel - Meals _____	0.26%
Survey Supplies _____	2.60%
Automobile/travel expense _____	0.41%
Miscellaneous Expense _____	0.76%
State Income Tax _____	1.67%
Postage _____	0.20%
Educational & Professional Registrations _____	0.23%
Gain on Sale of Asset _____	<u>(1.33%)</u>
 Total Overhead	 80.81%

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.
PRIME/SUPPLEMENT Prime

DATE 02/28/19
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 3/1/2019
RAISE DATE 9/1/2019

OVERHEAD RATE 154.57%
COMPLEXITY FACTOR _____
% OF RAISE 0.00%

ESCALATION PER YEAR

3/1/2019 - 9/1/2019

9/2/2019 - 3/1/2020

6
12

6
12

= 50.00%
= 1.0000

50.00%

0.00%

The total escalation for this project would be:

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 02/28/19

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topography Base File			(4) Office-Create T.I.N. & Contours			(5) QC/QA		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Supervisor, P.L.S.	43.00	5	5.26%	2.26				2	50.00%	21.50							3	100.00%	43.00
Survey Party Chief, P.L.S.	28.50	36	37.89%	10.80	36	50.00%	14.25												
Instrument Operator	21.50	36	37.89%	8.15	36	50.00%	10.75												
Cadd Supervisor	31.50	18	18.95%	5.97				2	50.00%	15.75	14	100.00%	31.50	2	100.00%	31.50			
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TOTALS		95	100%	\$27.18	72	100.00%	\$25.00	4	100%	\$37.25	14	100%	\$31.50	2	100%	\$31.50	3	100%	\$43.00

Route: Southeast Bike Path
Section:
County: DuPage
Job No.:

**Manhour Breakdown
Topographic Survey Estimate**

Southeast Bike Path $+ 11,515' = + 2.181$ miles
Total Length $\pm 11,515' = \pm 2.181$ miles

1. Field – Topographic Survey

a. Measure traverse & level circuit 4 hours x 2 men =	8 MH
b. Tie control points 16 hours x 2 men =	32 MH
c. Supplemental topographic survey 16 hours x 2 men =	<u>32 MH</u>

Sub-total Item #1 72 MH

2. Office - Compile Field Data

a. Compute traverse & level circuit 2 hours x 1 man =	2 MH
b. Edit & compile field data 2 hours x 1 man =	<u>2 MH</u>

Sub-total Item #2 4 MH

3. Office - Create Existing Topography Base File

a. Layout and drafting existing topography & tie points 14 hours x 1 man =	14 MH
---	-------

4. Office - Create T.I.N. & Contours

- a. Compute contours
2 hours x 1 man =

2 MH

5. QC/QA

- a. Check topographic survey, tie points & contours
3 hours x 1 man =

3 MH

Total All Items 95 MH

Route: Southeast Bike Path
Section:
County: DuPage
Job No.:

**Breakdown of
In House Direct Costs**

Item

1. Field - Topographic Survey

a. Trips to project site - 5 each
 $\pm 90 \text{ miles/trip} \times 5 \text{ trips} = \pm 450 \text{ miles}$
 $\pm 450 \text{ miles @ } \$0.58/\text{mile} =$ \$ 261.00

**PAYROLL ESCALATION TABLE
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.
PRIME/SUPPLEMENT Prime

DATE 03/11/19
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 4/1/2019
RAISE DATE 10/1/2019

OVERHEAD RATE 154.57%
COMPLEXITY FACTOR _____
% OF RAISE 0.00%

ESCALATION PER YEAR

4/1/2019 - 10/1/2019

10/2/2019 - 4/1/2020

6
12

6
12

= 50.00%
= 1.0000

50.00%

0.00%

The total escalation for this project would be:

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
 PSB _____
 PRIME/SUPPLEMENT Prime

DATE 03/11/19

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Pre-Survey			(2) Survey Reconnaissance			(3) Project Survey Plan			(4) First Submittal Plat of Hwys. & Descriptions			(5) Survey (Field)		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal/Officer	46.00	2	0.24%	0.11															
Supervisor, P.L.S.	43.00	202	23.93%	10.29									44	15.17%	6.52				
Survey Party Chief, P.L.S.	28.50	172	20.38%	5.81				18	50.00%	14.25							154	50.00%	14.25
Instrument Operator	21.50	172	20.38%	4.38				18	50.00%	10.75							154	50.00%	10.75
Cadd Supervisor	31.50	292	34.60%	10.90	2	66.67%	21.00						5	100.00%	31.50	246	84.83%	26.72	
Administrative Assistant	21.75	4	0.47%	0.10	1	33.33%	7.25												
		0																	
		0																	
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TOTALS		844	100%	\$31.59	3	100.00%	\$28.25	36	100%	\$25.00	5	100%	\$31.50	290	100%	\$33.24	308	100%	\$25.00

AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.
PSB
PRIME/SUPPLEMENT Prime

DATE 03/11/19
SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	(6) Survey (Office)			(7) Final Submittal Plat of Hwys. & Descriptions			(8) Coordination Meetings			(9) QC/QA								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Principal/Officer	46.00							2	100.00%	46.00									
Supervisor, P.L.S.	43.00	67	82.72%	35.57	7	36.84%	15.84				84	84.00%	36.12						
Survey Party Chief, P.L.S.	28.50																		
Instrument Operator	21.50																		
Cadd Supervisor	31.50	14	17.28%	5.44	9	47.37%	14.92				16	16.00%	5.04						
Administrative Assistant	21.75				3	15.79%	3.43												
TOTALS		81	100%	\$41.01	19	100%	\$34.20	2	100%	\$46.00	100	100%	\$41.16	0	0%	\$0.00	0	0%	\$0.00

Route: Southeast Bike Path
 Section:
 County: DuPage
 Job No.:

**Manhour Breakdown
 Land Acquisition Estimate**

Length of Project

Southeast Bike Path = $\pm 7,650'$ = ± 1.449 miles
 Total Length = $\pm 7,650'$ = ± 1.449 miles

16 Parcels: 9 Fee Simple & Temporary Easement, 1 Fee Simple & Temporary Easement-A & B, 1 Fee Simple & Temporary Easement-A, B & C, 1 Fee Simple & Temporary Easement-A, B, C & D, 2 Temporary Easement- A & B and 2 Temporary Easement only.

1.	Pre-Survey Phase		
	Research available records		
	a.	Title Co.)	2 MH
)	
	b.	Recorder's Office)	
)	
	c.	I.D.O.T.)	
)	
	d.	Utilities)	
)	
	e.	Private Surveyors)	
)	
	f.	Land Owners)	<u>1 MH</u>
		Sub-total Item # 1	3 MH
2.	Reconnaissance Survey	2 Men	36 MH

3.	Project Survey Plan		<u>± 2,640'/sheet-5 sheets</u>	
	a.	Alignment info)	
)	
	b.	Existing R.O.W. info)	
)	
	c.	Land line data)	
)	
	d.	Subdivision data)	1 hour/sheet x 5 = <u>5 MH</u>
				Sub-total Item #3 5 MH
4.	First Submittal Plat of Highways & Descriptions			
	a.	Ownership info)	
)	
	b.	Total holding boundaries)	
)	
	c.	Total holding area listing)	8 MH
)	
	d.	Private survey info)	
)	
	e.	Deed calculated closures)	
	f.	Layout and drafting	<u>± 16 sheets</u>	
		218 hours x 1 man =		218 MH
		Total Holding sheets	4 hours/sheet x 5 =	20 MH
		Alignment sheets	3 hours/sheet x 2 =	6 MH
		Cover sheet	2 hours/sheet x 1 =	2 MH
	g.	Legal descriptions	36 descriptions	<u>36 MH</u>
			Sub-total Item #4	290 MH

5.	Survey (Field)		
a.	Monument center line alignments Southeast Bike Path - 7,650' - 20 hours x 2 men =		40 MH
b.	Measure existing property lines 54 hours x 2 men =		108 MH
c.	Appraisal topography 59 hours x 2 men =		118 MH
d.	Monument proposed right of way 21 hours x 2 men =		<u>42 MH</u>
		Sub-total Item #5	308 MH
6.	Survey (Office)		
a.	Compute traverse 7 hours x 1 man =		7 MH
b.	Compute existing property lines 55 hours x 1 man =		55 MH
c.	Compile appraisal topography 7 hours x 1 man =		7 MH
d.	Compute center line alignments 4 hours x 1 man =		4 MH
e.	Compute proposed right of way & temporary easements 8 hours x 1 man =		<u>8 MH</u>
		Sub-total Item #6	81 MH
7.	Final Submittal Plat of Highways & Descriptions		
a.	Final drafting ± 24 sheets 9 hours x 1 man =		9 MH
b.	Final descriptions 36 descriptions		7 MH
c.	Assembly of final papers		<u>3 MH</u>
		Sub-total Item #7	19 MH

8.	Coordination Meetings	
	1 meeting @ 2 hours =	2 MH
9.	QC/QA	
	c. Check preliminary plats 24 sheets	75 MH
	d. Check preliminary legal descriptions 36 legal descriptions	12 MH
	c. Check final plats 24 sheets	9 MH
	d. Check final legal descriptions 36 legal descriptions	<u>4 MH</u>
	Total All Items	844 MH

Route: Southeast Bike Path
Section:
County: DuPage
Job No.:

**Breakdown of
In House Direct Costs**

Item

1. Pre-Survey Phase	
a. Deeds from Recorder's office	\$ 40.00
2. Reconnaissance Survey	
a. Trips to project site – 2 each ± 90 miles/trip x 2 trips = ± 180 miles ± 180 miles @ \$0.58/mile =	\$ 104.40
4. First Submittal Plat of Highways & Descriptions	
a. Plat of Highways Mylars 24 sheets @ \$5.00/sheet =	\$ 120.00
5. Survey (Field)	
a. Trips to project site – 19 each ± 90 miles/trip x 19 trips = ± 1,710 miles ± 1,710 miles @ \$0.58/mile =	\$ 991.80
7. Final Submittal Plat of Highways & Descriptions	
a. Deliver Final Papers to District One office ± 60 miles/trip x 1 trip = ± 60 miles ± 60 miles @ \$0.58/mile =	\$ 34.80
8. Coordination Meetings	
a. Meetings at TranSystems' office – 1 each ± 60 miles/trip x 1 trip = ± 60 miles ± 60 miles @ \$0.58/mile =	<u>\$ 34.80</u>
Total All Items	\$ 1,325.80

Route: Southeast Bike Path
Section:
County: DuPage
Job No.:

**Breakdown of
Services By Others**

Item

1. Pre-Survey Phase

a. Commitments for Title Insurance 16 Commitments @ \$425.00 each =	\$ 6,800.00
--	-------------



A Subsidiary of GZA

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

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Suite 330
Oak Brook, IL 60521
T: 630.684.9100
F: 630.684.9110
www.huffandhuff.com
www.gza.com



March 5, 2019

via email: dwblock@transystems.com

Mr. David W. Block, P.E.
Project Manager – Senior Professional Partner
TranSystems Corporation
1475 East Woodfield Road – Suite 600
Schaumburg, IL 60173-5440

**Re: Phase II Environmental Services – Southeast Bike Path
Village of Carol Stream, DuPage County, Illinois
Proposal No. 81.PT00001.20**

Dear Mr. Block:

Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. (Consultant) is pleased to submit this proposal to complete a Preliminary Site Investigation (PSI) including documentation for off-site final disposition of spoils at a clean construction and demolition debris (CCDD) facility for the approximate 2.18-mile Southeast Bike Path project in the Village of Carol Stream. This proposal presents our project understanding and the scope of services.

The proposed multi-use path will be located along the following corridors:

- S. Schmale Road (west side) from Geneva Road to Gundersen Drive;
- Gundersen Drive (north side) from S. Schmale Road to S. President Street;
- S. President Street (west side) from Geneva Road to Community Park;
- Gundersen Drive to the Great Western Trail; and
- Reconstruction in-place of existing Community Park Trails.

Consultant previously completed a Preliminary Environmental Site Assessment (PESA) for the project, dated July 2017. The findings of the PESA indicate that thirteen (13) sites were identified as potentially impacted properties (PIPs) or having recognized environmental concerns (RECs) that have the potential to affect the proposed construction, including:

Site Name	PESA Site ID	Address	Reason(s)
Circle K / Shell Oil	1	100 W. Geneva Rd	LUST, RCRA, SPILLS, UST
Centrum Properties, Inc. / Former Wilton Manor	4	2200-2010 N. Main St	LUST, SPILLS, UST, Cleaner
Amoco Oil/ BP Products North America / Waynes Auto Service	5	2201 N. Main St	LUST, SPILLS, UST, RCRA
Oil Works / Jiffy Lube	9	2222 N. Main St	UST, Auto Service
Local 701 IBEW General Fund / Bank of America	11	2326 N. Main St	LUST, SPILLS, UST



Site Name	PESA Site ID	Address	Reason(s)
Sears Roebuck & Company / Home Depot	12	453 S. Schmale Rd	LUST, SPILLS, UST
Firestone	13	500 S. Schmale Rd	AST, Auto Service
Gundersen Ltd Partnership, Carol Stream Ice Rink	31	540 Gundersen Dr	LUST, SPILLS, UST
Harold Simpson / Community Park	34	NA	NIPC
Athens Cartage	40	Geneva Rd & President St	SPILLS2
Village Market Place	42	891 E. Geneva Rd	Cleaners, RCRA
Glidden Co DBA ICI Paints	B	479 Thornhill Dr	RCRA
LaPorte Family Cleaners	C	329 S. Schmale Rd	FED Drycleaner, SPILLS

1. SCOPE OF SERVICES

H&H will provide the following scope of services for the proposed project:

Task 1 – Preliminary Site Investigation (PSI) and CCDD

The proposed scope of the PSI is based on the findings of the PESA and our current understanding of the proposed improvements. The final scope of the PSI, with regard to actual soil boring location and depth of sampling may be adjusted to accommodate an updated understanding of proposed construction. For budgetary purposes, we have currently assumed that the majority of the proposed construction is within 3 to 4 feet of existing round surface, but a review of proposed plans will be conducted prior to commencing with sampling efforts to ensure the scope of the PSI is consistent with the proposed location and depths of excavation.

A. Soil Borings and Soil Sampling

It is anticipated that up to two (2) days of field effort will be required to complete a series of soil borings along the existing roadway corridors (21 soil borings) with the use of traffic control. We also propose an additional day of hand auger soil borings (9 additional borings), if necessary, associated with proposed construction of existing pathways within Community Park. We anticipate conducting sampling to depths consistent with the proposed construction, currently understood to be less than 3 to 4-feet deep in most locations. A total of up to thirty (30) borings are proposed for full project coverage to address the PIPs/RECs and also for consideration of off-site final disposition at CCDD facilities in areas not associated with PIPs/RECs.

B. Analytical

Laboratory analysis of soil samples is proposed to be consistent with constituents of concern (COCs) as determined from the PESA as presented below. Boring locations where petroleum products or other volatile organic compounds represent the primary concern, samples will be field screened with a photoionization detector (PID). The sample with the highest PID reading in each boring will be analyzed for:

- **Volatile Organic Compounds** (up to 6 samples) – VOCs are volatile compounds found in gasoline and related to various solvents;



- **Benzene, toluene, ethylbenzene, and total xylenes (BTEX) and methyl-tert-butyl-ether (MTBE)** (up to 14 samples) – BTEX / MTBE are volatile compounds found in gasoline;
- **Polynuclear Aromatic Hydrocarbons (PNAs)** (up to 16 samples) SVOCs are semi-volatile compounds commonly formed during incomplete combustion of organic compounds. PNAs are a subset of SVOCs and can be formed by the combustion of wood, coal, and petroleum products. They are also found in less refined, nonvolatile petroleum products and can be used to identify potential for diesel or fuel oil contamination in soil.

Other field screening factors such as visual, or proximity to potential sources of known contamination to determine which samples will be analyzed to identify the presence of:

- **RCRA Metals, total and SPLP/TCLP methods** (up to 16 samples) – Federal environmental regulations identify eight (8) heavy metals as hazardous if present in a *solid waste* at concentrations above varying threshold concentrations. Samples will be analyzed for select RCRA Metals, some of which may require further SPLP or TCLP analysis to determine compliance with the CCDD maximum allowable concentrations (MACs) (up to 5 samples); and

In addition, soil samples will be analyzed for soil pH from each boring location, analyzed with a field meter consistent with CCDD sampling requirements with select pH samples submitted for laboratory analysis (up to 30).

