

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 7, 2022

6:00 P.M.

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

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the February 22, 2022 Village Board Meeting.
2. Approval of Minutes of the February 22, 2022 Special Workshop Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals
 - a. 22-0002 – Weiss Commercial Properties – 167-169 Easy Street
Amendment to a Special Use Permit for Outdoor Storage–Salt Storage Bin
Recommended Approval Subject to Conditions 5-0
 - b. 22-0005 – Muehlfelt Enterprises, Inc. – 211 E. St. Charles Road
Amendment to a Special Use Permit for Outdoor Storage-Two Storage Structures
Recommended Approval Subject to Conditions 5-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Petition to the Illinois Commerce Commission to construct the Lies Road Bike Trail across the Chicago, Central and Pacific Railroad. *Staff recommends Village Attorney file the ICC Petition on behalf of the Village and represent the Village if required by the ICC for public hearings.*

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2. AMR Program Contract Administrative Assistant. *Staff recommends authorizing the Village Manager to execute an Employee Leasing Agreement with GovTemps USA for clerical services for the period of March 9, 2022 through December 31, 2022.*

I. ORDINANCES:

1. Ordinance No. 2022-03-____ Approving an Amendment to a Special Use Permit for Outdoor Storage (Weiss Commercial Properties, LLC/167-169 Easy Street). *See F.1.a.*
2. Ordinance No. 2022-03-____ Approving an Amendment to a Special Use Permit for Outdoor Storage (Muehlfelt Enterprises, Inc./211 E. St. Charles Road). *See F.1.b.*
3. Ordinance No. 2022-03-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by increasing the Number of Class P Liquor Licenses from 7 to 8 (7-Eleven, Inc. d/b/a 7-Eleven 33408J, 550 W. Army Trail Road).
4. Ordinance No. 2022-03-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by decreasing the Number of Class P Liquor Licenses from 8 to 7 (J & S Carol Gas Mart, Inc. d/b/a J & S Gas Mart, 106 E. North Avenue) and Increasing the Number of Class P Liquor Licenses from 7 to 8 (Rmarts LLC d/b/a Carol Stream Shell, 106 E. North Avenue).

J. RESOLUTIONS:

1. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends three (3) WRC chemical feed pumps be declared surplus and authorized to dispose of them through appropriate recycling practices.*
2. Resolution No. ____ Authorizing the execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County regarding Mowing of Certain Right-Of-Ways for a period of four years ending November 30, 2025.

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 7, 2022

6:00 P.M.

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

K. NEW BUSINESS:

1. Raffle License Application – Carol Stream Rotary Club. *Request for approval of a raffle license and waiver of the fee and manager's fidelity bond for their Chili Open to be held on May 13, 2022 with ticket sales starting March 7, 2022.*

L. PAYMENT OF BILLS:

1. Regular Bills: February 23, 2022 through March 7, 2022.
2. Addendum Warrants: February 23, 2022 through March 7, 2022.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2022-02-11	LAST RESOLUTION	3237
NEXT ORDINANCE	2022-03-12	NEXT RESOLUTION	3238

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

February 22, 2022

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:03 p.m. and requested that Clerk Julia Schwarze call the roll.

Present: Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Mary Frusolone, Matt McCarthy, Clerk Julia Schwarze 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, Finance Director Jon Batek, Community Development Director Don Bastian, Assistant Village Engineer Adam Frederick, Public Works Director Phil Modaff, Chief of Police Bill Holmer, Deputy Chief of Police John Jungers, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera, and Village Attorney Jim Rhodes

Scout Troop 98 presented the Colors and led the audience in the Pledge of Allegiance.

MINUTES:

Trustee Frusolone moved and Trustee Zalak made the second to approve the Minutes of the February 7, 2022 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 1 Trustee McCarthy

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Garvey made the second to approve the Minutes of the February 7, 2022 Special Workshop Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 1 Trustee McCarthy

Absent: 0

The motion passed.

LISTENING POST:

1. Addresses from Audience (3 Minutes) – None

PUBLIC HEARINGS:

None.

CONSENT AGENDA:

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

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

Nays: 0

Abstain: 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
Abstain: 0
Absent: 0

The motion passed.

Trustee Frusolone moved and Trustee Gieser 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
Abstain: 0
Absent: 0

The motion passed.

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

22-0007 – Village of Carol Stream – 500 N. Gary Avenue

Zoning Text Amendment-Unified Development Ordinance (UDO) – Miscellaneous Modifications

Recommended Approval 5-0

The Village Board concurred with Plan Commission’s recommendations.

22-0008 – Village of Carol Stream – 500 N. Gary Avenue

Adoption of the 2022 Official Zoning Map

Recommended Approval 5-0

The Village Board concurred with Plan Commission’s recommendations.

First Amendment to Non-Exclusive License Agreement with Verizon Wireless for the Lies Road Water Tower. (1015 Lies Road):

The Village Board approved the First Amendment to the Non-Exclusive License Agreement with Verizon Wireless to install three (3) additional antennas to the Lies Tower.

Authorization for the purchase and delivery of ERT’s from United Systems in the amount not to exceed \$13,556.60, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(C) of the Carol Stream Code of Ordinances:

The Village Board approved purchase and delivery of ERT's from United Systems in the amount of \$13,556.60.

Authorization for the purchase and delivery of AMR registers from Midwest Meter, Inc. in an amount not to exceed \$11,952.00, pursuant to the provisions of Sections 5-8-3(B) and 5-8-14(C) of the Carol Stream Code of Ordinances:

The Village Board approved purchase and delivery of AMR registers from Midwest Meter, Inc. in the amount of \$11,952.00.

Authorization to approve a Contract Extension with Prime Landscaping for Plant Bed Maintenance Services in the amount of \$25,414.63 for the period of May 1, 2022 through April 30, 2023, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances:

The Village Board approved a contract extension with Prime Landscaping for Plant Bed Maintenance Services in the amount of \$25,414.63 for the period of May 1, 2022 through April 30, 2023.

Authorization to approve a Contract Extension with Prime Landscaping for Mowing of Rights-of-Way and Village Properties in the amount of \$52,383.13 for the period of May 1, 2022 through April 30, 2023, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances:

The Village Board approved a contract extension with Prime Landscaping for mowing of rights-of-way and village properties in the amount of \$52,383.13 for the period of May 1, 2022 through April 30, 2023.

Ordinance No. 2022-02-10 Amending Chapter 6 (Building Construction and Maintenance Codes) and Chapter 12 (Annexations, Public Ways and Properties) of the Carol Stream Code of Ordinances:

The Village Board amended Chapter 6 to correct references to Annexation Fees and Land and Cash Donations and amended Chapter 12 to reflect updated zoning district names following adoption of the Unified Development Ordinance.

Resolution No. 3236 Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream:

The Village Board approved the 2022 Official Zoning Map of the Village of Carol Stream.

Resolution No. 3237 Approving a Settlement Agreement and Release by and between the Village of Carol Stream, CMC Building Group, LLC, Landmark Infrastructure Holding Company LLC, LD Acquisition Company 14 LLC and Outfront Media LLC with respect to 2020 CH 00645:

The Village Board approved a settlement agreement and release with respect to 2020 CH 00645.

Raffle License Application and Amplification Permit Request – Fall Fest:

The Village Board approved a raffle license and amplification permit, waived the fees for both and waived the manager’s fidelity bond for the raffle license for Fall Fest to be held on September 24, 2022.

Amplification Permit Request – Kids Day:

The Village Board approved an amplification permit and waived the fees for the Kids Day event to be held on May 21, 2022.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated February 22, 2022 in the amount of \$970,001.67. The Village Board approved the payment of Addendum Warrant of Bills from February 8, 2022 thru February 22, 2022 in the amount of \$664,882.80.

Non-Consent Agenda Items:

- 1. Agenda Item I.1. was pulled off the consent agenda by Trustee Garvey in order to state his opposition to the Amendment to Chapter 16 of the Carol Stream Code of Ordinances concerning the addition of Video Gaming Cafes. Trustee McCarthy moved and Trustee Berger made the second to Amend Chapter 16 of the Carol Stream Code of Ordinances (Unified Development Ordinance-Miscellaneous Modifications) to include Video Gaming Cafes. The results of the roll call vote were as follows:*

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

Nays: 1 Trustee Garvey

Abstain: 0

Absent: 0

The motion passed as Ordinance No. 2022-02-11.

REPORT OF OFFICERS:

Trustee Berger commended Trustee McCarthy on his successful Relay for Life Bags Tournament and thanked Scout Troop 98 for presenting the colors and leading the audience in the Pledge of Allegiance.

Trustee Garvey commended the Police Department for their consistent efforts at crime prevention and deterrence in our village. He acknowledged the reputation our department has built up being tough on crime and keeping Carol Stream a safe community.

Trustee Zalak announced that he was dressed in black to recognize the birthday of one of his favorite songwriters, Johnny Cash; thanked Troop 98 for coming in to present the colors and lead the Pledge of Allegiance; reported the extension of the Rotary Club coat drive to February 23rd; warned of a new scam in which fraudsters pretend to represent the Police Department soliciting personal information regarding t-shirts; and asked everyone to keep first responders and the military in their thoughts and prayers.

Trustee Gieser congratulated Troop 98 for joining us tonight and invited them to participate in the Carol Stream 4th of July parade on July 2nd by signing up at carolstreamparade.com; announced some of the parade entries received so far; congratulated Assistant to the Village Manager Messino on securing the hit movie "Encanto" for this summer's Movie in the Park; and encouraged everyone to go and get their routine medical check-ups that may have been put off during the pandemic.

Trustee Frusolone thanked Troop 98 for presenting the colors and leading us in the Pledge of Allegiance; commended the Police Department Chiefs and staff for their excellent job working with other agencies to quickly apprehend the offenders in the recent local store robbery; thanked the Police Department for keeping Carol Stream safe; gave kudos to the Public Works department for handling the recent snow squall so well; and remarked how impressed she was with the level of generosity for the Relay for Life Bags Tournament.

Trustee McCarthy commended Public Works and the Police Department for continually doing a great job for our community; thanked all the sponsors, partners and donors for the Relay for Life Bags Tournament; announced the new fundraising goal of \$18,000 and how it would be split up among local charities; reported a kids tournament coming the 12th or 13th of March; and thanked all the volunteers who keep the tournament running so well.

Assistant to the Village Manager Messino gave an update on the Concert Series and Movie in the Park. She announced the current level of sponsor donations and invited interested sponsors to apply at concertseries@carolstream.org.

