BOARD MEETING AGENDA OCTOBER 3, 2022 6:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the September 19, 2022 Village Board Meeting.

C. LISTENING POST:

- 1. Introduction of Assistant Planner Bravo Berisha.
- 2. Proclamation Designating October National Community Planning Month.
- 3. Proclamation Designating October Manufacturing Month.
- 4. Proclamation Designating October Cybersecurity Awareness Month.
- 5. Proclamation Designating October 2022 Breast Cancer Awareness Month.
- 6. Proclaiming October 2022 Arts DuPage Month.
- 7. 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. 22-0013 Tyndale House Ministries 504 S. Schmale Road
 Zoning Map Amendment, Amendment to a Special Use Permit for a Planned
 Development, Zoning Variation, Plat of Consolidation
 Recommended Approval with Conditions 6-0

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b. 22-0036 – Prestige Donuts/Dunkin – 317 S. Schmale Road Amendment to a Special Use Permit for a Planned Development, Amendment to a Special Use Permit for a Drive-Through

Recommended Approval with Conditions 6-0

c. 22-0037 – 206 Brewing Company – 600 E. North Avenue Special Use Permit for a Microbrewery Recommended Approval with Conditions 6-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

- 1. Town Center Fountain Repairs-Phase 2. Staff recommends approving a Construction Services Contract with Fountain Technologies, Ltd for Town Center Fountain Mechanical and Electrical Improvements in the amount of \$642,226.29.
- 2. Independent Contractor Agreements for Snowplowing. Staff recommends approving the sample Independent Contractor Agreement and addendums for Snow Plowing and authorizing the Village Manager to sign Agreements with listed firms and rates, which include AJD Concrete Construction Corp., Abbott Tree Care and Aspen Snow & Ice.

I. ORDINANCES:

F.1.b.

Ordinance No. 2022-10-____ Approving a Zoning Map Amendment to Rezone Property from the B-3 General Business District to the O-S Office and Service District (Tyndale House Ministries, 504 S. Schmale Road). See F.1.a.
 Ordinance No. 2022-10-___ Approving an Amendment to a Special Use Permit for a Planned Development, and a Rear Yard Building Setback Variation (Tyndale House Ministries, 504 S. Schmale Road). See F.1.a.
 Ordinance No. 2022-10-___ Approving an Amendment to a Special Use Permit for a Planned Development, and an Amendment to a Special Use Permit for a Drive Through (Prestige Donuts, Inc./Dunkin, 317 S. Schmale Road). See

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	4.	Ordinance No. 2022-10 Amending Chapter 11, Intoxicating Liquor, Article 2, Alcoholic Liquor Dealers of the Village of Carol Stream Code of Ordinances in regard to Microbrewies.
	5.	Ordinance No. 2022-10 Approving a Special Use Permit for a Microbrewery (206 Brewing Company, LLC, 600 E. North Avenue). See F.1.c.
J.	RI	ESOLUTIONS:
	1.	Resolution No Committing Local Funds for Construction and Construction Engineering for the Lies Road Bike Path Project between Gary Avenue and Schmale Road (Section Number 15-00061-00-BT).
	2.	Resolution No Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Engineering Services Agreement for Federal Participation with regard to Lies Road Bike Trail Extension from Gary Avenue to Schmale Road with TranSystems Corporation in the amount of \$111,000.00 (Section Number 15-00061-00-BT).
	3.	Resolution No Authorizing the Execution of an Illinois Department of Transportation Local Public Agency Formal Contract for the Fair Oaks Guardrail and Culvert Replacement Project with Alliance Contractors, Inc. in the amount of \$452,315.31 (Section Number 21-00066-00-MS).
	4.	Resolution No Accepting a Plat of Vacation (Tyndale House Ministries, 504 S. Schmale Road). PIN# 05-04-304-079. <i>See F.1.a.</i>
	5.	Resolution No Authorizing a Plat of Consolidation (Tyndale House Ministries, 504 S. Schmale Road and 351 Executive Drive). PIN #05-04-304-079 & 05-04-302-030. <i>See F.1.a.</i>

K. NEW BUSINESS:

1. Raffle License Application – Corpus Christi Knights of Columbus. Request for approval of a raffle license and waiver of the fee and manager's fidelity bond for their Oktoberfest dinner raffle to be held at Corpus Christi Church on October 8, 2022.

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

L. PAYMENT OF BILLS:

- 1. Regular Bills: September 20, 2022 through October 3, 2022.
- 2. Addendum Warrants: September 20, 2022 through October 3, 2022.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2022-09-42	LAST RESOLUTION	3275
NEXT ORDINANCE	2022-10-43	NEXT RESOLUTION	3276



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

September 19, 2022

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and requested that Village Clerk Julia Schwarze call the roll.

Present: Trustees Jeff Berger, Tom Garvey, John Zalak, Rick Gieser and

Matt McCarthy, Village Clerk Julia Schwarze and Mayor Frank

Saverino, Sr.

Absent: Trustee Mary Frusolone

Also Present: Village Manager Bob Mellor, Assistant to the Village Manager

Tia Messino, Community Development Director Don Bastian,

Director of Engineering Services Bill Cleveland, Finance Director Jon Batek, Public Works Director Phil Modaff,

Assistant Director of Public Works Brad Fink, Chief of Police

Bill Holmer, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village

Attorney Jim Rhodes

MINUTES:

Trustee McCarthy moved and Trustee Zalak made the second to approve the Minutes of the September 6, 2022 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Berger, Garvey, Zalak and McCarthy

Nays: 0

Abstain: 1 Trustee Gieser

Absent: 1 Trustee Frusolone

The motion passed.

LISTENING POST:

- 1. Proclaiming September National Preparedness Month *Proclamation read by Trustee Zalak*
- 2. Addresses from Audience (3 Minutes) None

CONSENT AGENDA:

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

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

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

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

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

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

Trustee McCarthy moved and Trustee Zalak made the second to approve the Consent Agenda for this meeting by Omnibus Vote. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

Absent: 1 Trustee Frusolone

The motion passed.

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

Recommendation to Formally Authorize the Purchase of two (2) 2022 Ford F250 Pick-up Trucks:

The Village Board formally approved the purchase of two (2) 2022 Ford F250 pick-up trucks from Hainen Ford, Inc. in Tipton Missouri for an amount not-to-exceed \$100,090 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14 of the Carol Stream Code of Ordinances.

Award of Contract – 2022 Drainage Improvements Project:

The Village Board approved a contract with Scanlon Excavating and Concrete, Inc. at the bid unit prices submitted of \$224,755.00 for the 2022 Drainage Improvements Project.

Ordinance No. 2022-09-42, An Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year Ending April 30, 2023:

The Village Board approved an amendment to the previously approved fiscal year 2022/23 budget to provide expenditure authority to develop a new Police Officer hiring eligibility list to replace the current list, which will be exhausted prior to the next budget cycle.

Resolution No. 3272 Authorizing the Village Manager to Apply for Illinois Transportation Enhancement Program Funding for the Kimberly-Kehoe Sidewalk Project and Committing to all Required Local Match Funding and all Funding Necessary to Complete the Project:

The Village Board approved applying for Illinois Transportation Enhancement Program Funding for the Kimberly-Kehoe Sidewalk Project and Committing to all Required Local Match Funding and all Funding Necessary to Complete the Project.

Resolution No. 3273 Authorizing the Village Manager to Apply for Illinois Transportation Enhancement Program Funding for the St. Charles Road Sidewalk Project and Committing to all Required Local Match Funding and all Funding Necessary to Complete the Project:

The Village Board approved applying for Illinois Transportation Enhancement Program Funding for the St. Charles Road Sidewalk Project and Committing to all Required Local Match Funding and all Funding Necessary to Complete the Project.

Resolution No. 3274 Authorizing the Village Manager to Apply for Illinois Transportation Enhancement Program Funding for the Morton Road Bike Path Project and Committing to all Required Local Match Funding and all Funding Necessary to Complete the Project:

The Village Board approved applying for Illinois Transportation Enhancement Program Funding for the Morton Road Bike Path Project and Committing to all Required Local Match Funding and all Funding Necessary to Complete the Project.

Resolution No. 3275 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus Police Squad #622, a 2012 Dodge Charger, which will be sold by the Department.

Raffle License Application - Glenbard North Theatre Boosters:

The Village Board approved a raffle license and waived the fee and manager's fidelity bond for the Glenbard North Theatre Boosters' performances of their Fall, Winter and Spring Plays within the 2022-2023 season.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated September 19, 2022 in the amount of \$1,462,521.12. The Village Board approved the payment of Addendum Warrant of Bills from September 7, 2022 thru September 19, 2022 in the amount of \$700,178.20.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended August 31, 2022.

Non-Consent Agenda Items:

1. Item K.1. Courtesy Review – Bridge Street Properties, LLC was pulled off the Consent Agenda by Trustee McCarthy in order for a separate Courtesy Review to be conducted of a proposed 38-unit duplex development on the nine-acre property at the northeast corner of Fair Oaks Road and Lies Road. Community Development Director Bastian will work with Bridge Street Properties to incorporate Mayor, Village Board and Plan Commission comments.

REPORT OF OFFICERS:

Trustee Berger commented that he enjoyed participating in his first Courtesy Review along with the rest of the Village Board; wished his wife a happy 30th anniversary; and thanked his kids for throwing them a surprise anniversary party.

Trustee Garvey congratulated the Carol Stream Police Department on their recognitions and awards in Springfield last weekend from Mothers Against Drunk Driving (MADD). He commended our police officers and leadership and thanked them for consistently keeping our community safe.

Trustee Zalak welcomed two new businesses to Carol Stream for which he attended ribbon-cuttings: Pub 64 on North Avenue and Kidstrong in Heritage Plaza; recognized and congratulated the four Carol Stream officers who received the recent MADD award; commended the Police Department and Chief Holmer on receiving the prestigious Murphy Leadership Award; and asked that we keep all first responders and the military in our thoughts and prayers.

Trustee Gieser stated that he is looking forward to Carol Stream's first Fall Fest on September 24th and invited Assistant to the Village Manager Messino to share information about the day's activities; announced the upcoming pumpkin and electronics recycling event on November 5th; shared details of the upcoming annual Halloween Decorating Contest and asked for nominations to be sent to decorating contest@carolstream.org with deadline of Friday October 21st; and reported the passing of Margaret Leabru who was President of the Carol Stream Historical Society and stated that she will really be missed.

Trustee McCarthy echoed other Trustees' sentiments about our award-winning Carol Stream Police Department and thanked Chief Holmer and his department for keeping our community safe; congratulated Village Clerk Schwarze on being sworn in as Vice-President of the Municipal Clerks of DuPage County; reminded motorists to be extra careful now that it is getting darker earlier; and asked that we look out for each other and come forward when witnessing an accident to help the police understand the circumstances.

Assistant to the Village Manager Messino reported details of the Fall Fest event on September 24^{th} ; announced the upcoming recycling event at Town Center on November 5^{th} ; asked that we save the date for the holiday tree-lighting on December 2^{nd} ; encouraged residents to look at the Village Newsletter for announcements and information; and expressed her gratitude for our community coming together at so many Town Center events.

Village Clerk Schwarze announced National Voter Registration Day is September 20th, encouraged voter registration, and gave key dates for the 2023 Consolidated Election; reported on the weekend's Carol Stream activities including a Walk to End Alzheimers at Belmont Village, the Historical Society's annual Folk Fest, the VetBros Charity Dog Show, and the North Ave Pub & Grill ribbon cutting; and reminded everyone to shop and dine in Carol Stream.

Attorney Rhodes asked everyone to please remember to support our troops.

Village Manager Mellor noted how much our elected officials do at the local level, and that when running for office, candidates should keep in mind this commitment to community engagement. He announced hydrant flushing operations taking place over the next three weeks to improve our water quality, and stated that hydrant-flushing reminders are posted on social media.

Mayor Saverino commented on the upcoming General Election and encouraged voters to do their homework before they vote; thanked Assistant to the Village Manager Messino for an outstanding job all year long organizing the events at Town Center; noted the highest turnout ever for the Summer Concert Series; and wished his wife Bobbie a happy birthday this Friday, September 23rd.

At 6:59 p.m., Trustee McCarthy moved and Trustee Zalak made the second to adjourn the meeting. The results of the roll call vote were as follows:

	•	·	•
	Ayes:	5	Trustees Berger, Garvey, Zalak, Gieser and McCarthy
	Nays:	0	
	Abstain:	0	
	Absent:	1	Trustee Frusolone
	The motion	passe	d.
			FOR THE BOARD OF TRUSTEES
			Frank Saverino, Sr., Mayor
ATTE	ST:		
Julia	Schwarze, V	/illage	Clerk

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

All Matters on the Agenda may be Discussed, Amended and Acted Upon September 26, 2022.

Mr. Farace stated since Chairman Parisi is unable to attend this meeting, an acting chairman needs to be appointed. Commissioner Petella nominated Commissioner Tucek and Commissioner Morris seconded the motion.

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

The results of the roll call vote were:

Present: 6 Commissioners Battisto, Christopher, Meneghini, Morris, Petella and Acting

Chairman Tucek

Absent: 1 Chairman Parisi

Also Present: Tom Farace, Planning and Economic Development Manager; Patty Battaglia,

Planning and Permitting Assistant; a representative from County Court Reporters

MINUTES:

Commissioner Christopher moved and Commissioner Morris seconded the motion to approve the minutes of the Regular Meeting held on September 12, 2022.

The results of the roll call vote were:

Ayes: 5 Commissioners Battisto, Christopher, Meneghini, Morris, and Acting Chairman

Tucek

Nays: 0

Abstain: 1 Commissioner Petella

Absent: 1 Chairman Parisi

The motion passed by a majority vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

Ayes: 6 Commissioners Battisto, Christopher, Meneghini, Morris, Petella and Acting

Chairman Tucek

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion passed by unanimous vote.

Case #21-0013- Tyndale House Ministries - 504 S. Schmale Road

Zoning Map Amendment, amendment to a Special Use Permit for a Planned Development, Zoning Variation, Plat of Consolidation

Acting Chairman Tucek swore in Mr. Eric Prechtel and asked him to give his presentation.

Mr. Prechtel stated he was here previously and is back due to a technicality. We requested a variation from a 40 feet rear yard setback to 30 feet. We also requested an allowance to the Planned Development which is incorrect. We are actually being removed from the PD so it will no longer apply to us and we need to request that variance to the UDO. The second technicality was the Plat of Consolidation was not on the agenda for the previous meeting. So the approval was invalid.

Acting Chairman Tucek asked for questions or comments from the audience and there were none.

Acting Chairman Tucek asked Mr. Farace to provide a Staff Report.

Mr. Farace stated this is a project that was reviewed last month. They requested approval for the addition of their southern most warehouse which is an amendment to the Planned Development for Geneva Crossing Phase II. They are also seeking approval to rezone (from B-3 to O-S District) the portion of the property that is being utilized for the addition. The Plat of Consolidation is for the smaller parcel being consolidated with the main Tyndale House property. Staff is supportive of the variation from a 40 feet rear yard setback to 30 feet. Overall we are supportive of the project as a whole and are recommending approval.

Acting Chairman Tucek asked for comments or questions from the Commission.

Commissioners Battisto, Christopher, Meneghini, Petella, and Acting Chairman Tucek had no questions.

Commissioner Morris asked Mr. Farace if the setback variance needs to be included because it is in the UDO.

Mr. Farace replied correct.

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

The results of the roll call vote were:

Ayes: 6 Commissioners Battisto, Christopher, Meneghini, Morris, Petella, and Acting

Chairman Tucek

Nays: (

0

Abstain: 0

Absent: 1 Chairman Parisi

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, October 3, 2022, at 6:00 PM for review.

Case #22-0036 - Prestige Donuts/Dunkin - 317 S. Schmale Road

Amendment to a Special Use Permit for a Planned Development, Amendment to a Special Use Permit for a Drive-Through

Acting Chairman Tucek swore in Mr. Eric Carlson and asked him to give his presentation.

Mr. Carlson stated he is an architect from ECA Architects located at 24 N. Bennett Street in Geneva. The Dunkin Donuts is located on the right side of the existing retail center. Currently the drive-through is accessed from Schmale Road. We propose to add another drive-through to make it a double including two menu boards, two lanes and a second window for payment. The two existing parking spaces will be relocated to push the drive-through access point approximately 18 feet. The existing outdoor seating remains where it is currently located, but the trash enclosure needs to be relocated to the coral of trash enclosures that already exists on the site. The coral needs to be constructed to hold three containers instead of two. This eliminates only two parking spaces. The landscape plan complies with all the standard ordinances. Elevations will be updated to meet the new brand standards by adding a gumby tower with the slanted top, replace awnings with an orange band and the brick remains.

Acting Chairman Tucek asked for any comments or questions from the audience and there were none.

Acting Chairman Tucek asked Mr. Farace to provide a Staff Report.

Mr. Farace stated Prestige Donuts DBA Dunkin is seeking approval of an amendment to the Planned Development for Carol's Court which is a three-building development. The drive-through will be expanded about 20 feet to the west to accommodate the additional drive-through space. The additional payment window will be located on the south side. The façade upgrades proposed will provide more of a modern look to the building. The applicant submitted a drive-through analysis that listed number of vehicles in a lane and time frames for pick-up. What is proposed will meet the Village's stacking requirements within our UDO but will also meet Dunkin requirements for moving the vehicles quickly. Staff had a few concerns with where the drive-through entrance would be shifted due to KFC's exiting drive-through which would be closer to Dunkin's updated, drive-through lane possibly causing a conflict. However, the different busier time frames should not cause any conflicts with drive-through lanes as well as stacking occurring from the Schmale.entrance. They are also requesting an exemption to allow some additional signage on the south side of the building Per code, signage is only allowed on the north and west sides. All signs proposed are well below what is allowed per square footage of signage. Staff is supportive of the sign allowance and recommending approval for both Special Use amendments.

Acting Chairman Tucek asked if there were any comments or questions from the audience and there were none.

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

Commissioners Petella asked if this particular franchised business wants this or if the proposals are from the corporate headquarters and commented that most businesses in town with dual lanes only have one lane open.

Mr. Carlson replied it is being requested by the franchisee.

Commissioner Christopher asked if they would be placing bollards or some type of safety for the outdoor seating since it is a very wide, open area.

Mr. Carlson stated they would put in any type of safety, bollards or fencing, to protect the outdoor seating area.

Acting Chairman Tucek asked Mr. Farace to comment on the safety of the outdoor seating.

Mr. Farace suggested they can include bollards as the fence posts or something can be installed.

Acting Chairman Tucek asked if, as a Commission, we could put this request into the motion.

Mr. Farace stated when a recommendation is made it should be stated that a barrier along the front of the outdoor seating area should be installed.

Commissioner Battisto asked if there was anything in the UDO.

Mr. Farace stated there is a code.

Commissioners Meneghini and Morris had no questions.

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

The results of the roll call vote were:

Ayes:

Commissioners Battisto, Christopher, Meneghini, Morris, Petella, and Acting

Chairman Tucek

Navs:

0

Abstain:

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Absent:

Chairman Parisi

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, October 3, 2022, at 6:00 PM for review.

Case #22-0037 – 206 Brewing Company – 600 E. North Avenue

Acting Chairman Tucek swore in Mr. William King, Carol Stream resident.

Mr. King stated he lives at 949 Navajo Street in Carol Stream and would like to acquire a Special Use Permit to open a small, micro brewery within the Village. He is seeking an older crowd with a first responder and military theme.

Acting Chairman Tucek asked if there were any comments or questions from the audience and there were none.

Acting Chairman Tucek asked Mr. Farace to provide a Staff Report.

Mr. Farace stated Mr. King is seeking a Special Use Permit for a micro brewery. The business is being proposed at the southeast corner of North Avenue and Schmale Road within the Shops at Carol Stream

shopping center. This space was former utilized as a Subway and has the right configuration with the seating in the front, the bar area will be where the sandwiches were prepared and the storage and brewing aspect will be in the rear of the facility. Mr. King is proposing to have approximately 10 beers on tap along with other beverages such as ciders, bourbons and maybe 1 or 2 non-alcoholic beverages. Food will not be prepared on site but will be delivered. The Village is currently reviewing a liquor classification for this type of use. Staff has reviewed the request and operations plan and is recommending approval.

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

Commissioner Battisto asked if the petitioner was meeting all the requirements of the UDO.

Mr. Farace replied yes.

Commissioner Christopher asked since he is able to bring food in, will he need to have a food license. Also, if food is brought in, would he be able to have video gaming.

Mr. Farace stated he did not believe he needed a food license, and the video gaming needs to be addressed at a Village Board meeting.

Commissioner Morris stated capacity is about 40 people, what happens if you have 100 guys standing outside wanting to come inside.

Mr. King stated his plan is to work with the two other close by breweries that are located in Bloomingdale and Wheaton and ask these customers to visit those locations.

Commissioners Meneghini, Petella and Acting Chairman Tucek had no questions.

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

The results of the roll call vote were:

Ayes: 6 Commissioners Battisto, Christopher, Meneghini, Morris, Petella and Acting

Chairman Tucek

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, October 3, 2022, at 6:00 PM for review.

PUBLIC HEARING:

Acting Chairman Tucek asked for a motion to close the Public Hearing. Commissioner Morris moved and Commissioner Battisto seconded the motion.

The results of the roll call vote were:

Ayes: 6 Commissioners Battisto, Christopher, Meneghini, Morris, Petella, and Acting

Chairman Tucek

Nays: (

0

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Abstain: 0

Absent:

Chairman Parisi

The motion passed by unanimous vote.

NEW BUSINESS:

Mr. Farace stated he will start providing information to the Plan Commission for items that have been reviewed and approved/not approved by the Village Board.

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 6:48 p.m. Commissioner Christopher moved and Commissioner Petella seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 6 Commissioners Battisto, Christopher, Meneghini, Morris, Petella and Acting

Chairman Tucek

Nays: 0

Abstain: 0

Absent: 1 Commissioners Christopher 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
_	Chr	airman

PROCLAMATION

DESIGNATING OCTOBER NATIONAL COMMUNITY PLANNING MONTH

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work, live, and play; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the Plan Commission/Zoning Board of Appeals and other citizen planners who have contributed their time and expertise to the improvement of the Village of Carol Stream; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the Village of Carol Stream and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DuPAGE COUNTY, ILLINOIS in the exercise of its home rule powers do hereby designate

October 2022 as National Community Planning Month

PROCLAIMED THIS 3RD DAY OF OCTOBER, 2022.