C. PSI Report Preparation

A report summarizing the results of the soil sample collection activities and analytical results will be prepared. This document will present information pertinent for the bidding documents regarding conditions of soils tested, handling and final disposition considerations.

D. CCDD (LPC-Form) Documentation

The soil sample results will be compared to the Maximum Allowable Concentrations (MACs) associated with CCDD facility acceptance, including the soil pH range of 6.25 to 9.0. If results achieve the MAC values, H&H will prepare the LPC-663 document that will be signed/stamped by the H&H. This proposal assumes the potential for requiring a separate form for each area to account for this currently unknown situation.

Any locations that do not achieve the MACs (including soil pH range) will be identified as exclusion zones, not acceptable for CCDD facility disposal.

Task 2 – Project Management

Time under this task includes project administration and management activities that include cost and schedule tracking, coordination with Client on authorized activities, memo production and other in-house management activities, and project closeout.

Task 3 – QA/QC

Time under this task includes QA/QC time for the PSI report and CCDD documentation as described above.



2. LEVEL OF EFFORT AND SCHEDULE

Work will commence within 10 business days of project approval, with a target completion date of six weeks from the date of approval.



**Payroll Escalation Table
Fixed Raises**

FIRM NAME Huff & Huff, Inc.
PRIME/SUPPLEMENT TranSystems

DATE 3/5/2019
PTB NO. _____

CONTRACT TERM 12 MONTHS
START DATE 4/1/2019
RAISE DATE 3/1/2020

OVERHEAD RATE 186.64%
COMPLEXITY FACTOR 0
% OF RAISE 3.00%

ESCALATION PER YEAR

4/1/2019 - 3/1/2020

3/2/2020 - 4/1/2020

11
12

1
12

= 91.67%
= 1.0025

8.58%

0.25%

The total escalation for this project would be:



Payroll Rates

FIRM NAME Huff & Huff, Inc. **DATE** 3/5/2019
PRIME/SUPPLEMENT TranSystems
PTB NO. _____

ESCALATION FACTOR **0.25%**

CLASSIFICATION	CURRENT RATE	ESCALATED RATE
Senior Principal	\$70.00	\$70.00
Principal	\$70.00	\$70.00
Associate Principal II	\$70.00	\$70.00
Associate Principal I	\$60.69	\$60.84
Senior Consultant	\$67.18	\$67.35
Senior Geotechnical Consultant	\$62.87	\$63.03
Senior Project Manager III	\$60.00	\$60.15
Senior Project Manager II	\$45.56	\$45.67
Senior Project Manager I	\$44.63	\$44.74
Senior Landscape Architect	\$52.74	\$52.87
Senior Planning PM	\$50.21	\$50.34
Senior Geologist PM	\$43.96	\$44.07
Senior Technical Specialist	\$44.85	\$44.96
Senior Scientist PM II	\$46.46	\$46.58
Senior Scientist PM I	\$42.63	\$42.74
Senior Technical Scientist	\$40.13	\$40.23
Senior CADD Specialist	\$34.24	\$34.33
Technical Graphics Technician	\$23.17	\$23.23
Scientist PM II	\$42.57	\$42.68
Scientist PM I	\$31.63	\$31.71
Engineer PM I	\$36.67	\$36.76
Planning PM	\$35.44	\$35.53
Architect PM	\$37.54	\$37.63
Assistant PM Engineer II	\$39.65	\$39.75
Assistant PM Engineer I	\$35.03	\$35.12
Engineer I	\$34.13	\$34.22
Scientist E1	\$28.21	\$28.28
Scientist E2	\$23.93	\$23.99
Administrative Managers	\$41.41	\$41.51
Senior Administrative Assistant	\$28.18	\$28.25
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



**Cost Estimate of
Consultant Services
(CPFF)**

Firm Huff & Huff, Inc.
 Route Southeast Bike Path
 Section _____
 County DuPage
 Job No. _____
 PTB & Item _____

Date 3/5/2019

Overhead Rate 186.64%

Complexity Factor 0

Item	Manhours	Payroll	Overhead & Fringe Benefits	In-House Direct Costs	Fixed Fee	Outside Direct Costs	Services By Others	Total	% of Grand Total
PSI/CCDD	73	2,488.90	4,645.28	386.50	1,090.50	5,900.00	7,300.00	21,811.17	95.11%
Project Management	3	148.98	278.06	0.00	61.92	0.00	0.00	488.96	2.13%
QAQC	4	193.05	360.31	0.00	80.24	0.00	0.00	633.60	2.76%
TOTALS	80	2,830.93	5,283.65	386.50	1,232.66	5,900.00	7,300.00	22,933.73	100.00%

- Method of Compensation:
- 14.5%[DL + R(DL) + OH(DL) + IHDC]
 - 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 - 14.5%[(2.3 + R)DL + IHDC]
 - Specific Rate
 - Lump Sum

Average Hourly Project Rates

Route Southeast Bike Path
 Section _____
 County DuPage
 Job No. _____
 PTB/Item _____

Consultant Huff & Huff, Inc.

Date 3/5/2019

Sheet 1 OF 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			PSI/CCDD			Project Management			QAQC			Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg						
Senior Principal	70.00	0																	
Principal	70.00	0																	
Associate Principal II	70.00	0																	
Associate Principal I	60.84	2	2.50%	1.52				1	33.33%	20.28	1	25.00%	15.21						
Senior Consultant	67.35	0																	
Senior Geotechnical Consultant	63.03	0																	
Senior Project Manager III	60.15	0																	
Senior Project Manager II	45.67	0																	
Senior Project Manager I	44.74	0																	
Senior Landscape Architect	52.87	0																	
Senior Planning PM	50.34	0																	
Senior Geologist PM	44.07	5	6.25%	2.75				2	66.67%	29.38	3	75.00%	33.05						
Senior Technical Specialist	44.96	0																	
Senior Scientist PM II	46.58	0																	
Senior Scientist PM I	42.74	0																	
Senior Technical Scientist	40.23	0																	
Senior CADD Specialist	34.33	3	3.75%	1.29	3	4.11%	1.41												
Technical Graphics Technician	23.23	3	3.75%	0.87	3	4.11%	0.95												
Scientist PM II	42.68	0																	
Scientist PM I	31.71	0																	
Engineer PM I	36.76	0																	
Planning PM	35.53	0																	
Architect PM	37.63	0																	
Assistant PM Engineer II	39.75	0																	
Assistant PM Engineer I	35.12	33	41.25%	14.49	33	45.21%	15.88												
Engineer I	34.22	33	41.25%	14.11	33	45.21%	15.47												
Scientist E1	28.28	0																	
Scientist E2	23.99	0																	
Administrative Managers	41.51	0																	
Senior Administrative Assistant	28.25	1	1.25%	0.35	1	1.37%	0.39												
TOTALS		80	100%	\$35.39	73	100%	\$34.09	3	100%	\$49.66	4	100%	\$48.26	0	0%	\$0.00	0	0%	\$0.00

HUFF & HUFF, INC.
SUMMARY OF INHOUSE DIRECT COSTS

Project: TranSystems - SE Bike Path Phase II

						<u>DIRECT</u>
Task 01 - PSI/CCDD						
Trips - Company	35 miles	x	5 x	\$ 0.58	=	\$ 101.50
Tolls	ea	x	10 x	\$ 1.50	=	\$ 15.00
Field Kit	1 day	x	3 x	\$ 30.00	=	\$ 90.00
pH Meter	1 day	x	3 x	\$ 10.00	=	\$ 30.00
PID Meter	1 day	x	3 x	\$ 50.00	=	\$ 150.00
Task Total						\$ 386.50
 Task 02 - Project Management						
Task Total						\$ -
 Task 03 - QAQC						
Task Total						\$ -
GRAND TOTAL						\$ 386.50

HUFF & HUFF, INC.
SUMMARY OF OUTSIDE DIRECT COSTS
 Project: TranSystems - SE Bike Path Phase II

OUTSIDE

Task 01 - PSI/CCDD

Analytical							
VOC	1 ea	x	6 x	\$ 150.00	=	\$	900.00
BTEX	1 ea	x	14 x	\$ 65.00	=	\$	910.00
PNA	1 ea	x	16 x	\$ 105.00	=	\$	1,680.00
RCRA total	1 ea	x	16 x	\$ 85.00	=	\$	1,360.00
RCRA SPLP	1 ea	x	5 x	\$ 90.00	=	\$	450.00
pH	1 ea	x	30 x	\$ 20.00	=	\$	600.00
				Task Total		\$	5,900.00

Task 02 - Project Management

Task Total	\$	-
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Task 03 - QAQC

Task Total	\$	-
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GRAND TOTAL	\$	5,900.00
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HUFF & HUFF, INC.
SUMMARY OF SERVICES BY OTHERS
 Project: TranSystems - SE Bike Path Phase II

OUTSIDE

Task 01 - PSI/CCDD

Driller (day)	2 x	\$ 1,900.00	=	\$	3,800.00
Traffic Control (day)	2 x	\$ 1,750.00	=	\$	3,500.00
Task Total					\$ 7,300.00

Task 02 - Project Management

Task Total	\$	-
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Task 03 - QAQC

Task Total	\$	-
-------------------	-----------	----------

GRAND TOTAL \$ 7,300.00

WBK Engineering, LLC

Route
Client
Section
Type of Funding

Schmale Rd., Gunderson Dr., President St., and Community Park
Village of Carol Stream
17-00064-00-BT
Federal

EXHIBIT "A"
PHASE II ENGINEERING
FOR
SOUTHEAST BIKE PATH PROJECT
ALONG SCHMALE ROAD, GUNDERSON DRIVE, PRESIDENT STREET AND COMMUNITY PARK
PATHS

VILLAGE OF CAROL STREAM
SCOPE OF SERVICES

The Village of Carol Stream has initiated a project requiring professional engineering services for the performance of Phase II Design Engineering for path and sidewalk improvements along sections of Schmale Road, Gunderson Drive, President Street and Community Park Paths. The following outlines the proposed scope of services.

UNDERSTANDING OF THE PROJECT

WBK Engineering, LLC (WBK) has prepared this Scope of Work for Phase II Engineering Services to support TranSystems in producing plan deliverables for the project corridor based on our review of Phase I Design Report and the provided scope outline.

The Phase II design is anticipated to begin in 2019, with prefinal plans due to IDOT in Spring of 2020, with a FY 2020 letting.

ELEMENTS OF PHASE II ENGINEERING

WBK is responsible for the following components of the design (Phase II) scope of services:

- Project Coordination and Data Collection
- Contract Plans and Documents
- Permitting and Environmental Coordination

SCOPE OF SERVICES

1. Project Coordination and Data Collection

Early on in the Phase II process, WBK will review various Phase I resources, coordinate with local agencies and collect project pertinent data. This work will include detailed review of all Phase I documents in order to identify any necessary data requests in order to complete the outlined design items,

Coordination will be necessary with TranSystems regarding design elements and project deliverables. One (1) meeting has been included in the project budget.

2. Contract Plans and Documents

~~The plans will be developed and submitted to IDOT as three (3) separate submittals. The first submittal will be the Pre-final submittal and for this project, scope will be considered approximately ninety percent (90%) complete, which may not include minor construction details or incorporate comments from review agencies. The second submittal will be the 'final' submittal and for this project scope will be considered one hundred percent (100%) complete. IDOT as part of the "IDOT final check" of the plans and contract documents prior to submittal to the Central Office requires a third submittal to address final comments and is considered the third submittal. Each submittal will include quantity calculations, cost estimate, and special provisions:~~

a. Contract Plans

~~The design plans are working drawings that show the location, configuration and dimensions of the prescribed work, and will be prepared under the supervision of a Professional Engineer. The plan set will consist of the following drawings:~~

- ~~o Erosion and Sediment Control Plans (50 scale) 6 Sheets~~
- ~~o Erosion and Sediment Control Details 3 Sheets~~
- ~~o ADA Ramp Elevation and Layout Details (10 scale) 20 Sheets~~
- ~~29 Sheets Total~~

~~The plan sheets and matchlines will be established by TranSystems and utilized to complete the Erosion and Sediment Control plans. Review of the project corridor indicates several pedestrian crossings at intersections and unnamed entrances that will not be reconstructed. ADA details will be provided at these locations in accordance with IDOT guidance, with a total of 20 details anticipated based on review of the corridor. A max of 2 ADA corner ramps will be included per detail sheet. ADA details will not be provided at locations where the proposed path or sidewalk intersects a reconstructed driveway, as the path profile and cross slope will be maintained through the reconstructed driveway.~~

~~Prior to each submittal, the civil plans will be reviewed by a WBK Senior Project Engineer to assure integrity of the design intent, completeness and correctness of the design as it pertains to construction operations and methods.~~

~~WBK will provide the necessary PDF files for each submittal for inclusion in the overall plan set. The plan sheets will be submitted to TranSystems no later than 1 week in advance of the submittal due date.~~

~~All submittals will include a formal Disposition of Comments that addresses all review comments regarding the plans or contract documents from IDOT and any other relevant agency.~~

b. Quantity Calculations

~~WBK will prepare quantity computations for each submittal of the project. The computed quantities will serve as the basis for the Summary of Quantities plan sheet and the engineering opinions of probable construction costs.~~

~~The computations will be done in spreadsheet format utilizing Microsoft Excel. The quantities will be developed and submitted to IDOT as requested.~~

~~The *Standard Specifications for Road and Bridge Construction*, *Supplemental Specifications* and the *Recurring Special Provisions* will be cross checked to ensure that the appropriate pay items, methods of measurement and basis of payment are used. For each quantity, the IDOT coded pay item number will be used. These coded pay items will be determined from the *IDOT Coded Pay Items* on the IDOT website.~~

~~WBK will provide a summary of our applicable pay items and unit costs for inclusion of the master project estimate.~~

~~Prior to each submittal the quantity calculations will be reviewed for accuracy and completeness. The civil quantity calculations will be reviewed by a WBK Senior Project Engineer.~~

Task 2 removed from original scope based on IDOT review and requirements.

3. Permitting and Environmental Coordination

The stormwater permit will follow the guidelines of the DuPage County Countywide Stormwater and Floodplain Ordinance (Ordinance) and demonstrate that the stormwater design meets the requirements of the Ordinance. Since Carol Stream is a full waiver community, the permit application will be submitted to Carol Stream and address any impacts to stormwater, wetlands, and floodplain. Stormwater calculations will be provided demonstrating that the proposed path will not adversely impact downstream landowners. The project clearances include approval of 0.014 acres of wetland impact that will be mitigated at 1.5:1.0, resulting in 0.021 acres of wetland mitigations. The project team will assist the Village to acquire wetland credits at the Lily Cache Wetland Mitigation Bank, which is considered in-basin.

a. Site visit and review of existing drainage

WBK will complete a site visit to review the project corridor and existing drainage system. The existing drainage system will be reviewed to confirm there is adequate capacity of the additional impervious area created by the proposed improvements. No detention is required.

b. DuPage County Stormwater and Floodplain Pre-Application Meeting

Meet with Carol Stream staff to discuss permitting requirements and submittals in accordance with the DuPage County Stormwater Ordinance.

c. DuPage County Stormwater Permit Submittal Preparation

Prepare stormwater permit application for submittal to Carol Stream. Calculations and engineering documents shall be compiled in a manner consistent with the requirements of the DuPage County Countywide Stormwater and Floodplain Ordinance. We anticipate the submittal to include the following sections:

- o Stormwater Permit
- o Narrative (Tab 1)
- o Floodplain Submittal (Tab 3)
- o Wetland/ Wetland Buffer (Tab 4)
- o Waterway Buffer (Tab 5)
- o SESC (Tab 7)
- o Maps (Tab 8)

- Maintenance and Monitoring (Tab 9)
- Security (Tab 10)

Per Table 1 of Article IV of the Ordinance, we assume that Site Runoff Storage (Tab 2), Post Construction Best Management Practices (Tab 6), and a Variance (Tab 11) will not be required for the Trail Development. The Project Development Report states that there will be no modifications to the culverts/ bridges over Winfield Creek, therefore we also assume FEQ modeling will not be required. We assume a formal wetland delineation meeting the requirements of DuPage County will be provided by others performed as part of the Phase 1 for this project.

IDNR-OWR Permit Delegation Package: Prepare IDNR-OWR permit submittal package and request that the floodway review be delegated to DuPage County (Carol Stream). Preparation of narrative and floodway fill/ compensatory storage calculations demonstrating that the project meets IL Administrative rules Part 3708. According to the Phase I document, no floodplain impacts are anticipated.