Clerk Schwarze thanked everyone for their prayers for her friend Fred Foster whom she was able to see one last time before he passed away on February 11th; extended her condolences to the family of West Chicago City Clerk Nancy Smith who passed away February 9th; congratulated Trustee McCarthy on another successful Bags Tournament that brings the community together for a good cause; and reminded everyone to shop and dine in Carol Stream.

Attorney Rhodes spoke about a recent IML legislative alert concerning changes to the Tax Increment Financing act, recommended that we look at the IML Position Paper on the proposed bill and contact our senators to express our disapproval.

Village Manager Mellor confirmed that the Village of Carol Stream has officially contacted our local state representatives to state our opposition to the proposed changes to the TIF act; announced the new online building permit portal and invited Community Development Director Bastian to give an overview of the new system; recognized new businesses in town Tasty House 1 and Chicago Fish & Chicken Restaurant; and reported that the village will soon be recruiting summer seasonal help for the Public Works and Engineering Departments.

Mayor Saverino encouraged everyone to do their homework before the upcoming elections and especially look for honest candidates; thanked Chief Holmer and the Police Department for making us proud and keeping Carol Stream safe; commended the Police Department on procuring body cams ahead of the required schedule; congratulated Public Works on their excellent job clearing our streets of snow and ice and keeping residents safe; and reported that his wife is starting to feel a little better and is grateful for the support from doctors, family and friends.

At 6:48 p.m., Trustee Frusolone moved and Trustee McCarthy made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

February 22, 2022

Mayor Frank Saverino, Sr. called the Special Workshop Meeting of the Board of Trustees to order at 6:57pm and directed Clerk Julia Schwarze to call the roll.

Present: Mayor Frank Saverino, Sr., Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser, Mary Frusolone and Matt McCarthy, Village Clerk Julia Schwarze

Absent: None

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Assistant to the Village Manager Tia Messino, Finance Director Jon Batek, Public Works Director Phil Modaff, Community Development Director Don Bastian, Assistant Engineering Services Director Adam Frederick, Chief of Police Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera, Superintendent of Operations Ron Roehn, Deputy Chief John Jungers and Deputy Chief Don Cummings.

FY 23 Budget Workshop #2 – General Fund

Finance Director Batek led the Village Board in a more detailed discussion of the General Corporate Fund, followed by individual Department discussions of their FY 2023 budget proposals.

Assistant to Village Manager Messino reviewed the highlights of Village Board, Village Clerk, Administration and Special Events budgets (\$100,000 partially underwritten by sponsors).

Assistant Village Manager Carey reviewed the highlights of the Building Maintenance budget.

Finance Director Batek reviewed the highlights of the Financial Management budget.

Human Resources Director Rebholz reviewed the highlights of Human Resources and Board of Fire & Police Commissioners budgets.

Assistant Engineering Services Director Frederick reviewed the highlights of Engineering Services budget.

Village of Carol Stream

FY 23
 Budget Workshop #2
GENERAL FUND – Part 2

February 22, 2022

Agenda

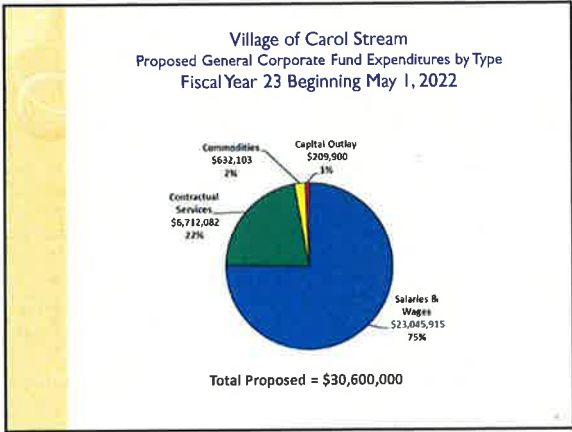
GENERAL FUND

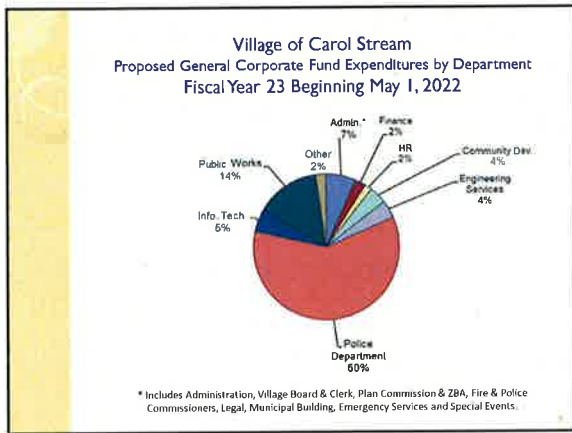
- o Revenue and Expenditure Summary
- o Proposed Expenditures by Category
- o Departmental Budget Highlights

FY23 General Fund Summary

	FY22	FY23	%
	<u>Budget</u>	<u>Proposed</u>	<u>Change</u>
Total Revenues	\$ 28,740,000	\$ 31,600,000	10.0%
Total Expenditures	<u>(28,740,000)</u>	<u>(30,600,000)</u>	6.5%
Surplus / (Deficit)	\$ -	\$ 1,000,000 *	

* Budgeted surplus is reflected as a future transfer to fund the Village's 5 year Capital Improvements Program CIP.





Proposed FY23 General Fund Expenditures

	Actual FY20/21	Revised Budget FY21/22	Estimated FY21/22	Proposed Budget FY22/23	FY22/23 Proposed to FY21/22 Budget
Personal Services	\$ 12,688,075	\$ 13,740,259	\$ 13,073,509	\$ 14,414,135	\$ 671,879 4.9%
Seasonal Help	19,743	59,108	12,342	40,800	(18,306) -31.0%
Court Time	88,997	136,000	101,000	117,000	(19,000) -14.0%
Overtime	875,071	838,350	836,225	858,900	22,550 2.7%
Group Insurance	1,703,843	1,964,313	1,797,148	2,070,867	76,554 3.6%
IMRF	863,845	922,330	872,529	927,931	5,601 0.6%
FICA	898,341	1,060,916	1,019,225	1,106,847	48,931 4.6%
Work Comp	312,132	312,132	312,132	312,132	- 0.0%
Unemployment	372	-	-	-	- 0.0%
Police Pension	2,862,409	3,068,127	3,068,106	3,194,300	126,173 4.1%
Total Salaries & Wages	20,382,628	22,131,535	21,092,214	23,045,915	914,382 4.1%
Contractual Services	5,856,437	5,913,472	5,467,650	6,712,082	788,610 13.5%
Commodities	371,037	627,695	491,666	632,103	(5,592) -0.9%
Capital Outlay	343,890	57,300	148,470	209,900	152,600 286.3%
Total Expenditures	\$ 26,754,152	\$ 28,740,000	\$ 27,200,000	\$ 30,800,000	\$ 1,860,000 6.5%

**Proposed FY23
General Fund Budget
DEPARTMENT HIGHLIGHTS**

Department Highlights

Village Board & Clerk

- Dues & Subscriptions – DMMC, IML, Mayors Caucus, CMAP, Chamber, Clerks Assoc. (\$44K)
- New quarterly printed Senior Newsletter (\$2K).
- Senior Council support contribution continues (\$10K).
- 4th of July Parade Committee support contribution (\$10K).

Administration

- Part-time Administrative Intern to assist across departments and enhance communication and event initiatives (\$28K).
- Village promotional videos (\$6.8K).

Department Highlights

Special Events

- Budgeted for expanded events including 7 concerts, Movie in the Park, Kid's Day, Fall Fest, Fireworks, and Taste of Carol Stream (\$100K).

Building Maintenance

- Allocated \$15K for Holiday Lights at the Town Center.

Department Highlights

Financial Management

- Elimination of one vacant part-time Customer Service Representative, reducing authorized department staffing from 8.9 to 8.4 full-time equivalent (FTE) positions.
- Total department budget remains flat (0.2% increase) compared to fiscal year 2022.
- Initiatives for FY23 include working with Information Technology to upgrade existing financial management software systems to a new server environment.
- Upon completion of system upgrades, explore improved on-line features for our utility customers.

Department Highlights

Human Resources

- Continue focus on Village Board strategic objectives identified in the 2021 Village Board / Executive Team planning workshop (\$10K).
 - Employee Wellness
 - Attraction, Recruitment and Retention
 - Training and Professional Development Opportunities

Board of Fire & Police Commissioners

- Major focus in the Attraction and Retention of quality Police personnel (\$18K).

Department Highlights

Engineering Services

- Reduced the Stormwater Review Consultant account by \$40K by performing in-house stormwater reviews.
 - Reduces developer cost.
 - Shortens review time.
- Equipment Purchase – Laser Level and Lenker Rod (\$1.2K).
- Recommending to fill the vacant Engineering Technician position.
 - Increased capital project load in FY23 and FY24.
 - Succession planning.

Department Highlights

Community Development

- **Part-Time Planning Technician** – Requesting a 19 hr./week Planning Technician to handle routine, entry level tasks to free up management staff to address higher-complexity work (\$30K).
- **Business Retention Program** – Develop and implement a Business Retention Program for structured visits to Carol Stream businesses (\$1.5K).
- **Economic Development Event** – Plan and hold an Economic Development Event with programming targeting a specific Carol Stream business segment (\$1K).
- **Retail Market Study** – Funding for a consultant to prepare a Retail Market Strategy and Study to assist retail attraction and retention efforts (\$40K).
- **Economic Incentive** – Funding for an as-needed, Board approved business incentive (\$25K).

Department Highlights

Information Technology

- **Desktop/Mobile**
 - Replacement of 17 aged/failing mobile computers and associated peripherals (\$35K).
 - New computer equipment and licensing to support staff requests and changes (7) (\$15,6K).
- **Servers**
 - Replacement of 3 servers (\$40K).
- **Infrastructure Improvements**
 - Firewall replacement (\$10K).
 - Current firewall will not be supported after FY23.

Department Highlights

Information Technology (cont.)

- **Data Backup and Recovery**
 - Backup tape library (\$25K).
 - Improves recovery and retention capabilities.
 - In accordance with the strategic goal of improving the Village's cyber security posture.
- **Cyber Security Consulting (\$15K).**
 - Security Policy Review (completed FY22).
 - Risk Assessment (planned early FY23).
 - Incident Response (planned late FY23).
 - Business Continuity (FY24).