	Frank Saverino, Sr., Mayor	
ATTEST:		
Julia Schwarze, Village Clerk		

AGENDA ITEM C-3 10/3/22

PROCLAMATION

DESIGNATING OCTOBER MANUFACTURING MONTH

WHEREAS, our country, our state and our community were founded and developed on manufacturing; and

WHEREAS, manufacturing has held a prominent place in the Carol Stream business community since its inception; and

WHEREAS, manufacturing employs over 54,000 people in over 3,500 businesses in DuPage County and manufacturing is the 5^{th} largest industry in the County; and

WHEREAS, Carol Stream is a desired location for manufacturing businesses based on its proximity to major expressways, major arterial roadways, O'Hare International Airport and DuPage County Airport; and

WHEREAS, Carol Stream is home to more than 100 manufacturing businesses totaling over 4,000,000 square feet of space in a variety of industries, including automotive parts manufacturing, food production, metal fabrication, paper processing, commercial cooking equipment manufacturing, and packaging material manufacturing.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, Dupage County, Illinois in the exercise of its home rule powers do hereby designate

October 2022 as Manufacturing Month

in the Village of Carol Stream and call upon the community to celebrate and acknowledge the contribution manufacturing has made and continues to make to our community.

PROCLAIMED THIS 3rd DAY OF OCTOBER, 2022.

	Frank Saverino, Sr., Mayor
ATTEST:	

Julia Schwarze, Village Clerk

PROCLAMATION

DESIGNATING OCTOBER CYBERSECURITY AWARENESS MONTH

WHEREAS, the Village of Carol Stream recognizes that it plays a vital role in identifying, protecting its citizens from, and responding to cybersecurity threats that may have significant impact to our individual and collective safety and privacy; and

WHEREAS, critical infrastructure is increasingly reliant on the support of information systems and technology; and

WHEREAS, cybersecurity education and awareness is crucial for everyone, including large corporations, small businesses, financial institutions, schools, government agencies, the home user, and anyone who connects to the internet, be it with a computer, mobile phone, or other internet-connected device; and

WHEREAS, the STOP. THINK. CONNECT.TM Campaign serves as the national cybersecurity public awareness campaign, implemented through a coalition of private companies, nonprofit, government organizations, and academic institutions working together to increase the public's understanding of cyber threats and empowering Americans to be safer and more secure online; and

WHEREAS, the National Institute of Standards and Technology (NIST) Cybersecurity Workforce Framework is a free resource to help organizations (both large and small, public, and private) improve their cybersecurity practices; and

WHEREAS, the Federal Government of the United States of America, the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency, the Multi-State Information Sharing and Analysis Center, the National Association of State Chief Information Officers, and the National Cybersecurity Alliance all recognize October as Cybersecurity Awareness Month; and all citizens are encouraged to visit these websites, along with the Village of Carol Stream www.carolstream.org/IT to learn about cybersecurity.

NOW, THEREFORE, BE IT PROCLAIMED That I, FRANK SAVERINO SR., AND THE CAROL STREAM BOARD OF TRUSTEES do hereby proclaim that the Village of Carol Stream is officially supporting Cybersecurity Awareness Month 2022.

ATTEST:

PROCLAIMED THIS 3rd DAY OF OCTOBER, 2022

ATTEST:

Frank Saverino, Sr., Mayor

Julia Schwarze, Village Clerk

AGENDA ITEM

PROCLAMATION

Designating October Breast Cancer Awareness Month

WHEREAS, each year an estimated 281,550 women and 2,650 men in the United States will be diagnosed with breast cancer, making it the second most commonly diagnosed cancer in women and the second leading cause of cancer death among women in our country; and

WHEREAS, in 2022 an estimated 290,560 new cases of invasive breast cancer are expected to be diagnosed nationally, along with 51,400 new cases of non-invasive breast cancer; and

WHEREAS, in 2020, there were approximately 2.26 million global cases diagnosed with breast cancer, 685,000 of those diagnosed have died; and

WHEREAS, the overall 5-year survival rate for those diagnosed with Stage II breast cancer is 95%, but when diagnosed at Stage I, the 5-year survival rate is 99%; and

WHEREAS, a mammogram is the single most effective method of early detection and has an 80-90% detection rate for women with no symptoms; and

WHEREAS, the DuPage County Health Department provides free breast cancer screenings for uninsured woman between the ages of 40 – 64; and

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, Du PAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby designate

October Breast Cancer Awareness Month

in Carol Stream and encourages residents to become proactive with their health and recommend they regularly consult their physician about periodic screenings, regular clinical breast examinations and mammograms as well as conducting monthly breast self-exams.

monthly breast self-exams.	
	PROCLAIMED this 3th DAY of OCTOBER 2022.
ATTEST:	Frank Saverino Sr Mayor
Julia Schwarze, Village Clerk	

PROCLAMATION



PROCLAIMING OCTOBER 2022 ARTS DUPAGE MONTH

WHEREAS, the arts, culture, and humanities are the embodiment of all things beautiful and entertaining in the world, the enduring record of human achievement; and

WHEREAS, the arts, culture and humanities enhance every aspect of life in the Village of Carol Stream, improving our economy, enriching our civic life, driving tourism, and exerting a profound positive influence on the education of our children; and

WHEREAS, arts education research shows that the arts help to foster discipline, creativity, imagination, self-expression, and problem solving skills while also helping to develop a heightened appreciation of beauty and cross-cultural understanding; and

WHEREAS, the arts, culture, and humanities play a unique and intrinsically valuable role in the lives of our families in our county; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region, a larger share of the economy than transportation, tourism, agriculture and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the month of October has been recognized as Arts DuPage Month by Arts DuPage and the arts and cultural organizations in all the communities within DuPage County.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO AND THE CAROL STREAM VILLAGE BOARD OF TRUSTEES, DuPage County, Illinois, in the exercise of its home rule powers do hereby proclaim October 2022

ARTS DUPAGE MONTH

in the Village of Carol Stream and call upon all citizens to celebrate and promote the arts and culture in DuPage County.

PROCLAIMED THIS 3rd DAY OF OCTOBER, 2022.

ATTEST:	Frank Saverino Sr., Mayor

AGENDA ITEM F. I. a. 10/3/22

Village of Carol Stream Interdepartmental Memo

TO:

Robert Mellor, Village Manager

FROM:

Tom Farace, Planning & Economic Development Manager

THROUGH:

Donald T. Bastian, Community Development Director

DATE:

September 27, 2022

RE:

Agenda Item for the Village Board Meeting of October 3, 2022

PC/ZBA Case 22-0013, Tyndale House Ministries – 504 S. Schmale Road, Zoning Map Amendment, Amendment to a Special Use for a Planned Development, Rear Yard

Building Setback Variation, Plat of Consolidation, and Plat of Vacation

Mr. Eric Prechtel, on behalf of Tyndale House Ministries, requests approval a Zoning Map Amendment, Amendment to a Special Use for a Planned Development, Rear Yard Building Setback Variation, Plat of Consolidation and Plat of Vacation. Tyndale House proposes to construct a 53,000 square foot addition onto their southern warehouse building. The addition will be located on a lot that is currently designated as Lot 1 in the Geneva Crossing Phase II development. The lot will be consolidated with the main Tyndale House lot, removed from the Geneva Crossing Phase II PD, and rezoned from B-3 (General Business District) to O-S (Office and Service District) to match the zoning designation of the main Tyndale House lot. A variation is also requested to reduce the rear yard building setback from 40 feet to 30 feet for the proposed addition.

Sixty-two parking spaces will be removed on the south side of the Tyndale House property to allow for the construction of the warehouse addition. Even with the elimination of a significant number of parking spaces, the property will still have a parking surplus based on UDO regulations. Landscaping and fencing is proposed around the addition to soften its appearance, and screen it from adjacent uses (including the Goddard School daycare center to the east). The exterior of the proposed addition will be constructed of brick veneer to match the existing warehouse building. A plat of vacation has also been submitted, which illustrates the vacation of certain easements, including a stormwater and conveyance easement.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on August 19, 2022 and September 23, 2022. At its meeting on September 26, 2022, by a vote of 6-0, the PC/ZBA recommended approval of the Zoning Map Amendment, Amendment to a Special Use for a Planned Development, Rear Yard Building Setback Variation, and Plats, subject to the conditions in the September 26, 2022 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Map Amendment, Amendment to a Special Use for a Planned Development, Rear Yard Building Setback Variation, and Plats for Tyndale House Ministries, subject to the conditions contained within the Ordinances and Resolutions, and adopt the necessary Ordinances and Resolutions.

ec:

Eric Prechtel, Rosanova and Whitaker, Ltd. Doug Walton, Tyndale House Ministries

AGENDA ITEM

Village of Carol Stream Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager

THROUGH: Donald T. Bastian, Community Development Director

DATE: September 27, 2022

RE: Agenda Item for the Village Board Meeting of October 3, 2022

PC/ZBA Case 22-0036, Prestige Donuts, Inc./Dunkin - 317 S. Schmale Road, Amendment to a Special Use Permit for a Planned Development, Amendment to a

Special Use Permit for a Drive Through

Mr. Vishal Vaghani, with Prestige Donuts, Inc., requests approval an Amendment to a Special Use Permit for a Planned Development (PD) and an Amendment to a Special Use Permit for a Drive Through, for the construction of a second order point and drive-through expansion at the Dunkin facility at 317 S. Schmale Road. Dunkin is part of a multi-building commercial PD known as Carol's Court.

The existing drive-through entrance will be shifted west approximately 23 feet to allow additional space for a second order point near the southwest corner of the building. Similar to other restaurants with dual drive-through lanes, both lanes will converge back to a single lane to proceed to the proposed payment window along the south side of the building. From there, customers will pick up their orders at the second window on the east side of the building. The drive-through expansion has been designed to meet the standards within the UDO. In addition, landscaping upgrades are proposed along the west side of the drive-through expansion for screening purposes, and façade and signage upgrades are proposed to modernize the exterior of the building and include updated signage. A PD allowance is requested to install additional signage on the south side of the building, and all signage has been tastefully designed and is within square footage requirements of the UDO.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on September 23, 2022. At its meeting on September 26, 2022, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Amendments, subject to the conditions in the September 26, 2022 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to a Special Use Permit for a Planned Development (PD) and Amendment to a Special Use Permit for a Drive Through for Prestige Donuts, Inc./Dunkin, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Vishal Vaghani, Prestige Donuts, Inc.

Eric Carlson and Sarah Dring, ECA Architects

AGENDA ITEM

Village of Carol Stream Interdepartmental Memo

TO:

Robert Mellor, Village Manager

FROM:

Tom Farace, Planning & Economic Development Manager

THROUGH:

Donald T. Bastian, Community Development Director

DATE:

September 27, 2022

RE:

Agenda Item for the Village Board Meeting of October 3, 2022

PC/ZBA Case 22-0036, 206 Brewing Company, LLC - 600 E. North Avenue, Special

Use Permit for a Microbrewery

Mr. William King requests approval a Special Use Permit for a Microbrewery for 206 Brewing Company, LLC, at 600 E. North Avenue. Proposed at the Shoppes at Carol Stream, the microbrewery will be operate in the 1,368 square foot tenant space formerly occupied by Subway. Approximately 10 beers will be on tap, and ciders, wine, and other beverage selections are also proposed. Food will not be prepared on-site, but customers will be allowed to bring food in from other establishments, or have food delivered to the facility. The applicant will need to obtain Village and State liquor licenses for the proposed microbrewery, and a new Village liquor license classification for microbreweries is currently under review for the business. The applicant anticipates producing approximately 3,000 gallons of beer annually, or between 90-100 barrels of beer. Waste from both the beer production and the food at the facility should fit within existing refuse and recycling containers at the shopping center for disposal purposes. The applicant indicates that composting of spent grain will also be pursued.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on September 23, 2022. At its meeting on September 26, 2022, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permit, subject to the conditions in the September 26, 2022 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for a Microbrewery for 206 Brewing Company, LLC., subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec:

William King, 206 Brewing Company, LLC

T:\Planning New\Planning\Plan Commission\Staff Reports\2022 Staff Reports\22-0037 206 Brewing Company SUP 600 E North VB Memo.docx



Interdepartmental Memo

TO:

Village Board

VIA:

Bob Mellor, Village Manager

FROM:

Joe Carey, Assistant Village Manager

DATE:

September 28, 2022

RE:

Construction Services Contract with Fountain Technologies, Ltd

Earlier this year, the Village contracted with Christopher B. Burke Engineering, Ltd. (CBBEL) to provide engineering and bid services for the Town Center Fountain repairs. The project is broken up into two phases. The first phase, completed earlier this summer by Capital Industrial Services (in the amount of \$293,500), involved structural repairs to the fountain. The second phase was to include the relocation of the electrical equipment in the vault to above ground utility cabinet along with the installation of new pumps, motors, and fountain lights.

Late last year, CBBEL provided an engineer's estimate of \$770,000 for both Phase 1 and Phase 2 of the fountain project. Unfortunately, as has been the case with other construction projects, CBBEL needed to revise their estimates for Phase 2 work (without moving electrical aboveground) to \$705,000. Due to this, plans were scrapped to move equipment above ground. Bid specifications were prepared by CBBEL and an initial bid opening took place on September 22. Only one bid response was received that was \$642,226.29. CBBEL has reviewed the bid submittal and recommends Fountain Technologies for approval. A copy of their memo along with the bid response is attached.

The most responsible and responsive bid was received from the sole bidder, Fountain Technologies of Wheeling, IL in the amount of \$642,226.29 and staff recommends its approval. While over the initial budgeted line-item amount of \$770,000, the FY-2023 Capital Improvement Plan budget includes adequate funds for this project. This is due to other projects in the Capital Improvement Plan coming in under budget.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 23, 2022

Village of Carol Stream 500 North Gary Avenue Carol Stream, Illinois 60188

Attention:

Mr. Joseph T. Carey

Assistant Village Manager

Subject:

Evaluation and Recommendation of Submitted Proposal Town Center Fountain Mechanical/Electrical Improvements

Village of Carol Stream

(CBBEL Project No.220106.00000)

Dear Mr. Carey:

One bid for the subject project was received and opened on September 22, 2022, shortly after 10:00 a.m. in Village Hall. The bid is summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Base Bid Total
Fountain Technologies, Ltd.	\$642,244.30*
Engineer's Opinion of Probable Construction Cost	\$705,000.00

^{*} As Read

Our comments are as follows:

- 1. The bidder submitted the required 10% Bid Bond and Certifications. We believe that Fountain Technologies is qualified to perform the work based on past performance on similar projects and the submitted similar project experience.
- 2. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form on page 00 41 43-5.
- 3. There was a math error in Fountain Technologies bid resulting in an As Corrected total cost of \$642,226.29.
- 4. The Village may elect to reject the one bid received and rebid the project to try to solicit more contractors to provide proposals or the Village may award a contract in the amount of \$642,226.29 to Fountain Technologies, Ltd. of Wheeling, Illinois for the subject project. Fountain Technologies, Ltd. has provided a responsive bid and is considered qualified to perform the work.

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

Sincerely,

John P. Caruso, PE

Head, Mechanical/Electrical Department

The ! Cause

JPC/pjb

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VILLAGE OF CAROL STREAM

TOWN CENTER FOUNTAIN MECHANICAL/ELECTRICAL IMPROVEMENTS

CBBEL PROJECT NO. 220106

BID TABUALTION OF BIDS RECEIVED SEPTEMBER 22, 2022

				ENGINEER	SES	STIMATE	FOUNTAIN TE	CHN	OLOGIES
Item No.	Description	Unit	QUANTITIES	Unit Cost		Cost	Unit Cost		Cost
02 41 53/01	EXTERIOR DEMOLITION	L SUM	1	\$ 5,000.00	\$	5,000.00	\$ 5,361.38	\$	5,361
02 41 53/02	INTERIOR DEMOLITION	LSUM	1	\$ 25,000,00	\$	25,000.00	\$ 38,704,91	\$	38,70
03 30 00/01	CONCRETE FOUNDATIONS	LSUM	1		\$	*	\$ 12,876.51	\$	12,87
22 52 00/01	FOUNTAIN PUMP AND MOTOR, FWP-1, 75 HP	LSUM	1	\$ 60,000,00	\$	60,000.00	\$ 33,546,53	\$	33,546
22 52 00/02	FOUNTAIN PUMP AND MOTOR, FWP-2, 50 HP	LSUM	1	\$ 60,000,00	s	60,000.00	\$ 24,578,53	\$	24,578
22 52 00/03	FOUNTAIN PUMP AND MOTOR, FWP-3, 30 HP	LSUM	1	\$ 40,000,00	\$	40,000,00	\$ 20,378,24	\$	20,378
22 52 00/04	FOUNTAIN PUMP AND MOTOR, FWP-4, 30 HP	L SUM	1	\$ 40,000,00	\$	40,000.00	\$ 20,378,24	\$	20,378
22 52 00/05	FOUNTAIN FILTRATION SYSTEM, FIL-1	L SUM	1	\$ 25,000,00	\$	25,000.00	\$ 42,737,96	\$	42,73
22 52 00/06	FOUNTAIN LIGHTING	LSUM	1	\$ 60,000,00	\$	60,000,00	\$ 84,008,80	s	84,00
22 52 00/07	FOUNTAIN CONTROL PANEL	L SUM	1	\$ 80,000.00	\$	80,000,00	\$ 32,931.11	\$	32,93
22 52 00/08	FOUNTAIN PIPING AND ACCESSORIES IN VAULT	LSUM	1	\$ 10,000.00	\$	10,000.00	\$ 73,542.67	\$	73,54
22 52 00/09	CONTROL VALVES REBUILD	L SUM	1	\$ 15,000.00	\$	15,000.00	\$ 22,659.56	\$	22,65
23 06 30/01	EXHAUST FAN EF-1 AND RELATED ACCESSORIES	L SUM	1	\$ 10,000.00	\$	10,000.00	\$ 7,016,80	\$	7,01
26 05 19/01	LOW VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$ 35,000.00	\$	35,000.00	\$ 49,362,11	\$	49,36
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$ 30,000.00	\$	30,000.00	\$ 40,045.11	\$	40,04
26 24 19/01	MOTOR CONTROL CENTER MODIFICATIONS	LSUM	1	\$ 125,000.00	\$	125,000.00	\$ 44,140,51	\$	44,14
26 24 20/02	SOFT STARTER, 30 HP	EACH	2	\$ 5,000.00	\$	10,000.00	\$ 4,823,85	\$	9,64
26 29 23/01	VARIABLE FREQUENCY DRIVES, 75 HP	EACH	1	\$ 15,000,00	\$	15,000,00	\$ 14,197.11	\$	14,19
26 29 23/02	VARIABLE FREQUENCY DRIVES, 50 HP	EACH	1	\$ 10,000.00	\$	10,000.00	\$ 16,112,51	\$	16,11
	ALLOWANCE	LSUM	1	\$ 50,000,00	\$	50,000.00	\$ 50,000.00	\$	50,00
				TOTAL BASE BID	\$	705,000.00		5	642,22
					_		As Read		\$642,2

As corrected by CBBEL

Village of Carol Stream Interdepartmental Memo

TO:

Bob Mellor, Village Manager

FROM:

Philip J. Modaff, Director of Public Works

DATE:

September 28, 2022

RE:

Approval of Independent Contractor Agreements -- Snowplowing

As in past years, the Public Works Department plans on utilizing contractors to assist in snow removal during the 2022-23 winter season. Contractor services are included in the current budget for assistance with courts and other locations as needed. We have tentatively lined up three contractors to provide these services:

- AJD Concrete Construction Corp.
- Abbott Tree Care
- Aspen Snow & Ice

All three contractors have performed satisfactorily for the Village in prior years. Historically, we have paid contractors an hourly rate for plowing services and we intend to continue that payment method with AJD and Abbott. However, last year we began testing a new invoicing structure with Aspen wherein they will charge a flat fee of \$450 each time we direct them to clear the courts in their route. This strategy appears to deliver a benefit of more efficiency to the Village along with cost containment, and the contractor will have the benefit of predictability of their earnings. We will continue to assess this arrangement this season to determine the impact on costs and efficiency.

Hourly equipment rates were increased last year after not having increased since 2016. However, current economic factors demand that another increase is in order this year due to several factors:

- 1. Fuel prices have increased significantly in the past year and pricing is volatile
- 2. The number of contractors and the pool of employees interested in this work has decreased
- 3. Employee hourly wage rates have increased (due in part to number 2 above)
- 4. Rates paid by a neighboring municipalities are also increasing

A sample of the Independent Contractor Agreement is attached reflecting the new rates. (Also attached are the addendums to the Agreement which address the Glenbard North walking path work and the work to be performed by Aspen for a flat fee.) If approved by the Village Board, staff will secure contractor signatures and the Village Manager will sign off as per the Board's authorization. The proposed new rates are as follows:

EQUIPMENT	OLD RATE	NEW RATE ¹	TRAVEL RATE ²
Pick-up truck	\$85/hr	\$100/hr	\$25/hr
Single-axle truck	\$88/hr	\$103/hr	\$25/hr
Skid steer	\$99/hr	\$115/hr	\$28/hr
Tandem truck	\$139/hr	\$145/hr	\$25/hr
2/2.5 cy loader	\$161/hr	\$190/hr	\$28/hr
3 cy loader	\$192/hr	\$218/hr	\$28/hr
Backhoe/loader	\$103/hr	\$110/hr	\$28/hr

One contractor, AJD Construction & Concrete, will also provide walkway snow and ice clearing services in the Glenbard North High School area as they have done in prior years. We have historically paid them a flat rate and have never increased the rate since program inception. Therefore, staff is also recommending a rate increase for this service.

Staff recommends a Motion approving the sample Independent Contractor Agreement and addendums for Snow Plowing and authorizing the Village Manager to sign the Agreements with the listed firms and at the rates listed above.

Attachments

¹ If fuel prices exceed \$6.00/gallon, rates will increase by no more than 3%. If fuel prices exceed \$7.00/gallon, rates will increase by no more than 5%.

² No change to the travel rate is proposed

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 4)

THIS AGREEMENT entered into by and between

herein referred

to as the "First Party"; and the VILLAGE OF CAROL STREAM, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "Second Party".