Certification Submittal meeting with Carol Stream: Schedule meeting and submit stormwater certification to the Village.

Address Village comments and resubmit certification package: Prepare responses to comments, schedule meeting and resubmit certification package to the Village. We anticipate one set of revisions to the permit based on Village comments. Permit Application/Review fees are not included in our scope of services.

USACE Jurisdictional Determination:

A copy of the Wetland Assessment Report will be sent to the USACE with the required forms (which require signatures from the Land Owners) to request a Jurisdictional Determination (JD) be performed. A JD is required to determine which agency(ies) have jurisdiction over the wetlands on-site. DuPage County will require coordination with the USACE prior to issuance of the stormwater permit.

c. Prepare SWPPP and NOI

To comply with the requirements of Part IV of the NPDES permit ILR10 for Erosion and Sediment Control, WBK will complete a Storm Water Pollution Prevention Plans (SWPPP) using form BDE 2342 and guidelines from Chapter 41 of the BDE Manual. WBK will also submit the Notice of Intent online.

d. Mitigation Bank Coordination

We will coordinate with the Wetland Bank Owner and client with the application and payment for the purchase of required wetland credits.

**PHASE II ENGINEERING SERVICES
EXHIBIT B - Southeast Bike Path Project
Carol Stream**

Route Schmale Rd, Gunderson Dr, President St
 Local Agency Village of Carol Stream
 Section 17-00064-00-BT
 Project M-4003(884)
 Job No. D-91-166-17
 Existing Structure No.

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing:

Overhead Rate (OH)	149.77 %
Complexity Factor (R)	0.000
Calendar Days	365

Method of Compensation:
 Cost Plus Fixed Fee 1 ● 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ○ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ○ 14.5%[(2.3 + R)DL + IHDC]
 Specified Rate ○ (0.37 + R) DL
 Lump Sum ○

Date: 2/28/2019

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead (DLxOH)	Services by Others	In-House Direct Costs (IHDC)	Fixed Fee	Total
1 Project Coordination and Data Collection						\$ -	\$ -	\$0.00	\$0.00
	Engineer IV	15.0	\$48.45	\$726.75	\$1,088.45			\$263.20	\$2,078.40
	Engineer III	3.0	\$35.60	\$106.80	\$159.95			\$38.68	\$305.43
2 Contract Plans and Documents						\$ -	\$ -	\$0.00	\$0.00
3 Permitting and Environmental Coordination						\$ -	\$ 257.70	\$37.37	\$295.07
	Engineer V	4.0	\$64.02	\$256.08	\$383.53			\$92.74	\$732.35
	Engineer IV	26.0	\$48.45	\$1,259.70	\$1,886.65			\$456.22	\$3,602.57
	Engineer III	84.0	\$35.60	\$2,990.40	\$4,478.72			\$1,083.02	\$8,552.14
	Engineering Technician III	16.0	\$36.16	\$578.56	\$866.51			\$209.54	\$1,654.61
	ERS III	74.0	\$30.33	\$2,244.42	\$3,361.47			\$812.85	\$6,418.74
	ERS I	2.0	\$23.47	\$46.94	\$70.30			\$17.00	\$134.24
Totals		224.0		\$ 8,209.65	\$ 12,295.58	\$ -	\$ 257.70	\$ 3,010.62	\$ 23,773.55

Route Schmale Rd, Gunderson Dr, President St
 Local Agency DuPage County
 Section 17-00064-00-BT
 Project M-4003(884)
 Job No. D-91-166-17
 Existing Struct M-4003(884)

**WORK HOUR ESTIMATE FOR CONSULTING SERVICES
 PHASE II ENGINEERING SERVICES
 EXHIBIT B - Southeast Bike Path Project**

Description		Engineer V	Engineer IV	Engineer III	Engineering Technician III	ERS III	ERS I	In House Direct Costs
1	Project Coordination and Data Collection							
	a Review Existing Data	4	4					
	b LA Design Coordination Meeting (1 meetings @ 2 pers @ 3 hrs each)	6	3	3				
	c General Client and Project Coordination	8	8					
	SUB-TOTAL	18.0	15.0	3.0				\$
	PERCENT		83%	17%				
2	Contract Plans and Documents							
3	Permitting and Environmental Coordination							
	a Site Visit and review of existing drainage	20	4	16				
	b DuPage County Stormwater Pre-application meeting with Village	8	4			4		
	c DuPage County Stormwater Permit Submittal Preparation							
	Narrative (Tab 1)	16	2	8		4	2	
	Floodplain Submittal (Tab 3)	16	2	10	4			
	Wetland/ Wetland Buffer (Tab 4)	20			4	16		
	Waterway Buffer (Tab 5)	24			4	20		
	SESC (Tab 7)	3	1	2				
	Maps (Tab 8)	8		4	4			
	Maintenance and Monitoring (Tab 9)	4				4		
	Security (Tab 10)	5	1	4				
	IDNR-OWR permit delegation package	16	4	12				
	Submittal meeting with Village	4	2	2				
	Address Village comments and re-submit permit application	28	8	16		4		
	USACE Jurisdictional Determination	10				10		
	d Prepare Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent	16	2	10		4		
	e Mitigation Bank Coordination	8				8		
	SUB-TOTAL	206.0	4.0	26.0	16.0	74.0	2.0	\$ 257.70
	PERCENT		2%	13%	8%	36%	1%	
	TOTALS	224.0	4.0	41.0	16.0	74.0	2.0	\$ 257.70
	PERCENT		2%	18%	7%	33%	1%	

Route Schmale Rd, Gunderson Dr, President St
 Local Agency DuPage County
 Section 17-00064-00-BT
 Project M-4003(884)
 Job No. D-91-166-17

**EXHIBIT B - Southeast Bike Path Project
 Village of Carol Stream
 PHASE II ENGINEERING SERVICES**

Development of Project Hourly Rates (IDOT Method)

Item	2019 Actual Rate	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase	2022 Projected @ 3.0% Increase	2023 Projected @ 3.0% Increase	2024 Projected @ 3.0% Increase
Average Hourly Rate as a Percent of 2019 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%
Estimated Months of Contract in Given Year	6	6	0	0	0	0
% of Project Duration	50.00%	50.00%	0.00%	0.00%	0.00%	0.00%
Extension	0.500	0.515	0.000	0.000	0.000	0.000
Weighted Project Hourly Rate Multiplier	Note: Salary Adjustments are applied on January 1 of Each Year					1.0150

Project Duration: July 1, 2019 to July 1, 2020 = 12 months

Allowed Percentage Escalation 3.00% 1.030

Route Schmale Rd, Gunderson Dr, President St
Local Agency DuPage County
Section 17-00064-00-BT
Project M-4003(884)
Job No. D-91-166-17

EXHIBIT B - Southeast Bike Path Project
Village of Carol Stream
PHASE II ENGINEERING SERVICES

Escalation Factor 1.015

Classification	2019 Actual Rate		<i>Adjusted Rate</i>
Engineer VI	77.58	\$	70.00
Engineer V	63.07	\$	64.02
Engineer IV	47.73	\$	48.45
Engineer III	35.07	\$	35.60
Engineer I	27.48	\$	27.89
ERS I	23.12	\$	23.47
Urban Planner VI	69.25	\$	70.00
Urban Planner IV	38.80	\$	39.38
Urban Planner III	34.85	\$	35.37
Urban Planner II	24.55	\$	24.92
Intern	14.50	\$	14.72
Office Professional	26.71	\$	27.11

PHASE II ENGINEERING SERVICES

In-House Direct Costs (IHDC)

Route Schmale Rd, Gunderson Dr, President St
 Local Agency DuPage County
 Section 17-00064-00-BT
 Project M-4003(884)
 Job No. D-91-166-17
 Existing Structure

Consultant WBK Engineering, LLC			TASK 1 Project Coordination and Data Collection		TASK 2 Contract Plans and Documents		T Permi Envi Coc
ITEM	UNITS	UNIT COST	QUANT.	TOTAL COST	QUANT.	TOTAL COST	QUANT.
DIRECT COSTS							
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00		\$0.00		\$0.00	
Vehicle Usage	DAY	\$65.00		\$0.00		\$0.00	
Vehicle Mileage	MILE	\$0.545		\$0.00		\$0.00	60
24 x 36 BW Bond Sheets	SHEET	\$0.66		\$0.00		\$0.00	
24 x 36 Color Bond Sheets	SHEET	\$21.00		\$0.00		\$0.00	
24 x 36 Mylar Plots	SHEET	\$13.50		\$0.00		\$0.00	
Public Notice (News Paper)	EACH	\$350.00		\$0.00		\$0.00	
Survey Equipment (Per Week)	WEEK	\$700.00		\$0.00		\$0.00	
Specialty Equipment	UNIT	\$1.00		\$0.00		\$0.00	
Permit Fees	UNIT	\$1.00		\$0.00		\$0.00	
Plan/Inspection Review Fees	UNIT	\$1.00		\$0.00		\$0.00	
Recording Fees	UNIT	\$1.00		\$0.00		\$0.00	
Title Commitments	EACH	\$500.00		\$0.00		\$0.00	
Phase I Archeological Survey	UNIT	\$1.00		\$0.00		\$0.00	
Special Waste Radius Report	UNIT	\$1.00		\$0.00		\$0.00	
Sub-Totals				\$0.00		\$0.00	

PHASE II ENGINEERING SERVICES

Route Schmale Rd, Gunderson Dr, President St
Local Agency DuPage County
Section 17-00064-00-BT
Project M-4003(884)
Job No. D-91-166-17
Existing Structure

Consultant WBK Engineering, LLC	ASK 3 mitting and ronmental ordination
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ITEM	UNITS	UNIT COST	TOTAL COST
DIRECT COSTS			
Postage & Shipping (UPS, Fed-Ex)	UNIT	\$1.00	\$0.00
Vehicle Usage	DAY	\$65.00	\$0.00
Vehicle Mileage	MILE	\$0.545	\$32.70
24 x 36 BW Bond Sheets	SHEET	\$0.66	\$0.00
24 x 36 Color Bond Sheets	SHEET	\$21.00	\$0.00
24 x 36 Mylar Plots	SHEET	\$13.50	\$0.00
Public Notice (News Paper)	EACH	\$350.00	\$0.00
Survey Equipment (Per Week)	WEEK	\$700.00	\$0.00
Specialty Equipment	UNIT	\$1.00	\$0.00
Permit Fees	UNIT	\$1.00	\$0.00
Plan/Inspection Review Fees	UNIT	\$1.00	\$0.00
Recording Fees	UNIT	\$1.00	\$0.00
Title Commitments	EACH	\$500.00	\$0.00
Phase I Archeological Survey	UNIT	\$1.00	\$0.00
Special Waste Radius Report	UNIT	\$1.00	\$0.00
Sub-Totals		\$257.70	\$257.70

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Sandy Belongia, Secretary
DATE: August 12, 2021
RE: Western DuPage Special Recreation Association
Raffle License Application

The Western DuPage Special Recreation Association is holding a Back to School Laptop Raffle on Wednesday, August 25, 2021 with ticket sales starting August 17, 2021. Raffle tickets will be sold for \$20.00 per ticket and proceeds will finance the Associations WDSRA Foundation.

Applicant is requesting a waiver of all fees as indicated in the attached letter. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming August 16, 2021 Board meeting.

Thank you.

Attachment



Dan Leahy
Executive Director

116 N. Schmale Rd.
Carol Stream
Illinois 60188

630.681.0962 phone
630.681.1262 fax
www.wdsra.com

Mission:
The development
of individuals
through recreation.

Vision:
Opening a world of
untapped potential
and a lifetime of
possibilities.

Serving:
Bloomington
Carol Stream
Glen Ellyn
Naperville
Roselle
Warrenville
West Chicago
Wheaton
Winfield

To Whom it May Concern,

I would like to request a waiver of fees for a raffle licesnce for Western Dupage Specila Recreation Association. We are planning a Back to School Laptop raffle to raise funds for individual of all ages with special needs.

Thank you for your time and we appreciate the consideration,

A handwritten signature in blue ink that reads "Jorie A. Meyer".