Department Highlights

Public Works Department

- Year one of two-year replacement program for all salt-spreading in-cab controller units (\$20K/year).
- Leasing of a Road Weather Information System (RWIS) to provide real-time data to assist in deployment decision-making and operational strategies (\$12K/year).
- Complete contracted painting of 16 decorative light poles on Lies Road (\$4K) and street light control cabinets (\$8K). Project started in FY22.
- Hire full-time Facility Technician for all PW facilities.
- Street sweeping contract (\$90.5K). Program analysis to be conducted prior to next budget year.

Department Highlights

Public Works Department (cont.)

- Resume use of seasonal employees for mowing; decrease from 6 to 4 employees and increase hourly rate to \$15/hr. to be competitive (\$30K).
- Replace wide-area mower deck (\$8K).
- Expand use of bucket scales to second loader and skid steer to improve tracking costs and inventories (\$9.5K).
- Contracted planting of 150 parkway trees (\$55K).
- Re-classify existing Public Works Employee (PWE) to Arborist.

Department Highlights

Police Department

- Staffing – Part-time Records Clerk (\$27K).
 - Reinstatement of previous position.
 - Non-IMRF, Less than 1,000 hours.
 - Reduce overtime.
 - Relieve pressure on full-time staff.
- Outreach
 - Bicycle Patrol (\$5.2K).
 - Continue to find ways to be approachable.

Department Highlights

Police Department (cont.)

- Technology
 - License Plate Readers (\$15K).
 - 6 cameras.
 - Collaborative effort countywide.
 - Case Management Software (\$7.5K).
 - Modernize Social Services Unit.
 - Proper tracking of information.

Next Steps / Key Dates

- Monday, March 7, 2022
 - Budget Workshop – **Capital Improvement Program (CIP)**
- Monday, March 21, 2022
 - Budget Workshop – **Water and Sewer Fund and Other Funds**
- Friday, April 1, 2022
 - Draft FY23 Budget distributed to the Village Board and available for public review in the Village Clerk's Office and carolstream.org
- Monday, April 18, 2022
 - 6:00 pm Village Board Meeting – Public Hearing and subsequent adoption of FY23 Budget and FY23-FY25 Financial Plan.

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
February 28, 2022.***

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: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Absent: 2 Commissioners Battisto and Petella

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

MINUTES:

Commissioner Christopher moved and Commissioner Meneghini seconded the motion to approve the minutes of the Regular Meeting held on February 14, 2022.

The results of the roll call vote were:

Ayes: 3 Commissioners Christopher, Meneghini, and Chairman Parisi

Nays: 0

Abstain: 2 Commissioners Morris and Tucek

Absent: 2 Commissioners Battisto and Petella

The motion passed by a majority vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Petella

The motion passed by unanimous vote.

Case #22—0002 – Weiss Commercial Properties – 167-169 Easy Street
Amendment to a Special Use Permit for Outdoor Storage in the form of a Salt Storage Bin

Chairman Parisi swore in Mr. Craig Weiss and asked him to give his presentation.

Mr. Weiss stated he has a Special Use Permit for outdoor storage for 167-169 Easy Street. He is requesting approval of an amendment to allow a second salt storage bin and to remove some of the current truck storage to support that.

Commissioner Parisi asked for questions or comments from the audience and there was none.

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

Mr. Farace stated the applicant is seeking an amendment to his previously approved Special Use Permit for outdoor storage to install another salt storage bin. Mr. Weiss owns and operates both the 163-165 as well as the 167-169 buildings which are connected with a shared driveway. His lawn service and snow removal company is on both properties, and a few years back, Special Use Permits were granted for both properties for outdoor storage of trucks and trailers. The 163-165 Easy Street property did also receive approval for the installation of a salt storage bin. However, when the 167-169 East Street property received the outdoor storage approval, a salt bin was not approved at that time. There is adequate parking to accommodate the required parking demand for the property. Weiss Commercial Properties is the only business in that building so Staff is recommending approval of this Special Use Amendment for this request.

Chairman Parisi asked if there were any comments or questions from the Commission.

Commissioner Morris asked what is the identical structure next to the already erected salt storage bin and what do you do with the salt at the end of the season.

Mr. Weiss responded it is the other salt storage bin and we are good at ordering so we end the season with very little salt left. Maybe we have 20 tons remaining which is covered and protected so it does not end up in the storm sewer system.

Commissioners Christopher, Meneghini, Tucek and Chairman Parisi had no questions.

Commissioner Meneghini moved and Commissioner Tucek seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Petella

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, March 7, 2022, at 6:00 PM for review.

Draft

Case #22-0005 – Muehlfelt Enterprises Inc. – 211 E. St. Charles Road
Amendment to a Special Use Permit for Outdoor Storage in the form of Two Storage Containers

Chairman Parisi swore in Mr. Josh Muehlfelt and asked him to give his presentation.

Mr. Muehlfelt stated they put two steel buildings up in order to store plastics and materials. We are a sewer/water company that does a lot of work in Wheaton, Carol Stream and Glen Ellyn. This was done to protect our equipment and material we use in every day work.

Commissioner Parisi asked for questions or comments from the audience and there were none.

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

Mr. Farace stated Muehlfelt Enterprises is seeking an amendment to a Special Use Permit for outdoor storage. The building is a multi-tenant, industrial building with five or six businesses in the building. This property was annexed into the Village, and at that time, there were some Special Uses and Variations that were approved. A few years ago there was an amendment to those Special Uses that was granted for the outdoor storage on the east side of the property was expanded. Muehlfelt has some storage items in the eastern portion of the property where they have two tenant spaces in this multi-tenant building. They also are recently located in the western most tenant space at 211 that was previously a repair type business. The provisions for the fenced in storage area on the west side of the property was storage for vehicles associated with that repair use. The metal storage buildings installed by the applicant do not fit in with the criteria of the previous Special Use so an amendment is required. Staff looked at parking which is adequate and how the overall appearance of the new storage structures fit in with regards to the building itself. Staff feels comfortable with supporting this Special Use Amendment request.

Commissioner Parisi asked for questions or comments from the Commission.

Commissioner Meneghini asked if the applicant is familiar with the three conditions the Staff has recommended.

Mr. Muehlfelt stated no, I am not.

Mr. Farace stated where the conditions are located in the Staff Report and read them to Mr. Muehlfelt.

Mr. Muehlfelt responded he understands the conditions and will comply.

Commissioners Christopher, Morris, Tucek and Chairman Parisi had no questions.

Commissioner Christopher moved and Commissioner Meneghini seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Petella

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, March 7, 2022, at 6:00 PM for review.

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

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Petella

The motion passed by unanimous vote.

NEW BUSINESS:

OLD BUSINESS:

OTHER BUSINESS: Cancel March 14, 2022, PC/ZBA Meeting

Commissioner Christopher moved and Commissioner Meneghini seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Petella

The motion passed by unanimous vote.

ADJOURNMENT:

At 6:15 p.m. Commissioner Christopher moved and Commissioner Meneghini seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Morris, Tucek and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioners Battisto and Petella

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Patty Battaglia
Planning and Permitting Assistant

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

Chairman

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: March 1, 2022

RE: **Agenda Item for the Village Board Meeting of March 7, 2022**
PC/ZBA Case 22-0002, Weiss Commercial Properties, LLC – 167-169 Easy Street,
Amendment to a Special Use Permit for Outdoor Storage

Mr. Craig Weiss with Weiss Commercial Properties, LLC requests approval of an Amendment to a Special Use Permit for outdoor storage for a salt storage bin at the 167-169 Easy Street property.

In 2019, the applicant received approval of a Special Use Permit for outdoor storage of trucks and trailers at the subject property. The applicant operates Weiss Lawn Care, and utilizes both the subject property and the adjacent 163-165 Easy Street property for his lawn care and snow removal business. The applicant added a salt storage bin in the northwest corner of the property and behind the building. The storage bin on the subject property is similar to the bin approved on the 163-165 Easy Street property, and is approximately six feet tall, 15 feet wide, and 32 feet deep. The storage bin is surrounded by a concrete block wall and has a protective cover that is approximately 24 feet tall. The storage bin occupies three parking spaces, but there is still adequate on-site parking to meet parking requirements for the property.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 25, 2022. At its meeting on February 28, 2022, by a vote of 5-0, the PC/ZBA recommended approval of the Amendment to the Special Use Permit request subject to the conditions in the February 28, 2022 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to the Special Use Permit for outdoor storage for Weiss Commercial Properties, LLC, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Craig Weiss, Weiss Commercial Properties

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: March 1, 2022

RE: **Agenda Item for the Village Board Meeting of March 7, 2022**
PC/ZBA Case 22-0005, Muehlfelt Enterprises, Inc. – 211 E. St Charles Road,
Amendment to a Special Use Permit for Outdoor Storage

Mr. Karl Muehlfelt with Muehlfelt Enterprises, Inc. requests approval of an Amendment to a Special Use Permit for outdoor storage for a two storage structures at the 211-231 E. St Charles Road property.

The 211-231 E. St. Charles building is approximately 14,000 square feet in size and contains six tenant spaces. In 1986, 2006, and 2018, zoning approvals were granted to the subject property for various Special Use Permits for businesses within the building and fenced outdoor storage areas on the east and west sides of the property. Special Use Permit conditions for the west storage area were specific to the westernmost tenant space in the building (211 E. St Charles) which was a former repair shop, and indicated that only vehicles associated with the business could be stored in this area. Muehlfelt Enterprises was already located in one of spaces in the building (223 E. St Charles), and expanded into the 211 E. St Charles space a couple of years ago. Recently, Muehlfelt Enterprises installed two storage structures in the west storage area, and an amendment to the previously approved Special Use Permit is now requested.

The two metal storage structures store material and equipment used in conjunction with the business. The storage structures occupy approximately nine parking spaces, but overall parking for the subject property will still be adequate outside of the storage areas. Staff supports the Special Use Amendment for the storage structures given their location within a fence-in area and the appearance and materials of the structures closely matching the metal materials on the main building on the property.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 25, 2022. At its meeting on February 28, 2022, by a vote of 5-0, the PC/ZBA recommended approval of the Amendment to the Special Use Permit request subject to the conditions in the February 28, 2022 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to the Special Use Permit for outdoor storage for Muehlfelt Enterprises, Inc., subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Karl Muehlfelt, Muehlfelt Enterprises, Inc.

Village of Carol Stream
Interdepartmental Memorandum

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Director of Engineering Services 

DATE: February 28, 2022

RE: Petition to the Illinois Commerce Commission to Construct the Lies Road Bike Trail across the Chicago, Central and Pacific Railroad

In August of last year, the Village Board authorized the Village Attorney to file the required petition and represent the Village in this matter. Since then, we have made slow progress with the Railroad preparing a License Agreement and developing a cost estimate for construction of the crossing. The agreement preparation is \$1,000 and the estimate for crossing construction is \$63,890 for a total of \$64,890.