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

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

- 1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
- 2. To protect, indemnify, hold and save harmless and defend the "Second Party" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "First Party" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "Second Party" whether latent or patent, or from other causes whatsoever, except that the "First Party" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "Second Party".
- 3. To keep in force, to the satisfaction of the "Second Party", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "First Party" agrees that at any time upon the demand of the "Second Party" proof of such insurance coverage as will be submitted to the "Second Party". There shall be no additional charge for said insurance to the "Second Party".

INDEPENDENT CONTRACTOR'S AGREEMENT (page 2 of 4)

To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

- 4. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
- 5. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
- 6. To invoice for equipment and services rendered during the term of this agreement at the following rates:

FULL RATE	TRAVEL RATE	
\$100/hr	\$25/hr	
\$103/hr	\$25/hr	
\$115/hr	\$28/hr	
\$145/hr	\$25/hr	
\$190/hr	\$28/hr	
\$218/hr	\$28/hr	
\$110/hr	\$28/hr	
	\$100/hr \$103/hr \$115/hr \$145/hr \$190/hr \$218/hr	\$100/hr \$25/hr \$103/hr \$25/hr \$115/hr \$28/hr \$145/hr \$25/hr \$190/hr \$28/hr \$218/hr \$28/hr

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

INDEPENDENT CONTRACTOR'S AGREEMENT (page 3 of 4)

REQUIRED INSURANCE

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

TYPE

MINIMUM COVERAGE

A. Workmen's Compensation

Statutory State of Illinois

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

\$2,000,000 Aggregate Limit

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

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

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

Each contractor shall submit a Certificate of Insurance on an ISO approved form prior to commencing any work, indicating the Village of Carol Stream as an additional insured on a primary and non-contributory basis. The following items must be included on the Certificate of Insurance:

• Cancellation Clause <u>must read as follows</u>: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left."

INDEPENDENT CONTRACTOR'S AGREEMENT (page 4 of 4)

 Certificate Holder <u>must read</u>: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 N. Gary Avenue, Carol Stream, IL 60188"

This agreement shall be in effect from the 1st day of November, 2022 through the 30th day of April, 2023. **IN WITNESS WHEREOF, THE PARTIES** have executed this agreement this 3rd day of October 2022.

FIRST PARTY:		
	CONTRACTOR	
	SIGNED	
	BY:	
	TITLE:	
SECOND PARTY:		
	VILLAGE OF CAROL STREAM	
	SIGNED:	
	BY:	
	TITLE: Village Manager	

ADDENDUM TO SNOW PLOWING AGREEMENT WALKING PATH SNOW REMOVAL

This section of the Independent Contractor's Agreement for snow removal services between the Village of Carol Stream (hereinafter "Village") and AJD Concrete Construction Corp. (hereinafter "Contractor") provides for the terms under which Contractor will provide walking path snow removal as provided below.

- The following services shall be provided by the Contractor upon request by the Village:
 - Clearing of snow from sidewalks and/or bike paths in the following locations:
 - On the south side of Lies Road between Idaho Street and County Farm Road (except for the area immediately adjacent to the Glenbard North High School property);
 - On the west side of Kuhn Road from Thunderbird Drive to Woodhill Drive (except for the area immediately adjacent to the Glenbard North High School property)
 - Equipment to be used:
 - Sidewalk equipment shall be no larger than a skid steer with plow no wider than the sidewalk
 - Bike path equipment shall be no larger than a pick-up truck with plow no wider than the bike path
 - Application of a snow and ice melting agent (to be provided by the Village) in the same areas as identified above.
 - For the sidewalk Contractor shall use a drop spreader; for the bike path Contractor may use a broadcast spreader.
- Work shall be performed in a timely fashion so as to accommodate pedestrian use of the sidewalks and/or bike paths on the following schedule:
 - Morning: all requested work to be completed no later than 6:30 am
 - Afternoon: all requested work to be completed no later than 2:15 pm (except for early dismissal on Mondays when work must be completed by 1:15 pm)
- Compensation (in accordance with the proposal submitted by Contractor and attached hereto):
 - Clearing of snow:
 - Accumulation between 1" and 4" = \$375 per event¹
 - Accumulation greater than 4" and up to 6" = \$475 per event
 - Accumulation greater than 6" and up to 9" = \$575 per event
 - Accumulation greater than 9" = \$80/hour per person
 - Application of snow and ice melting agent = \$80/hour per person

All other terms and conditions of service remain in effect in accordance with the Independent Contractor's Agreement for snow removal services.

CONTRACTOR;	AJD Concrete Construction Corp.	
NAME:	-	TITLE:
SIGNATURE:		DATE:

¹ An "event" means one continuous snow storm. Contractor may have to provide services multiple times under the same event and only be entitled to payment for one "event".

ADDENDUM TO 2022-2023 SNOW PLOWING AGREEMENT

This section of the Independent Contractor's Agreement for snow removal services between the Village of Carol Stream (hereinafter "Village") and Aspen Snow and Ice Removal. (hereinafter "Contractor") provides for the terms under which Contractor will provide Village snow removal assistance as provided below.

- The following services shall be provided by the Contractor upon request by the Village:
 - O Clearing snow from the Courts and Cul-de-sacs in the following location:
 - Carol Stream Snow Zone #4 which runs from Gary Ave to Kuhn Road and then Army Trail to Lies Road. Attached is a highlighted map for detailed view.
 - Carol Stream Snow Zone #3 which runs from County Farm Road to Kuhn road and then Army Trail Road to Lies Road. Attached is a highlighted map for a detailed view.
 - o Snow removal equipment may consist of pickup truck w/plow, skid steer with plow, and/or loader
 - O Upon call from a member of the Carol Stream supervisory/management staff, work shall begin when a start time is given. The supervisor often will do his/her best to give at least an hour heads up on when to start. In addition, the supervisor will also give an update if possible on when he/her expects to call out contractors before a storm is scheduled to begin.
 - Compensation (in accordance with the proposal submitted by Contractor and attached hereto):
 - One time through the route to satisfactorily clear all sections assigned = \$450.00 flat rate fee
 - After successful completion of the assigned route, contractor shall notify Jason Pauling (or his designee) that the work is complete. If the route needs to be addressed again due to weather conditions, the contractor shall charge the Village \$375.00 each additional time they need to clean the entire route. Each time the route is completed, they will contact Jason directly.
 - If the contractor is called back to address a missed area or substandard work, no additional charges shall be levied or paid.
 - Additional work outside of this scope shall be undertaken by the contractor at a separate cost as per the rate scale below. This additional work shall be covered under the provisions and terms of this agreement.

EQUIPMENT	FULL RATE
Pick-up truck	\$100.00/hr
Single-axle truck	\$103.00/hr
Skid steer	\$115.00/hr
Tandem truck	\$145.00/hr
2/2.5 cubic yard loader	\$190.00/hr
3 cubic yard loader	\$218.00/hr
Backhoe/loader	\$110.00/hr

- Payment will not be made for units while under repair.
- Billing shall be submitted every two weeks, when applicable.
- Contractors will be expected to push back corners at intersections.

CONTRACTOR: Aspen Snow and Ice Removal
NAME:
TITLE:
SIGNATURE:
DATE:
VILLAGE
NAME: Robert Mellor
TITLE: Village Manager
SIGNATURE:
DATE.

AGENDA ITEM *I - | 10/3/22*

ORDINANCE NO. 2022-

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO REZONE PROPERTY FROM THE B-3 GENERAL BUSINESS DISTRICT TO THE O-S OFFICE AND SERVICE DISTRICT (TYNDALE HOUSE MINISTRIES, 504 S. SCHMALE ROAD)

WHEREAS, Eric Prechtel, on behalf of Tyndale House Ministries, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to rezone the Property at 504 S. Schmale Road, Carol Stream, from the B-3 General Business District to the O-S Office and Service District; and

WHEREAS, pursuant to Section 16-15-7 of the Carol Stream Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on August 22, 2022 and September 26, 2022, following proper legal notice of said public hearings, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

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

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

SECTION 1: The 1.44-acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to rezone the Property to the O-S Office and Service District.

LEGAL DESCRIPTION OF THE PROPERTY:

LOT 1 IN GENEVA CROSSING; PHASE II, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 2017 AS DOCUMENT R2017-125315, IN DUPAGE COUNTY, ILLINOIS

AND

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR CROSS ACCESS AS PER THE PLAT OF GENEVA CROSSING; PHASE II DOCUMENT R2017-125315

P.I.N. 05-04-304-079

Common Address: 504 S. Schmale Road, Carol Stream, IL 60188

Ordinance No. 2022 Page 2 of 2	
PASSED AND APPROVED THIS 3rd D.	AY Of OCTOBER, 2022.
AYES:	
NAYS:	
ABSENT:	
ATTEST: Julia Schwarze, Village Clerk	Frank Saverino, Sr. Mayor



AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, AND A REAR YARD BUILDING SETBACK VARIATION (TYNDALE HOUSE MINISTRIES, 504 S. SCHMALE ROAD)

WHEREAS, Eric Pretchel, on behalf of Tyndale House Ministries, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for a Planned Development, as provided in Section 16-7-6 of the Unified Development Ordinance; and a Variation to reduce the required rear yard building setback, as provided in Section 16-3-6 (B)(2) of the Unified Development Ordinance, on the property legally described in Section 3 herein and commonly known as 504 S. Schmale Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Sections 16-8-4 (K) and 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on August 22, 2022 and September 26, 2022, following proper legal notice of said public hearings, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Amendment and Variation be approved; and

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

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

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for 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. The warehouse addition will expand an existing business in town and provide an additional business amenity to the community.
- 2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. The warehouse addition and removal of the subject lot from the existing Planned Development will operate in a manner that should not be detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- 3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. Surrounding properties include industrial, commercial, and residential uses. The warehouse addition and removal of the subject lot from the existing Planned Development should not be injurious to the use

and enjoyment of other properties in the immediate vicinity for the purposes already permitted, nor diminish or impair property values within the area.

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

SECTION 2:

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

- 1. The requested variations arise from conditions that are unique to the subject property, that are not ordinarily found in the same zoning district and that are not a result of the owner's intentional action. It is believed the requested variation is acceptable given that the proposed addition will align with the existing building and be screened properly from the adjacent properties.
- 2. The variation to be granted will not alter the essential character of the neighborhood in which the subject property is located, nor substantially or permanently impair use or development of adjacent property. If the variation is granted, it is not believed the essential character of the locality will be altered since the addition will be align with the existing building and maintain an adequate setback from the rear property line so as not to impair the adjacent properties.
- 3. The strict application of the applicable standards will constitute an unnecessary physical hardship (not economic hardship) because the property cannot be used for an otherwise allowed use without coming into conflict with applicable site development standards. In order to meet the O-S District rear-yard building setback, the proposed addition would need to be shifted west by 10 feet and create a jog in the warehouse space.
- 4. The variation is the minimum action necessary to alleviate the hardship and observes the spirit of this UDO. It is believed that spirit of the UDO will be maintained with the setback reduction, since the addition will align with the existing building and be screened with landscaping and fencing.

Ordinance No. 2022-Page 3 of 6

5. The variation desired will not adversely affect the public health, safety, or general welfare or impair the purposes or intent of the UDO or the comprehensive plan. It is not believed the proposed setback reduction will adversely affect public health, safety, or general welfare, and the addition will align with the existing warehouse building and be properly screened.

SECTION 3:

The Special Use Amendment and Variation, as set forth in the above recitals, are hereby approved and granted to Tyndale House Ministries, subject to the conditions set forth in Section 4, upon the real estate commonly known as 504 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN GENEVA CROSSING; PHASE II, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 2017 AS DOCUMENT R2017-125315, IN DUPAGE COUNTY, ILLINOIS

AND

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR CROSS ACCESS AS PER THE PLAT OF GENEVA CROSSING; PHASE II DOCUMENT R2017-125315

hereinafter referred to as the Subject Property.

SECTION 4:

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

- 1. That all improvements, including but not limited to the building, parking lot, and landscaping, must be built, installed, and maintained in accordance with the attached plans and exhibits;
- That the landscape materials must be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
- 3. That a guaranty, in the form of a letter of credit or performance bond, approved by the Village Attorney and the Community Development Director, or a cash deposit made with the Village Treasurer for 20% of the total cost estimate of landscaping for the construction in January 1 dollars for the current year, shall be provided by the applicant for all required landscape improvements. Such guaranty shall be executed before building permits are issued. The 20% landscaping deposit shall be held in escrow for a period of 18 months past the time of planting and will be

Ordinance No. 2022-Page 4 of 6

refunded on approval of the village, unless extended by the village per § 16-8-4(N)(10)(c);

- 4. That any required landscaped area, greater than 150 square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within 50 feet of said landscaped areas, unless otherwise approved by the Engineering Services Director to accommodate native grasses. No part of an irrigation system may be installed in village right-of-way;
- 5. That no future vehicular access shall be allowed from the Tyndale House Ministries property south into the Geneva Crossing Phase I development, and all vehicles shall utilize Executive Drive for access to and from the Tyndale House Ministries property;
- 6. That if any additional ground-mounted or roof mounted mechanical and utility equipment is installed, said equipment shall be screened per requirements of the UDO; and
- 7. That the site and facility must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 5:

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

- 1. Cover Sheet (Exhibit A, received by the Community Development Department April 14, 2022), prepared by MeritCorp, 4222 Meridian Parkway, Suite 112, Aurora, IL 60504.
- 2. Existing Conditions Plan (Exhibit B, received by the Community Development Department April 14, 2022), prepared by MeritCorp, 4222 Meridian Parkway, Suite 112, Aurora, IL 60504.
- 3. Demolition Plan (Exhibit C, received by the Community Development Department April 14, 2022), prepared by MeritCorp, 4222 Meridian Parkway, Suite 112, Aurora, IL 60504.
- 4. Geometric Plan (Exhibit D, received by the Community Development Department April 14, 2022), prepared by MeritCorp, 4222 Meridian Parkway, Suite 112, Aurora, IL 60504.
- 5. Landscape Plan (Exhibit E, received by the Community Development Department April 21, 2022), prepared by Aspen Group, 9645 Lincoln Way Lane, Suite 201, Frankfort, IL 60423.

Ordinance No. 2022-Page 5 of 6

- 6. Architectural Floor Plan (Exhibit F, received by the Community Development Department April 14, 2022), prepared by Aspen Group, 9645 Lincoln Way Lane, Suite 201, Frankfort, IL 60423.
- 7. Exterior Elevations (Exhibit G-1 and G-2, received by the Community Development Department April 14, 2022), prepared by Aspen Group, 9645 Lincoln Way Lane, Suite 201, Frankfort, IL 60423.
- 8. Parking Study Plan (Exhibit H, received by the Community Development Department April 14, 2022), prepared by Aspen Group, 9645 Lincoln Way Lane, Suite 201, Frankfort, IL 60423.

SECTION 6:

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

SECTION 7:

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

PASSED AND A	APPROVED THIS 3rd	DAY OF OCTOBER, 2022.	
AYES:			
NAYS:			
ABSENT:			
ATTEST:		Frank Saverino, Sr. Mayor	
Julia Schwarze, Villag	ge Clerk		

Ordinance No. 2022-Page 6 of 6

I, Doug Walton, 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 Code of Ordinances, and/or termination of the special use permit. Tyndale House Ministries 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

TYNDALE HOUSE MINISTRIES - WAREHOUSE ADDITION SITE CIVIL ENGINEERING PLANS

351 EXECUTIVE DR CAROL STREAM, DUPAGE COUNTY, ILLINOIS

RECEIVED APR 4 2022

COPYRIGHT (C) 2022 MeritCorp

COMMUNITY DEVELOPMENTS DEPT

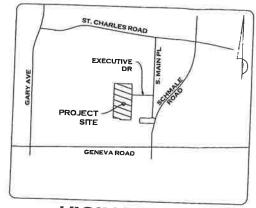
MASTER NOTES

- ALL ITEMS OF THIS PROJECT SHALL BE GOVERNED BY SPECIFICATIONS INCLUDED IN THE DOCUMENTS LISTED BELOW:
- "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" PREPARED BY THE DEPARTMENT OF RANSPORTATION OF THE STATE OF ILLINOIS AND ADOPTED BY SAID DEPARTM
- (LATEST REVISION") AND HEREINAFTER REFERRED TO AS THE "STANDARD SPECIFICATIONS".

 8. "SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS" ADOPTED BY THE ILLINOIS DEPARTMENT OF
- C. "ILLINOIS URBAN MANUAL" (LATEST REVISION") BY ASSOCIATION OF ILLINOIS SOIL & WATER CONSERVATION DISTRICTS.
 D. "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", BY ILLINOIS ENVIRONMENTAL PROTECTION AGENCY.
 E. "ILLINOIS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS & HIGHWAYS" BY ILLINOIS DEPARTMENT OF
- VSPORTATION.
 "ILLINOIS ACCESSIBILITY CODE", (LATEST EDITION").

*LATEST REVISION IN EFFECT ON THE DATE OF THESE PLANS

- PRIOR TO BID, THE CONTRACTOR SHALL VERIFY CONFORMANCE BETWEEN PLANS AND THE ABOVE REFERENCED CODES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO BID
- 3, IN THE EVENT OF A CONFLICT BETWEEN THESE VARIOUS STANDARDS, MUNICIPAL STANDARDS SHALL APPLY
- 4. ALL TRAFFIC CONTROL AND OTHER ADVISORY SIGNS NEEDED FOR CONSTRUCTION ARE TO BE FURNISHED BY THE CONTRACTOR IN ACCORDANCE WITH SECTION 701 OF THE STANDARD SPECIFICATIONS
- 5. ALL WORK PERFORMED SHALL COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF OSHA
- 6. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING JULIE 1-800-892-0123 AT LEAST 48 HOURS IN ADVANCE OF CONSTRUCTION OPERATIONS. ALL UTILITIES MUST BE STAKEDR. OCATED BEFORE CONSTRUCTION.
- 8. THE CONTRACTOR SHALL PROTECT AND PRESERVE ALL SURVEYING MONUMENTS. UNTIL THE OWNER, THEIR AGENT OR A LICENSED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATIONS.
- THE CONTRACTOR SHALL BE AWARE OF POTENTIAL CONFLICTS WITH EXISTING UTILITIES AS MAY BE INDICATED ON THE PLANS. THESE AREAS SHALL BE EXCAVATED TO DETERMINE ELEVATIONS BEFORE BEGINNING CONSTRUCTION, CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
- 10. SAWING OF REMOVAL ITEMS AS NOTED IN THE PLANS OR AS REQUIRED BY THE ENGINEER SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT OF THE ITEM BEING REMOVED AND NO EXTRA COMP
- 11. ALL ROAD SIGNS, STREET SIGNS AND TRAFFIC SIGNS WHICH NEED TO BE RELOCATED. OR MOVED DUE TO CONSTRUCTION SHALL BE TAKEN DOWN AND STORED BY THE CONTRACTOR AT HIS OWN EXPENSE EXCEPT THOSE WHICH THE PERMIT AGENCY SHALL REQUIRE TO BE TEMPORARLY RESET UNIT. COMPLETION OF CONSTRUCTION OPERION. AFTER COMPLETION OF THE WORK, THE CONTRACTOR, SHALL, AT HIS OWN EXPENSE, RESET ALL SAID SIGNS AT THE LOCATIONS DESIGNATED. BY THE
- 12. THE CONTRACTOR SHALL PRESERVE ALL CONSTRUCTION STAKES UNTIL THEY ARE NO LONGER NEEDED. ANY STAKES DESTROYED BY THE CONTRACTOR PRIOR TO THEIR USE SHALL BE RESET BY THE OWNER'S ENGINEER AT A COST TO BE BORNE BY THE CONTRACTOR THAT DESTROYED THE STAKES.
- 13. CONTRACTOR SHALL USE CARE NEAR ANY AND ALL EXISTING ITEMS WHICH ARE NOT INDICATED TO BE REMOVED OR MODIFIED. ANY DAMAGE DONE TO THESE ITEMS BY CONTRACTORS OPERATIONS SHALL BE REPAIRED AND/OR RESTORED BY THE CONTRACTOR AT THE CONTRACTORS OWN EXPENSE.
- 14. THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE OWNER. THE PERMIT AGENCY AND ITS OFFICERS, EMPLOYEES, AND AGENTS, AND THE OWNER'S ENGINEERS, FROM AND AGAINST ALL LOSSES, CLAIMS, DEMANDS, PAYMENTS, SUITS, ACTIONS, RECOVERIES AND JUDGMENT OF EVERY MATURE AND DESCRIPTION REPOUGH RECOVERED AGAINST THEM BY REASON OF ANY ACT OR OMISSION OF SAID CONTRACTOR, HIS AGENTS OR EMPLOYEES, IN THE EXECUTION OF THE WORK.
- 15. BURNING ON THE SITE IS NOT PERMITTED.
- 16. ALL IMPROVEMENTS SHOWN ON THE PLANS ARE THE RESPONSIBILITY OF THE CONTRACTOR.



VICINITY MAP

SYMBOL LEGEND TABLE OF CONTENTS PROPERTY LINE BUILDING SETBACK LINE

SHEET NAME **COVER SHEET** EASEMENT LINE DEPRESSED CURB EXISTING CONDITION PLAN DEMOLITION PLAN WATER MAIN GEOMETRIC PLAN GAS LINE **GRADING & UTILITY PLAN** ELECTRIC LINE

MANHOLE STORM CURB FRAME & GRA

灣 阿 牙 四



OVERHEAD WIRES

FENCE LINE

SILT FENCE



CONCRETE SIDEWALK NEW HEAVY DUTY ASPHAL STANDARD DUTY ASPHALT PAVEMENT (SEE DETAIL SHEET)

EXHIBIT A

PROJECT TEAM

TYNDALE HOUSE MINISTRIES CAROL STREAM, IL 60188

44.4

ACTOR TOWNERS

ASPEN GROUP 9645 LINCOLN-WAY LANE STE 201 FRANKFORT, IL 60423 Ph.(815)806.1705

MeritCorp Group, LLC

NOTE

1. DETAILS AND NOTES WITHIN THESE PLANS, ALONG WITH NOTATIONS TO SUPPLEMENT SAME ARE CRUCIAL TO THE PROPER CONSTRUCTION OF THE DESIGN CONTAINED HEREIN.

2. CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE HIMSELF WITH ALL CONDITIONS PRIOR TO ENGAGING IN A CONTRACT TO PERFORM WORK AS PROPOSED HEREIN.

3. PLANS ARE NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL OF THE ENGINEER.

SITE BENCHMARKS

- DUPAGE COUNTY BENCHMARK # 0174 LOCATEO AT THE NORTHWEST CORNER OF THE INTERSECTION OF FULLERTON AVE & SCHMALE ROAD. ELEV=812.54
- OF GENEVA ROAD AND PRESIDENT STREET

ABBREVIATIONS

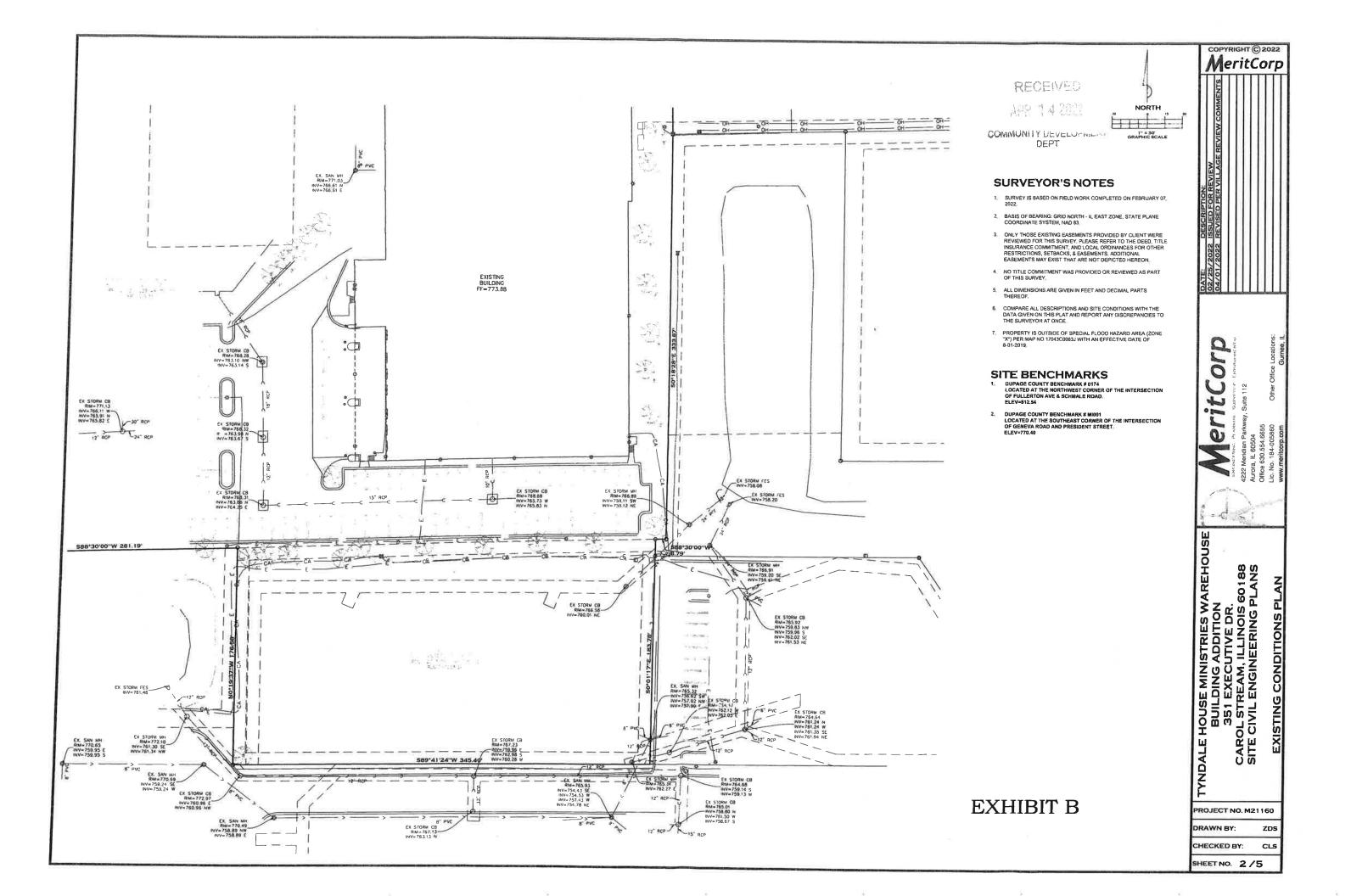
ALE HOUSE MINISTRIES WAREHOUSE BUILDING ADDITION 351 EXECUTIVE DR. CAROL STREAM, ILLINOIS 60188 SITE CIVIL ENGINEERING PLANS

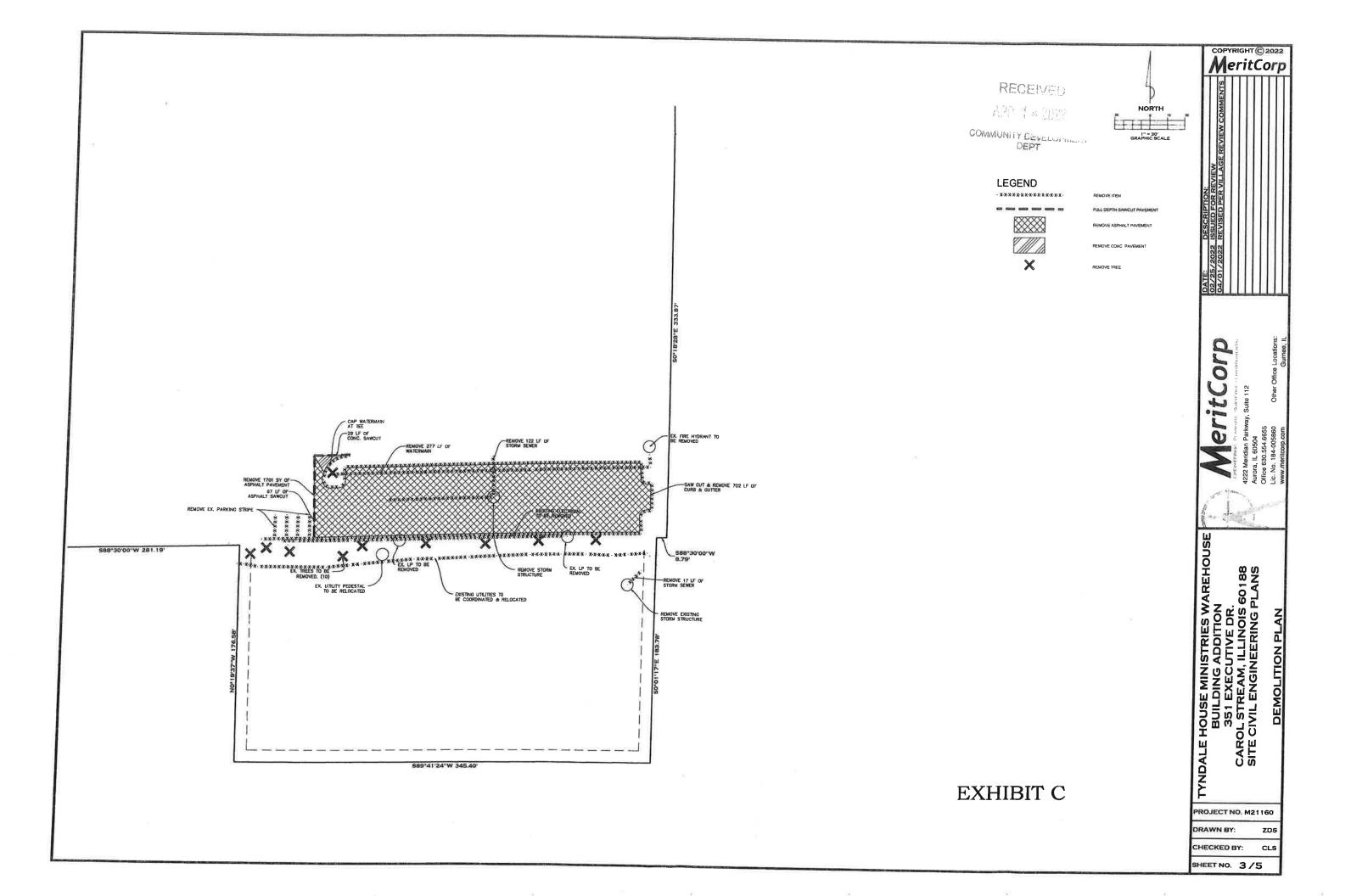
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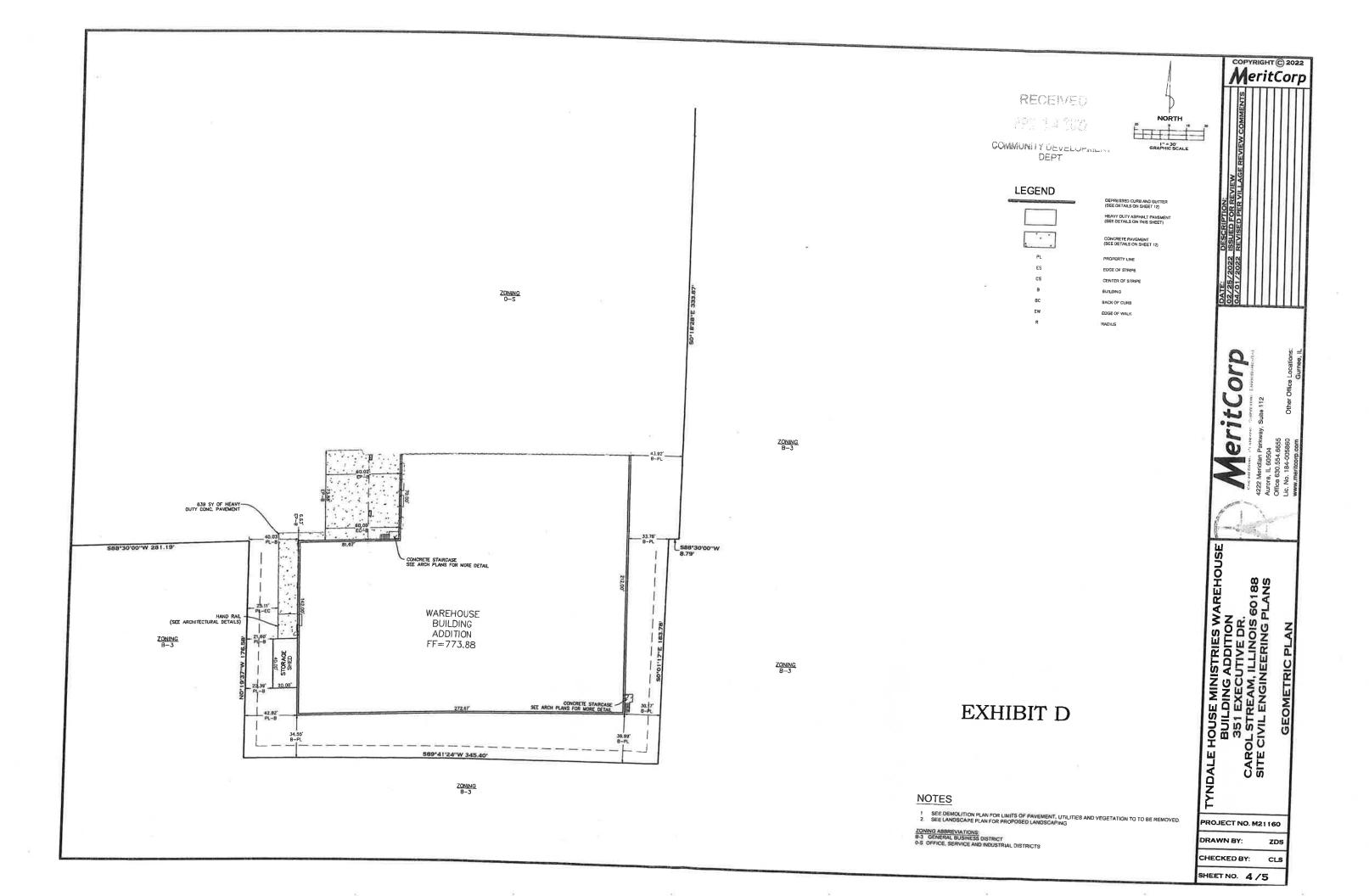
PROJECT NO. M21160

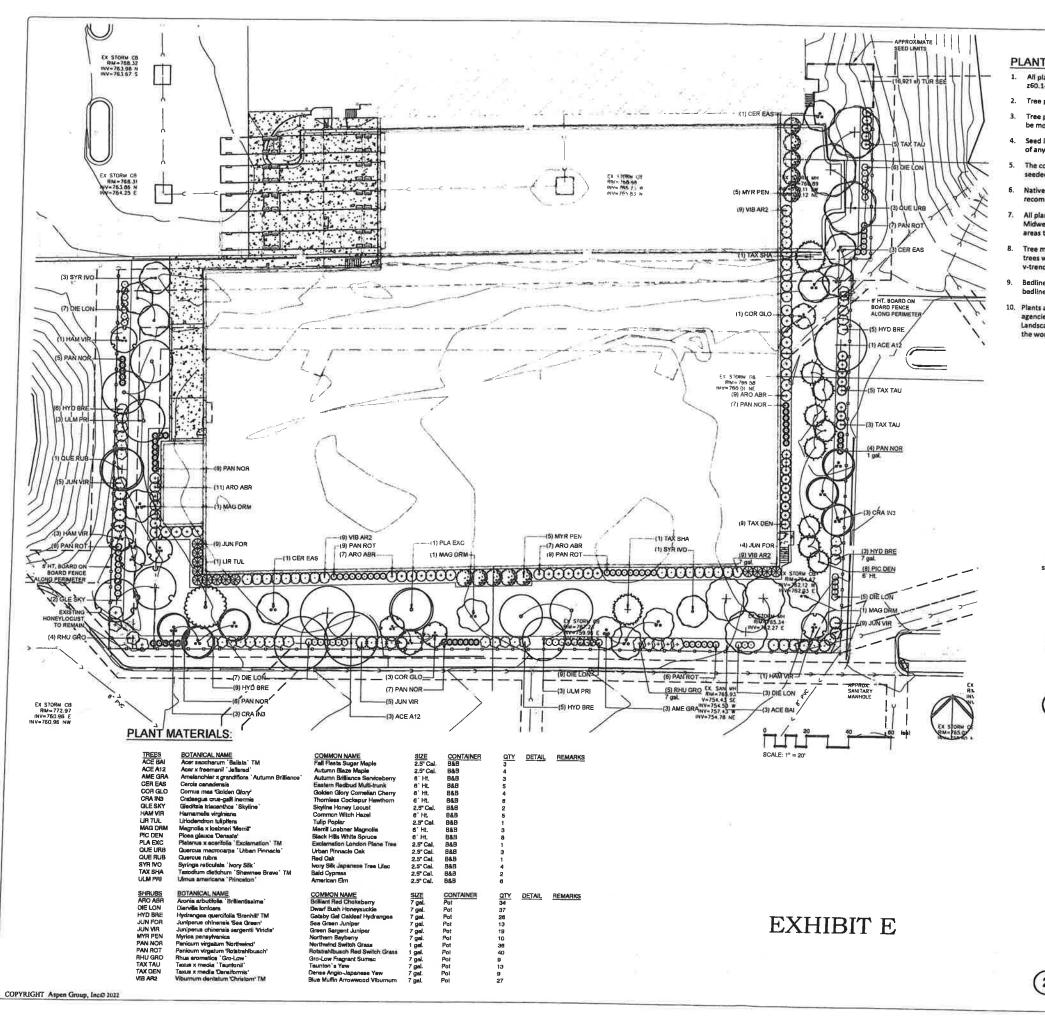
DRAWN BY: ZDS CHECKED BY:

SHEET NO. 1 /5





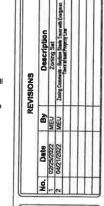




PLANTING GENERAL NOTES:

NOT FOR CONSTRUCTION

- All plants shall be grown and harvested in accordance with the American Standard for Nursery Stock (ANS)
- 2. Tree planting shall comply with details herein and the Village of Carol Stream Landscape Ordinances
- Tree pits shall be tested for water percolation. If water does not drain out of tree pit within 24-hours, the tree shall
- Seed limit lines are approximate. Seed to limits of grading and disturbance. Contractor responses of any unauthorized disruption outside of designated construction area at no additional cost to the owner.
- stractor is responsible for erosion control for all native site topsoil, plant beds, and in all landscaped and seeded areas. Provide temporary erosion control blanket for all seeded areas that exceed 4:1 slopes.
- Native site topsoil shall be laboratory tested by and accredited laboratory and amended per said laboratory's
- All planting beds to receive 12" min, amended topsoil. Amend with soil conditioner similar to Midwest Trading Midwest Landscapers Pro One per manufacturer recommendations or approved equal. All disturbed turf seed areas to maintain or receive 6" min. topsoil.
- Tree mulch rings in turf areas are 5 foot diameter, typical. Contractor shall provide a mulch ring around all existing trees within the limit of work. Remove all existing grass from the area to be mulched and provide a typical v-trench edge at perimeter of the beds. Mulch to be shredded hardwood bark.
- Bedlines are to be spade cut to a minimum depth of 3 inches, unless otherwise shown on the plans. Curved bedlines are to be smooth and not segmented.
- 10. Plants and other materials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Confirm and install sufficient quantities to complete the work as drawn and specified. Notify Landscape Architect of any discrepancies. No additional payments will be made for materials required to complete the work as decreased and the complete. the work as drawn and specified



RECEIVED

APR 2 1 2022 CENTRALLEADER: (SEE CROWN
OBSERVATIONS DETAILL COMMUNITY DEVELOPMENT DEPT TRUNK CAUPER SHALL MEET A TOP OF ROOT BALL SHALL BE FLUSH WITH FINISHED GRADE. ROOT BALL MODIFIED AS REQUIRED PRIOR TO MULCHING, LIGHTLY TAMP SOIL ARQUAD THE ROOT EALL IN 6' LIFTS TO BRACE TREE DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER ARQUAD THE ROOT BALL TO SETTLE THE SOR.. ROUND-TOPPED SOIL BERM 4" HIGH X 5" WIDE ABOVE ROOT BALL SURFACE SHALL BE CONSTRUCTED AROUND THE ROOT BALL BERM SHALL BEGIN AT TLAYER OF MULCH. N MORE THAN 1" OF MULCH ON TOP OF ROOT BALL (SEE SPECIFICATIONS FOR MULCH). FINISHED GRAD AODIFIED SOIL DEPTH VARIES. (SEE SOIL PREPARATION PLAN) THEES SHALL BE OF CHALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS. EXISTING SOIL **BECTION VIEW** BOTTOM OF ROOT BALL RESTS OF TREE W/ BERM (EXISTING SOIL MODIFIED)

SET ROOTBALL CROWN 1"HIGHER THAN SURROUNDING FINISHED GRADE, WATER WELL: 4° HI AT SHRUB, NO WATER WELL AT LAWN AREA. PLANT TABLETS AS NOTED OR SPEICIFIED. BACKFILL MIX, SEE NOTES AND SPECIFICATIONS.