Jorie A. Meyer, CTRS
Develpoment Manager
(630)384-8558

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

AGENDA ITEM
L-1 8/16/21

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
3M H&S SERVICE					
RESPIRATOR MEDICAL EVALUATIONS	145.00	01662700-53322	EMERGENCY EQUIPMENT	070321	
	<u>145.00</u>				
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	47.35	01640100-53317	OPERATING SUPPLIES	545004	
OFFICE SUPPLIES	53.72	01620100-53317	OPERATING SUPPLIES	255704	
OFFICE SUPPLIES	72.18	01670100-53317	OPERATING SUPPLIES	546242	
OFFICE SUPPLIES	72.19	04200100-53314	OFFICE SUPPLIES	546242	
	<u>245.44</u>				
AED SUPERSTORE					
AED BATTERY AND PADS	393.00	01662700-53317	OPERATING SUPPLIES	1937916	
	<u>393.00</u>				
AEP ENERGY					
1025 LIES RD 06/16-07/16/21	28.27	01670300-53213	STREET LIGHT ELECTRICITY	3013130446	07/22/21
1345 GEORGETOWN 06/18-07/20/21	17.22	01670300-53213	STREET LIGHT ELECTRICITY	3013130390	07/26/21
192 YUMA LN 06/17-07/19/21	21.39	01670300-53213	STREET LIGHT ELECTRICITY	3013130479	07/22/21
300 BENNETT DR 06/21-07/21/21	933.27	01670300-53213	STREET LIGHT ELECTRICITY	3013130367	07/23/21
401 TOMAHAWK 06/17-07/19/21	29.30	01670300-53213	STREET LIGHT ELECTRICITY	3013130468	07/22/21
403 SIOUX 06/17-07/19/21	17.85	01670300-53213	STREET LIGHT ELECTRICITY	3013130389	07/22/21
491 CHEYENNE 06/17-07/19/21	17.67	01670300-53213	STREET LIGHT ELECTRICITY	3013130413	07/22/21
512 CANYON TRL 06/17-07/19/21	16.25	01670300-53213	STREET LIGHT ELECTRICITY	3013130402	07/20/21
594 NEZ PERCE CT 06/17-07/19/21	15.57	01670300-53213	STREET LIGHT ELECTRICITY	3013130424	07/22/21
633 THUNDERBIRD 06/17-07/19/21	57.94	01670300-53213	STREET LIGHT ELECTRICITY	3013130457	07/22/21
796 PAWNEE 06/17-07/19/21	53.20	01670300-53213	STREET LIGHT ELECTRICITY	3013130435	07/20/21
	<u>1,207.93</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMAZON.COM					
AIRHORN & PLATE COVER	67.34	01670500-53317	OPERATING SUPPLIES	8263449	
BLANK MEDIA	202.05	03395000-53350	SMALL EQUIPMENT EXPENSE	5869021	
BLANK MEDIA	339.98	03395000-53350	SMALL EQUIPMENT EXPENSE	0962666	
BOOKS	53.97	01662700-53318	REFERENCE MATERIALS	8984246	
CONFERENCE ROOM DISPLAY ADAPTER	86.00	01652800-53317	OPERATING SUPPLIES	8687409	
DONATION BINS FOR CONCERTS	42.97	01750000-52288	CONCERT SERIES	4288231	
FAN	29.99	01662700-53317	OPERATING SUPPLIES	5199413	
FOOT COVERS FOR METER APPTS	39.98	04201400-53333	NEW METERS	5398643	
HANDSOAP	108.75	01696200-53317	OPERATING SUPPLIES	7471457	
JAIL SUPPLIES	239.40	01662700-53317	OPERATING SUPPLIES	9429860	
JL RECOIL	25.01	01696200-53354	PARTS PURCHASED	1031454	
JN MICROPHONE	106.00	01696200-53354	PARTS PURCHASED	6513811	
MISC COMPUTER PERIPHERALS	75.58	01652800-53317	OPERATING SUPPLIES	4455414	
MONITOR STAND	49.59	01652800-53314	OFFICE SUPPLIES	2036242	
OFFICE SUPPLIES	9.99	01662600-53314	OFFICE SUPPLIES	2227444	
PHONE CASES	13.95	01662700-53317	OPERATING SUPPLIES	2513812	
PHONE/IPAD CHARGERS	10.19	04201600-53317	OPERATING SUPPLIES	2232249	
PISTON PUMP	69.99	01696200-53317	OPERATING SUPPLIES	9417002	
PPE: GLOVES & EAR MUFFS	130.47	01670500-53317	OPERATING SUPPLIES	7738621	
SAFETY GLASSES	56.73	04201600-53317	OPERATING SUPPLIES	0906635	
SAFETY GLASSES	56.74	01670500-53317	OPERATING SUPPLIES	0906635	
SUPPLIES	75.28	01662700-53317	OPERATING SUPPLIES	0845817	
SUPPLIES	159.00	01662700-53317	OPERATING SUPPLIES	7900239	
TC-DECOYS	130.39	01670400-53317	OPERATING SUPPLIES	3223465	
UNIFORM-A OLSEN, BOOTS	94.95	01696200-53324	UNIFORMS	5212219	
UNIFORM-A OLSEN, JEANS	229.93	01696200-53324	UNIFORMS	9820236	
VESTS	109.70	01670500-53317	OPERATING SUPPLIES	7155449	
VESTS	109.70	04101500-53317	OPERATING SUPPLIES	7155449	
WHITE BOARD, MARKERS	17.75	04201400-53333	NEW METERS	2232249	
WIRE, BROOM, PACKING TAPE	101.89	01696200-53317	OPERATING SUPPLIES	3245842	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WORK GLOVES	135.81	01670500-53317	OPERATING SUPPLIES	5205029	
WORK GLOVES	135.81	04201600-53317	OPERATING SUPPLIES	5205029	
ZIP TIES FOR AMR'S	37.98	04201400-53333	NEW METERS	4815400	
	<u>3,152.86</u>				
AMERICAN PUBLIC WORKS ASSOCIATION					
APWA EXPO - ANDREW OLSEN	10.00	01696200-52223	TRAINING	GGV7N521	
APWA EXPO-LARSON, WEIGAND 07/28-07/29/21	20.00	04201600-52223	TRAINING	GGV7N521	
	<u>30.00</u>				
ANTONIO PETRAGALLO					
CLOTH ALLOW-PETRAGALLO, 5.11 07/28/21	460.00	01660100-53324	UNIFORMS	5.11 07/28/21	
	<u>460.00</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	54.61	01670100-53317	OPERATING SUPPLIES	ORD4-007527	
FIRST AID SUPPLIES	104.21	01670100-53317	OPERATING SUPPLIES	ORD4-007451	
	<u>158.82</u>				
ARROWHEAD SCIENTIFIC INC					
EVIDENCE SUPPLIES	1,064.24	01662700-53317	OPERATING SUPPLIES	100014996	
	<u>1,064.24</u>				
ASP INC					
REFUND-ASP CLASS, MCINTYRE, ANDREJEVIC	-50.00	01660100-52223	TRAINING	22912-REF	
	<u>-50.00</u>				
AUTOZONE					
TRAILER VAC POWER STAND	330.99	04101500-53350	SMALL EQUIPMENT EXPENSE	1761181365	
	<u>330.99</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
B & F CONSTRUCTION CODE SERVICES, INC					
ALARM REVIEW-125 STARK DR, 21-2308-FIRE	320.34	01643700-52253	CONSULTANT	56909	
BLDG PLAN REV-326 ARMY TRL, 21-2312-RMDC	1,069.37	01643700-52253	CONSULTANT	56952	
BLDG PLAN REVIEW-390 KIMBERLY DR	1,417.50	01643700-52253	CONSULTANT	56840	
	<u>2,807.21</u>				
BATTERYJUNCTION.COM					
BATTERIES	140.00	01662700-53317	OPERATING SUPPLIES	W-1573633	
	<u>140.00</u>				
BAXTER & WOODMAN INC					
WRC CONSTRUCTION-DEWATERING	16,487.50	04101100-54480	CONSTRUCTION	0225272 PO-3906	
	<u>16,487.50</u>				
BLOOMING COLOR OF ST CHARLES					
BUS CARDS-CLUEVER	38.12	01660100-53317	OPERATING SUPPLIES	272821	
	<u>38.12</u>				
BRACING SYSTEMS					
CAM LOCK FITTINGS	39.90	04101500-53317	OPERATING SUPPLIES	390018-1	
TREE MARKING TAPE	10.76	01670700-53317	OPERATING SUPPLIES	389128-1	
	<u>50.66</u>				
BROTHERS ASPHALT PAVING INC					
FLEX PAVEMENT PROJECT PAY #2	-53,140.47	06-21451	RETAINAGE - BROTHERS ASPHALT	34920 PO-462648	
FLEX PAVEMENT PROJECT PAY #2	531,484.71	06320000-54470	STREET RESURFACING	34920 PO-462648	
	<u>478,344.24</u>				
BROWNELLS INC					
AR SAFETY PORT PLUGS	108.85	01662700-53317	OPERATING SUPPLIES	21221336	
	<u>108.85</u>				

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CANON FINANCIAL SERVICES INC					
ADMIN COPIER EXPENSE	1,036.10	01652800-52226	OFFICE EQUIPMENT MAINTENAN	26966602	
	<u>1,036.10</u>				
CANON SOLUTIONS AMERICA					
COPIER EXPENSE	2,071.39	01652800-52226	OFFICE EQUIPMENT MAINTENAN	4036743940	
COPIER EXPENSE 06/25-09/24/21	1,533.93	01652800-52226	OFFICE EQUIPMENT MAINTENAN	4036653739	
	<u>3,605.32</u>				
CAROL CADLE					
CLOTH ALLOW-C CADLE 08/06/21	26.30	01660100-53324	UNIFORMS		AMAZON 08/06/21
CLOTH ALLOW-C CADLE, KOHLS 08/06/21	66.59	01660100-53324	UNIFORMS		KOHL'S 08/06/21
	<u>92.89</u>				
CAROL STREAM LAWN & POWER					
CONCRETE SAW HOSE	20.55	01670500-53317	OPERATING SUPPLIES	468088	
JN DRIVE SHAFT	19.72	01696200-53354	PARTS PURCHASED	468088	
JN GASKETS	167.53	01696200-53354	PARTS PURCHASED	467758	
	<u>207.80</u>				

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CARQUEST AUTO PARTS					
A/C MACHINE	5,034.99	01696200-53350	SMALL EQUIPMENT EXPENSE	2420-498431	PO-3916
DRILL BIT SET	18.39	01696200-53317	OPERATING SUPPLIES	2420-497779	
HELICOILS	27.59	01696200-53317	OPERATING SUPPLIES	2420-497795	
JL BATTERY	172.74	01696200-53354	PARTS PURCHASED	2420-498041	
JL BRAKE AXLE	10.39	01696200-53354	PARTS PURCHASED	2420-498323	
JL BRAKE CHAMBER	42.71	01696200-53354	PARTS PURCHASED	2420-497962	
JL BRAKE CHAMBER	42.71	01696200-53354	PARTS PURCHASED	2420-498000	
JL CAP	1.15	01696200-53354	PARTS PURCHASED	2420-497186	
JL CLAMPS	9.72	01696200-53354	PARTS PURCHASED	2420-498535	
JL CLEVIS	4.78	01696200-53354	PARTS PURCHASED	2420-498109	
JL FILTER	3.14	01696200-53354	PARTS PURCHASED	2420-498298	
JL GASKET	9.45	01696200-53354	PARTS PURCHASED	2420-498941	
JL HOSE	33.00	01696200-53354	PARTS PURCHASED	2420-499133	
JL O2 SENSOR	44.87	01696200-53354	PARTS PURCHASED	2420-499112	
JL RETURN	-24.41	01696200-53354	PARTS PURCHASED	2420-499121	
JL SENSOR	24.41	01696200-53354	PARTS PURCHASED	2420-499108	
JN BATTERY	172.74	01696200-53354	PARTS PURCHASED	2420-497153	
JN CREDIT	-22.00	01696200-53354	PARTS PURCHASED	2420-497260	
JN FILTER	3.14	01696200-53354	PARTS PURCHASED	2420-497699	
JN FILTER	3.14	01696200-53354	PARTS PURCHASED	2420-497778	
JN FILTERS	26.23	01696200-53354	PARTS PURCHASED	2420-497816	
JN FITTING	11.28	01696200-53354	PARTS PURCHASED	2420-497395	
JN HYD FITTING	6.37	01696200-53354	PARTS PURCHASED	2420-497123	
JN HYD FITTING	11.34	01696200-53354	PARTS PURCHASED	2420-497124	
JN RETURNS	-33.46	01696200-53354	PARTS PURCHASED	2420-497515	
JN TRANS FILTER	9.37	01696200-53354	PARTS PURCHASED	2420-497714	
OIL INJECTOR	196.64	01696200-53350	SMALL EQUIPMENT EXPENSE	2420-498495	
RETURN & PURCH OF OIL INJECTOR	-48.65	01696200-53350	SMALL EQUIPMENT EXPENSE	2420-498920	
STUD EXTRACTOR	15.63	01696200-53316	TOOLS	2420-498304	
	5,807.40				

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CDW GOVERNMENT LLC, CDW GOVERNMENT,CDWG					
EOC KEYSTONE JACK/HDI PANEL	128.14	11740000-55487	FACILITY CAPITAL IMPROVEMENT	F956776	
J HOOKS FOR EOC	31.26	11740000-55487	FACILITY CAPITAL IMPROVEMENT	G009885	
KEYSTONE FOR EOC	156.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	G010593	
MEDIA READERS	70.68	01662700-53317	OPERATING SUPPLIES	1C5BWGD	
ZEBRA USB CRADLE	-297.51	01652800-53317	OPERATING SUPPLIES	G197687	
	<u>88.57</u>				
CH2MHILL OMI					
WRC-SEP 2021	160,352.42	04101100-52262	WRC CONTRACT	351199-25-05 PO-3904	
	<u>160,352.42</u>				
CHAD PASKEVICZ					
SHOOT HOUSE TRAIN-PASKEVICZ 08/23-08/27/2	256.00	01660100-52223	TRAINING	SHOOT 2021-PASKEVICZ	
	<u>256.00</u>				
CHICAGO TRIBUNE-REDEYE					
DIGITAL ACCESS 07/16-08/12/21	15.96	01590000-52234	DUES & SUBSCRIPTIONS	204437289 AUG-2021	
	<u>15.96</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-JUL 2021	170.00	01570000-52238	LEGAL FEES	14347	
	<u>170.00</u>				
COMCAST CABLE					
ELEVATOR PHONE SERVICE 06/20-07/19/21	87.56	01652800-52230	TELEPHONE	0010112 06/16/21	
MTHLY FEE 06/20-07/19/21	89.95	01664700-53330	INVESTIGATION FUND	0483228 06/16/21	
PRIMARY DATA & TELCO SERVICE 06/15-07/14/2	4,554.68	01652800-52230	TELEPHONE	092293	
VOICE/DATA SERVICES 07/15-08/14/21	4,497.41	01652800-52230	TELEPHONE	126690719	
	<u>9,229.60</u>				

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CONRAD POLYGRAPH, INC					
POLYGRAPH-PD A. HARPER 07/12/21	160.00	01510000-52228	PERSONNEL HIRING	4486	
	160.00				
CONSTELLATION NEW ENERGY					
106 GOLDENHILL 06/22-07/22/21, 60138050001	24.14	01670600-53210	ELECTRICITY	7280332-24 07/23/21	
1128 EVERGREEN 06/18-07/20/21, 6011492620:	62.85	04101500-53210	ELECTRICITY	7280332-25 07/21/21	
1415 MAPLE RIDGE 06/18-07/20/21, 601148540	174.05	01670600-53210	ELECTRICITY	7280332-28 07/21/21	
451 SILVERLEAF 06/17-07/19/21, 60103875601	32.21	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 07/20/21	
506 CHEROKEE 06/17-07/19/21, 60104010801	35.61	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 07/20/21	
	328.86				
CORE & MAIN LP					
B-BOX ASSEMBLIES	220.04	04201600-53317	OPERATING SUPPLIES	P293378	
METER GASKET	18.74	04201400-53333	NEW METERS	P084008	
	238.78				
COUNTY COURT REPORTERS INC					
PETITION 06/14/21 21-0007, 21-0014	200.00	01530000-52241	COURT REPORTER FEES	130033	
PETITION-06/28/21 21-0021, 21-0022,21-0023,2	200.00	01530000-52241	COURT REPORTER FEES	130094	
	400.00				
CYBERSOURCE CORP					
AUTHNET CC FEES-AUG 2021	30.00	01610100-52256	BANKING SERVICES	AUTHNET 08/31/21	
CYBER SOURCE FEE-JUL 2021	612.74	04203100-52221	UTILITY BILL PROCESSING	CYBER SRC 07/31/21	
CYBER SOURCE FEE-JUL 2021	612.75	04103100-52221	UTILITY BILL PROCESSING	CYBER SRC 07/31/21	
CYBER SOURCE FEE-JUL 2021	1,225.49	01610100-52256	BANKING SERVICES	CYBER SRC 07/31/21	
	2,480.98				
DARREN BOSHART					
IAFCI TRAIN-BOSHART 08/30-09/03/21	169.00	01660100-52223	TRAINING	IAFCI 2021-BOSHART	
	169.00				

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DELUXE TOWING					
TOWING 02/26/21	266.00	01662700-52244	MAINTENANCE & REPAIR	91968	
TOWING 06/05/21	20.00	01662700-52244	MAINTENANCE & REPAIR	92244	
TOWING 06/15/21	20.00	01662700-52244	MAINTENANCE & REPAIR	92375	
TOWING 07/01/21	140.00	01662700-52244	MAINTENANCE & REPAIR	92403	
TOWING 07/29/21	175.00	01662700-52244	MAINTENANCE & REPAIR	92488	
	<u>621.00</u>				
DLT SOLUTIONS					
EMAIL ARCHIVE/SOFTWARE RENEWAL	1,738.00	01652800-52255	SOFTWARE MAINTENANCE	SI527245	
	<u>1,738.00</u>				
DOCUMENT IMAGING DIMENSIONS, INC					
POLICE TONER	178.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	2131	
	<u>178.00</u>				
DRIVETRAIN SERVICE & COMPONENTS INC					
JL GASKET	21.88	01696200-53354	PARTS PURCHASED	285307	
	<u>21.88</u>				
DULUTH TRADING CO					
SHORTS-J LARSON, DULUTH	78.00	04100100-53324	UNIFORMS	029104	
	<u>78.00</u>				
DUPAGE CHRYSLER DODGE JEEP					
JL SEAL	5.47	01696200-53354	PARTS PURCHASED	85990	
JL VALVE	22.60	01696200-53354	PARTS PURCHASED	85933	
JN FAN BLADE	40.23	01696200-53354	PARTS PURCHASED	85767	
JN GASKET	106.23	01696200-53354	PARTS PURCHASED	85777	
JN MOTOR	340.34	01696200-53354	PARTS PURCHASED	85765	
JN RADIATOR	392.70	01696200-53354	PARTS PURCHASED	85680	
OUTSOURCING SERVICE-15' DODGE	319.90	01696200-53353	OUTSOURCING SERVICES	222833	
	<u>1,227.47</u>				

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DUPAGE WATER COMMISSION					
WATER PURCHASE-JUN 2021	510,841.45	04201600-52283	DUPAGE CTY WATER COMMISSION	05/31/21-06/30/21	
	<u>510,841.45</u>				
EMERGENT SAFETY SUPPLY					
WATER-SEWER HARNESS, STREET	1,800.00	01670500-53317	OPERATING SUPPLIES	1902734026 PO-3921	
WATER-SEWER HARNESS, STREET	6,000.00	04201600-53350	SMALL EQUIPMENT EXPENSE	1902734026 PO-3921	
	<u>7,800.00</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CR-STREAM BANK STABILIZATION 06/25/21	12,899.16	11740000-55488	STORMWATER UTILITIES	160914A0.04 462-643	
	<u>12,899.16</u>				
ERLENE MORRIS					
SIDEWALK REIMBURSEMENT PROGRAM	260.00	01670500-53317	OPERATING SUPPLIES	1814	
	<u>260.00</u>				
EVENTBRITE					
APA ONLINE WEBINAR (DON)	10.00	01640100-52223	TRAINING	9581844041	
CEPTD-CADLE, HECKERMAN 10/04-10/06/21	790.00	01660100-52223	TRAINING	1796614935	
	<u>800.00</u>				
EXAMINER PUBLICATIONS INC					
PUBLIC NOTICES (3 CASES)	301.50	01530000-52240	PUBLIC NOTICES/INFORMATION	55756	
PUBLIC NOTICES (4 CASES)	400.50	01530000-52240	PUBLIC NOTICES/INFORMATION	55676	
ANNEX-COUNTY FARM, NORTH AVE 07/28/21	319.50	01520000-52240	PUBLIC NOTICES/INFORMATION	55797	
	<u>1,021.50</u>				
FASTVUE INC					
WEB REPORTING SOFTWARE	629.10	01652800-52255	SOFTWARE MAINTENANCE	AM4670	
	<u>629.10</u>				