The original estimate was \$15,000 for a rubberized crossing only, but the railroad's estimate includes new rails, spikes, anchors, ties and other improvements designed to make the crossing more durable and last longer. Although not guaranteed, Engineering staff will be submitting a request to our federal grant funding to help pay for 80% of the cost of this increase. The Capital Improvements Program has also been adjusted to reflect this cost increase.

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

Attachments

Cc: James Rhodes, Klein, Thorpe & Jenkins, Ltd.
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Adam Frederick, Assistant Village Engineer



Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

LIES ROAD BIKE PATH SURFACE EXTENSION AND BELL INSTALL 911769T

Location: LIES ROAD
 Company Name: Chicago Central & Pacific Railroad Company
 Subdivision Name: FREEPORT
 Mile Post: 29.37
 State: IL
 Survey Network Number:
 Track Network Number:
 Signal Network Number:
 Buy American Certification Required? Yes
 Agency: CN-US-3rd Party Customers
 Labor Additive Type: Agency/CN Approved

Labor	\$36,391
Material	\$19,147
Other	\$8,352
Total Capital Cost	\$63,890
PW Material	\$0
Donation	\$0
TOTAL PROJECT COST	\$63,890

Created By: NW BURWELL
 Revised By: NW BURWELL
 Created Date: September 28, 2021
 Date Revised: February 11, 2022
 Status:

Description	GANG SIZE	DAYS	MANDAYS	PRICE	TOTAL
LABOR					
Unload/Distribute Material	2	1	2	\$350	\$700
Construct Track	5	1	5	\$350	\$1,750
Surfacing	3	2	6	\$350	\$2,100
Welding	2	1	2	\$350	\$700
Install Crossings	6	2	12	\$350	\$4,200
S&C Labor	2	2	4	\$350	\$1,400
TOTAL DIRECT LABOR		MD:	31		\$10,850

Description	TOTAL
MATERIAL	
New Rail	\$934
Track Spikes	\$257
Rail Anchors	\$233
Minor OTM	\$4,210
Track Ties	\$3,575
Ballast	\$1,700
Crossing Materials	\$5,307
Signal & Communications Material	\$1,222
Subtotal New / Capitalized Material	\$17,438
TOTAL DIRECT MATERIAL	\$17,438

Description	UM	QTY	PRICE	TOTAL
OTHER				
Engineering				
Total Engineering				\$0
Real Estate				
Total Real Estate				\$0
Grading				
Total Grading				\$0
Contractor Track Construction				
Total Contractor Track Construction				\$0
Utilities				
Total Utilities				\$0
Signal and Communications				
Total Signal and Communications				\$0
Bridge & Structures				
Total Bridge & Structures				\$0
Hauling/Disposal				
Total Hauling/Disposal				\$0
Miscellaneous				
Per Diem (BMW Labor)	MD	27	\$87	\$2,349
Per Diem (S&C Labor)	MD	4	\$140	\$560
Contingency	SUM	5%	\$60,847	\$3,043
Holland Flash Butt Welding	EA	2	\$1,200.00	\$2,400
Total Miscellaneous				\$8,352
TOTAL OTHER				\$8,352

Description	UM	QTY	PRICE	TOTAL
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Operations Special Capital Project Estimate

Design and Construction
Homewood, IL

Southern Region

LIES ROAD BIKE PATH SURFACE EXTENSION AND BELL INSTALL 911769T

ADDITIVES				
Labor Capitalized Surcharges	USD	\$10,850	235.40%	\$25,541
Material Capitalized Surcharges	USD	\$17,438	9.80%	\$1,709
TOTAL ADDITIVES				\$27,250

DONATION	Amount	TOTAL
TOTAL DONATION		\$0


TOTAL CAPITAL COST	\$63,890
TOTAL NON-CAPITALIZED COST (PW MATERIALS)	\$0
TOTAL DONATION	\$0
TOTAL PROJECT COST	\$63,890

MATERIAL FORECAST FOR :

Material Description	State Tax	UM	QTY	Unit Price	Total
NEW RAIL					
RAIL 115 LB ALL MANUF/METAL/PROCESS	6.25%	FT	40	\$19.10	\$934
TOTAL NEW RAIL					\$934
TRACK SPIKES					
SPIKE TRACK 5/8IN X 6IN AREMA 60 PER CAN	6.25%	CAN	6	\$35.00	\$257
TOTAL TRACK SPIKES					\$257
RAIL ANCHORS					
ANCHOR RAIL 136# HD OVR DRV STOP TS1313	6.25%	EA	125	\$1.52	\$233
TOTAL RAIL ANCHORS					\$233
MINOR OTM					
Rail Frgd Comp 115RE New to 90RA Wrn LH 26ft	6.25%	EA	1	\$1,721.96	\$2,105
Rail Frgd Comp 115RE New to 90RA Wrn RH 26ft	6.25%	EA	1	\$1,721.96	\$2,105
TOTAL MINOR OTM					\$4,210
TRACK TIES					
Tie, Switch, 9ft, pre-pltd, 5.5in base tps	6.25%	EA	26	\$112.53	\$3,575
TOTAL TRACK TIES					\$3,575
BALLAST					
BALLAST AREA 5	6.25%	TN	40	\$40.00	\$1,700
TOTAL BALLAST					\$1,700
CROSSING MATERIALS					
CROSSING VIRGIN RUBBER 115 # 9' TIES	6.25%	FT	21	\$206.80	\$5,307
TOTAL CROSSING MATERIALS					\$5,307
Signals & Communications Materials					
S&C MATERIALS (Per S&C Dept Estimate)	6.25%	LS	1	\$1,150.00	\$1,222
TOTAL SIGNAL & COMMUNICATIONS					\$1,222
				TOTAL MATER	\$17,438

V.4.5

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: March 2, 2022
RE: AMR Program Contract Administrative Assistant -- GovTemps USA

Since July 2018 Public Works has utilized the services of a GovTemps USA contract clerical employee to support the AMR Replacement Program. At the end of last year the contract employee accepted full-time work elsewhere. We have since found a replacement and are seeking approval of the attached Employee Leasing Agreement to help bring us to the conclusion of the AMR Replacement Program by the end of this calendar year.

GovTemps has prepared the attached Employee Leasing Agreement, which is substantively the same as the prior agreement and other agreements the Village holds with GovTemps. If approved by the Village Board on March 7, the proposed agreement would run from March 8, 2022 through December 31, 2022. However, if the AMR Program concludes prior to the ending date, the contract can be terminated with two weeks' notice.¹

Staff recommends the Village Board approve a Motion authorizing the Village Manager to execute the attached Employee Leasing Agreement with GovTemps USA for contract clerical services for the period March 9, 2022 through December 31, 2022.

Attachments

¹ Staff anticipates the AMR Program will be completed by November 1, 2022 (assuming no future program suspensions due to COVID-19).

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made this 7th day of March, 2022 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and **Village of Carol Stream** (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

RECITALS

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

AGREEMENT

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

SECTION 1 SCOPE OF AGREEMENT

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

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

SECTION 2
SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 3
FEES PAYABLE TO GOVTEMPS**

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

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

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

**SECTION 4
INSURANCE**

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

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

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

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

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

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

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

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

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

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

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

SECTION 6 NON-SOLICITATION

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

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

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

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

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

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

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

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

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

SECTION 8 ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

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

If to GovTemps:

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

If to the Municipality:

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

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

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

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


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

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

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

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

GOVTEMPSUSA, LLC,
an Illinois limited liability company

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

MUNICIPALITY
Village of Carol Stream

By: _____
Name: Robert Mellor
Title: Village Manager

EXHIBIT A
Worksite Employee and Base Compensation

WORKSITE EMPLOYEE: Alexander Perez

POSITION/ASSIGNMENT: Administrative Assistant

POSITION TERM: March 7, 2022 — December 31, 2022

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

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

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

BASE COMPENSATION: \$30.80 per hour for hours worked, based on a thirty-five (35)

hour work week (\$1,078.00 per week). Overtime rate of \$46.20/hour will be paid for hours

worked over 40 per week. Hours shall be reported weekly via timesheet to GovTempsUSA, LLC

via email at payroll@govtempusa.com on the Monday after the prior work week.

HOLIDAYS: Employee will not work or be paid for the following holidays: New Year's Day

Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Day after Thanksgiving

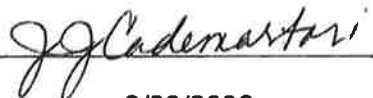
Christmas Eve, Christmas Day. If a holiday falls on a Saturday, the Village observes the holiday

on the preceding Friday. If a holiday falls on a Sunday, the Village observes the holiday on the

following Monday.

GOVTEMPSUSA, INC.:

MUNICIPALITY:

By: 

By: _____

Date: 2/23/2022

Date: _____

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

EXHIBIT B
Summary of Benefits

NOT APPLICABLE

ORDINANCE NO. 2022-__-__

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR OUTDOOR STORAGE (WEISS COMMERCIAL PROPERTIES, LLC / 167-169 EASY STREET)

WHEREAS, Craig Weiss, with Weiss Commercial Properties, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for Outdoor Storage in the form of a salt storage bin in accordance with Section 16-3-11 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 167-169 Easy Street, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 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 February 28, 2022, 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 Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use 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 Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Amendment, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Amendment:

1. Is deemed necessary for the public convenience at the location. *Weiss Commercial Properties has expanded over the past few years, and its landscaping and snow removal business can be viewed as beneficial to the public.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *It is believed that the concrete block bin, fencing, and the building itself will properly screen the salt storage from Easy Street; therefore, this outdoor activity should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other properties within the Industrial District have received Special Use approval for outdoor storage, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.*

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding 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 Special Use Amendment, as set forth in the above recitals, is hereby approved and granted to Weiss Commercial Properties, LLC subject to the conditions set forth in Section 3, upon the real estate commonly known as 167-169 Easy Street, Carol Stream, Illinois, and legally described as follows:

LOT 10 IN GARY-ST. CHARLES BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1980 AS DOCUMENT NO. R80-35893 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 10, 1980 AS DOCUMENT NO. R80-62291, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That all terms and conditions of previously approved Ordinance No. 2019-02-02 not specifically revised herein shall remain in full force and effect;
2. That a building permit must be obtained for the salt storage bin;
3. That salt will be stored only in the concrete block bin in the rear of the property, and not outside of the bin. Mulch may be stored in the bin during non-winter months, but no materials will be allowed to be stored elsewhere in the parking lot; and
4. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Plat of Survey denoting salt bin location (Exhibit A, received January 5, 2022).