SHRUB PLANTING (2)

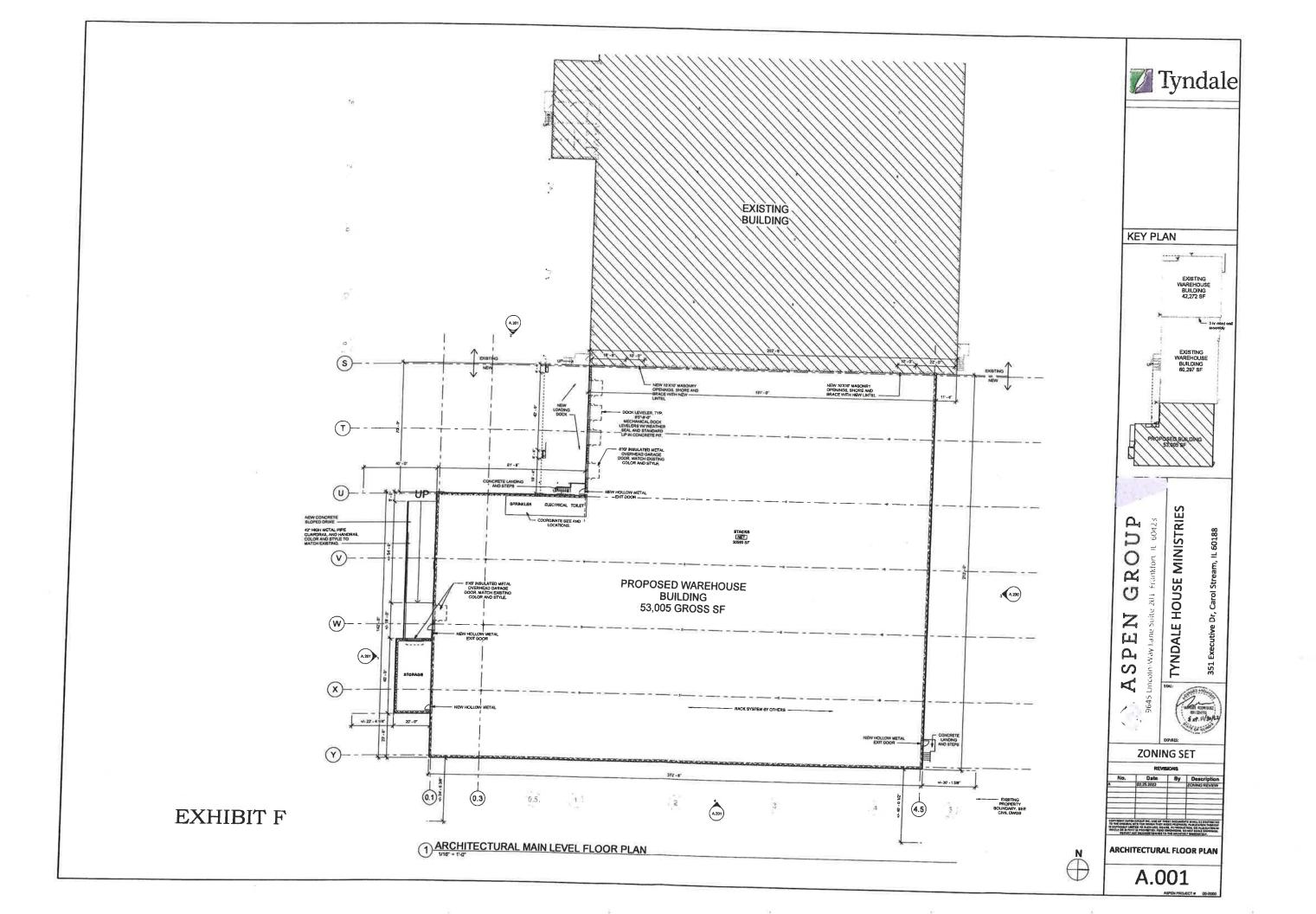
HOUSE | TYNDALE

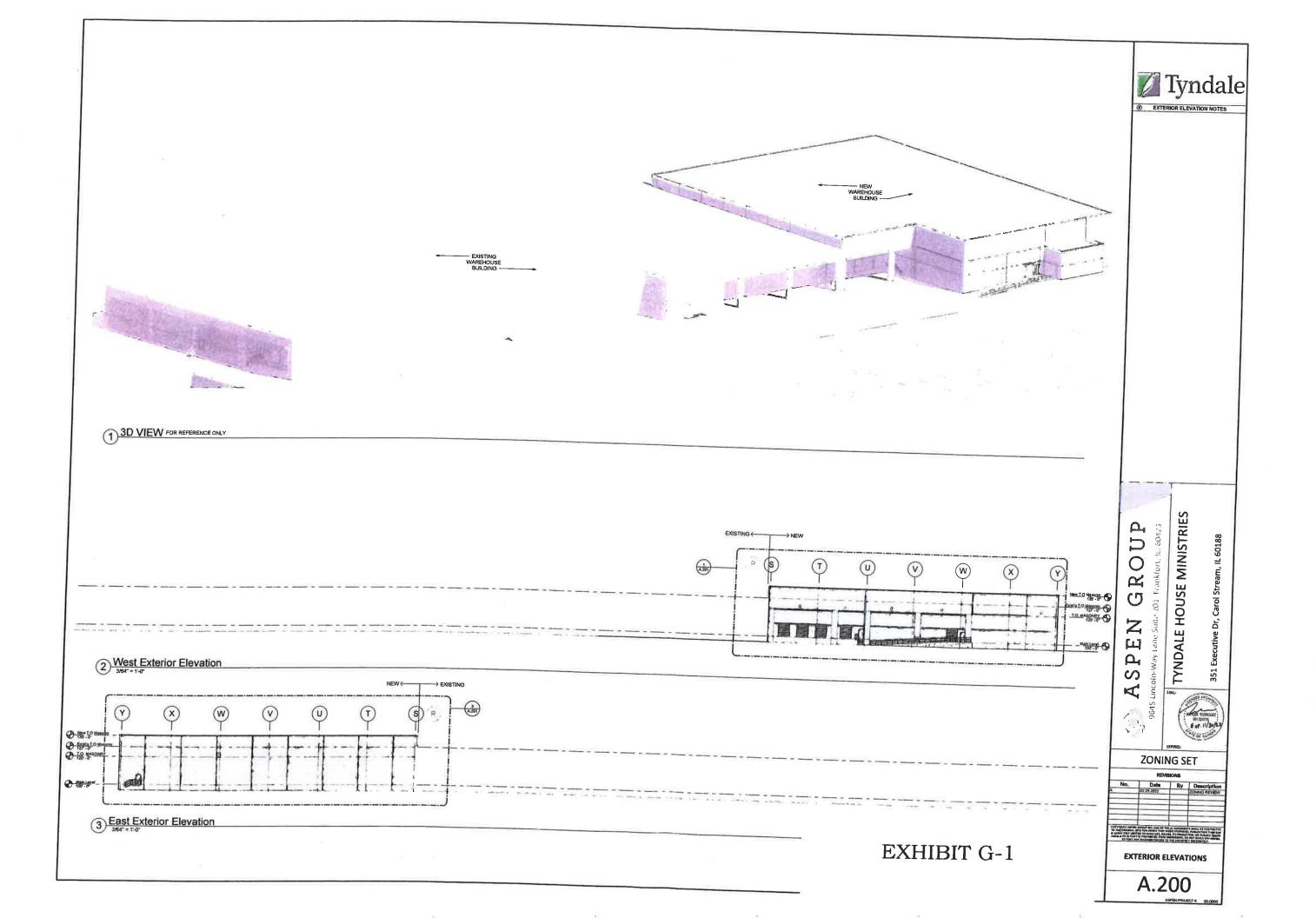
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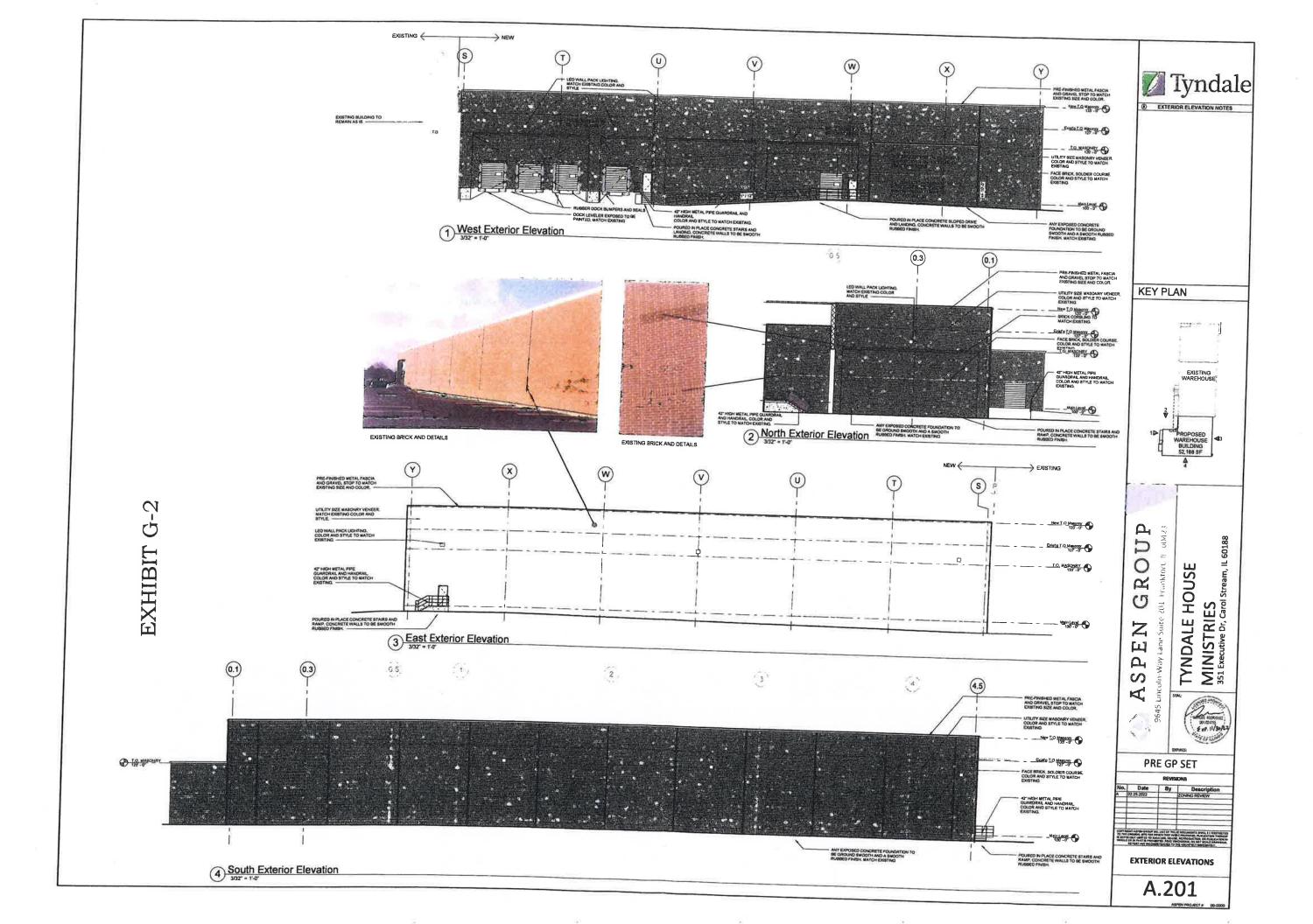
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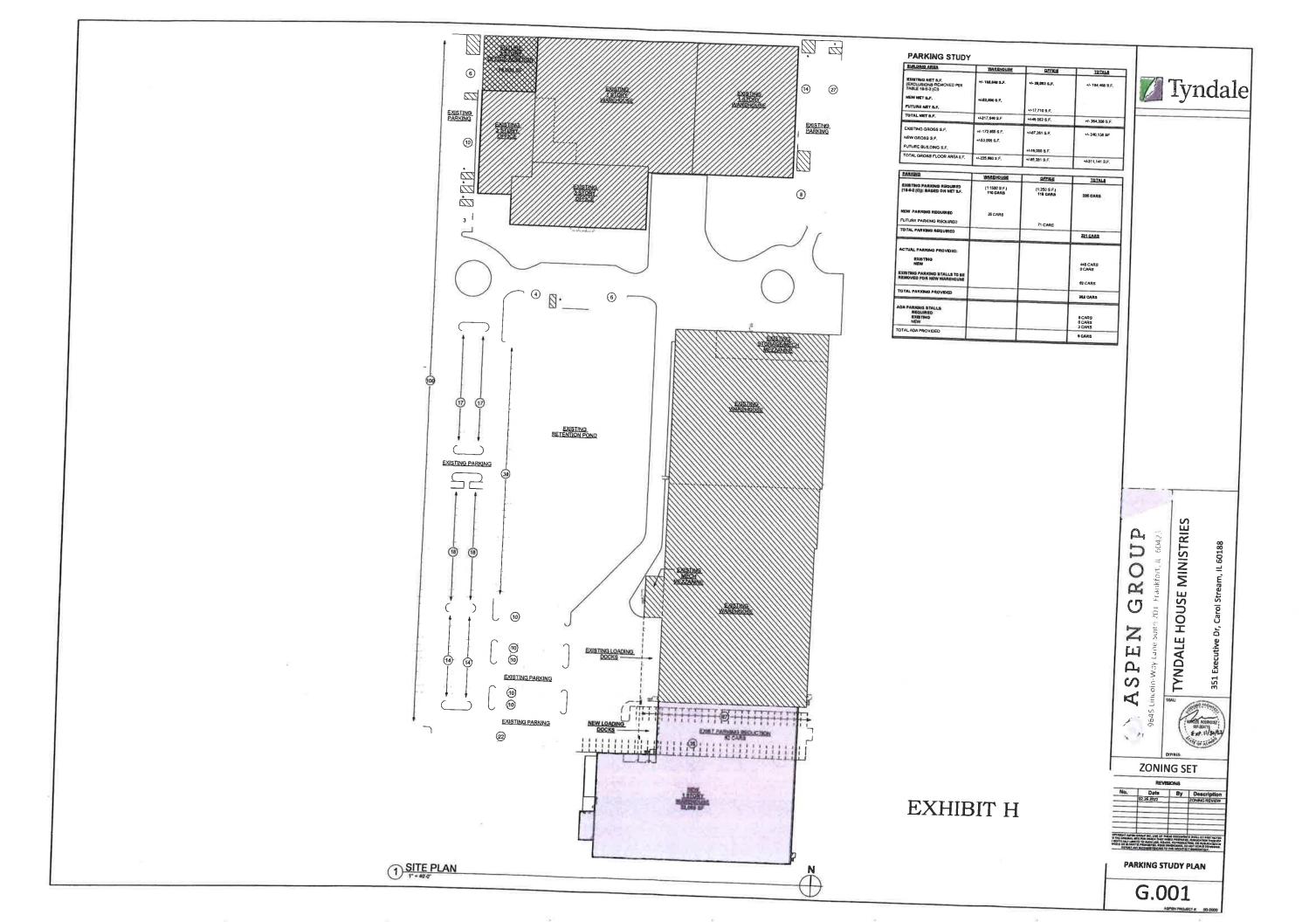
ASPEN GROUP GROUP Suite 201 Frankfort, IL. 60423

DRAWN BY: Author L.100 ASPEN PROJECT # 22-1004-03









ORDINANCE NO. 2022-

AGENDA ITEM
1-3 /0/3/22

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT, AND AN AMENDMENT TO A SPECIAL USE PERMIT FOR A DRIVE THROUGH (PRESTIGE DONUTS, INC./DUNKIN, 317 S. SCHMALE ROAD)

WHEREAS, Vishal Vaghani, with Prestige Donuts, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for a Planned Development, as provided in Section 16-7-6 of the Unified Development Ordinance; and an Amendment to a Special Use Permit for a Drive Through, 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 317 S. Schmale 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 September 26, 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 Amendments be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Amendments 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 Amendments, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Amendments:

- 1. Is deemed necessary for the public convenience at the location. The addition of a second drive-through lane with a menu board for ordering will improve ordering time frequency for restaurant customers, which is geared toward the public convenience for Dunkin's customers.
- 2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. The second drive-through lane has been designed to operate in a manner that will not be impede traffic flow or endanger other motorists or pedestrians.
- 3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The addition of the second drive-through lane and building modifications represent a significant investment and should not

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be injurious to the use or enjoyment of other property in the immediate vicinity, nor substantially diminish or impair 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 Amendments, as set forth in the above recitals, are hereby approved and granted to Prestige Donuts, Inc/Dunkin, subject to the conditions set forth in Section 3, upon the real estate commonly known as 317 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

PARCEL 1: LOT 3 IN INTERSTATE PROPERTIES DIVISION OF PART OF THE NORTHEAST QUARETER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1972 AS DOCUMENT R72-23286, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: BEGINNING AT THE NORTHWEST CORNER OF LOT 3 OF THE INTERSTATE PROPERTIES DIVISION PER DOCUMENT R72-23286, THENCE SOUTH 01 DEGREES 59 MINUTES 28 SECONDS WEST, 242.70 FEET ALONG THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 57 MINUTES 04 SECONDS WEST, 75.22 FEET ALONG THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT TO A POINT ON A CURVE THAT IS 50.00 FEET EASTERLY OF A PARALLEL WITH THE CENTERLINE OF SCHMALE ROAD AS PER DOCUMENT 928502; THENCE NORTHERLY, 250.59 FEET ALONG SAID CURVE CONCAVE TO THE WEST, HAVING A RADIUS BEING 2121.13 FEET, THE CHORD OF SAID CURVE BEARING, NORTH 13 DEGREES 32 MINUTES 25 SECONDS EAST TO THE WESTERLY EXTENSION OF THE NORTHERLY LINE OF SAID LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 32 SECONDS EAST, 25.03 FEET ALONG SAID EXTENDED LINE, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

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SECTION 3:

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

- 1. That all terms and conditions of Ordinance No. 2010-04-18 not specifically revised herein shall be hereby reaffirmed by reference;
- 2. That all improvements, including but limited to the building, parking lot, drivethrough area, and landscaping, must be built, installed, and maintained in accordance with the attached plans and exhibits;
- 3. That the landscape materials must be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
- 4. That a protective barrier, such as bollards, shall be denoted on the planned development plan to the north of the outdoor seating area;
- 5. That the applicant must obtain the required sign permits prior to the installation of any new signage; and
- 6. 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 Amendments are hereby approved and granted as set forth in the following plans and exhibits:

- 1. Site Plan (Exhibit A, received by the Community Development Department August 30, 2022), prepared by ECA Architects & Planners, 24 N. Bennett Street, Geneva, IL, 60134.
- 2. Landscape Plan (Exhibit B, received by the Community Development Department August 30, 2022), prepared by Pamela Self Landscape Architecture, 302 S. Cook Street, Suite 214, Barrington, IL, 60010.
- 3. Title Sheet (Exhibit C, received by the Community Development Department August 30, 2022), prepared by WT Group, 2675 Pratum Avenue, Hoffman Estates, IL, 60192.
- 4. Site Demolition Plan (Exhibit D, received by the Community Development Department August 30, 2022), prepared by WT Group, 2675 Pratum Avenue, Hoffman Estates, IL, 60192.

- 5. Site Geometric Plan (Exhibit E, received by the Community Development Department August 30, 2022), prepared by WT Group, 2675 Pratum Avenue, Hoffman Estates, IL, 60192.
- 6. Site Development Plan (Exhibit F, received by the Community Development Department August 30, 2022), prepared by WT Group, 2675 Pratum Avenue, Hoffman Estates, IL, 60192.
- 7. Site Grading and Utility Plan (Exhibit G, received by the Community Development Department August 30, 2022), prepared by WT Group, 2675 Pratum Avenue, Hoffman Estates, IL, 60192.
- 8. Demo and Preliminary Elevations (Exhibits H-1 and H-2, received by the Community Development Department August 30, 2022), prepared by ECA Architects & Planners, 24 N. Bennett Street, Geneva, IL, 60134.
- 9. Floor Plan (Exhibit I, received by the Community Development Department August 30, 2022), prepared by ECA Architects & Planners, 24 N. Bennett Street, Geneva, IL, 60134.
- 10. Signage Plans (Exhibits J-1 through J-6, received by the Community Development Department August 30, 2022), prepared by Dunkin Brands.
- 11. Drive-Thru Queuing Summary (Exhibit K, dated August 22, 2022), prepared by BLA, Inc., 333 Pierce Road, Suite 200, Itasca, IL 60143.

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:

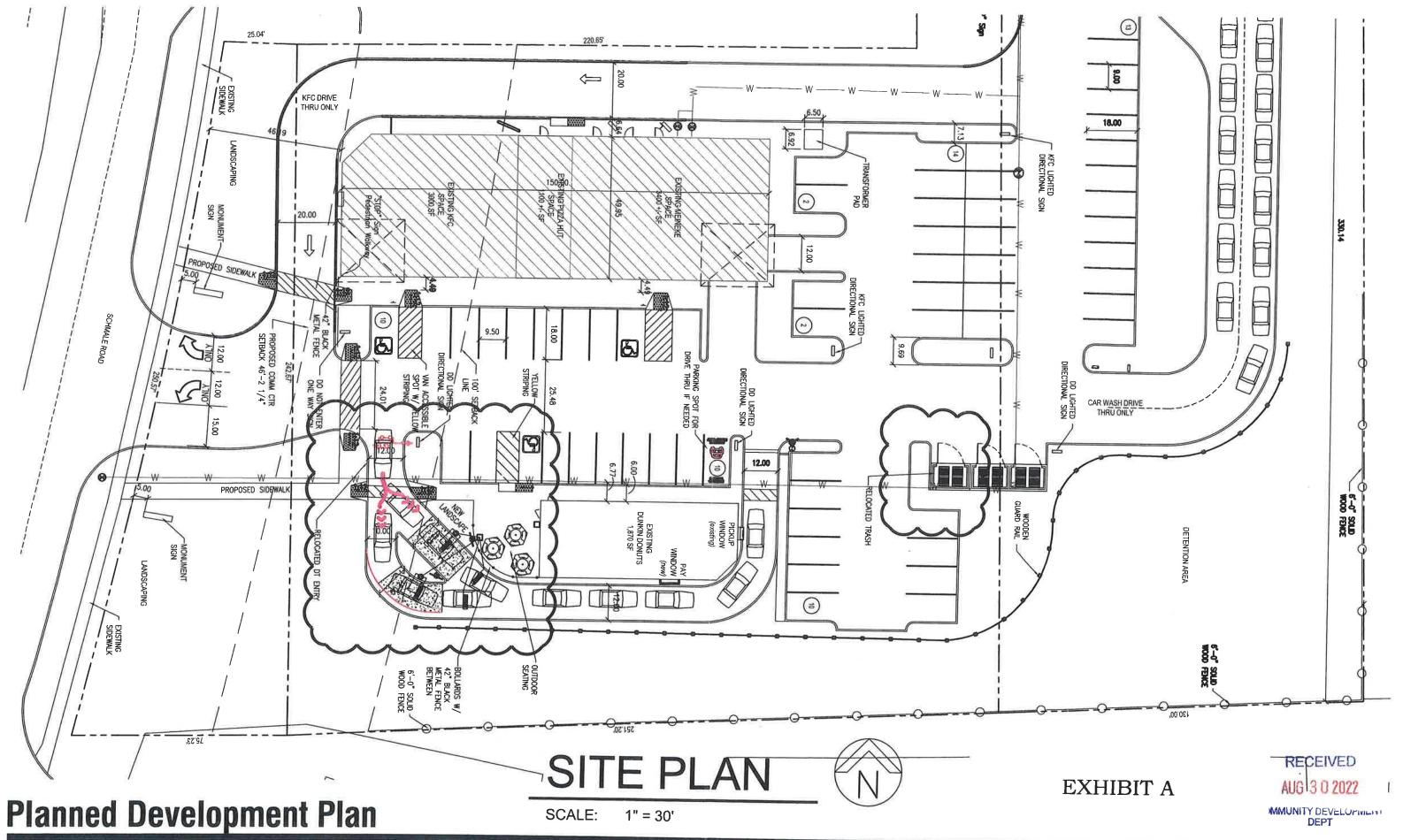
The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 of the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

Ordinance No. 2022- Page 5 of 6		
PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, 2022.		
AYES:		
NAYS:		
ABSENT:		
Frank Saverino, Sr. Mayor ATTEST:		
ATTEST:		
India Calanna Willows Clark		
Julia Schwarze, Village Clerk		

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I, Vishal Vaghani, 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 Code of Ordinances, and/or termination of the special use permit. Prestige Donuts, 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



SCALE: 1" = 30'-0"
DATE: 08.18.2022

DUNKIN - DRIVE THROUGH

317 S SCHMALE RD. CAROL STREAM, ILLINOIS 9 DEC 2021



- In general, contractor should become familiar with the site and with scope of work prior to the submission of bid proposal and should notify Landscape Architect (LA) and/or owner of any discrepancies between the drawings and existing site conditions.
 Bid Proposal shall show until prices and quantities for all items shown on this drawing.
 Contractor shall follow and conform to the Village of Carol Stream, IL bullding codes.