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FIRESTONE COMPLETE AUTO CARE					
ALIGNMENT SERVICE	57.39	01696200-53353	OUTSOURCING SERVICES	081646	
	<u>57.39</u>				
FIRST ENVIROMENTAL LABORATORIES INC					
STORMWATER SAMPLE	108.00	01620100-53317	OPERATING SUPPLIES	036046	
	<u>108.00</u>				
FLOW PRODUCTS INCORPORATED					
JL RESERVOIR	84.68	01696200-53354	PARTS PURCHASED	769818	
	<u>84.68</u>				
FPE AUTOMATION, INC					
JN VALVE	48.48	01696200-53354	PARTS PURCHASED	950511728	
	<u>48.48</u>				
FULL LIFE SAFETY CENTER					
GAS MONITOR CALIBRATION	155.00	04101500-52244	MAINTENANCE & REPAIR	55480A161	
GAS MONITOR CALIBRATION	155.00	04201600-52244	MAINTENANCE & REPAIR	55480A158	
	<u>310.00</u>				
GALLS LLC					
UNIFORM-MCINTYRE, SWAT GEAR	7.51	01660100-53324	UNIFORMS	018694758	
UNIFORM-S CADLE	101.10	01660100-53324	UNIFORMS	018598991	
UNIFORM-SPICER	36.79	01660100-53324	UNIFORMS	018531970	
	<u>145.40</u>				

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GARVEY'S OFFICE SUPPLIES					
OFFICE SUPPLIES	27.36	01662600-53314	OFFICE SUPPLIES	PINV2099172	
OFFICE SUPPLIES	80.88	01662600-53314	OFFICE SUPPLIES	PINV2103109	
OFFICE SUPPLIES	86.04	01662600-53314	OFFICE SUPPLIES	PINV2107987	
OFFICE SUPPLIES	118.30	01662600-53314	OFFICE SUPPLIES	PINV2097925	
OFFICE SUPPLIES	182.46	01662600-53314	OFFICE SUPPLIES	PINV2102168	
	<u>495.04</u>				
GENUINE PARTS COMPANY INC					
JL PARTS 07/01-07/31/21	32.45	01670300-53316	TOOLS	11007487 07/31/21	
JL PARTS 07/01-07/31/21	61.15	01696200-53317	OPERATING SUPPLIES	11007487 07/31/21	
JL PARTS 07/01-07/31/21	79.99	01696200-53316	TOOLS	11007487 07/31/21	
JL PARTS 07/01-07/31/21	1,614.96	01696200-53354	PARTS PURCHASED	11007487 07/31/21	
JN PARTS 06/01-06/30/21	5.99	01696200-53317	OPERATING SUPPLIES	11007487 06/30/21	
JN PARTS 06/01-06/30/21	2,602.59	01696200-53354	PARTS PURCHASED	11007487 06/30/21	
	<u>4,397.13</u>				
GLOCK PROFESSIONAL INC					
FIRING PIN	27.00	01662700-53323	WEAPONS	1516285	
	<u>27.00</u>				

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GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 07/18, 07/25/21	1,234.80	04103100-52253	CONSULTANT	3778935	
ACCOUNTS CLERK-A RETSKE 07/18, 07/25/21	1,234.80	04203100-52253	CONSULTANT	3778935	
AMR CLERK-M SOLOMACHA 07/18, 07/25/21	2,150.76	04201400-52253	CONSULTANT	3778936 PO-3909	
LIBRARY TECH-N BOYD 07/18, 07/25/21	3,699.20	01652800-52253	CONSULTANT	3778934 PO-1925	
OFFICE MANAGER-D KALKE 07/18, 07/25/21	3,266.40	01590000-52253	CONSULTANT	3778933	
PROPERTY INSPECTOR-E HERZOG 05/09, 05/16/21	1,470.00	01643700-52253	CONSULTANT	3734186	
PROPERTY INSPECTOR-E HERZOG 06/20, 06/27/21	1,470.00	01643700-52253	CONSULTANT	3760890	
PROPERTY INSPECTOR-E HERZOG 07/04, 07/11/21	1,470.00	01643700-52253	CONSULTANT	3769892	
PROPERTY INSPECTOR-E HERZOG 07/25/21	735.00	01643700-52253	CONSULTANT	3778937	
PT SECRETARY-J COX 03/14, 03/21/21	403.20	01670100-52253	CONSULTANT	3700524 PO-3848	
PT SECRETARY-J COX 03/14, 03/21/21	403.20	04201600-52253	CONSULTANT	3700524 PO-3848	
	17,537.36				
GRAINGER					
BARRELS	21.98	01670300-53215	STREET LIGHT SUPPLIES	9945517192	
BARRELS	81.64	01670300-53215	STREET LIGHT SUPPLIES	9946012193	
BARRELS	84.78	01670300-53215	STREET LIGHT SUPPLIES	9945517184	
DOOR LATCH GUARD- KUHN RD	11.10	04201600-52244	MAINTENANCE & REPAIR	9950166323	
LED CONVERSION-TC	192.66	01680000-53381	TC MAINTENANCE & SUPPLIES	9969230888	
TC FOUNTAIN ELECTRICAL REPAIR	180.60	01680000-53381	TC MAINTENANCE & SUPPLIES	9946975514	
TC LIGHTS/FOUNTAIN REPAIR	145.17	01680000-53381	TC MAINTENANCE & SUPPLIES	9967724924	
TOWN CENTER LIGHTING	36.30	01680000-53381	TC MAINTENANCE & SUPPLIES	9946332294	
TRASH BAGS	32.49	01670400-53317	OPERATING SUPPLIES	9949166715	
WHEELBARROW TIRE	36.32	01696200-53317	OPERATING SUPPLIES	9946369320	
	823.04				
GRANITE TELECOMMUNICATIONS					
TELCO SVC 08/01-08/31/21	875.50	01652800-52230	TELEPHONE	530130696	
	875.50				

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H & H ELECTRIC COMPANY					
STREET LIGHT SVC	3,037.58	01670300-52271	STREET LIGHT MAINTENANCE	37122 PO-3871	
	<u>3,037.58</u>				
HACH COMPANY					
REFUND-DPD REFILL	-313.80	04201600-53331	CHEMICALS	12100310-REF	
	<u>-313.80</u>				
HAWK FORD OF ST CHARLES					
JL PIGTAIL	33.16	01696200-53354	PARTS PURCHASED	40497	
	<u>33.16</u>				
HOME DEPOT					
CLEANING SUPPLIES RAPID DEP.	94.28	01662700-53317	OPERATING SUPPLIES	1023362	
DRYWALL MUD/PAN	26.23	01680000-53319	MAINTENANCE SUPPLIES	1080191	
GRAFFIT REMOVER	37.90	01670400-53317	OPERATING SUPPLIES	1022015	
GRAFFITI REMOVER	38.91	01670400-53317	OPERATING SUPPLIES	0022105	
PARACORD FOR RIFLE SLINGS	11.00	01662700-53317	OPERATING SUPPLIES	1011763	
PEG BOARD HOOKS FOR COMP LAB	18.71	01660100-53317	OPERATING SUPPLIES	1011764	
STREET LIGHT SUPPLIES	79.89	01670300-53215	STREET LIGHT SUPPLIES	2525254	
SUPPLIES	13.80	01620100-53350	SMALL EQUIPMENT EXPENSE	040579	
SUPPLIES	29.30	01620100-53350	SMALL EQUIPMENT EXPENSE	048855	
TOOLS	327.84	01670400-53316	TOOLS	9023609	
TOWN CENTER CLEANING SUPPLIES	101.56	01680000-53319	MAINTENANCE SUPPLIES	8010212	
TOWN CENTER KEYS	10.72	01680000-53319	MAINTENANCE SUPPLIES	1180757	
TOWN CENTER RAILINGS PAINT	73.96	01680000-53319	MAINTENANCE SUPPLIES	7511692	
TOWN CENTER RAILINGS PAINT	73.96	01680000-53319	MAINTENANCE SUPPLIES	8521062	
VALE ROOF REPAIR	21.28	01680000-53319	MAINTENANCE SUPPLIES	0010630	
VH DRYWALL ANCHORS	27.28	01680000-53319	MAINTENANCE SUPPLIES	2011581	
	<u>986.62</u>				

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HOTELS-MASTERCARD					
	-25.00	01660100-52223	TRAINING	624-REF	
HOTEL-BUCHOLZ 09/19-09/21/21	487.04	01660100-52223	TRAINING	918836888980	
HOTEL-CASTRO 06/22-06/25/21	461.80	01660100-52223	TRAINING	624	
HOTEL-ILCMA, CAREY 09/08-09/10/21	229.79	01590000-52223	TRAINING	69709J	
HOTEL-MABBITT 08/13-08/16/21	408.78	01660100-52223	TRAINING	6212021 MABBITT	
HOTEL-PASKEVIC, SRO CONF. 06/22-06/25/21	436.80	01660100-52223	TRAINING	230	
HOTEL-RUDELICH 08/13-08/16/21	329.76	01660100-52223	TRAINING	6212021 RUDELICH	
REFUND-MISTAKEN CHARGE FROM JO CONFEREI	-428.94	01660100-52223	TRAINING	24594032-REF	
	<u>1,900.03</u>				
I P A C					
ANNUAL RENEWAL IPAC	104.00	01660100-52234	DUES & SUBSCRIPTIONS	1479122219	
	<u>104.00</u>				
I R M A					
CLAIM 177539-01 OVERPAYMENT	473.91	01590000-52215	INSURANCE DEDUCTIBLES	177539-01	
	<u>473.91</u>				
ILEAS					
MEMBERSHIP DUES 2021	240.00	01660100-52234	DUES & SUBSCRIPTIONS	DUES10538	
	<u>240.00</u>				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
ILCMA CONF-CAREY 09/08-09/10/21	250.00	01590000-52223	TRAINING	667016	
ILCMA MEMBERSHIP	501.75	01590000-52234	DUES & SUBSCRIPTIONS	14251	
	<u>751.75</u>				
ILLINOIS HOMICIDE INVESTIGATORS ASSN					
ILHIA 2021-8 ATTENDEES 10/12-10/14/21	1,800.00	01660100-52223	TRAINING	2021A0048	
	<u>1,800.00</u>				

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ILLINOIS PHLEBOTOMY SERVICES LLC					
PHLEBOTOMY SVC-CSPC2101405	425.00	01662700-53317	OPERATING SUPPLIES	1376 CSPC2101405	
PHLEBOTOMY SVC-CSPC2101755	425.00	01662700-53317	OPERATING SUPPLIES	1376 CSPC2101755	
PHLEBOTOMY SVC-SCPC2101392	125.00	01662300-53317	OPERATING SUPPLIES	1376 CSPC2101392	
	<u>975.00</u>				
ILLINOIS SECRETARY OF STATE					
PLATE STICKER-1020481B	154.40	01662700-52244	MAINTENANCE & REPAIR	1020481B 07/31/21	
	<u>154.40</u>				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
AUG 2021 INSURANCE	829.33	01670500-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,105.78	01670300-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,290.12	04100100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,382.22	01670200-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,382.22	01670700-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,842.97	04101500-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,842.97	04201400-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	1,935.11	01670600-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	2,155.55	01680000-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	2,370.43	01662500-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	2,525.12	01640100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	2,845.18	04103100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	2,845.18	04203100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	3,049.49	01652800-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	3,172.04	01590000-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	5,126.73	01643700-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	5,805.32	01670400-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	6,450.35	04200100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	6,865.16	01610100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	6,911.07	01696200-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	7,003.24	04201600-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	8,198.29	01620100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	8,293.32	01670100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	8,564.54	01662600-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	9,214.79	01662300-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	10,777.73	01662400-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	16,105.31	01664700-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	32,820.83	01660100-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	43,376.43	01600000-51111	GROUP INSURANCE	08012021	
AUG 2021 INSURANCE	57,845.21	01662700-51111	GROUP INSURANCE	08012021	

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	<u>263,932.03</u>				
INTERNATIONAL ASSN OF FINANCIAL CRIMES INVESTIG					
IAFCI CONFERENCE-BOSHART 08/30, 08/31, 09/01	795.00	01660100-52223	TRAINING	33564	
REFUND-IAFCI DOUBLE CHARGE	-220.00	01660100-52223	TRAINING	8802028	
	<u>575.00</u>				
INTERNET PURCHASE MASTERCARD					
SHORTS-R TURNER, WRANGLER	365.48	01670100-53324	UNIFORMS	21426152	
	<u>365.48</u>				
IT GLUE					
IT DOC SOFTWARE	114.00	01652800-52255	SOFTWARE MAINTENANCE	248031780	
	<u>114.00</u>				
ITRON INC					
ITRON MAINT 02/01-04/30/21	1,124.14	04103100-52255	SOFTWARE MAINTENANCE	578467	
ITRON MAINT 02/01-04/30/21	1,124.14	04203100-52255	SOFTWARE MAINTENANCE	578467	
ITRON MAINT 05/01-07/31/21	1,124.14	04103100-52255	SOFTWARE MAINTENANCE	587153	
ITRON MAINT 05/01-07/31/21	1,124.14	04203100-52255	SOFTWARE MAINTENANCE	587153	
ITRON MAINT 08/01-10/31/21	1,180.35	04103100-52255	SOFTWARE MAINTENANCE	595599	
ITRON MAINT 08/01-10/31/21	1,180.35	04203100-52255	SOFTWARE MAINTENANCE	595599	
MOBILE COLLECTOR 04/01/21-03/31/22	550.37	04103100-52255	SOFTWARE MAINTENANCE	584642	
MOBILE COLLECTOR 04/01/21-03/31/22	550.37	04203100-52255	SOFTWARE MAINTENANCE	584642	
	<u>7,958.00</u>				
JACK PHELAN DODGE CHRYSLER					
JN FAN SHROUD	118.30	01696200-53354	PARTS PURCHASED	62954DOR	
	<u>118.30</u>				
JET BRITE CAR WASH INC					
CAR WASH 06/01-06/30/21	3.00	01643700-53317	OPERATING SUPPLIES	4304	
CAR WASH 06/01-06/30/21	156.00	01662700-52244	MAINTENANCE & REPAIR	4302	
	<u>159.00</u>				

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JEWEL-OSCO					
CHICKEN DINNER TRNG VOLUNTEERS	39.96	01660100-52223	TRAINING	00024261	
SNACKS/ICE TRAINING 4 ALL WEEK	26.96	01660100-52223	TRAINING	96194	
WATER/SODA 4 TRAINING ALL WEEK	99.82	01660100-52223	TRAINING	84880	
	<u>166.74</u>				
JOE COTTON FORD					
JN MOUNT	102.85	01696200-53354	PARTS PURCHASED	7192	
	<u>102.85</u>				
JX ENTERPRISES INC					
JL BRAKE PEDAL PARTS	158.45	01696200-53354	PARTS PURCHASED	25161727P	
JN BRAKE PLATE	240.35	01696200-53354	PARTS PURCHASED	25159882P	
	<u>398.80</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
COPIER BILL	43.87	01662500-52226	OFFICE EQUIPMENT MAINTENANCE	401391958	
	<u>43.87</u>				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
TOP SOIL-#319363 07/26/21	83.00	01670400-53317	OPERATING SUPPLIES	48146	
	<u>83.00</u>				
LECHNER & SONS					
MATS - 6/30/21	79.94	01670100-53317	OPERATING SUPPLIES	2926387	
MATS - 7/14/21	79.94	01670100-53317	OPERATING SUPPLIES	2933301	
TOWELS/WIPES - 6/30/21	30.26	01696200-53317	OPERATING SUPPLIES	2926387	
TOWELS/WIPES - 7/14/21	30.26	01696200-53317	OPERATING SUPPLIES	2933301	
	<u>220.40</u>				
LEXISNEXIS					
MTHLY FEE-JUN 2021	215.38	01662400-53330	INVESTIGATION FUND	20210630	
	<u>215.38</u>				