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 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 7th DAY OF MARCH, 2022.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Julia Schwarze, Village Clerk

I, Craig Weiss, 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 permit. Weiss Commercial Properties, 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

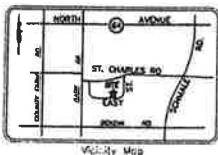
ALTA/NSPS LAND TITLE SURVEY

167-169 EASY STREET, CAROL STREAM IL., 60188

LOT 10 IN GARY-ST. CHARLES BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1980 AS DOCUMENT R90-35803 AND CERTIFICATE OF CORRECTION RECORDED OCTOBER 10, 1980 AS DOCUMENT R90-82291, IN DUPAGE COUNTY, ILLINOIS.

Permanent Index No.: 05-05-205-009

RECEIVED
JAN 05 2022
COMMUNITY DEVELOPMENT DEPT



LEGEND

(M) = MEASURED DIMENSION
(R) = RECORD DIMENSION

SYMBOL LEGEND

⊙	GAS METER
⊕	ELECTRIC METER
⊞	UTILITY BOX
⊚	WELT
⊕	STORM MANHOLE
⊞	CURB CATCH BASIN
⊙	STEEL POST
⊕	B-BOX
⊞	MONUMENTATION
+	DISHELED CROSS

LINE LEGEND

---	EX. CHAIN LINK FENCE
---	EX. BURIED ELECTRIC LINE
---	EX. BURIED GAS LINE
---	EX. WATER MAIN
---	EX. SANITARY SEWER

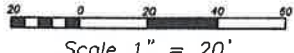
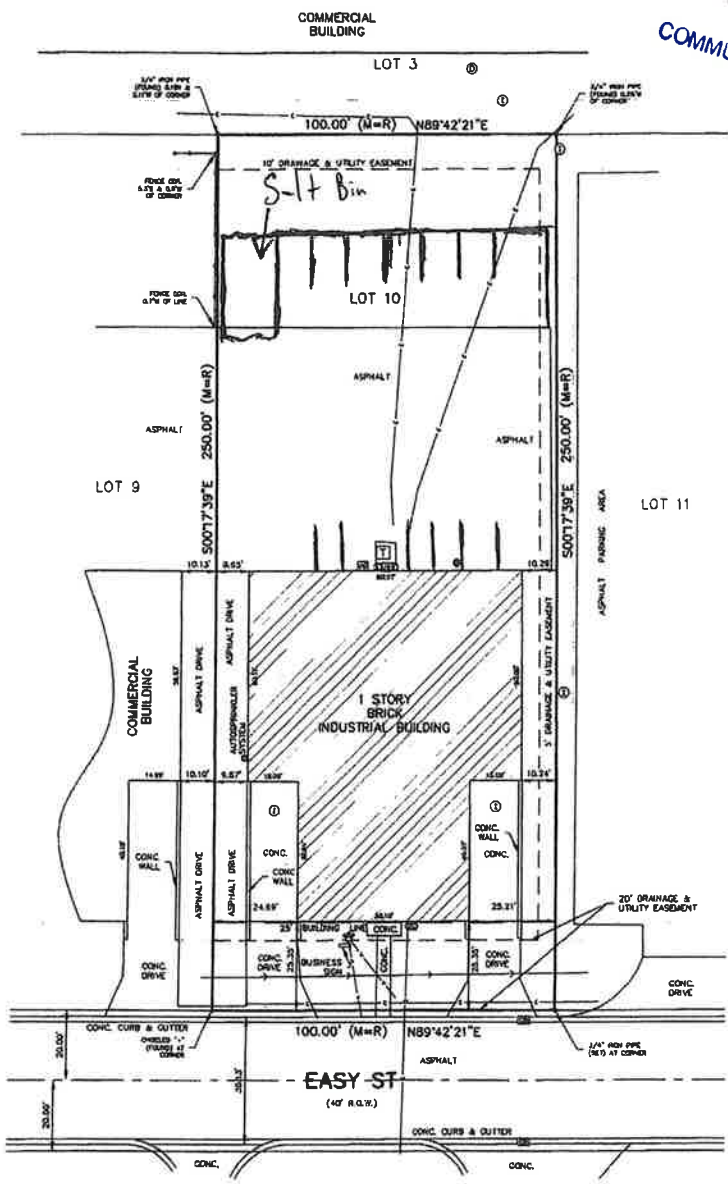
Miscellaneous Notes

PROPERTY AREA = 20000.00 SQ. FT.
± 0.53% AREA, MORE OR LESS
BUILDING AREA = 6810.5 SQ. FT.
BUILDING HEIGHT = 18.7 FT.
PARKING SPACES = NOT DELINEATED

No evidence of recent earth moving work or building construction on site.



LEAVE CORNER 11/12/18
Norbert V. Lambert Jr
2018 11.12 21 22:11 +18



ALTA/NSPS CERTIFICATION:

TO: 1. WEISS COMMERCIAL PROPERTIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
2. PNC BANK MORTGAGE, A DIVISION OF PNC BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS
3. ATTORNEY'S TITLE GUARANTEE FUND

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2018 MICHIGAN STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6a, 7a, 7b, 7c, 8, 9, 11, 18 OF TABLE "A", THEREOF.

THE FIELD WORK WAS COMPLETED ON 10/12/2018

DATE OF PLAT OR MAP: 11/12/2018

(SIGNED) *Norbert V. Lambert Jr.*
ILLINOIS LAND SURVEYOR NO. 1883, LICENSE EXPIRES 11/30/18
ILLINOIS DECISION FORM NO. 184-007280

NOTES TO USER OF GUARANTEE POLICY FOR RESTRICTIONS NOT SHOWN ON SURVEY:
ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
CORRECT ALL ERRORS BEFORE RECORDING AND REPORT ANY APPARENT DISCREPANCIES TO THE SURVEYOR.

FLOOD NOTE:
BY GRAPHIC PLOTTING ONLY, BASED ON "DUPAGE REGULATORY FLOOD MAP", MAP NUMBER 17043200156A, WHICH BEARS AN EFFECTIVE DATE OF JULY 7, 2016. THE PROPERTY IS NOT IN A SPECIAL FLOOD HAZARD AREA.

DESIGNED BY: *CHERYL WELLS* OPER. NO. 11234 FILE NO. 1000211

LAND SURVEYING AND CIVIL ENGINEERING

LAMBERT & ASSOCIATES 363 W. LIBERTY DR VERATON, IL 60187 P: (815)643-6331 F: (815)643-6390 E: INFO@LAMBERTSURVEY.COM	LAND TECHNOLOGY 3322 N. MAIN STREET MORRIS, IL 60009 P: (815)962-9200 F: (815)962-9253 E: LANDTECH@LT-PE.COM
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EXHIBIT A

ORDINANCE NO. 2022-__-__

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR OUTDOOR STORAGE (MUEHLFELT ENTERPRISES, INC / 211 E. ST CHARLES ROAD)

WHEREAS, Karl Muehlfelt, with Muehlfelt Properties, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for Outdoor Storage in the form of two storage structures in accordance with Section 16-3-11 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 211 E. St Charles Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 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 February 28, 2022, 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 Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use 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 Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Amendment, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Amendment:

1. Is deemed necessary for the public convenience at the location. *Muehlfelt Enterprises has increased its inventory of materials, and the two storage structures provide a covered location for said materials within the westernmost storage area.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *It is not believed the storage structures are detrimental to or endanger the public health, safety, morals, comfort or general welfare, and provide a covered location for materials and equipment.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other properties within the Industrial District have received Special Use approval for outdoor storage, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding 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 Special Use Amendment, as set forth in the above recitals, is hereby approved and granted to Muehlfelt Enterprises, Inc., subject to the conditions set forth in Section 3, upon the real estate commonly known as 211 E. St Charles Road, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN THE ST. CHARLES PARTNERS L.L.C. PLAT OF CONSOLIDATION, BEING A CONSOLIDATION IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That all terms and conditions of previously approved Ordinance No. 2018-11-42 not specifically revised herein shall remain in full force and effect;
2. That a building permit must be obtained for the storage structures; and
3. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Site Plan denoting storage structure locations (Exhibit A, received January 6, 2022).
2. Photo of Storage Structures with Dimensions (Exhibit B, received January 6, 2022).

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 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 7th DAY OF MARCH, 2022.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Julia Schwarze, Village Clerk

I, Karl Muehlfelt, 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 permit. Muehlfelt Enterprises, Inc. further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

RECEIVED

JAN 06 2022

COMMUNITY DEVELOPMENT
DEPT



Southernmost structure is 22 feet wide and 26 feet deep

Northernmost structure is 22 feet wide and 20 feet deep

Both structures are more than 30 feet away from the building

EXHIBIT B

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: March 1, 2022
RE: Liquor License – 7-Eleven, 550 W. Army Trail Road

Attached for your review and consideration is an Ordinance increasing the number of Class P Liquor Licenses by one. 7-Eleven Corporation has taken over this location. The application submitted by 7-Eleven, Inc. d/b/a 7-Eleven 33408J has found to be in order and background checks have been performed.

Mayor Saverino as Local Liquor Commissioner is recommending issuance of this license. Accordingly, staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2022-03-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM
CODE OF ORDINANCES BY INCREASING THE NUMBER OF CLASS P LIQUOR LICENSES
FROM 7 TO 8 (7-ELEVEN, INC. d/b/a 7-ELEVEN 33408J, 550 W. ARMY TRAIL RD)**

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

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

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

PASSED AND APPROVED THIS 7th DAY OF MARCH, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Robert Mellor, Village Manager *RM*
DATE: March 1, 2022
RE: Class P Liquor License – J & S Carol Gas Mart, Inc., 106 E. North Avenue

The Village has been notified that the sale of RMarts LLC d/b/a Carol Stream Shell did not go through with J & S Carol Gas Mart, Inc. d/b/a J & S Gas Mart. Accordingly the attached Ordinance reflects RMarts LLC d/b/a Carol Stream Shell continues to hold the Class P liquor license.

Staff recommends adoption of the attached Ordinance.