- Confractor shall follow and conform to the Village of Carol Stream, IL building codes.
 Job site safely and means and methods of construction are the responsibility of the Contractor.
 Contractor shall excavate and dispose of excavated materials off site.
 Contractor shall be responsible for any damage to buildings or site as a result of executing the work which is part of this contract at aller date.
 Site shall be kept clean at all times and shall be thoroughly cleaned at the end of each working day.
 Driveways shalt be unobstructed at all times and consideration for the neighboring properties maintained.
 Determine and varify exact locations of all underground utilities in the field before work begins. Call JULIE 1-800-892-0123 (48 hours) before you dig.

- Definition of other malerials are quantified and summarized for the convenience of the owner and jurisdictional agencies only. Confirm and install sufficient quantifies to complete the work as drawn.

 Landscape Architect not responsible for installation permits unless otherwise noted.

- 12. Determine subsoil conditions and subsurface drainage requirements of all plant material.
 13. Removals, Contractor shall clear existing plant material and weeds as needed where new planting is provided per plan, New topsoil shall be provided and/or amended as needed to fine grade planting areas.
 14. Topsoil, Any new topsoil shall be fertile, putverized, frisable, natural loam, surface soil, free of subsoil, clay lumps, brush, weeds, stones larger than 1's in any dimension and other extraneous or took matter harmful to plant growth. Soil shall have acidity range of pH 5-7, not less than 3% humus as determined by loss on significing of moisture fee samples dried at 100 degrees centigrade, less than 60% of material passing VSS #100 sleve consists of clay by dried weights of material.
- 15 Amend Existing Soil. Amend existing soil in all planting beds, Amended soil shall be 25% soil conditioner, 25% clean sand and 50% existing soil Rotottl amendments into planting beds.
- 18. Amend Examing 364, Amend exiting soil in all planting beds. Amended soil shall be 25% soil conditioner, 25% clean sand and 50% existing soil.

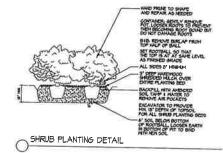
 18. Plant Material. The Landscape Architect reserves the right to personally select any or all nursery stock prior to digging. All plant material shall bear the same relationship to the new grade as they bere to the previous (nursery) grade. Comply with sizing and grading standards of the fallest edition 'American Standard for Nursery Stock', All plants are subject to inspection by the Landscape Architect at the job site or nursery.

 19. Plant Installation, Set plant material in the planting pit to proper grade and alignment. Set plants ungrid, button, and face to give the best appearance or relationship to each other or adjacent structure. Do not fill around trunks or stems. Do not use frozen or mutody mixture for backfilling. Supply a minimum of 12° of soil mix on all sides of rotollals for treas and shrubs unless otherwise noted and parent and personials and tamp down soil around pot so pot does not heave in frost. Water in before applying mutch. Do not cover foliage with mutch. Balled roots shall be protected from drying out and care falsen to pravent the ball from freezing.

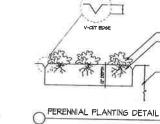
 19. Mutch, Provide 3' loose measure of mutch throughout all planting areas excluding groundcover beds. Mutch to be 6 month old, well rolled, shredded, hardwood bark mutch, not larger than 4' in length and 1/2' in width, free eff wood chips and sawdust.

 19. Watering, LC to water installed plant materials for the entire first season.

 20. Sood. Supply and Install new bluegrass blend sod as shown on plan. Place sod on min. 4" depth rolled, fine graded, putverized topsoil, Guarantee new sod for 30 days. Time delivery of sod so that so dwill be placed within 24 hours after shipping. Protect sod against drying and breaking of rolled strips. If new sod is laid late in the Fall, the guarantee shall be experied and fine greaded and logeressed with a minimum 4" depth, rolled, putverized topsoil All e



EXISTING DUNKIN'



PLANT LIST

PROVIDE S' LEAF HELDH AT PERDINAL HADNOCOVER

SHRU		SIZE	BOTANICAL NAME	Caracter and Carac	51.656=520
ARM		24"		COMMON NAME	REMARKS
			Aronia malanocarpa UCONNAMI65'	Law Scape Mound Chakeberry	Full branching to ground
CSI	В	24"	Cornus sericea 'leanti'		Ton Crancing to ground
RHG	21	24"	Rhus aromatica 'Grow-Low'	Committee of the commit	Full branching to ground
VBM	12	24"	Viburnum dentatum 'Christolm'	Grow-Low Fragrant Sumac Blue Muffin Arraynood Viburnum	Full branching to ground Full branching to ground
PERE	NUAL	5 AND	ORNAMENTAL GRASSES		8 -
KEY	QTY.	SIZE	BOTANICAL NAME	COMMON NAME	REMARKS
CKF	10	I gal.	Calamagnostis acutiflora 'Karl Foerster'	Feather Reed Grass	
HML	47	I dal.	Hemerocallis Mavna Loa'		Container
HRR	18		Hamasas attle Theories Loca	Mauna Loa Daylily	Container; Orange Flower
SPO		901	Hemerocallis Rosy Returns'	Rosu Returns Doullly	Container, Pink Flower
3-0	46	I gal.	Sporobolus heterolepis	Frairle Dropseed	Container

 \odot

RECEIVED

AUG 3 0 2022

COMMUNITY DEVELOPMENT

CLIENT NAME:

lpamel**a**seli

ICENSE # 157,000683 STAMP:



ARCHITECT:

CIVIL ENGINEER:

17 S.

LANDSCAPE PLAN

L-1.0

NOT FOR CONSTRUCTION

LANDSCAPE PLAN

EX. BEDLINE

[14] 24" RH6

EXHIBIT B

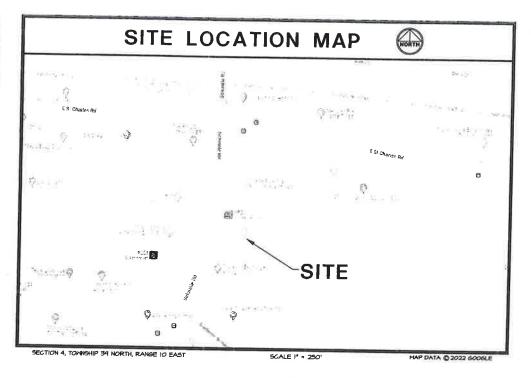
EX LANDSCAPE SED

DRIVE-THROUGH IMPROVEMENTS 317 SOUTH SCHMALE ROAD CAROL STREAM, ILLINOIS 60188

DRAWING INDEX		
SHEET DESCRIPTION		DATE
T-1.0	TITLE SHEET	8-23-22
C-1.0	SITE DEMOLITION PLAN	8-23-22
C-2.0	SITE GEOMETRIC PLAN	8-23-22
C-3.0	SITE DEVELOPMENT PLAN	8-23-22
C-4.0	SITE GRADING AND UTILITY PLAN	8-23-22
C-5.0	STORMWATER POLLUTION PREVENTION PLAN	8-23-22
C-6.0 - C-6.1	CONSTRUCTION DETAILS	8-23-22
C-7.0	PROJECT SPECIFICATIONS	8-23-22
SUR-1	TOPOGRAPHIC SURVEY	5-2-22

SITE BENCHMARK.

SITE BENCHMARK - SQUARE CUT ON CONCRETE LIGHT POLE BASE, 43' WEST OF DRIVE THRU ENTRANCE AS SHOWN ELEVATION = 781.28' (NAVD88)



CIVIL ENGINEERING STATEMENT AND SEAL

I. RANDALL E. SIEMON, P.E., D.R.Y. LICENSED IN THE STATE OF ILLINOIS BY THE DEPARTMENT OF FINANCIAL AND PROPERSIONAL RESALATION, DO HERRERY STATE THAT THIS DOCUMENT MAS PREPARED BY HE OR INDER MY DIRECT SUPERNYISION AND TO THE BEST OF MY KINONLEDGE AND BELLIEF DOES CONFORM TO THE APPLICABLE BUILDING KODES AND ORDINANCIES, AND ARE IN COMPLIANCE WITH THE BINVIRGIN-BUTAL BARRENS ACT (4IO ILCS 25) AND THE ILLINOIS ACCESSIBILITY CODE (TI ILL, ADM. CODE 400).

RANDALL E. SIEMON - ILLINOIS PE. # 062-01945

DATE: 8/23/2022

RANDALL E. SIEMON - ILLINOIS P.E. # 062-0134. DATE OF EXPIRATION - NOVEMBER 30, 2023



CALL JULIE SIMPLY BII OR TOLL FREE ((600))642-0123 OPERATES 24 HOURS A DAY 365 DAYS A YEAR



CALL 1(800)842-0123 48 HOURS BEFORE YOU DID

CONTRACTOR MUST LOCATE PRIVATE UTILITIES IN AREA

ISSUE

DATE

Z ZONING S.P. 7/22/22

FOR ZONING S.P. 7/22/22
GITY COMMENTS 6/18/2

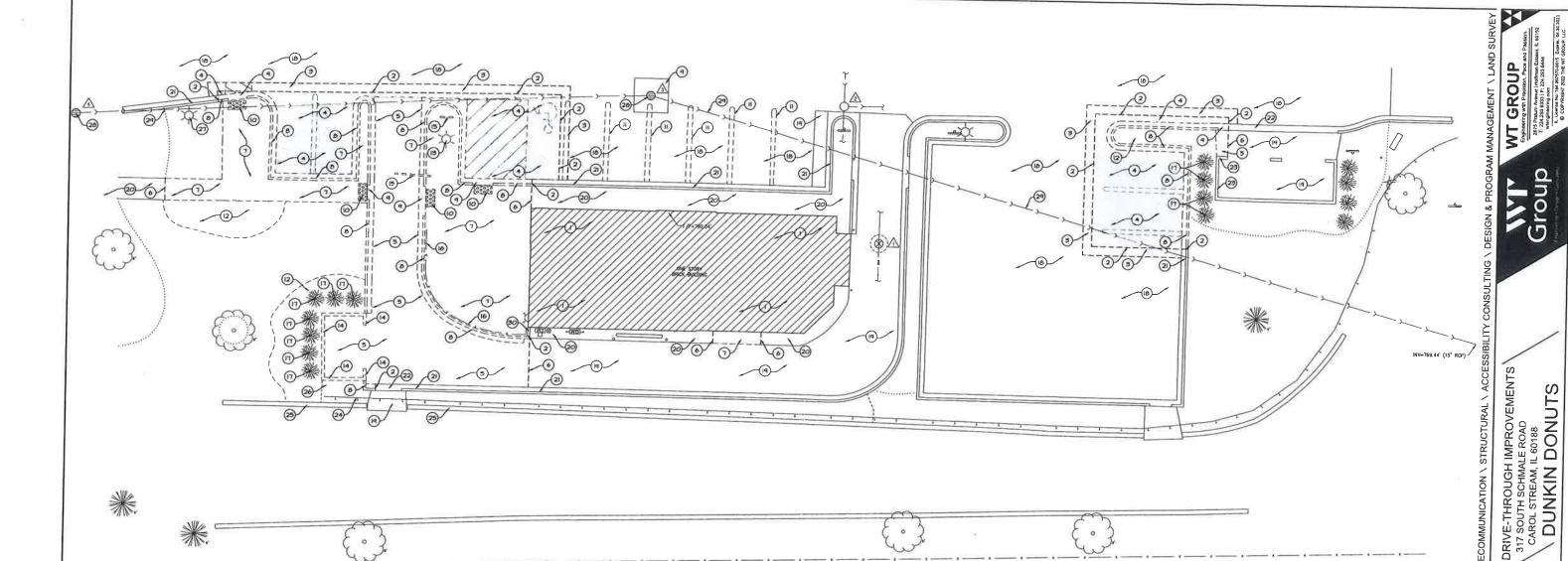
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EXISTING UTILITY DATA

AB' CONCRETE STRUCTURE
773.09' AT TOP OF 6' DIP N/S

LEGEND

EXISTING STORM SEWER

EXISTING CLOSED MANHOLE (\otimes)

EXISTING WATER VALVE VAULT

EXISTING B-BOX

EXISTING CONCRETE PAVEMENT TO BE REMOVED FULL DEPTH EXISTING ASPHALT PAVEMENT TO BE REMOVED FULL DEPTH

OPROJECT NOTES:

PROJECT NOTES:

1. EXISTING BUILDING TO REMAIN.
2. NEW FIALL DEPTH SAW CUT TO PROVIDE CLEAN CONSTRUCTION BREAK.
3. NEW FIALL DEPTH SAW CUT TO PROVIDE CLEAN CONSTRUCTION BREAK.
3. NEW 21 WIDE BUILT JOINT.
4. EXISTING ASPHALT PAVENENT TO BE REMOVED FILL DEPTH TO MEET THE BOTTOM OF THE NEW PAVENENT CROSS SECTIONS, NEW AND DETAIL SETEIS FOR NEW PAVENENT CROSS SECTIONS RIVER ASPRACE CLEAVATION. SEE THE SITE GRADING PLAN FOR NEW FINISHED BLEND CONE LANDSCAPED AREAS, SHALL HAVE ENTIRE ASSREGATE BASE REMOVED.
5. EXISTING CONCRETE PAVENENT TO BE REMOVED FILL DEPTH TO MEET THE BOTTOM OF THE NEW PAVENENT OR ROSS SECTIONS, NEW SUBGRADE ELEVATION, SEE THE SITE GRADING PLAN FOR NEW HINSHED BLEVATIONS AND DETAIL SHEETS FOR NEW PAVENENT OR COST SECTIONS, ARRAS THAT HILL BECOME LANDSCAPED AREAS, SHALL HAVE ENTIRE ASSREGATE BASE REMOVED.
6. SANCUT EXISTING SIDEWALK FAVENENT AT NEAREST JOINT TO PROVIDE CLEAN CONSTRUCTION REPORT.
7. EXISTING CONCRETE SIDEWALK FOR SEMENOUSED.
8. SENSTRUCTION REPORT.
8. SEMEN PAVENENT OR SES SECTIONS NEW SUBGRADE ELEVATION, SEE THE SITE OF THE NEW PAVENENT OR SES SECTIONS NEW SUBGRADE ELEVATION, SEE THE SITE OF THE NEW PAVENENT OR SEASON SETTION OF THE NEW PAVENENT AT NEAREST JOINT TO PROVIDE CLEAN CONSTRUCTION REPORT.
8. SENSTRUCTION SETTING TO SEE REMOVED.
9. EXISTING CONCRETE TO SEE REMOVED.
10. EXISTING SUBGRADE AND SUTTER TO BE REMOVED.
11. EXISTING DEPRESSED CURB AND SUTTER TO BE REMOVED.
12. EXISTING SUBGRADE TO BE REMOVED.
13. EXISTING SUBGRADE SECTION OF THE PROVED.
14. EXISTING PAVENENT STRIPING NO BE REMOVED.
15. EXISTING PAVENENT STRIPING NO BE REMOVED.
16. EXISTING PAVENENT STRIPING NO BE REMOVED.
17. EXISTING PAVENENT STRIPING NO BE REMOVED.
18. EXISTING SUBGRAD RAIL TO REMAIN.
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20. EXISTING SUBGRAD RAIL TO REMAIN.
21. EXISTING SUBGRAD RAIL TO REMAIN.
22. EXISTING SUBGRAD RAIL TO REMAIN.
23. EXISTING SUBGRAD

SITE DEMOLITION NOTES:

A. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND

A. CONTRACTOR SHALL PERFORM ALL DEMOLITION WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGIREMENTS.

B. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY DEMOLITION PROMITS AND COORDINATE ALL DEMOLITION WITH THE MANICIPALITY AND OWNERS REPRESENTATIVE TO SHEARE PROTECTION AND MAINTENANCE OF SANTASY AND WATER UTILITIES AS RECESSARY AND TO PROVIDE STORM WATER CONVEYANCE WITH LIVEN PACIFICITIES ARE CONSTRUCTED.

C. CONTRACTOR SHALL DEVELOP AND INFLEMENT A DAILY PROGRAM OF DUST CONTRACTOR SHALL DEVELOP AND PLACED IN OPERATION.

C. CONTRACTOR SHALL DEVELOP AND INFLEMENT A DAILY PROGRAM OF DUST CONTRACTOR SHALL BE PERFORMED BY THE CONTRACTOR SHALL DEVELOP AND INFLEMENT AND CONTRACTOR TO THE SATISFACTION OF THE MINICIPALITY AND COMPLY WITH THE MPDGS IN RECOMPRISE PRICE TO DEMOLITION OF DUST CONTRACTOR TO THE SATISFACTION OF THE MINICIPALITY AND COMPLY WITH THE MPDGS IN RECOMPROMENTAL PROTECTION ASSEMBLY AND MISSEMBLY AND

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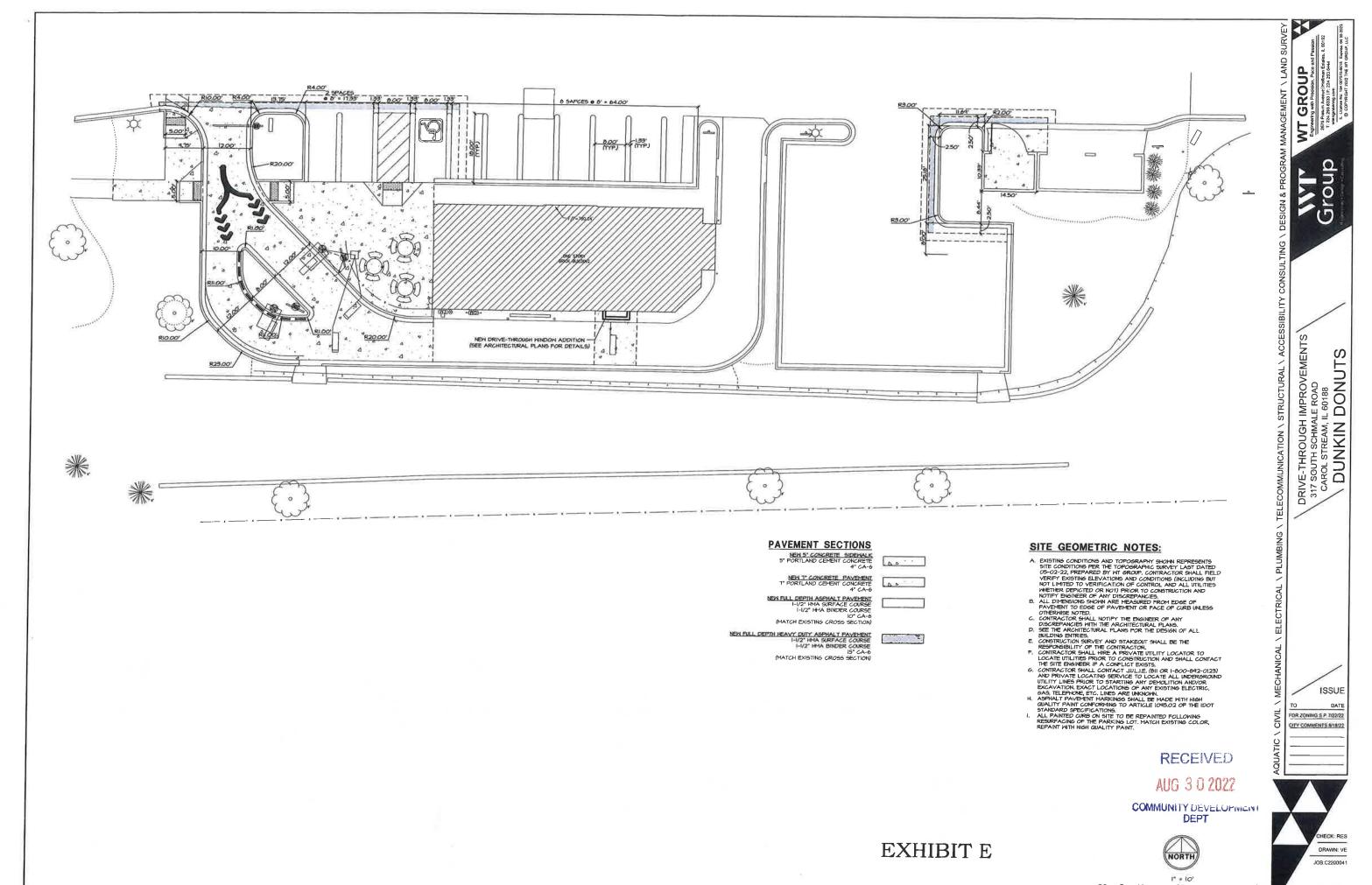
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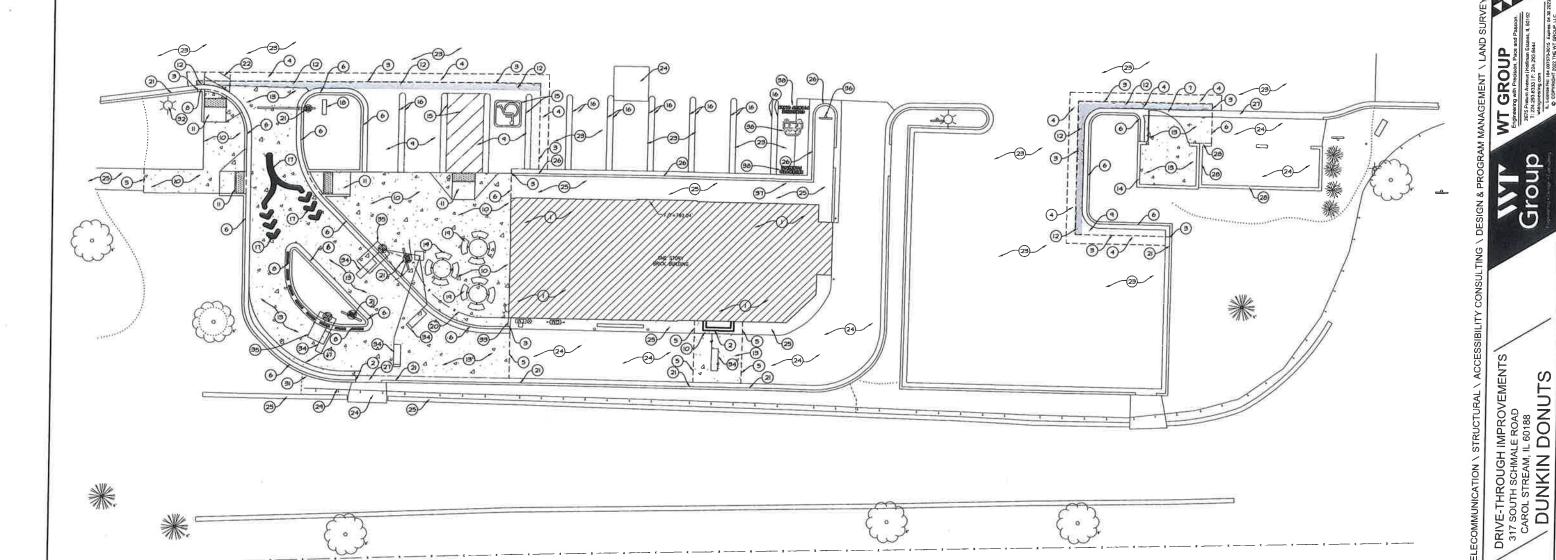
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ISSUE