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LIVE VIEW GPS INC					
MTHLY FEE-JUL 2021	119.85	01664700-53330	INVESTIGATION FUND	420290	
	<u>119.85</u>				
LOWE'S HOME CENTERS					
REPL HOSE FOR VACTOR	11.36	04101500-53317	OPERATING SUPPLIES	7374376	
	<u>11.36</u>				
LRS HOLDINGS LLC					
	100.00	01670400-52264	EQUIPMENT RENTAL	PS388004	
	<u>100.00</u>				
MARK E RADABAUGH					
TAPING, EDITING 08/02/21	100.00	01590000-52253	CONSULTANT	21-0183	
	<u>100.00</u>				
MCMASTER CARR					
JN CAPS	22.10	01696200-53354	PARTS PURCHASED	60053224	
	<u>22.10</u>				
MENARDS					
TC FOUNTAIN PLUGS	-14.04	01680000-53319	MAINTENANCE SUPPLIES	98569227279	
	<u>-14.04</u>				
MNJ TECHNOLOGIES DIRECT					
EOC AV ROOM/CABLE	708.72	11740000-55487	FACILITY CAPITAL IMPROVEMENT	0003788691	
EOC AV SWITCH	1,866.62	11740000-55487	FACILITY CAPITAL IMPROVEMENT	0003790419	
DELL RACK SERVER	3,364.09	01652800-52255	SOFTWARE MAINTENANCE	0003794533 PO-1936	
	<u>5,939.43</u>				
MUNICIPAL GIS PARTNERS INC					
MGP GIS-JUL 2021	12,158.42	01652800-52257	GIS SYSTEM	5520	
	<u>12,158.42</u>				

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NATIONAL ENGRAVERS					
DUGO RETIREMENT WALL PLAQUE	78.00	01660100-53317	OPERATING SUPPLIES	84541	
RIBBONS	596.00	01660100-53317	OPERATING SUPPLIES	84360	
	<u>674.00</u>				
NETWORK SOLUTIONS INC					
CSP DOMAIN RENEWAL	33.98	01652800-52255	SOFTWARE MAINTENANCE	41336683	
	<u>33.98</u>				
NMI					
CC GATEWAY FEES-JUL 2021	109.65	04103100-52221	UTILITY BILL PROCESSING	277587216	
CC GATEWAY FEES-JUL 2021	109.65	04203100-52221	UTILITY BILL PROCESSING	277587216	
	<u>219.30</u>				
NORTHWESTERN UNIVERSITY					
KAISER TAR1-2 VEHICLE DYNAMICS	3,400.00	01660100-52223	TRAINING	2498	
	<u>3,400.00</u>				
O'REILLY AUTO PARTS					
JL REFRIGERANT	599.00	01696200-53354	PARTS PURCHASED	5514-258832	
	<u>599.00</u>				
PERMITTECHNATION PROFESSIONAL SVC					
IND ANNUAL MBRSH-P J LENTINO	25.00	01643700-52223	TRAINING	00256	
	<u>25.00</u>				
POMPS TIRE SERVICE					
JN TIRES	879.32	01696200-53354	PARTS PURCHASED	410876176	
	<u>879.32</u>				
PORTER LEE CORPORATION					
BEAST LABEL, RIBBON	166.50	01662400-53317	OPERATING SUPPLIES	25538	
SOFTWARE SUPPORT 08/2021-07/2022	1,668.00	01660100-52255	SOFTWARE MAINTENANCE	25566	
	<u>1,834.50</u>				

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PRIME LANDSCAPING GROUP, LLC					
MOWING-JUL 2021	6,419.50	01670400-52272	PROPERTY MAINTENANCE	1479 PO-3873	
PLANT BEDS-JUL 2021	3,114.54	01670400-52272	PROPERTY MAINTENANCE	1480 PO-3865	
	<u>9,534.04</u>				
PRO TRAIN INC					
TRAINING-LOPEZ 05/17/21	375.00	01660100-52223	TRAINING	PTI2021-000400	
	<u>375.00</u>				
R GUNS					
RIFLE BARREL REPLACEMENTS	1,277.00	01662700-53323	WEAPONS	77391	
	<u>1,277.00</u>				

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RAY O'HERRON CO					
3 AR SAINT RIFLES	2,112.00	01662700-53323	WEAPONS	2120682	
UNIFORM-BACIDORE	181.95	01660100-53324	UNIFORMS	2124674	
UNIFORM-BACIDORE	254.78	01660100-53324	UNIFORMS	2121971	
UNIFORM-C CADLE	99.98	01660100-53324	UNIFORMS	2123824	
UNIFORM-CLUEVER	430.72	01660100-53324	UNIFORMS	2124673	
UNIFORM-COOPER	687.04	01660100-53324	UNIFORMS	2123767	
UNIFORM-COOPER, REFUND	-9.65	01660100-53324	UNIFORMS	2125108-CM	
UNIFORM-DUMOULIN	129.99	01660100-53324	UNIFORMS	2124981	
UNIFORM-HOLMER	42.99	01660100-53324	UNIFORMS	2127887	
UNIFORM-HOLMER, REFUND	-53.99	01660100-53324	UNIFORMS	2127839-CM	
UNIFORM-IBARRIENTOS	150.00	01660100-53324	UNIFORMS	2121972	
UNIFORM-KAISER	195.00	01660100-53324	UNIFORMS	2123826	
UNIFORM-M LOPEZ	239.96	01660100-53324	UNIFORMS	2121621	
UNIFORM-PETERS	163.99	01660100-53324	UNIFORMS	2126703	
UNIFORM-POPE, VEST	829.01	01660100-53324	UNIFORMS	2124841	
UNIFORM-SCARPULLA	83.98	01660100-53324	UNIFORMS	2121277	
UNIFORM-SCARPULLA	241.99	01660100-53324	UNIFORMS	2122774	
UNIFORM-SCARPULLA, INV.2122774, REFUND	-8.99	01660100-53324	UNIFORMS	2124758-CM	
UNIFORM-SCARPULLA, REFUND	-8.99	01660100-53324	UNIFORMS	2122480-CM	
UNIFORM-SPICER	108.00	01660100-53324	UNIFORMS	2124992	
UNIFORM-STAFIEJ	79.99	01660100-53324	UNIFORMS	2123865	
UNIFORM-STAFIEJ	203.98	01660100-53324	UNIFORMS	2124993	
UNIFORM-SYMES	50.00	01660100-53324	UNIFORMS	2123825	
	6,203.73				
RED WING SHOE STORE					
BOOTS-J LARSON, RED WING	271.99	04100100-53324	UNIFORMS	102275	
	271.99				

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REDISTRIP					
REHAB #82	1,180.00	10670000-54415	VEHICLES	305285	
	1,180.00				
REFUNDS MISC					
21-1759-DRVW, 108 ARBOR DRIVE-REFUND	96.00	01000000-42307	BUILDING PERMITS	108 ARBOR DR-2021	
	96.00				
REFUNDS PRESERVATION BONDS					
21-0175-PFOS, #2431915, 1199 EASTON DR-REFI	200.00	01-24302	ESCROW - GRADING	1199 EASTON DR-2021	
21-1715-SDWK, #2452548, 860 NIAGARA ST-REF	200.00	01-24302	ESCROW - GRADING	806 NIAGARA ST.-2021	
21-1787-DRVW, #2456687, 575 INCA BLVD-REFU	300.00	01-24302	ESCROW - GRADING	575 INCA BLVD-2021	
21-1857-DRVW, #2759766, 1148 HILL CREST DR-	300.00	01-24302	ESCROW - GRADING	1148 HILL CREST-2021	
21-1874-PFOS, #2460590, 970 MERBACH CT-REF	200.00	01-24302	ESCROW - GRADING	970 MERBACH CT-2021	
21-2059-DRVW, #2473610, 1164 ROBIN DR-REFL	300.00	01-24302	ESCROW - GRADING	1164 ROBIN DR-2021	
21-2060-DRVW, #2473612, 856 TAMARAC DR-RE	300.00	01-24302	ESCROW - GRADING	856 TAMARAC DR-2021	
21-2064-DRVW, #2473751, 1166 ROBIN DR-REFL	200.00	01-24302	ESCROW - GRADING	1166 ROBIN DR-2021	
21-2117-STOO, #000014-0001, 1291 BIG HORN-F	200.00	01-24302	ESCROW - GRADING	1291 BIG HORN-2021	
21-2118-STOO, #000014-0002, 1304 BIG HORN-F	200.00	01-24302	ESCROW - GRADING	1304 BIG HORN-2021	
21-2228-PFOS, #000039-0026, 1370 TRINITY DR-	200.00	01-24302	ESCROW - GRADING	1370 TRINITY DR-2021	
21-2256-DRVW, #000041-0079, 574 AZTEC DR-R	300.00	01-24302	ESCROW - GRADING	574 AZTEC DR-2021	
21-2257-DRVW, #000042-0004, 280 SHAWNEE C	300.00	01-24302	ESCROW - GRADING	280 SHAWNEE DR-2021	
21-2342-PFOS, #000074-0076, 1096 CHETWOOD	200.00	01-24302	ESCROW - GRADING	1096 CHETWOOD-2021	
21-2375-DRVW, #000103-0003, 1125 EDINGTON	300.00	01-24302	ESCROW - GRADING	1125 EDINGTON-2021	
	3,700.00				
REFUNDS TAX STAMPS					
STAMP 32479, 574 HIAWATHA DR-REFUND	930.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 92479	
STAMP 32636, 845 KANSAS ST-REFUND	870.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 32636	
STAMP 32651, 1361 LILAC LN-REFUND	999.00	11000000-41208	REAL ESTATE TRANSFER TAX	STAMP 32651	
	2,799.00				

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REFUNDS W&S FINALS					
	5.33	04-12110	ACCOUNT RECEIV WATER & SEWER	94886-18329	
	7.02	04-12110	ACCOUNT RECEIV WATER & SEWER	94890-16651	
	8.58	04-12110	ACCOUNT RECEIV WATER & SEWER	94897-19964	
	8.84	04-12110	ACCOUNT RECEIV WATER & SEWER	94888-18392	
	9.96	04-12110	ACCOUNT RECEIV WATER & SEWER	94899-11266	
	10.95	04-12110	ACCOUNT RECEIV WATER & SEWER	94891-20211	
	18.49	04-12110	ACCOUNT RECEIV WATER & SEWER	94895-20361	
	25.00	04-12110	ACCOUNT RECEIV WATER & SEWER	94889-20461	
	26.00	04-12110	ACCOUNT RECEIV WATER & SEWER	94894-16765	
	31.74	04-12110	ACCOUNT RECEIV WATER & SEWER	94885-20540	
	35.25	04-12110	ACCOUNT RECEIV WATER & SEWER	94893-10057	
	41.43	04-12110	ACCOUNT RECEIV WATER & SEWER	94884-13882	
	65.18	04-12110	ACCOUNT RECEIV WATER & SEWER	94896-17897	
	65.32	04-12110	ACCOUNT RECEIV WATER & SEWER	94883-11086	
	84.64	04-12110	ACCOUNT RECEIV WATER & SEWER	94892-15138	
	90.03	04-12110	ACCOUNT RECEIV WATER & SEWER	94887-20949	
	92.39	04-12110	ACCOUNT RECEIV WATER & SEWER	94898-11059	
	131.23	04-12110	ACCOUNT RECEIV WATER & SEWER	94900-12510	
	<u>757.38</u>				
REMPE-SHARPE & ASSOCIATES INC					
ENG SVC-DETENTION RETROFITS JUL 2021	4,481.70	11740000-55488	STORMWATER UTILITIES	28068 PO-462637	
	<u>4,481.70</u>				
RENTAL MAX					
RENTAL-CHIPPER 06/22-06/25/21	1,008.65	01670700-52264	EQUIPMENT RENTAL	483151-6	
RENTAL-CHIPPER 06/25/21	83.85	01670700-52264	EQUIPMENT RENTAL	483151-6(2)	
RENTAL-CHIPPER REFUND	-213.14	01670700-52264	EQUIPMENT RENTAL	483151-6REF	
	<u>879.36</u>				