ORDINANCE NO. 2022-03-_____

AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE CAROL STREAM CODE OF ORDINANCES BY DECREASING THE NUMBER OF CLASS P LIQUOR LICENSES FROM 8 TO 7 (J & S CAROL GAS MART, INC. d/b/a J & S GAS MART, 106 E. NORTH AVENUE) AND INCREASING THE NUMBER OF CLASS P LIQUOR LICENSES FROM 7 TO 8 (RMARTS LLC d/b/a CAROL STREAM SHELL, 106 E. NORTH AVENUE)

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

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

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

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

PASSED AND APPROVED THIS 7th DAY OF MARCH, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

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 A"; 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 of the surplus property.

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 "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated February 23, 2022.

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 7th DAY OF MARCH, 2022

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

EXHIBIT "A"

Village of Carol Stream Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: February 23, 2022
RE: Surplus Declaration - Chemical Feed Pumps (WRC)

The Public Works Department has identified the following equipment, each with an original value above \$1,000, to be declared surplus:

WRC – Chemical Feed Pumps, Blue-White Peristaltic Pumps; Quantity 3

The WRC uses a total of six pumps for chemical additions of sodium hypochlorite and sodium bisulfite. Disinfection is seasonal, extending over a period from May 1 to October 31st each year. In preparation for the upcoming disinfection season, these chemical feed pumps were sent to the manufacturer for a (free) evaluation. Based upon the evaluation, three pumps were returned, found to have significant corrosion on circuitry boards and leaking oil seals on the drive motor. Repair costs amount to \$1500 per pump, or approximately 56% of the cost of a new pump.

Model number on all 3 pumps: AZV24-SNEE
Serial nos.: 000346906-160209
003346905-160209
000332232-160115


Given the age and the cost of repairs, we have opted to purchase replacement pumps and selected a pump that carries a five-year warranty. The old pumps have little or no value due to the extent of the repairs required to restore them to good working condition.



Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of them through appropriate recycling practices.

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 2, 2022

RE: Intergovernmental Agreement – DuPage County – Mowing Services

Several years ago the Village Board approved an Intergovernmental Agreement (IGA) with DuPage County which allows the Village to provide mowing services on DuPage County rights-of-way within the Village. In return for mowing the rights-of-way the Village is compensated at a rate established by the agreement applied to the total acreage serviced. The agreement approved ran through April 2022.

County has proposed the attached IGA for a new agreement with a four-year term (expiring November 30, 2025). There are three County roads in the Village where services are provided: County Farm Road, Gary Avenue and Schmale Road, totaling 25.78 acres. The Village's contractor mows all of these areas.

Based upon contract mowing costs for next season, I have calculated the total value of mowing County ROW's to be \$17,832.26. With the additional ten percent (10%) administrative and oversight fees (\$1,783.23), the total reimbursement from the County would total \$19,615.49. This remains a desirable agreement that will cover all associated Village costs and produce a better appearance of County rights-of-way within the Village.

Staff recommends that the Village Board adopt a Resolution authorizing the execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for mowing certain County right-of-ways for a period of four years ending November 30, 2025.

Attachment

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED AND APPROVED THIS 7th DAY OF MARCH, 2022.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Julia Schwarze, Village Clerk

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

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

WITNESSETH

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

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

COUNTY MOWING:

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

and;

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Carol Stream for the MUNICIPALITY to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS and SPECIFICATIONS:

GENERAL CONDITIONS

1. The MUNICIPALITY shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to eighteen (18) additional mowing(s) as necessary per year for four (4) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the MUNICIPALITY shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the MUNICIPALITY of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the MUNICIPALITY, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the MUNICIPALITY shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The MUNICIPALITY agrees, covenants, and understands that the MUNICIPALITY bears sole liability for any injury or damage caused by the MUNICIPALITY under this Agreement and that the COUNTY shall not accept any liability whatsoever from the MUNICIPALITY except where any injury or damage is caused by the COUNTY.

6. Indemnification

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

7. Insurance

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

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
- (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The MUNICIPALITY shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the MUNICIPALITY to the COUNTY immediately upon request. Additionally, the MUNICIPALITY shall include in all its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The MUNICIPALITY shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The MUNICIPALITY will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The MUNICIPALITY understands that it is to the MUNICIPALITY's benefit to diligently enforce this insurance requirement as the MUNICIPALITY shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."

- (g) The insurance required to be purchased and maintained by the MUNICIPALITY and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the MUNICIPALITY is satisfying insurance required through a combination of primary and excess coverage, the MUNICIPALITY shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The MUNICIPALITY shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.
- (h) It is the duty of the MUNICIPALITY to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the MUNICIPALITY shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the MUNICIPALITY that the MUNICIPALITY can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the MUNICIPALITY shall accept and bear all costs that may result from the cancellation of this Agreement due to the MUNICIPALITY's or if applicable, their contractor's failure to provide and maintain the required insurance.
- (i) The MUNICIPALITY's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance

policies with respect to claims arising from the MUNICIPALITY's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the MUNICIPALITY will be using their own forces for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement. If, however, the MUNICIPALITY will be hiring a contractor for the work covered in this Agreement, the MUNICIPALITY shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
12. In the event, any provisions of this Agreement are held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE MUNICIPALITY:

Phil Modaff
Director of Public Works
Village of Carol Stream
500 Gary Avenue
Carol Stream, Illinois 60188
pmodaff@carolstream.org

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
Christopher.snyder@dupageco.org

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 30, 2025, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back-to-back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.

6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the MUNICIPALITY and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.
7. Damage caused by the MUNICIPALITY to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The MUNICIPALITY shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall always be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow-moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15

Eighteen (18) additional mowing cycles may be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the MUNICIPALITY the lessor of \$1,327.67 or contractor pricing plus ten percent (10%) for construction engineering within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 25.78 acres.

13. **The MUNICIPALITY shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of the lessor of Fifty-One Dollars and Fifty Cents per acre (\$51.50 per acre) or contractor pricing plus ten percent (10%) for construction engineering. The DuPage County Division of Transportation will notify the MUNICIPALITY in writing, of any additions or deductions made in the mowing cycle acres.
15. The MUNICIPALITY, if contracting with an outside contractor /vendor, shall furnish a copy of the executed contract between the MUNICIPALITY and the contractor to the COUNTY in advance of invoice processing for our records. If during the term of this contract the MUNICIPALITY awards a new/different contractor, the MUNICIPALITY must notify the COUNTY and furnish the new executed contract. This will not affect the mowing acreage, pricing or schedule of this agreement.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2022 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Jean Kaczmarek, County Clerk

VILLAGE OF CAROL STREAM

Signed this _____ day of _____, 2022, at Carol Stream, Illinois.


Frank Saverino, Mayor
Village of Carol Stream

Robert Mellor, Village Manager
Village of Carol Stream

ATTEST:

Julia Schwarze, MUNICIPALITY Clerk
Village of Carol Stream

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Ann Delort, Secretary 
DATE: March 2, 2022
RE: Carol Stream Rotary Club's Chili Open
Raffle License Application – Fee Waiver

The Carol Stream Rotary Club is holding their annual Chili Open and requests approval to conduct a raffle drawing at their banquet on Friday, May 13, 2022 at the Bartlett Hills Golf Club. Raffle tickets will be sold from March 7, 2022 – May 13, 2022 for \$5.00 per ticket or three for \$10.00. The Rotary Club has also submitted the attached letter respectively requesting a waiver of the license fee.

Please place this request on the agenda for Monday, March 7, 2022 for the Board's review and approval. The raffle license application and required documentation is on file in the Administration office for your review.

Thank you.

Attachment

McNees & Associates, LLC

Robert A. McNees
Linda U. Kim
Attorneys at Law
195 Hiawatha Drive
Carol Stream, IL 60188
Phone (630) 665-8811
Fax (630) 665-5260

March 2, 2022

Mayor Frank Saverino
and Board of Trustees
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188

RE: Carol Stream Rotary Club
Chili Open Raffle
May 13, 2022

Dear Mayor Saverino and Trustees;

Enclosed please find the Raffle License Application for the Chili Open Raffle to be held May 13, 2022. As in past years, we would appreciate it if the Village would waive its license fees and bond requirements in connection with the raffle.

Last year the Chili Open raffle raised \$1,225.00 and we gave out \$800.00 to raffle winners. From the Chili Open event itself, Rotary donated \$5,000.00 to Repeat Boutique in town and the balance went to Rotary charitable causes.

We also recently held the second annual "Ultimate Golf Raffle" on February 10, 2022, in which we raised \$28,500.00 to be used for college scholarships for Carol Stream residents. The raffle report is attached.

Thank you for your anticipated cooperation and assistance in this matter.