FOR ZONING S P. 7/22/22 CITY COMMENTS 8/18/22

C-1.0





PAVEMENT SECTIONS

NEW 5" CONCRETE SIDEMALK 5" PORTLAND CEMENT CONCRETE

NEN FULL DEPTH ASPHALT PAVEMENT I-I/2" HMA SURPACE COURSE I-I/2" HMA BINDER COURSE (MATCH EXISTING CROSS SECTION)

NEH FULL DEPTH HEAVY DUTY ASPHALT PAVENENT I-1/2" HEA SURFACE COURSE I-1/2" HEA SUNDER COURSE IS" CA-6 (MATCH EXISTING CROSS SECTION)

OPROJECT NOTES:

0

PROJECT NOTES:

1. EXISTING BUILDING TO REMAIN.
2. NEH DRING-THROUGH HINDOW, (SEE ARCHITECTURAL PLANS FOR DETAILS).
3. NEM PILL DEPTH SAM CUIT TO PROVIDE CLEAN CONSTRUCTION BREAK.
4. NEM 2" NUDE BUTT JOINT.
5. SAWCUT EXISTING SIDEMALK/PAVEMENT AT NEAREST JOINT TO PROVIDE CLEAN CONSTRUCTION BREAK.
6. NEM BOLZ CONCRETE CURB AND GUTTER.
7. NEM DEPTHESSED CURB AND GUTTER.
7. NEM DEPTHESSED CURB AND GUTTER.
8. NEM BOLZ CONCRETE CURB BEVESSE GUTTER PITCH.
9. NEM BOLZ CONCRETE CURB BEVESSE GUTTER PITCH.
10. NEM 5" CONCRETE SIDEMALK.
11. NEM ADA ACCESSIBLE RAMP WITH DETECTABLE WARNING STRIP.
12. NEM HEAVY DUTY ASPHALT PAVEMENT.
13. NEM 1" CONCRETE PAVEMENT.
14. NEM TRASH BENCLOSURE, ISEE ARCHITECTURAL PLANS FOR DETAILS).
15. ACCESSIBLE PARKING SPACE STRIPING AND SYMBOL.
16. NEM 4" HIDLE YELLOM PAINTED TRAFFIC FLOM ARROW AND STRIPING.
17. NEM 4" YELLOM PAINTED TRAFFIC FLOM ARROW AND STRIPING.
18. NEM OUTDOOR SEATING.
19. NEM OUTDOOR SEATING.
19. NEM OUTDOOR SEATING.
20. NEM 42" BLACK METAL FENCE. (SEE ARCHITECTURAL PLANS FOR DETAILS).
21. NEM DRIVET-THROUGH MENU BOARD.
22. RE-STRIPE AS NECESSARY TO MATCH EXISTING.
23. EXISTING ASPHALT PAVEMENT TO REMAIN.
24. EXISTING CONCRETE SUDEMALK TO REMAIN.
25. EXISTING CONCRETE PAVEMENT TO REMAIN.
26. EXISTING CURB TO RETAIN.
27. EXISTING CURB TO RETAIN.
28. EXISTING CURB TO REMAIN.
29. EXISTING CURB TO REMAIN.
29. EXISTING CURB TO REMAIN.
20. EXISTING CONCRETE SUDEMALK TO REMAIN.
20. EXISTING CURB TO REMAIN.
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27. EXISTING CURB TO REMAIN.
28. EXISTING CURB TO REMAIN.
29. EXISTING CURB TO REMAIN.
29

SITE DEVELOPMENT NOTES:

A. EXISTING CONDITIONS AND TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS PER THE TOPOGRAPHY SHOWN REPRESENTS SITE CONDITIONS PER THE TOPOGRAPHY SHOWER LAST DATED OF OZ-22, PREPARED BY MT GROUP, CONTROL AS THAT PIECE OF SHOWN AND CONDITIONS (INCLIDING BUT NOT LIMITED TO VERIFICATION OF CONTROL AND ALL UTILITIES WETHER DEPLICED OR NOT) PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

SEE THE ARCHITECTURAL PLANS FOR THE DESIGN OF ALL BUILDING BRITISTS.

CONTRIBUTIONS OF THE CONTRACTOR.

CONTRIBUTION OF THE CONTRACTOR.

ALL EXISTING TREES SHOWN ARE TO REMAIN UNLESS OTHERWISE NOTED.

RESPONSIBILITY OF THE CONTRACTOR.

ALL EXISTING TREES SHOWN ARE TO REMAIN WILESS OTHERWISE NOTED.

ACTED.

CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS OUTSIDE OF CONSTRUCTION LIMITS TO ORIGINAL CONDITION OR BETTER.

ASPHALT PANYEMENT MARKINGS SHALL BE HADE WITH HIGH GUALITY PAINT CONFORMING TO ARTICLE 1095.02 OF THE IDOT STANDARD SPECIFICATIONS.

CONTRACTOR SHALL RESTORE ALL DISTURBED GREEN SPACES WITH 6 OF TOPSOIL, SEED, AND EROSION CONTROL BLANKET.

CONTRACTOR SHALL REPAIR AT HIS EXPENSE ANY DAMAGE TO EXISTING ASPHALT, CONCRETE, CRESS, SIDEMALKS, ETC.

RESULTING FROM CONSTRUCTION TRAFFIC AND/OR OFFERATIONS, REPAIRS SHALL BE HADE TO THE SATISFACTION OF THE OWNER AND/OR ENGINEER.

CONTRACTOR SHALL RE-STRIPE ALL STRIPING DISTURBED HITHIN THE EXISTING ROADWAYSAPARKINS LOT TO MATCH EXISTING, CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO LOCATE UTILITIES PRIOR TO CONSTRUCTION AND SHALL CONTACT THE SITE BASISEER IF A COMPLICE EXIST.

L. ALL ITEMS MARKED "EXISTING" TO BE PROTECTED FROM DAMAGE FOR THE DIAGRATION OF EXISTING.

L. ALL ITEMS PRIOR OF A COMPLICITION AND SHALL CONTACT THE SITE BASISEER IF A COMPLICITED, AND THE TESTED USING A DEPTH OF 12" AND RE-COMPACITION.

M. ALL DISTING SUBGRADE TO BE SCARRIED (DISKED) TO A DEPTH OF 12" AND RE-COMPACITED. AND THE TESTED USING A DEPTH OF 12" AND RE-COMPACITED.

EXISTING PROVAL RECORDMENTS.

EXISTING PROVALENT ASSORBED TO BE SCARRIED (DISKED) TO A DEPTH OF 12" AND RE-COMPACITED.

EXISTING PROVALENT ASSORBED TO BE SCARRIED (DISKED) TO A DEPTH OF 12" AND RE-COMPACITED.

EXISTING PROVAL RECORDMENTS.

EXISTING PROVALENT ASSORBEDATE DASS COURSE SHALL NOT BE RE-JEED AS ASSORBEDATE BASE COURSE FOR THE NEW PAYEMENT SECTION.

RECEIVED

AUG 3 0 2022

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DEPT

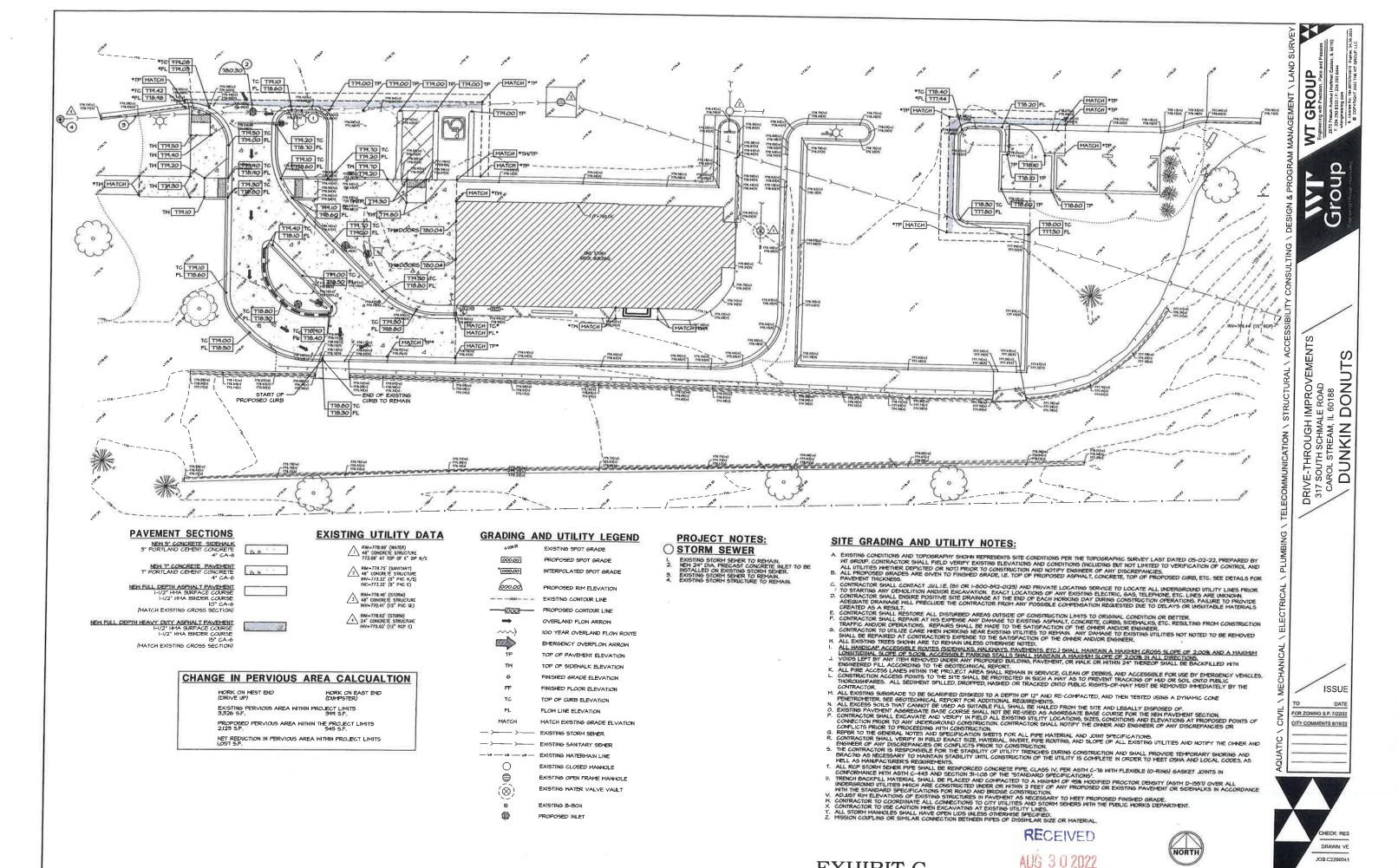


ISSUE FOR ZONING S. P. 7/22/22 CITY COMMENTS 8/16/2

DRAWN: VE JOB:C2200041

C-3.0

EXHIBIT F COMMUNITY DEVELOPMENT

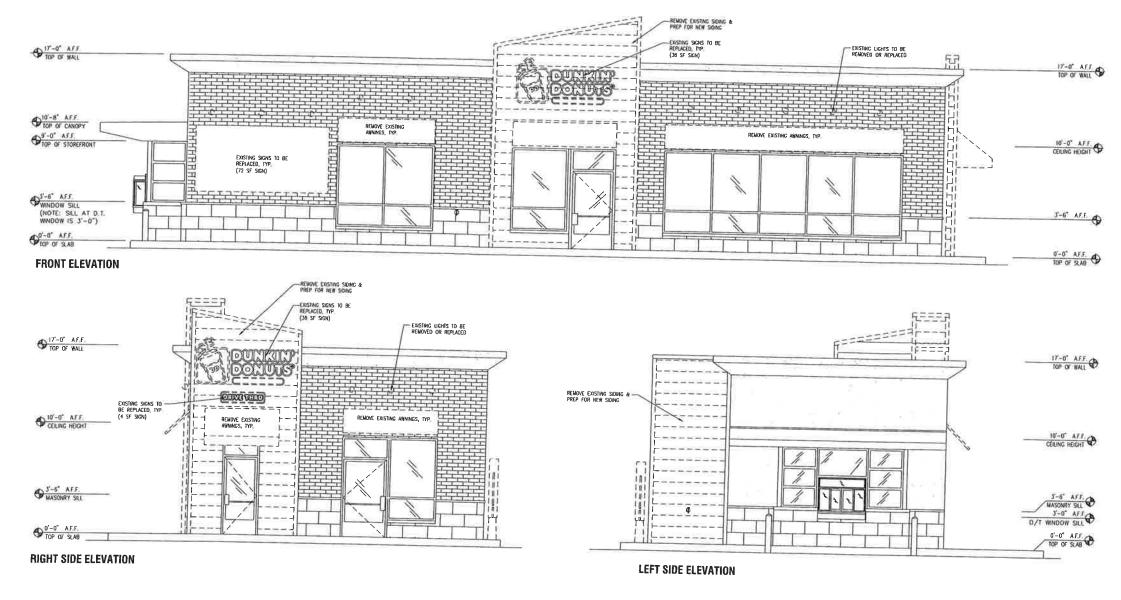


C-4.0

EXHIBIT G

MUNITY DEVELOPINGS

DEPT



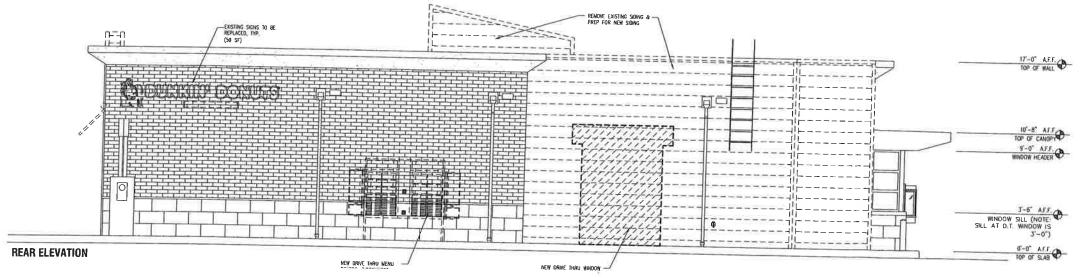
EXISTING SIGNAGE

FRONT ELEV:
PEOPLE SIGN = 72 SF
DUNKIN' DONUTS W/ CUP
+ COFFEE & MORE = 38 SF
SUBTOTAL = 110 SF

RIGHT SIDE ELEV:
DUNKIN' DONUTS W/ CUP
+ COFFEE & MORE = 38 SF
DRIVE THRU = 4 SF
SUBTOTAL = 42 SF

REAR ELEV: DUNKIN' DONUTS W/ CUP + COFFEE & MORE = 50 SF

TOTAL: 110+42+50 = 202 SF



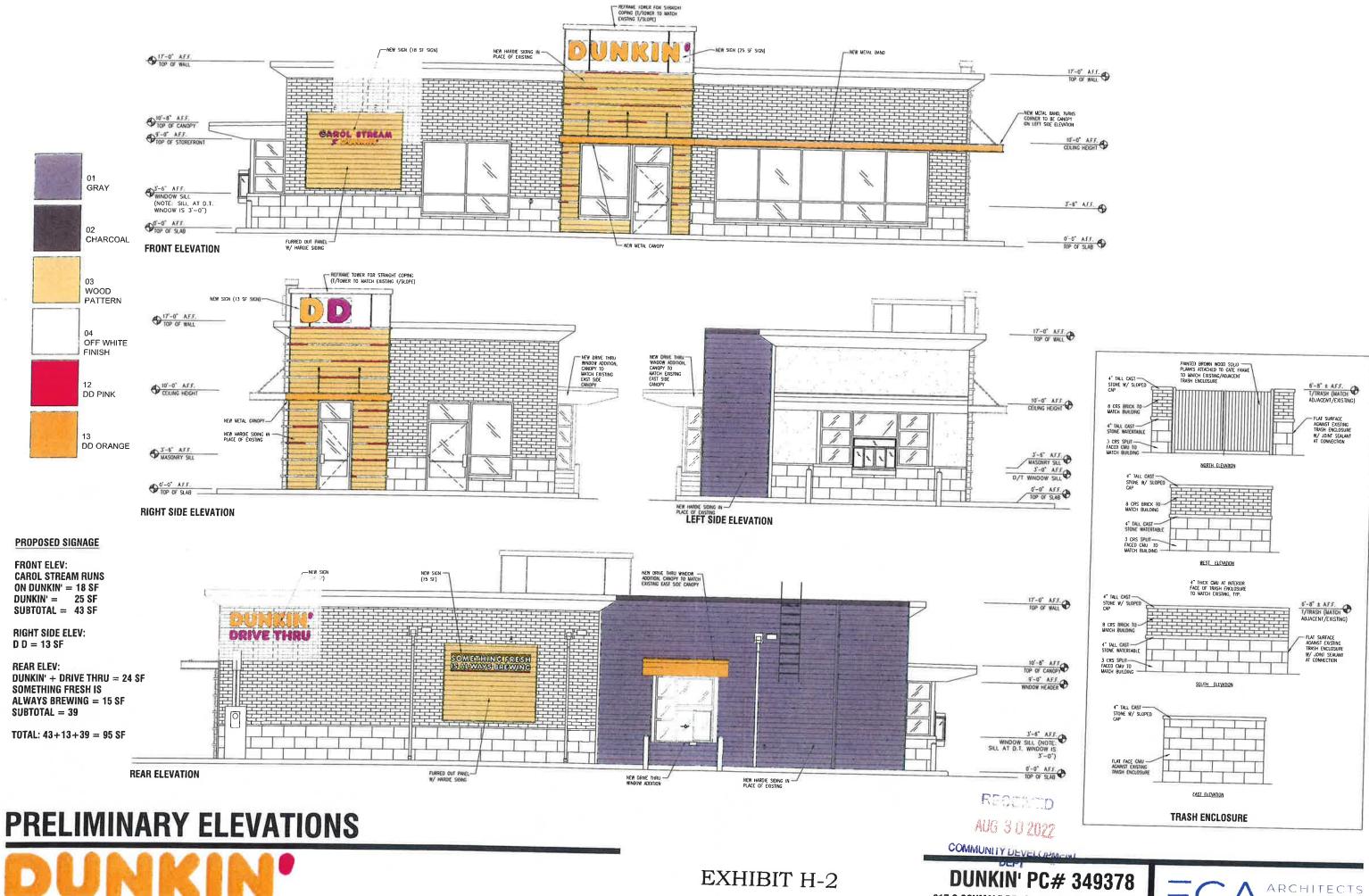
RECEIVED

JUL 29 2022

COMMUNITY DEVELOPMENT DEPT

DEMO ELEVATIONS





317 S SCHMALE RD; CAROL STREAM, ILLINOIS

08.18.2022





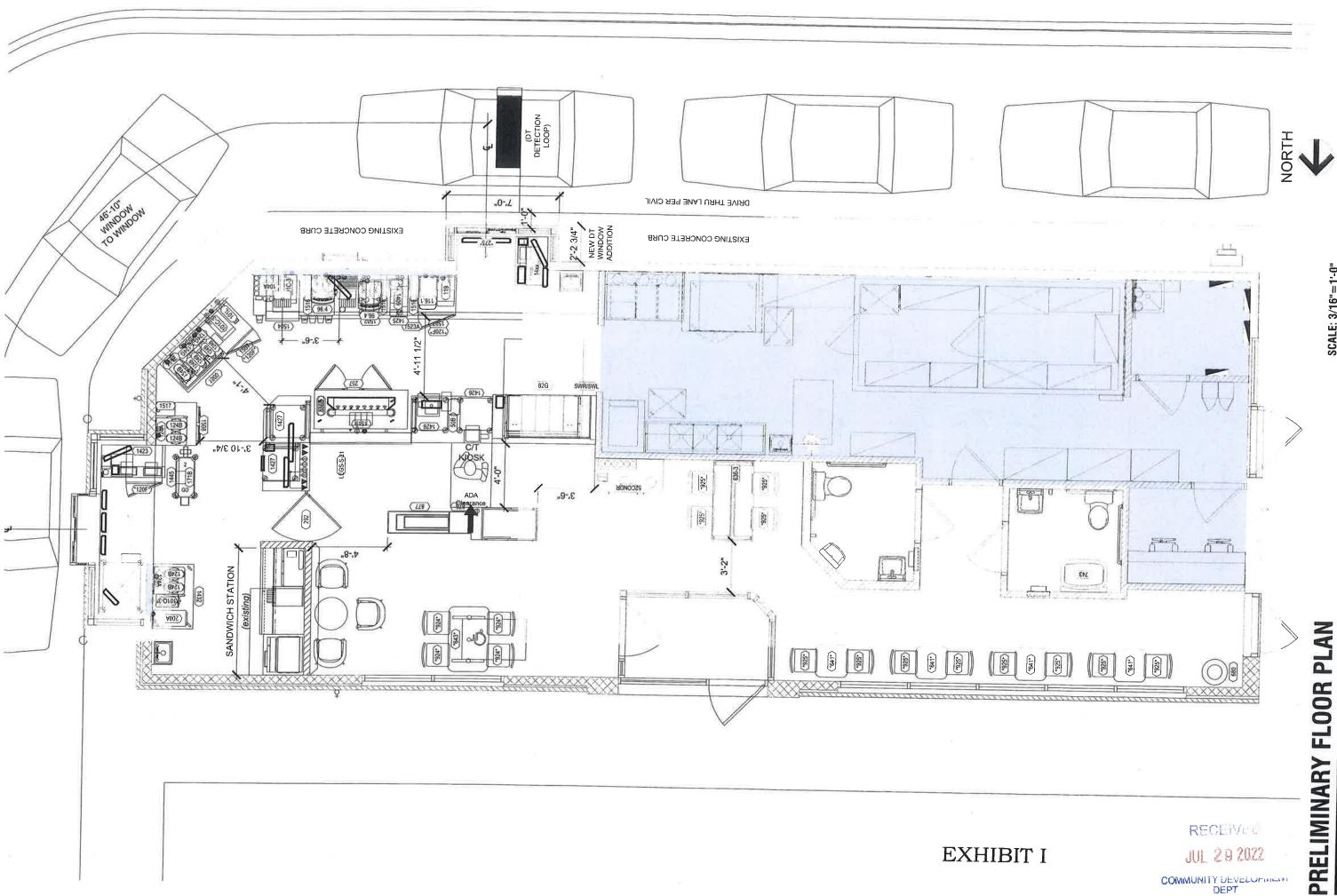


EXHIBIT I



DUNKIN' NEXTGEN SIGNAGE / STANDARDS & GUIDANCE PACKAGE

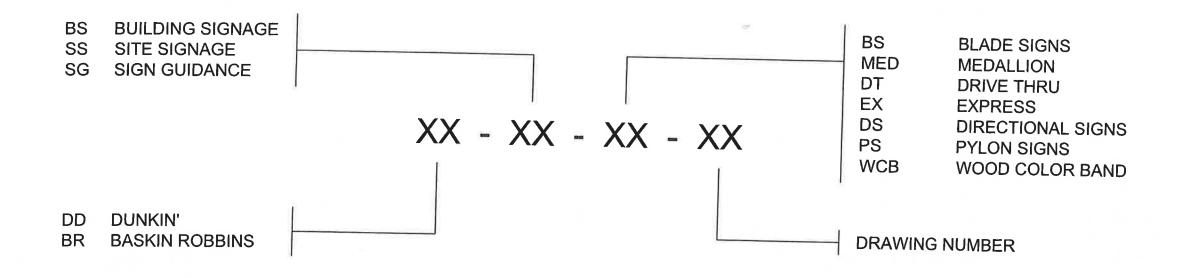


EXHIBIT J-1

RECEIVED AUG 3 0 2022

COMMUNITY DEVELOPMENT DEPT



THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWINGS.