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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>
RESTAURANT-MASTERCARD					
CONCERT-VOLUNTEERS 07/15/21, BELLAS	106.90	01750000-52291	MISC EVENTS/ACTIVITIES	108801	
DARE BREAKFAST	55.58	01664700-53325	COMMUNITY RELATIONS	099992	
DINNER-TRAINING VOLUNTEERS 07/13/21	69.35	01660100-52223	TRAINING	3030	
DINNER-TRAINING VOLUNTEERS 07/14/21	53.55	01660100-52223	TRAINING	884	
EMPLOYEE APPRECIATION 07/20/21, TRAN PATIS	334.85	01600000-52242	EMPLOYEE RECOGNITION	JP4W	
LUNCH FOR TRAINING VOLUNTEERS	56.92	01660100-52223	TRAINING	75	
VOLUNTEER BREAKFAST 07/16/21	71.36	01660100-52222	MEETINGS	011583	
	748.51				
RICHARD BLAIR					
SHOOT HOUSE TRAIN-BLAIR 08/23-08/27/21	256.00	01660100-52223	TRAINING	SHOOT 2021-BLAIR	
TRAINING MEAL-BLAIR 06/20-06/25/21	297.49	01660100-52223	TRAINING	PER DIEM 2021-BLAIR	
	553.49				
RON MOZALEWSKI					
SHOOT HOUSE TRAIN-MOZALEWSKI 08/23-08/27/21	256.00	01660100-52223	TRAINING	SHOOT 2021-MOZALEWSK	
	256.00				
RUSH TRUCK CENTERS					
JL REFUND-REPLACE TRANSMISSION UNIT #73	-4,252.39	01696200-53354	PARTS PURCHASED	3024104688 PO-3926	
JL REPLACE TRANSMISSION-UNIT 73	8,446.52	01696200-53354	PARTS PURCHASED	3024095505 PO-3926	
	4,194.13				
SAE CUSTOMS INC					
POWER ADAPTER DURANGO 2020	151.00	01662700-53350	SMALL EQUIPMENT EXPENSE	3057	
POWER ADAPTER DURANGO 2020	151.00	01662700-53350	SMALL EQUIPMENT EXPENSE	3058	
EQUIPMENT-#611	11,677.63	01662700-53350	SMALL EQUIPMENT EXPENSE	2957 PO-4663090	
EQUIPMENT-#671	12,984.09	01662700-53350	SMALL EQUIPMENT EXPENSE	3108 PO-4663089	
	24,963.72				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
SEAWAY SUPPLY CO					
PAPER PRODUCTS	104.00	01670100-53317	OPERATING SUPPLIES	171059	
	<u>104.00</u>				
SEWER EQUIPMENT OF ILLINOIS LLC					
8" CARBIDE WHEELS FOR CAMERA	1,589.24	04101500-53350	SMALL EQUIPMENT EXPENSE	0000004115	
	<u>1,589.24</u>				
SHERWIN WILLIAMS					
PAINT MAYOR/VM OFFICES	142.14	01680000-53319	MAINTENANCE SUPPLIES	2094682727	
	<u>142.14</u>				
SIGN A RAMA					
CONCERT BANNER	87.50	01750000-52288	CONCERT SERIES	3671	
	<u>87.50</u>				
SIKICH LLP					
AUDIT FEES-FY 21	4,000.00	04103100-52237	AUDIT FEES	524782	
AUDIT FEES-FY 21	4,000.00	04203100-52237	AUDIT FEES	524782	
AUDIT FEES-FY 21	5,000.00	01520000-52237	AUDIT FEES	524782	
	<u>13,000.00</u>				
SNAP ON INDUSTRIAL					
POWER PROBE	176.37	01696200-53316	TOOLS	ARV/48428861	
	<u>176.37</u>				
STANDARD EQUIPMENT COMPANY					
JN FLANGE	753.14	01696200-53354	PARTS PURCHASED	P29492	
JN RING	879.00	01696200-53354	PARTS PURCHASED	P29541	
	<u>1,632.14</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
START GROUP					
TRAINING-PW 07/27/21	10.00	04100100-52223	TRAINING	S021-7-22	
TRAINING-PW 07/27/21	10.00	04200100-52223	TRAINING	S021-7-22	
TRAINING-PW 07/27/21	20.00	01696200-52223	TRAINING	S021-7-22	
TRAINING-PW 07/27/21	80.00	01670100-52223	TRAINING	S021-7-22	
TRAINING-PW 07/27/21	265.00	04101500-52223	TRAINING	S021-7-22	
TRAINING-PW 07/27/21	265.00	04201600-52223	TRAINING	S021-7-22	
	<u>650.00</u>				
STREET COP TRAINING					
PATROL CLASS-KRIESE 09/20/21	299.00	01660100-52223	TRAINING	44651-481-1-7B9F	
	<u>299.00</u>				
SUBURBAN LABORATORIES INC					
WATER SAMPLES	596.25	04201600-52279	LAB SERVICES	190873 PO-3900	
	<u>596.25</u>				
TANGLEWOOD KENNELS					
CODA BOARDING	425.00	03395000-52315	CANINE SERVICES	112920	
	<u>425.00</u>				
TELCOM INNOVATIONS GROUP LLC					
CONSULTING SVC 05/03, 05/11/21	140.00	01652800-52253	CONSULTANT	A57006	
	<u>140.00</u>				
TESTING SERVICE CORP					
CONSTRUCTION MATERIAL ENGINEERING	1,585.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	N120480 PO-462646	
	<u>1,585.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
THIRD MILLENIUUM ASSOCIATES INCORPORATED					
BILL PRINTING 07/29/21	1,328.07	04103100-52221	UTILITY BILL PROCESSING	26556	
BILL PRINTING 07/29/21	1,328.07	04203100-52221	UTILITY BILL PROCESSING	26556	
GREEN PAY FEE-JUL 2021	225.00	04103100-52221	UTILITY BILL PROCESSING	26557	
GREEN PAY FEE-JUL 2021	225.00	04203100-52221	UTILITY BILL PROCESSING	26557	
	<u>3,106.14</u>				
THOMAS ENGINEERING GROUP, LLC					
PHASE III ENG-SCHMALE RD WTR MAIN THRU 07	22,318.38	04201600-54480	CONSTRUCTION	21-216 PO-462624	
	<u>22,318.38</u>				
TIF 3 NORTH AND SCHMALE RD					
SALES TAX-MAY 2021	-10,438.20	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 08/31/21	
SALES TAX-MAY 2021	10,438.20	01720000-58340	SALES TAX TFR - RDA#1	TIF3 08/31/21	
SALES TAX-MAY 2021	10,438.20	22-11105	CASH - TRUST	TIF3 08/31/21	
	<u>10,438.20</u>				
TITAN SUPPLY INC					
MISC CLEANING SUPPLIES	639.70	01680000-53320	JANITORIAL SUPPLIES	3761	
	<u>639.70</u>				
TRANS UNION LLC					
MTHLY CREDIT CHECKS	338.00	01662400-53330	INVESTIGATION FUND	06100329	
	<u>338.00</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVEMENTS	21,943.52	06320000-54469	REBUILD ILLINOIS BOND	02-3728631 PO-462649	
KUHN RD-BIKE PATH PHASE II 06/19-07/23/21	10,422.35	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	08-3730974 PO-462639	
LIES RD-BIKE PATH PHASE II 06/19-07/23/21	3,060.92	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	16-3730973 PO-462609	
STP QUARTERLY REPORTS-SVC THRU 07/16/21	374.43	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	0003729441 PO-638	
	<u>35,801.22</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>
TRAVEL-MASTERCARD					
PARKING-HOTEL, BOSHART 08/31-09/03/21	107.75	01660100-52223	TRAINING	39573931	
TRAVEL-MABBITT, DRE CONFERENCE	294.96	01660100-52223	TRAINING	30LRC9	
	402.71				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES-JUL 2021	37.28	04203100-52221	UTILITY BILL PROCESSING	1420 08/03/21	
TRISOURCE CC FEES-JUL 2021	37.29	04103100-52221	UTILITY BILL PROCESSING	1420 08/03/21	
TRISOURCE CC FEES-JUL 2021	223.71	01610100-52256	BANKING SERVICES	1420 08/03/21	
TRISOURCE CC FEES-JUL 2021	2,217.43	04203100-52221	UTILITY BILL PROCESSING	7833 08/03/21	
TRISOURCE CC FEES-JUL 2021	2,217.44	04103100-52221	UTILITY BILL PROCESSING	7833 08/03/21	
	4,733.15				
TYCO FIRE & SECURITY (US)MGMT INC					
ALARM - 124 GERZEVSKE LN	54.73	01670400-52234	DUES & SUBSCRIPTIONS	36003056	
ALARM - 245 KUHN RD	54.73	04100100-52234	DUES & SUBSCRIPTIONS	36003082	
ALARM - 300 KUHN RD	54.73	04200100-52234	DUES & SUBSCRIPTIONS	36003031	
	164.19				
U S POSTMASTER					
POSTAGE WATER BILLS-JUL 2021	2,205.96	04203100-52229	POSTAGE	1529 07/29/21	
POSTAGE WATER BILLS-JUL 2021	2,205.97	04103100-52229	POSTAGE	1529 07/29/21	
S/O NOTICE POSTAGE-AUG 2021	56.10	04103100-52229	POSTAGE	1529 08/06/21	
S/O NOTICE POSTAGE-AUG 2021	56.10	04203100-52229	POSTAGE	1529 08/06/21	
	4,524.13				
UNITED RADIO COMMUNICATIONS					
JL MIC	109.95	01696200-53354	PARTS PURCHASED	106025464-1	
	109.95				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
UNITED STATES POSTAL SERVICE					
RETURN OF DATABASE TO LEA	7.95	01660100-52223	TRAINING	030304	
RETURN-POSTED FOR LEA DATABASE	12.30	01660100-52223	TRAINING	053616	
	20.25				
UPS GROUND SERVICE					
DUI KITS TO AFTL	11.36	01662400-53317	OPERATING SUPPLIES	003712	
DUI KITS TO AFTL	13.91	01662400-53317	OPERATING SUPPLIES	0355338	
POSTAGE	12.12	01662700-53317	OPERATING SUPPLIES	097732	
	37.39				
USA BLUE BOOK					
HYDRANT DIFFUSER	136.14	04201600-53317	OPERATING SUPPLIES	574111	
PRINTED MATERIAL	109.18	01620100-53317	OPERATING SUPPLIES	664933	
	245.32				
VERIZON WIRELESS					
EMAG SERVICE	1.78	01652800-52230	TELEPHONE	9881115271	
	1.78				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
VILLAGE OF CAROL STREAM					
124 GERZEVSKE LN-HYDRANT MTR 06/01-07/02/	2,274.17	04200100-53220	WATER	01769135-21240	
124 GERZEVSKE LN-PW CENTER 06/01-07/01/21	142.13	01670100-53220	WATER	01768821-20875	
124 GERZEVSKE LN-PW NORTH GARAGE 06/01-0	39.32	01670100-53220	WATER	01768820-20874	
124 GERZEVSKE-E PUMP STATION 06/01-07/01/2	107.70	04200100-53220	WATER	01769147-21254	
124 GERZEVSKE-WASH BIN 06/01-07/01/21	147.22	04200100-53220	WATER	01769150-21257	
245 KUHN RD-BLOWER BLDG I 06/01-07/02/21	1.84	04101500-53220	WATER	01769172-21279	
245 KUHN RD-BLOWER BLDG II 06/01-07/02/21	0.28	04101500-53220	WATER	01769171-21278	
245 KUHN RD-BTH MAINT BLDG 06/02-07/02/21	8.85	04101500-53220	WATER	01769149-21256	
245 KUHN RD-MAINT BLDG 06/01-07/01/21	4.73	04101500-53220	WATER	01768817-20871	
245 KUHN RD-PLANT ADMIN BLDG 06/02-07/02,	29.22	04101500-53220	WATER	01768818-20872	
300 KUHN RD-CHLORINE ANALYZER 06/01-07/01	66.63	04200100-53220	WATER	01769148-21255	
301 LIES RD-FARMHOUSE 06/01-07/01/21	5.99	01680000-53220	WATER	01766965-18979	
500 GARY AVE-VH 06/01-07/01/21	352.34	01680000-53220	WATER	01768822-20876	
960 GARY AVE-BLDG AT FTN 06/30-06/30/21	395.04	01680000-53220	WATER	01768824-20878	
960 GARY AVE-FOUNTAIN BILL 06/01-07/02/21	2,887.66	01680000-53220	WATER	01768823-20877	
	6,463.12				
VISTAPRINT.COM					
DOOR HANGERS	-5.51	01662400-53330	INVESTIGATION FUND	KQWV7L6A559Q	
DOOR HANGERS	93.61	01662400-53330	INVESTIGATION FUND	KQWV7L6A559Q	
	88.10				
WAL MART					
DARE/GREAT GIVEAWAYS	30.78	01664700-53325	COMMUNITY RELATIONS	002734	
DARE/GREAT GIVEAWAYS	96.58	01664700-53325	COMMUNITY RELATIONS	038088	
NRC POPSICLES	24.90	01660100-53317	OPERATING SUPPLIES	098119	
SUPPLIES	73.60	01662700-53317	OPERATING SUPPLIES	4642172-344145	
TOUR SNACKS	18.87	01664700-53325	COMMUNITY RELATIONS	083224	
	244.73				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WALGREENS					
RADIO BATTERIES	38.86	01662700-53350	SMALL EQUIPMENT EXPENSE	043467	
	<u>38.86</u>				
WEATHER TECH					
MAT FOR 601&602	427.80	01662700-52244	MAINTENANCE & REPAIR	31332364	
	<u>427.80</u>				
WEST SIDE TRACTOR SALES					
JL SEALS	489.23	01696200-53354	PARTS PURCHASED	N09092	
	<u>489.23</u>				
WESTMORE SUPPLY CO					
CONCRETE-1188 WINDING GLEN 07/21/21	660.63	01670500-53317	OPERATING SUPPLIES	R106564	
CONCRETE-174 GREENWAY TRL 07/22/21	700.63	01670500-53317	OPERATING SUPPLIES	R106249	
	<u>1,361.26</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on AUGUST 16,2021**

<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 06/30/21	-195.30	01000000-47407	MISCELLANEOUS REVENUE	72582045 06/30/21	
FUEL 06/30/21	122.41	04200100-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	162.64	04101100-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	201.54	01680000-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	211.43	01670100-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	211.43	01670300-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	264.29	01670600-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	264.29	01670700-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	317.15	01670500-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	419.20	01640100-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	449.30	01670400-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	667.57	01620100-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	856.88	04201400-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	925.02	01670200-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	1,142.70	04101500-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	1,468.93	04201600-53313	AUTO GAS & OIL	72582045 06/30/21	
FUEL 06/30/21	13,657.78	01662700-53313	AUTO GAS & OIL	72582045 06/30/21	
	21,147.26				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-JUN 2021	377.08	04103100-52256	BANKING SERVICES	7509063 JUN-2021	
WHEATON BANK FEES-JUN 2021	377.08	04203100-52256	BANKING SERVICES	7509063 JUN-2021	
WHEATON BANK FEES-JUN 2021	1,337.57	01610100-52256	BANKING SERVICES	7509063 JUN-2021	
	2,091.73				
ZEUS BATTERY PRODUCT					
BATTERIES	84.50	01670300-53317	OPERATING SUPPLIES	00253693	
	84.50				

**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>
ZOOM VIDEO COMMUNICATIONS LLC					
ZOOM VIDEO CONFERENCING	202.15	01652800-52255	SOFTWARE MAINTENANCE	98008353	
	<u>202.15</u>				
GRAND TOTAL	<u><u>\$1,761,693.78</u></u>				

The preceding list of bills payable totaling \$1,761,693.78 was reviewed and approved for payment.

Approved by:

Robert Mellor
Bob Mellor –Village Manager

Date: 8/12/21

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
AUGUST 03, 2021 Thru AUGUST 16, 2021**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll July 26, 2021 thru August 8, 2021	581,460.84
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll July 26, 2021 thru August 8, 2021	67,284.60
				<u>648,745.44</u>

Approved this _____ day of _____, 2021

By: _____
Frank Saverino Sr-Mayor

Julia Schwarze - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended July 31, 2021

MONTH

YTD

BUDGET

REVENUES

	Last Year		Current Year		Monthly Variance									
	Jul	Jul	Jul	Jul	\$	%								
Property Tax	\$ 76,417	\$ 105,072	\$ 28,656	37%	\$ 2,001,967	\$ 2,020,897	\$ 18,929	1%	\$ 3,825,000	\$ 1,875,000	\$ 2,020,897	\$ 145,897	8%	
Sales Tax	512,046	653,422	141,376	28%	1,514,370	1,872,731	358,361	24%	7,490,000	1,850,018	1,872,731	22,713	1%	
Home Rule Sales Tax	352,400	459,711	107,310	30%	1,039,339	1,326,509	287,170	28%	5,330,000	1,316,501	1,326,509	10,008	1%	
State Income Tax	393,801	525,960	132,158	34%	1,042,162	1,780,475	738,313	71%	4,404,000	1,395,650	1,780,475	384,825	28%	
Fines (Court, Ord., ATLE, Towing)	126,884	149,557	22,673	18%	301,488	399,826	98,339	33%	1,382,000	353,360	399,826	46,466	13%	
Natural Gas Use Tax	17,342	23,535	6,193	36%	112,803	112,785	(18)	0%	610,000	113,475	112,785	(690)	-1%	
Other Taxes (Use, Hotel, PPRT Video Gaming, Alcohol)	186,424	232,689	46,265	25%	568,389	718,217	149,827	26%	2,464,100	610,073	718,217	108,144	18%	
Licenses (Vehicle, Liquor, etc.)	16,394	4,547	(11,848)	-72%	713,500	14,828	(698,672)	-98%	214,200	163,105	14,828	(148,278)	-91%	
Cable Franchise Fees	30,398	26,325	(4,074)	-13%	139,399	135,712	(3,688)	-3%	506,200	126,550	135,712	9,162	7%	
Building Permits	84,524	48,202	(36,322)	-43%	228,463	149,070	(79,393)	-35%	638,000	275,000	149,070	(125,930)	-46%	
Fees for Services	51,624	38,902	(12,721)	-25%	165,528	164,867	(660)	0%	684,500	209,375	164,867	(44,508)	-21%	
Interest Income	2,145	219	(1,926)	-90%	12,368	27,308	14,940	121%	105,000	26,250	27,308	1,058	4%	
All Other / Miscellaneous	50,188	78,581	28,393	57%	173,416	219,535	46,119	27%	1,087,000	279,000	219,535	(59,465)	-21%	
Revenue Totals	\$ 1,900,589	\$ 2,346,722	\$ 446,134	23%	\$ 8,013,192	\$ 8,942,759	\$ 929,568	12%	\$ 28,740,000	\$ 8,593,356	\$ 8,942,759	\$ 349,403	4%	

EXPENDITURES

Fire & Police Commission	\$ 940	\$ 1,268	\$ 328	35%	\$ 2,032	\$ 16,381	\$ 14,349	706%	\$ 38,696	\$ 9,674	\$ 16,381	\$ 6,707	69%
Village Board & Clerk	6,653	12,220	5,567	84%	19,289	72,718	53,429	277%	170,863	42,716	72,718	30,002	70%
Plan Commission & ZBA	648	931	283	44%	1,341	2,268	927	69%	6,225	1,556	2,268	712	46%
Emergency Services	2,145	16	(2,129)	-99%	14,359	41,004	26,645	186%	58,000	14,500	41,004	26,504	183%
Legal Services	32,051	10,033	(22,019)	-69%	44,136	58,306	14,169	32%	275,700	68,925	58,306	(10,619)	-15%
Administration	78,622	82,519	3,897	5%	223,311	243,130	19,818	9%	932,666	233,167	243,130	9,963	4%
Employee Relations	54,121	49,804	(4,316)	-8%	114,566	119,735	5,169	5%	475,184	118,796	119,735	939	1%
Financial Management	109,366	70,473	(38,893)	-36%	201,431	177,015	(24,416)	-12%	725,836	181,459	177,015	(4,444)	-2%
Engineering Services	105,846	106,379	534	1%	263,750	281,300	17,550	7%	1,114,420	278,605	281,300	2,695	1%
Community Development	114,528	109,361	(5,167)	-5%	285,228	280,211	(5,018)	-2%	1,066,446	266,612	280,211	13,599	5%
Information Technology	136,622	112,434	(24,188)	-18%	286,914	583,770	296,856	103%	1,406,695	351,674	583,770	232,097	66%
Police	1,493,847	1,920,820	426,973	29%	4,017,026	4,571,797	554,771	14%	17,704,197	4,426,049	4,571,797	145,748	3%
Public Works	318,238	286,185	(32,053)	-10%	809,745	876,238	66,494	8%	3,692,038	923,010	876,238	(46,771)	-5%
Municipal Building	36,270	29,485	(6,785)	-19%	85,467	84,664	(804)	-1%	396,394	99,099	84,664	(14,435)	-15%
Municipal Garage	23,889	9,582	(14,307)	-60%	(7,689)	(12,107)	(4,418)	57%	-	-	(12,107)	(12,107)	100%
Transfers and Agreements	125,469	9,662	(115,806)	-92%	147,580	29,638	(117,942)	-80%	644,000	158,498	29,638	(128,860)	-81%
Town Center	(50)	17,050	17,100	-34200%	(50)	17,050	17,100	-34200%	32,640	25,000	17,050	(7,950)	-32%
Expenditure Totals	\$ 2,639,204	\$ 2,828,223	\$ 189,020	7%	\$ 6,508,437	\$ 7,443,117	\$ 934,679	14%	\$ 28,740,000	\$ 7,199,338	\$ 7,443,117	\$ 243,779	3%
Net Increase / (Decrease)	\$ (738,615)	\$ (481,501)	\$ 257,114		\$ 1,504,754	\$ 1,499,642	\$ (5,112)		\$ -	\$ 1,394,018	\$ 1,499,642	\$ 105,624	