Very truly yours,

MCNEES & ASSOCIATES, LLC

By: _____


Robert A. McNees

RAM/mlc
Enclosure

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 07,2022**

AGENDA ITEM
2-1 3/7/22

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ABA IRRIGATION INC					
IRRIGATION REPAIR-SCHMALE RD WATERMAIN	410.00	04201600-54480	CONSTRUCTION	1661-21	
	<u>410.00</u>				
ABBOTT TREE CARE					
SNOW REMOVAL 02/17/22 PO-3958	7,363.50	01670200-52266	SNOW REMOVAL	28345	
	<u>7,363.50</u>				
ACRES ENTERPRISES					
1/2 OF WORK ZONE PO-3953	28,000.00	01670700-52268	TREE MAINTENANCE	AEI_0429792	
	<u>28,000.00</u>				
AEP ENERGY					
100 DELLA CT 01/10-02/09/22	11.06	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 02/10/22	
1025 LIES RD 01/19-02/17/22	40.37	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 02/18/22	
1345 GEORGETOWN 01/21-02/21/22	26.22	01670300-53213	STREET LIGHT ELECTRICITY	3013130390 02/22/22	
192 YUMA LN 01/20-02/18/22	32.70	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 02/21/22	
401 TOMAHAWK 01/20-02/18/22	45.59	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 02/21/22	
403 SIOUX 01/20-02/18/22	26.35	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 02/21/22	
491 CHEYENNE 01/20-02/18/22	26.07	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 02/21/22	
512 CANYON TRL 01/20-02/18/22	22.76	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 02/21/22	
594 NEZ PERCE CT 01/20-02/18/22	21.02	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 02/21/22	
633 THUNDERBIRD 01/20-02/18/22	86.71	01670300-53213	STREET LIGHT ELECTRICITY	3013130457 02/21/22	
796 PAWNEE 01/20-02/18/22	59.34	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 02/21/22	
	<u>398.19</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 02/01-02/28/22 PO-1937	3,577.04	01652800-52257	GIS SYSTEM	0000009	
	<u>3,577.04</u>				
AMERICAN PLANNING ASSOCIATION-IL CHAPTER					
AD-PT PLANNING TECH 02/28/22	100.00	01600000-52228	PERSONNEL HIRING	1511	
	<u>100.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 07,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	155.07	01590000-53317	OPERATING SUPPLIES	ORD4-008688	
	<u>155.07</u>				
ASPEN SNOW AND ICE					
SNOW REMOVAL-ZONE 4 02/25/22 PO-3960	375.00	01670200-52266	SNOW REMOVAL	628	
SNOW REMOVAL-ZONE 4 PO-3960	750.00	01670200-52266	SNOW REMOVAL	624	
	<u>1,125.00</u>				
AUTODESK, INC					
AUTOCAD SOFTWARE RENEWAL	2,384.50	01652800-52255	SOFTWARE MAINTENANCE	9062378109	
	<u>2,384.50</u>				
BAXTER & WOODMAN INC					
WRC CONSTRUCTION-DEWATERING, PO-3906, P/	1,495.00	04101100-54480	CONSTRUCTION	0231904	
	<u>1,495.00</u>				
BEL-AIRE ELECTRIC CO					
SIGN ELECTRIC REPAIR-SCHMALE WATERMAIN	1,153.00	04201600-54480	CONSTRUCTION	26933	
	<u>1,153.00</u>				
CAROL STREAM PARK DISTRICT					
PARK PASSES-JAN 2022	60.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES JAN 2022	
	<u>60.00</u>				
CERTIFIED POWER INC					
FE CONTROLLER	2,449.07	01696200-53354	PARTS PURCHASED	11370340	
	<u>2,449.07</u>				
CHAD PASKEVICZ					
ILEETA 2022-PASKEVICZ 03/13-03/19/22, PER DIE	389.00	01660100-52223	TRAINING	ILEETA 2022-PASKEVIC	
	<u>389.00</u>				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHRISTMAS SHARING PROGRAM					
FY 21/22 X-MAS SHARING DONATIONS	2,912.10	01-24223	CHRISTMAS SHARING	FY 21/22 DONATIONS	
	<u>2,912.10</u>				
CHRISTOPHER SCARPULLA					
ILEETA 2022-SCARPULLA 03/13-03/19/22 PER DII	389.00	01660100-52223	TRAINING	ILEETA 2022-SCARPULL	
	<u>389.00</u>				
COMED					
465 CENTER AVE 01/20-02/18/22	100.59	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 02/18/22	
MASTER ACCT-5025 01/19-02/17/22	527.96	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 02/22/22	
	<u>628.55</u>				
CONCENTRA HEALTH SERVICES, INC					
DOT RANDOM DRUG TEST-ANNUAL FEE	250.00	01600000-52225	EMPLOYMENT PHYSICALS	15432872	
	<u>250.00</u>				
CONRAD POLYGRAPH, INC					
POLYGRAPH-PD CANDIDATES 02/05, 02/17/22	320.00	01510000-52228	PERSONNEL HIRING	4849	
	<u>320.00</u>				

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CONSTELLATION NEW ENERGY					
1015 LIES RD 01/19-02/17/22, 61795567601	98.04	04201600-53210	ELECTRICITY	7280332-21 02/18/22	
1128 EVERGREEN TRL 01/21-02/21/22, 6181036	56.11	04101500-53210	ELECTRICITY	7280332-25 02/22/22	
1348 CHARGER CT 01/19-02/17/22, 6179556700	436.19	04101500-53210	ELECTRICITY	7280332-20 02/18/22	
1350 TALL OAKS 01/20-02/18/22, 61800134601	39.58	04101500-53210	ELECTRICITY	7280332-29 02/21/22	
1415 MAPLE RIDGE 01/21-02/21/22, 618103010	22.81	01670600-53210	ELECTRICITY	7280332-28 02/22/22	
1N END THORNHILL 01/19-02/17/22, 617956075	89.08	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 02/18/22	
200 TUBEWAY 01/10-02/09/22, 61713494901	253.30	04101500-53210	ELECTRICITY	7280332-18 02/10/22	
300 KUHN RD 01/20-02/18/22, 61800148701	2,584.65	04201600-53210	ELECTRICITY	7280332-19 02/21/22	
301 ANTELOPE 01/20-02/18/22, 61800115901	55.24	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 02/21/22	
333 FULLERTON 01/19-02/17/22, 61795509801	1,736.13	04201600-53210	ELECTRICITY	7280332-27 02/18/22	
391 FLINT 01/20-02/18/22, 61800136201	45.60	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 02/21/22	
451 SILVERLEAF 01/20-02/18/22, 61800098601	39.60	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 02/21/22	
500 GARY AVE 01/20-02/18/22, 61800156601	71.52	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 02/21/22	
506 CHEROKEE 01/20-02/18/22, 61800143901	44.61	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 02/21/22	
850 LONGMEADOW 01/20-02/18/22, 618001325	18.48	01670600-53210	ELECTRICITY	7280332-23 02/21/22	
879 DORCHESTER 01/20-02/18/22, 61800116001	18.48	01670600-53210	ELECTRICITY	7280332-22 02/21/22	
880 PAPOOSE CT 01/20-02/18/22, 61800116101	105.25	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 02/21/22	
990 DEARBORN 01/20-02/18/22, 61800146401	52.10	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 02/21/22	
	5,766.77				
CORE & MAIN LP					
HYD FLANGE KITS	585.94	04201600-53317	OPERATING SUPPLIES	Q370553	
MEGA LUG KITS, HOOKS	156.00	04201600-53317	OPERATING SUPPLIES	Q378545	
MEGA LUG KITS, HOOKS	195.00	04101500-53317	OPERATING SUPPLIES	Q378545	
MORTON VALVE	765.50	04201600-53317	OPERATING SUPPLIES	Q378840	
T-BOLTS STAINLESS	67.80	04201600-53317	OPERATING SUPPLIES	Q381486	
	1,770.24				
DANIEL ANDRESEN					
CRIME FREE SOFTWARE 01/01/22-01/01/23	199.00	01660100-52255	SOFTWARE MAINTENANCE	02/26/22	
	199.00				

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DELL MARKETING LP					
MS ENTERPRISE AGREEMENT PO-1951	33,788.74	01652800-52255	SOFTWARE MAINTENANCE	10561334575	
	<u>33,788.74</u>				
DELUXE TOWING					
TOWING 01/02/21	140.00	01662700-53317	OPERATING SUPPLIES	91765	
TOWING 02/27/21	280.00	01662700-53317	OPERATING SUPPLIES	91972	
TOWING 04/03/20	140.00	01662700-53317	OPERATING SUPPLIES	90869	
TOWING 07/14/19	140.00	01662700-53317	OPERATING SUPPLIES	89883	
TOWING 08/19/21	140.00	01662300-53317	OPERATING SUPPLIES	92585	
TOWING 10/13/20	240.00	01662300-53317	OPERATING SUPPLIES	91280	
TOWING 11/19/21	140.00	01662700-53317	OPERATING SUPPLIES	92939	
	<u>1,220.00</u>				
DUPAGE COUNTY CLERK					
NOTARY 2022-COOPER	10.00	01660100-52234	DUES & SUBSCRIPTIONS	NOTARY 2022-COOPER	
	<u>10.00</u>				
DUPAGE COUNTY STORMWATER					
NATIVE PLANTING PROJECT SIGN	1,682.55	11740000-55488	STORMWATER UTILITIES	FY22_CS-1	
	<u>1,682.55</u>				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CR-STREAMBANK SECTION I 01/31/22 PO.	9,695.29	11740000-55488	STORMWATER UTILITIES	160914A0.11	
SITE INSPECTION-LIES RD CULVERT, 2-NON MBI C	2,500.00	01620100-52355	BRIDGE INSPECTION	C2200900.01	
	<u>12,195.29</u>				
FGM ARCHITECTS					
EOC DESIGN SVC 10/30/21-01/28/22, PO-46021€	525.00	01560000-55487	FACILITY CAPITAL IMPROVEMENT 21-3073.02-8		
	<u>525.00</u>				

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GOVTEMPSUSA LLC					
ACCOUNTS CLERK-R ARGUILLES 02/13, 02/20	1,398.00	04103100-52253	CONSULTANT	3912003	
ACCOUNTS CLERK-R ARGUILLES 02/13, 02/20	1,398.00	04203100-52253	CONSULTANT	3912003	
LIBRARY TECH-N BOYD 02/13, 02/20 PO-1925	3,773.60	01652800-52253	CONSULTANT	3912005	
OFFICE MANAGER-D KALKE 02/13, 02/20/22	3,364.80	01590000-52253	CONSULTANT	3912004	
	<u>9,934.40</u>				
GRAINGER					
SILICA PROOF CONCRETE MIXER	1,697.92	01670600-53350	SMALL EQUIPMENT EXPENSE	9217163220	
SILICA PROOF CONCRETE MIXER	1,697.93	04101500-53350	SMALL EQUIPMENT EXPENSE	9217163220	
	<u>3,395.85</u>				
H & H ELECTRIC COMPANY					
STREET LIGHT SVC 01/10/22 PO-3871	4,121.18	01670300-52271	STREET LIGHT MAINTENANCE	38422	
STREET LIGHT SVC 01/12/22 PO-3871	3,515.13	01670300-52271	STREET LIGHT MAINTENANCE	38424	
STREET LIGHT SVC 01/12/22 PO-3871	3,777.33	01670300-52271	STREET LIGHT MAINTENANCE	38423	
	<u>11,413.64</u>				
HBK WATER METER SERVICE INC					
METER TESTING 02/15, 02/17-02/18/22 PO-3951	4,559.50	04201400-52282	METER MAINTENANCE	220068	
WATER METER TESTING	857.82	04201400-52282	METER MAINTENANCE	220056	
WATER METER TESTING PO-3951	5,180.00	04201400-52282	METER MAINTENANCE	220054	
	<u>10,597.32</u>				
HERITAGE CRYSTAL CLEAN LLC					
FE COOLANT	490.60	01696200-53354	PARTS PURCHASED	17226478	
	<u>490.60</u>				
HEY & ASSOCIATES					
PHASE III CONSTR SVC 01/01-01/31/22, PO-4626	238.75	11740000-55488	STORMWATER UTILITIES	14498	
	<u>238.75</u>				