Village of Carol Stream
Water and Sewer Fund Budget Summary
 For the Month Ended July 31, 2021

	MONTH				YTD				BUDGET				
	Last Year Jul	Current Year Jul	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 840,543	\$ 857,055	16,513	2%	\$ 2,261,817	\$ 2,325,944	64,127	3%	\$ 9,042,000	\$ 2,312,374	\$ 2,325,944	13,569	1%
Sewer Billings	392,086	389,327	(2,760)	-1%	1,041,753	1,056,269	14,516	1%	4,080,000	1,043,407	1,056,269	12,862	1%
Penalties/Admin Fees	10,552	17,538	6,986	66%	10,328	40,921	30,594	296%	178,000	44,500	40,921	(3,579)	-8%
Connection/Expansion Fees	-	-	-	0%	-	-	-	0%	28,000	7,000	-	(7,000)	-100%
Interest Income	2,947	234	(2,713)	-92%	14,517	983	(13,534)	-93%	10,000	2,500	983	(1,517)	-61%
Rental Income	10,682	13,637	2,955	28%	39,327	38,011	(1,316)	-3%	164,000	41,000	38,011	(2,989)	-7%
All Other / Miscellaneous	2,347	61,773	59,426	2532%	58,579	77,035	18,456	32%	88,000	8,500	77,035	68,535	806%
Revenue Totals	1,259,157	1,339,564	80,407	6%	3,426,321	3,539,164	112,843	3%	13,590,000	3,459,282	3,539,164	79,882	2%
EXPENDITURES													
Salaries & Benefits	178,769	213,490	34,721	19%	448,099	500,288	52,189	12%	2,055,428	553,385	500,288	(53,097)	-10%
Purchase of Water	458,721	478,099	19,378	4%	1,308,541	1,321,622	13,081	1%	5,715,000	1,461,537	1,321,622	(139,915)	-10%
WRC Operating Contract	362,562	160,352	(202,210)	-56%	662,688	678,931	16,242	2%	2,049,229	512,307	678,931	166,624	33%
Maintenance & Operating	490,011	281,990	(208,020)	-42%	987,683	624,494	(363,189)	-37%	2,943,826	735,957	624,494	(111,463)	-15%
IEPA Loan P&I	-	-	-	0%	-	9,000	9,000	100%	428,650	-	9,000	9,000	100%
DWC Loan P&I	-	-	-	0%	-	-	-	0%	53,948	-	-	-	0%
Capital Outlay	39,494	390,583	351,089	889%	90,186	1,133,197	1,043,011	1157%	6,366,000	2,015,000	1,133,197	(881,803)	-44%
Expenditure Totals	1,529,557	1,524,515	(5,042)	0%	3,497,197	4,267,532	770,335	22%	19,612,081	5,278,186	4,267,532	(1,010,653)	-19%
Net Increase / (Decrease)	(270,400)	(184,951)	85,449		(70,876)	(728,368)	(657,492)		(6,022,081)	(1,818,904)	(728,368)	1,090,536	

Village of Carol Stream
Capital Budget Summary
For the Month Ended July 31, 2021

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Electricity Use Tax	\$ 149,605	\$ 163,774	\$ 14,170	9%	\$ 268,555	\$ 424,923	\$ 156,369	58%	\$ 1,825,000	\$ 424,923	23%
Real Estate Transfer Tax	53,635	96,670	43,035	80%	136,929	255,382	118,453	87%	750,000	255,382	34%
Telecommunications Tax	-	52,187	52,187	100%	-	164,052	164,052	100%	636,000	164,052	26%
Local Motor Fuel Tax	58,484	59,777	1,293	2%	153,878	175,343	21,465	14%	760,000	175,343	23%
Capital Grants	-	6,415	6,415	100%	2,138	32,906	30,768	1439%	323,600	32,906	10%
Interest Income	1,375	215	(1,161)	-84%	7,842	811	(7,030)	-90%	15,000	811	5%
All Other / Miscellaneous	-	-	-	0%	-	-	-	0%	-	-	0%
Revenue Totals	\$ 263,099	\$ 379,038	\$ 115,939	44%	\$ 569,341	\$ 1,053,419	\$ 484,077	85%	\$ 4,309,600	\$ 1,053,419	24%
EXPENDITURES											
Roadway Improvements	\$ 150,685	\$ 63,111	\$ (87,574)	-58%	\$ 166,359	\$ 98,408	\$ (67,951)	-41%	\$ 1,104,000	\$ 98,408	9%
Facility Improvements	-	56,406	56,406	100%	-	93,466	93,466	100%	1,157,000	93,466	8%
Stormwater Improvements	14,368	25,803	11,435	80%	32,047	91,611	59,564	186%	622,000	91,611	15%
Miscellaneous	237	-	(237)	-100%	237	925	688	291%	1,000	925	0%
Expenditure Totals	\$ 165,289	\$ 145,320	\$ (19,969)	-12%	\$ 198,642	\$ 284,410	\$ 85,768	43%	\$ 2,884,000	\$ 284,410	10%
Net Increase / (Decrease)	\$ 97,810	\$ 233,718	\$ 135,908	139%	\$ 370,699	\$ 769,008	\$ 398,310	107%	\$ 1,425,600	\$ 769,008	54%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 95,945	\$ 133,297	\$ 37,352	39%	\$ 306,977	\$ 393,872	\$ 86,895	28%	\$ 1,563,000	\$ 393,872	25%
Capital Grants	436,185	-	(436,185)	-100%	872,370	436,185	(436,185)	-50%	872,370	436,185	50%
Interest Income	596	74	(522)	-88%	2,932	264	(2,668)	-91%	5,000	264	5%
Revenue Totals	\$ 532,726	\$ 133,371	\$ (399,356)	-75%	\$ 1,182,279	\$ 830,321	\$ (351,958)	-30%	\$ 2,440,370	\$ 830,321	34%
EXPENDITURES											
Street Resurfacing - Capital	\$ 881,865	\$ -	\$ (881,865)	-100%	\$ 882,205	\$ 806,042	\$ (76,164)	-9%	\$ 2,400,000	\$ 806,042	34%
Crack Filling	-	-	-	0%	-	-	-	0%	75,000	-	0%
Rebuild Illinois Bond Projects	-	3,210	3,210	100%	-	3,210	3,210	100%	115,000	3,210	0%
Expenditure Totals	\$ 881,865	\$ 3,210	\$ (878,655)	-100%	\$ 882,205	\$ 809,252	\$ (72,954)	100%	\$ 2,590,000	\$ 809,252	31%
Net Increase / (Decrease)	\$ (349,139)	\$ 130,161	\$ 479,300	-137%	\$ 300,074	\$ 21,070	\$ (279,004)	-93%	\$ (149,630)	\$ 21,070	-14%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Fund Budget Summary
 For the Month Ended July 31, 2021

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
TIF Property Taxes	\$ -	\$ 50,863	\$ 50,863	100%	\$ 177,593	\$ 176,244	\$ (1,349)	-1%	\$ 385,000	\$ 192,500	\$ 176,244	\$ (16,256)	-8%
Sales Taxes	13,190	9,662	(3,527)	-27%	35,301	29,638	(5,663)	-16%	130,000	32,500	29,638	(2,862)	-9%
Interest Income	105	11	(94)	-90%	584	41	(543)	-93%	1,000	250	41	(209)	-83%
Revenue Totals	13,295	60,537	47,242	355%	213,477	205,923	(7,554)	100%	516,000	225,250	205,923	(19,327)	-9%
EXPENDITURES													
Legal Fees	-	-	-	0%	-	-	-	0%	1,500	375	-	(375)	-100%
Other Expenses	-	-	-	0%	152,688	156,269	3,581	2%	287,000	143,500	156,269	12,769	9%
Expenditure Totals	-	-	-	0%	152,688	156,269	3,581	2%	288,500	143,875	156,269	12,394	9%
Net Increase / (Decrease)	13,295	60,537	47,242		60,789	49,654	(11,136)		227,500	81,375	49,654	(31,721)	

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended July 31, 2021

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ 30	\$ 784,925	784,895	2592979%	\$ 1,380,212	\$ 1,328,571	(51,641)	-4%	\$ 4,000,000	\$ 1,000,000	\$ 1,328,571	328,571	33%
Employee Contributions	114,091	73,700	(40,391)	-35%	207,690	171,079	(36,611)	-18%	650,000	162,500	171,079	8,579	5%
Village Contribution	237,529	254,244	16,715	7%	712,587	762,732	50,145	7%	3,050,927	762,732	762,732	0	0%
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Revenue Totals	351,650	1,112,869	761,219	216%	2,300,489	2,262,383	(38,106)	-2%	7,700,927	1,925,232	2,262,383	337,151	18%
EXPENDITURES													
Investment and Admin Fees	2,336	4,767	2,431	104%	12,965	59,925	46,960	362%	164,900	41,225	59,925	18,700	45%
Participant Benefit Payments	307,465	325,583	18,118	6%	918,633	974,807	56,174	6%	4,457,000	978,000	974,807	(3,193)	0%
Expenditure Totals	309,801	330,350	20,549	7%	931,598	1,034,732	103,134	11%	4,621,900	1,019,225	1,034,732	15,507	2%
Net Increase / (Decrease)	41,849	782,520	740,670		1,368,891	1,227,650	(141,241)		3,079,027	906,007	1,227,650	321,644	

Village of Carol Stream
State and Federal Asset Seizure Fund Summary
For the Month Ended July 31, 2021

	MONTH				YTD				BUDGET*			
	Last Year Jul	Current Year Jul	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Actual	% of Total	
			\$	%			\$	%				
State Asset Seizure Fund												
REVENUES												
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	100%	
State Drug Seizure	-	2,752	2,752	100%	-	5,265	5,265	100%	-	5,265	100%	
State Money Laundering	-	-	-	0%	-	234	234	100%	-	234	100%	
State Vehicle Seizure	-	3,339	3,339	100%	1,690	10,533	8,843	523%	-	10,533	100%	
Revenue Totals	\$ -	\$ 6,091	\$ 6,091	100%	\$ 1,690	\$ 16,032	\$ 14,342	100%	\$ -	\$ 16,032	100%	
EXPENDITURES												
State Drug Seizure	36	635	599	1663%	72	8,375	8,303	11528%	87,150	8,375	10%	
State Money Laundering	-	-	-	0%	-	-	-	0%	17,500	-	0%	
State Vehicle Seizure	-	-	-	0%	-	-	-	0%	-	-	0%	
Expenditure Totals	\$ 36	\$ 635	\$ 599	1663%	\$ 72	\$ 8,375	\$ 8,303	11528%	\$ 104,650	\$ 8,375	100%	
Net Increase / (Decrease)	\$ (36)	\$ 5,456	\$ 5,492	-15251%	\$ 1,618	\$ 7,657	\$ 6,039	100%	\$ (104,650)	\$ 7,657	100%	
Federal Asset Seizure Fund												
REVENUES												
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	100%	
Federal DOJ Seizure	-	-	-	0%	-	-	-	0%	-	-	100%	
Federal Treasury Seizure	-	-	-	0%	-	-	-	0%	-	-	100%	
Revenue Totals	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	-	\$ -	100%	
EXPENDITURES												
Federal DOJ	\$ 926	\$ -	\$ (926)	-100%	2,430	246	(2,184)	-90%	\$ 8,500	\$ 246	100%	
Federal Treasury	-	-	-	0%	-	-	-	0%	-	-	0%	
Expenditure Totals	\$ 926	\$ -	\$ (926)	-100%	\$ 2,430	\$ 246	\$ (2,184)	100%	\$ 8,500	\$ 246	100%	
Net Increase / (Decrease)	\$ (926)	\$ -	\$ 926	-100%	\$ (2,430)	\$ (246)	\$ 2,184	100%	\$ (8,500)	\$ (246)	100%	

* Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream
Equipment Replacement Fund Budget Summary
 For the Month Ended July 31, 2021

EQUIPMENT REPLACEMENT FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Jul	Jul	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
REVENUES											
Transfer - Engineering	\$ -	\$ -	-	0%	\$ -	\$ -	-	0%	\$ -	\$ -	0%
Transfer - Community Dev.	-	-	-	0%	-	-	-	0%	-	-	0%
Transfer - Police	-	-	-	0%	-	-	-	0%	-	-	0%
Transfer - PW Streets	-	-	-	0%	-	-	-	0%	-	-	0%
Transfer - Municipal Building	-	-	-	0%	-	-	-	0%	-	-	0%
Transfer - WRC	-	-	-	0%	-	-	-	0%	-	-	0%
Transfer - Water	-	-	-	0%	-	-	-	0%	-	-	0%
Revenue Totals	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
EXPENDITURES											
Vehicles - Engineering	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Vehicles - Community Dev.	-	-	-	0%	-	-	-	0%	-	-	0%
Vehicles - Police	-	-	-	0%	-	61,646	61,646	100%	128,000	61,646	48%
Vehicles - PW Streets	617	-	(617)	-100%	37,716	51,425	13,708	36%	131,000	51,425	39%
Vehicles - Municipal Building	-	-	-	0%	-	-	-	0%	30,000	-	0%
Vehicles - WRC	-	-	-	0%	-	-	-	0%	-	-	0%
Vehicles - Water	-	-	-	0%	-	-	-	0%	-	-	0%
Expenditure Totals	\$ 617	\$ -	\$ (617)	-100%	\$ 37,716	\$ 113,071	\$ 75,354	200%	\$ 289,000	\$ 113,071	39%
Net Increase / (Decrease)	\$ (617)	\$ -	\$ 617		\$ (37,716)	\$ (113,071)	\$ (75,354)		\$ (289,000)	\$ (113,071)	

* Due to the uncertainty of timing of vehicle purchases, no YTD budget estimates are shown.

Village of Carol Stream
Schedule of Cash and Investment Balances
 July 31, 2021

FUND	CASH	LGIPs*	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 7/31/2020
GENERAL FUND	\$ (1,007,958.75)	\$ 10,802,976.98	\$ -	\$ 9,795,018.23	\$ 9,110,813.01
WATER & SEWER FUND	496,025.39	11,513,424.38	-	12,009,449.77	12,306,897.69
CAPITAL PROJECTS FUND	2,202,483.51	12,314,147.22	-	14,516,630.73	7,113,510.28
MFT FUND	-	3,700,083.25	-	3,700,083.25	2,882,604.49
EQUIPMENT REPL. FUND	-	4,618,128.13	-	4,618,128.13	3,942,483.00
NORTH/SCHMALE TIF FUND	527,830.42	640,950.30	-	1,168,780.72	864,554.80
POLICE PENSION FUND	245,543.87	143,949.80	65,527,134.64	65,916,628.31	54,208,564.35
STATE ASSET SEIZURE FUND	229,467.22	-	-	229,467.22	274,223.81
FEDERAL ASSET SEIZURE FUND	144,925.95	-	-	144,925.95	153,066.40
TOTAL	<u>\$ 2,838,317.61</u>	<u>\$ 43,733,660.06</u>	<u>\$ 65,527,134.64</u>	<u>\$ 112,099,112.31</u>	<u>\$ 90,856,717.83</u>

* Local Government Investment Pools (LGIP) include the Illinois Funds and IMET.