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IAFSM					
IAFSM CONF-ULREICH 03/08-03/09/22	490.00	01620100-52223	TRAINING	2022 IAFSM-ULREICH	
	<u>490.00</u>				
ILLINOIS CITY /COUNTY MANANGEMENT ASSN					
AD-PT PLANNING TECH	50.00	01600000-52228	PERSONNEL HIRING	3413	
	<u>50.00</u>				
ILLINOIS SECTION A W W A					
TRENCH, SHORE-MONTALVO, LAVERE 04/26/22	144.00	04200100-52223	TRAINING	200068496	
	<u>144.00</u>				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
MAR 2022 INSURANCE	850.39	01670500-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,133.85	01670300-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,322.88	04100100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,417.31	01670200-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,417.31	01670700-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,889.75	04101500-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,889.75	04201400-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	1,984.24	01670600-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	2,182.20	01680000-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	2,399.74	01662500-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	2,582.16	01640100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	3,053.33	04103100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	3,053.33	04203100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	3,087.20	01652800-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	3,211.27	01590000-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	5,164.31	01643700-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	5,952.67	01670400-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	6,614.08	04200100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	6,717.40	01662600-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	7,086.47	01696200-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	7,181.01	04201600-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	7,757.27	01610100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	8,299.67	01620100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	8,503.83	01670100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	9,328.73	01662300-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	10,911.00	01662400-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	14,122.26	01664700-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	33,014.74	01660100-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	40,754.77	01600000-51111	GROUP INSURANCE	03012022	
MAR 2022 INSURANCE	63,124.90	01662700-51111	GROUP INSURANCE	03012022	

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	<u>266,007.82</u>				
JET BRITE CAR WASH INC					
CAR WASH 01/01-01/31/22	336.00	01662700-52244	MAINTENANCE & REPAIR	4523	
	<u>336.00</u>				
K TECH SPECIALTY COATINGS INC					
BEET HEET PO-3956	7,026.96	01670200-53335	SALT	202202-K0104	
	<u>7,026.96</u>				
KANE DUPG SOIL & WATER CONSERVATION DISTRICT					
KLEIN CREEK STABILIZATION-SEC I PERMITTING	4,535.00	11740000-55488	STORMWATER UTILITIES	KC SEC 1-PERMIT	
	<u>4,535.00</u>				
KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-JAN 2022	21.50	04100100-52238	LEGAL FEES	223858	
GENERAL COUNSEL-JAN 2022	860.00	01510000-52238	LEGAL FEES	223858	
GENERAL COUNSEL-JAN 2022	1,280.00	04200100-52238	LEGAL FEES	223858	
GENERAL COUNSEL-JAN 2022	1,548.00	11740000-52238	LEGAL FEES	223858	
GENERAL COUNSEL-JAN 2022	8,007.11	01570000-52238	LEGAL FEES	223858	
	<u>11,716.61</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-FEB 2022	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2022-02	
PROSECUTION-FEB 2022	6,200.00	01570000-52312	PROSECUTION DUI	2022-02	
	<u>8,600.00</u>				
MARCOTT ENTERPRISES, INC.					
STONE	2,245.53	01670600-53317	OPERATING SUPPLIES	02082022	
	<u>2,245.53</u>				
MARK E RADABAUGH					
TAPING, EDITING 02/22/22	125.00	01590000-52253	CONSULTANT	22-0196	
	<u>125.00</u>				

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MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL-FEB 2022 PO-4602164	3,950.00	01680000-52276	JANITORIAL SERVICES	2869	
	<u>3,950.00</u>				
MUNICIPAL GIS PARTNERS INC					
MGP GIS-FEB 2022	12,495.17	01652800-52257	GIS SYSTEM	6041	
	<u>12,495.17</u>				
NICOR					
124 GERZEVSKE-WELL #4 01/19-02/17/22	230.10	04201600-53230	NATURAL GAS	13811210007 02/17/22	
1348 CHARGER CT 01/20-02/18/22	160.65	04101500-53230	NATURAL GAS	86606011178 02/18/22	
200 TUBEWAY DR 01/18-02/16/22	50.92	04101500-53230	NATURAL GAS	14309470202 02/16/22	
	<u>441.67</u>				
OMI					
WRC-APR 2022 PO-3904	160,352.42	04101100-52262	WRC CONTRACT	351199-25-12	
	<u>160,352.42</u>				
PATRICIA BOEGEIN					
MAILBOX REPLACEMENT PO-3958	75.00	01670200-53317	OPERATING SUPPLIES	WD95908764	
	<u>75.00</u>				
PETTY CASH					
PETTY CASH 03/07/22	1,184.96	01-10307	PETTY CASH	PETTY CASH 03/07/22	
	<u>1,184.96</u>				
RAY O'HERRON CO					
AMMO 9MM, PO-4663071	10,884.00	01662700-53321	AMMUNITION	2177018	
	<u>10,884.00</u>				

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REFUNDS MISC					
22-0017-HANR, 415 GARY AVE-REFUND	145.33	01000000-42307	BUILDING PERMITS	415 GARY AVE-2022	
246 KEHOE BLVD-SMA REFUND	-120.00	01000000-44357	ENGINEERING REVIEW FEES-SMA 246 KEHOE-2022		
246 KEHOE BLVD-SMA REFUND	3,000.00	01-24321	STORMWATER REVIEW FEE SECUR246 KEHOE-2022		
	<u>3,025.33</u>				
RUSSELL FRY					
ILEETA 2022-FRY 03/13-03/19/22, PER DIEM	389.00	01660100-52223	TRAINING	ileeta 2022-FRY	
	<u>389.00</u>				
STREICHER'S					
LMT 40MM 4 SHOT LAUNCH PO-4663111	4,560.00	01662700-53323	WEAPONS	11536202	
	<u>4,560.00</u>				
TOM ANDREJEVIC					
ILEETA 2022-ANDREJEVIC 03/13-03/19/22, PER C	389.00	01660100-52223	TRAINING	ILEETA 2022-ANDREJEV	
	<u>389.00</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVE 01/15-02/11/22 PO	2,336.15	06320000-54469	REBUILD ILLINOIS BOND	09-3811792	
KUHN RD-BIKE PATH II PO-462639	2,814.34	11740000-55486	ROADWAY CAPITAL IMPROVEMENT15-3815343		
KUHN RD-BIKE PATH II PO-462639	10,118.87	11740000-55486	ROADWAY CAPITAL IMPROVEMENT14-3803635		
LIES RD-BIKE PATH PHASE II PO-462609	1,604.22	11740000-55486	ROADWAY CAPITAL IMPROVEMENT13-3815319		
LIES RD-BIKE PATH PHASE II PO-462609	2,106.15	11740000-55486	ROADWAY CAPITAL IMPROVEMENT12-3803634		
SOUTHEAST BIKE PATH-PHASE II PO-462659	12,163.97	11740000-55486	ROADWAY CAPITAL IMPROVEMENT04-3814274		
	<u>31,143.70</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-FEB 2022	2,379.50	04103100-52229	POSTAGE	1529 02/25/22	
POSTAGE WATER BILLS-FEB 2022	2,379.50	04203100-52229	POSTAGE	1529 02/25/22	
	<u>4,759.00</u>				

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VILLAGE OF CAROL STREAM					
124 GERZEVSKE LN-E PUMP STATION 01/03-02/0	112.32	04200100-53220	WATER	01847432-21254	
124 GERZEVSKE LN-N GARAGE 01/03-02/01/22	532.87	01670100-53220	WATER	01847102-20874	
124 GERZEVSKE LN-PW CENTER 01/03-02/02/22	167.31	01670100-53220	WATER	01847103-20875	
124 GERZEVSKE LN-WASHDOWN BIN 01/03-02/0	4.04	04200100-53220	WATER	01847435-21257	
245 KUHN RD-BLOWER BLDG I 01/03-02/02/22	2.10	04101500-53220	WATER	01847457-21279	
245 KUHN RD-BLOWER BLDG II 01/03-02/02/22	1.40	04101500-53220	WATER	01847456-21278	
245 KUHN RD-BTH MAINT BLDG 01/03-02/02/22	3.10	04101500-53220	WATER	01847434-21256	
245 KUHN RD-MAIN CONTROL BLDG 01/03-02/0	2.82	04101500-53220	WATER	01847099-20871	
245 KUHN RD-PLANT ADMIN BLDG 01/03-02/02/	27.51	04101500-53220	WATER	01847100-20872	
300 KUHN RD-CHLORINE ANALYZER 01/03-02/02	48.30	04200100-53220	WATER	01847433-21255	
301 LIES RD-FARMHOUSE 01/03-02/01/22	0.26	01680000-53220	WATER	01845243-18979	
500 GARY AVE-VH 01/03-02/01/22	567.50	01680000-53220	WATER	01847104-20876	
960 GARY AVE-VISITORS CTR 01/03-02/01/22	64.16	01680000-53220	WATER	01847106-20878	
	1,533.69				
WEST SIDE TRACTOR SALES					
FE CLUTCH	393.78	01696200-53354	PARTS PURCHASED	N18564	
FE STATOR	270.05	01696200-53354	PARTS PURCHASED	N18647	
FE TANK	278.02	01696200-53354	PARTS PURCHASED	N18296	
	941.85				
WHEATON BANK AND TRUST					
WHEATON BANK FEES-JAN 2022	378.93	04103100-52256	BANKING SERVICES	7509063 JAN-2022	
WHEATON BANK FEES-JAN 2022	378.93	04203100-52256	BANKING SERVICES	7509063 JAN-2022	
WHEATON BANK FEES-JAN 2022	1,345.68	01610100-52256	BANKING SERVICES	7509063 JAN-2022	
	2,103.54				
WILLIAM MCINTYRE					
ILEETA 2022-MCINTYRE 03/13-03/19/22	389.00	01660100-52223	TRAINING	ILEETA 2022-MCINTYRE	
	389.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 07,2022**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ZIEBELL WATER SERVICE PRODUCTS INC					
HYDRANT REPLACEMENT PO-3957	7,487.40	04201600-53317	OPERATING SUPPLIES	256826-000	
	<u>7,487.40</u>				
GRAND TOTAL	<u><u>\$694,168.82</u></u>				

The preceding list of bills payable totaling \$ 694,168.82 was reviewed and approved for payment.

Approved by:



Bob Mellor –Village Manager

Date: 3/4/22

Authorized by:

Matt McCarthy-Mayor Pro-Tem

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
 FEBRUARY 23, 2022 Thru MARCH 07, 2022**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll February 7, 2021 thru February 20, 2021	607,760.46
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll February 7, 2021 thru February 20, 2021	64,279.31
				<u>672,039.77</u>

Approved this _____ day of _____, 2022

By: _____
 Matt McCarthy-Mayor Pro-Tem

 Julia Schwarze - Village Clerk