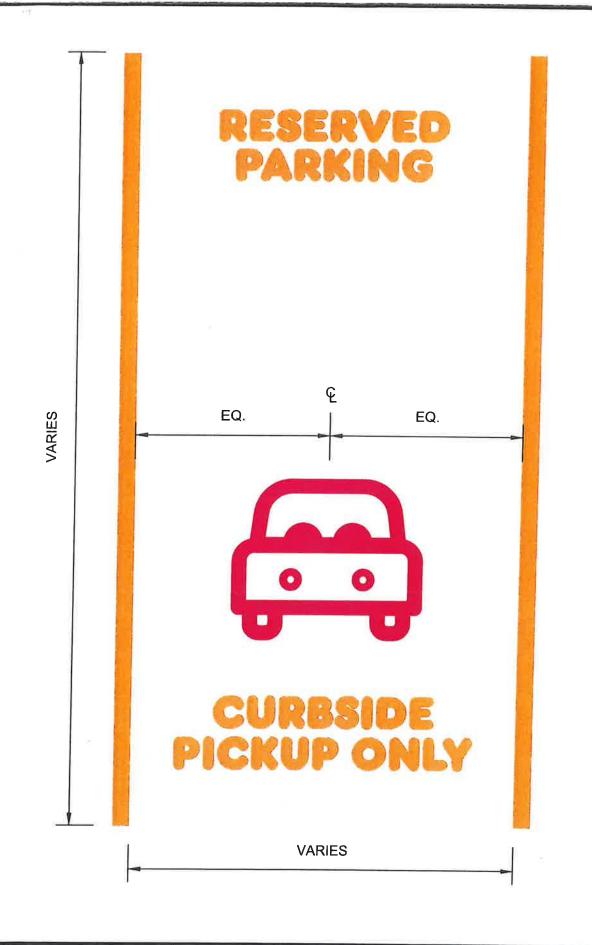
DD BUILDING & SITE SIGNAGE

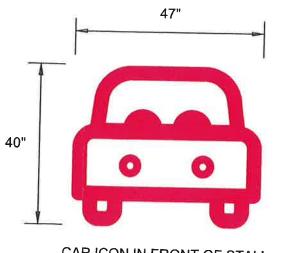
COVER SHEET

DATE: 05.25.2020

REV. #05

DUNKIN' BRANDS INC. CONSTRUCTION SERVICES **COVER**



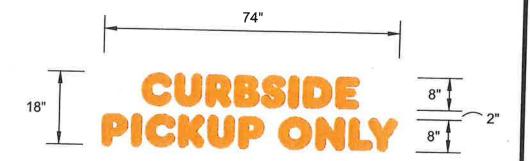


CAR ICON IN FRONT OF STALL SCALE: N.T.S.



"RESERVED PARKING" SHOULD BE PAINTED ON THE TOP OF THE PARKING STALL (CURB SIDE)

SCALE: N.T.S.



"CURBSIDE PICKUP ONLY" SHOULD BE PAINTED ON THE BOTTOM OF THE PARKING STALL

SCALE: N.T.S.

EXHIBIT J-2

dunkin'

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWINGS.

DD BUILDING & SITE SIGNAGE

CURBSIDE PARKING STALL

NOTES

ARTWORK FONT : DUNKIN SANS DISPLAY

SWEEP AND CLEAN THE SURFACE OF THE DRIVEWAY, MAKING SURE IT IS FREE OF DEBRIS.

PAINT THE CONCRETE WITH CONCRETE PRIMER (IF APPLICABLE).

USING DUCT TAPE, SECURE THE STENCIL TO THE DESIRED LOCATION. MAKE SURE THE STENCIL IS STRAIGHT AND CENTERED.

AFTER LETTERS ARE PAINTED AND STENCIL IS REMOVED, TOUCH UP BY HAND ANY VOIDS IN THE LETTERS THAT WERE LEFT BY THE STENCII

PAINT THE ADJACENT PARKING STALL LINES.

FOR CONCRETE DRIVEWAY APPLICATION IT IS HIGHLY RECOMMENDED THAT A CONCRETE PRIMER IS USED PRIOR TO PAINTING.

RECEIVED

AUG 3 0 2022

COMMUNITY DEVELOPMENT DEPT

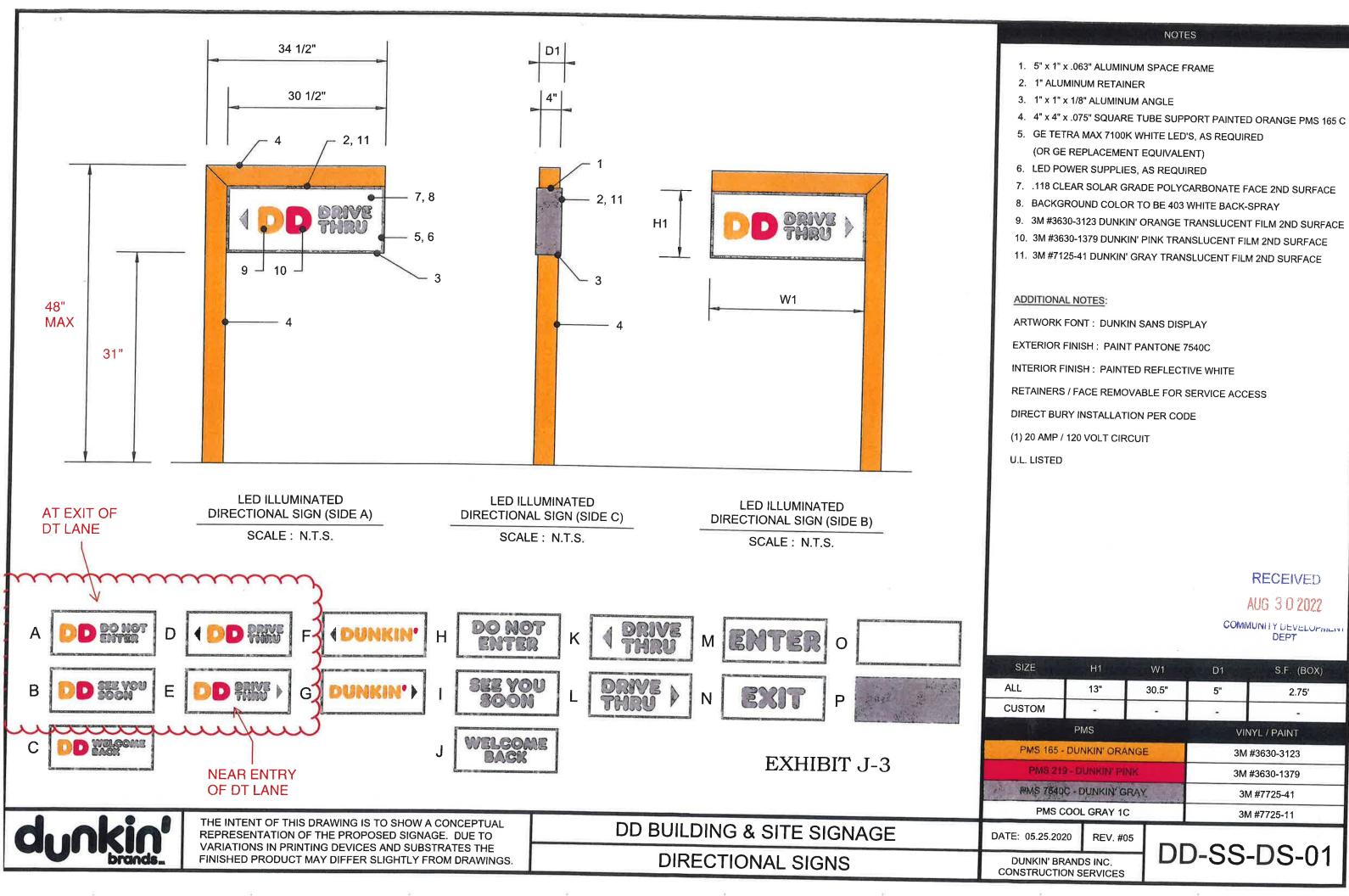
CONTRACTOR OF THE PROPERTY OF	
PMS	VINYL / PAINT
PMS 165 - DUNKIN' ORANGE	3M #3630-3123
PMS 219 - DUNKIN' PINK	3M #3630-1379
PMS 7540C DUNKIN' GRAY	3M #7725-41
PMS COOL GRAY 1C	3M #7725-11

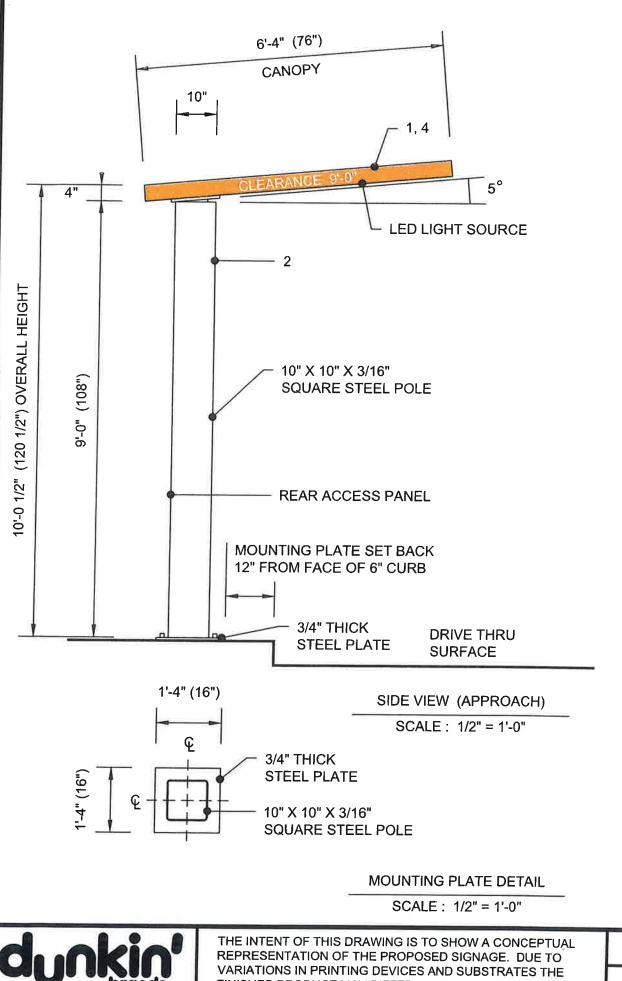
DATE: 05.25.2020

DUNKIN' BRANDS INC. CONSTRUCTION SERVICES

REV. #05

DD-SS-CS-02





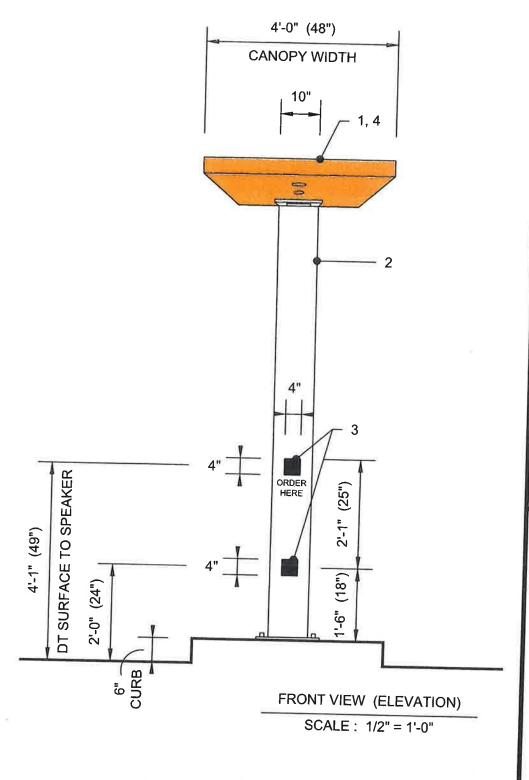


EXHIBIT J-4

RECEIVED AUG 3 0 2022

OMMUNITY DEVELOPMENT

NOTES

- 1. PAINT TO MATCH ORANGE PMS 165 C, GLOSS FINISH
- 2. PAINT TO MATCH PMS COOL GRAY 1 C, GLOSS FINISH
- 3. BLACK VINYL, ARLON 2100-03. MIC BY OTHERS.
- 4. BREAKAWAY SWIVEL TOP

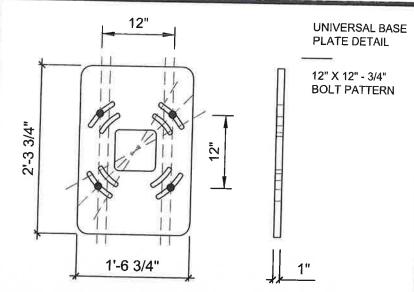
ADDITIONAL NOTES:

ARTWORK FONT: DUNKIN SANS DISPLAY

120 VOLT CIRCUIT, TO BE CONFIRMED BY SITE

CLEARANCE TO BE CONFIRMED BY SITE

TOP HAS TWO DOWN LIGHTS



PMS	VINYL / PAINT	
PMS 165 - DUNKIN' ORANGE	3M #3630-3123	
PMS 218 - DUNKIN' PINK	3M #3630-1379	
PMS 7540C - DUNKIN GRAY	3M #7725-41	
PMS COOL GRAY 1C	3M #7725-11	-

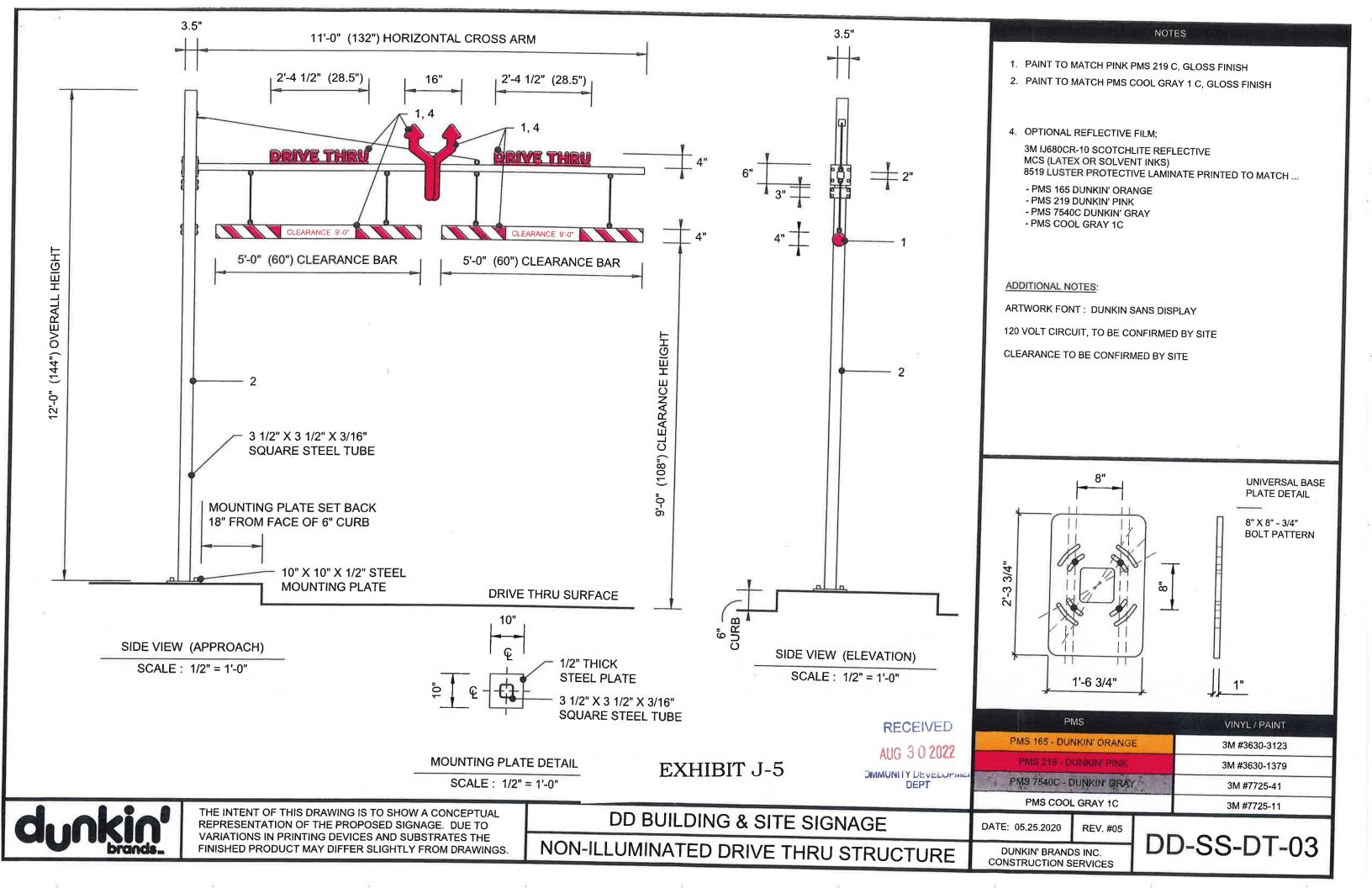
DATE: 05.25.2020

REV. #05

DD-SS-DT-01 DUNKIN' BRANDS INC. CONSTRUCTION SERVICES

FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWINGS.

DD BUILDING & SITE SIGNAGE ILLUMINATED DRIVE THRU CANOPY SIGN

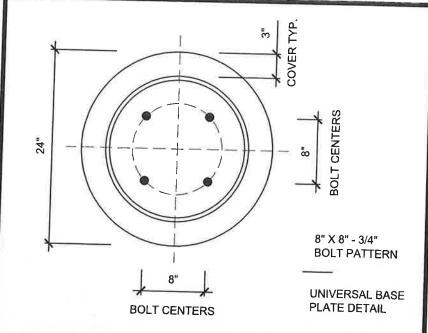


NOTES

- 1. MENUBOARD IS POWDER COATED OR PAINTED TO MATCH PMS 7540C (CABINET, BASE CLADDING, DOOR FRAMES & EXTENDER FRAMES)
- 2. SAMSUNG OHF SERIES DISPLAY MENUBOARDS, OH55F 55"

ADDITIONAL NOTES:

ARTWORK FONT: DUNKIN SANS DISPLAY





REV. #05

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AUG 3 0 2022

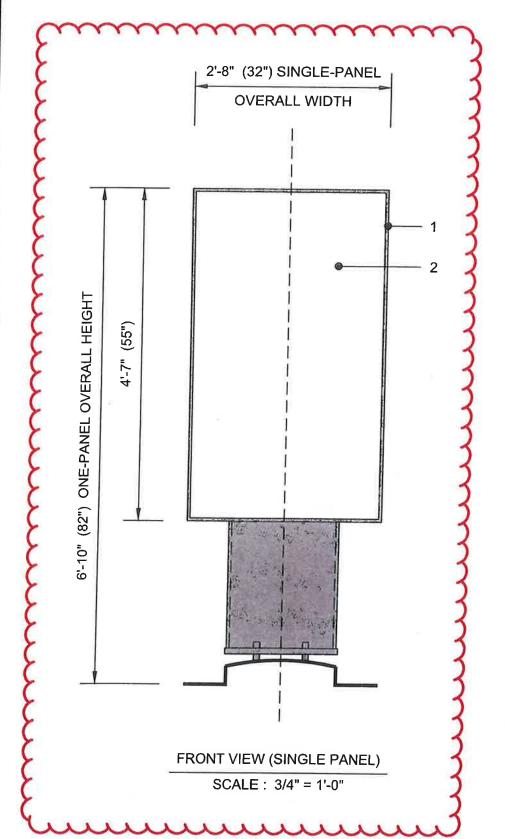
OMMUNITY DEVELOPMEN

DD BUILDING & SITE SIGNAGE

DUNKIN' BRANDS INC. CONSTRUCTION SERVICES

DATE: 05.25.2020

DD-SS-DT-09



5'-0" (60") TWO-PANEL OVERALL WIDTH OVERALL HEIGHT (55") TWO-PANEL (82") 6'-10" (24")

FRONT VIEW (TWO & THREE PANEL)

SCALE: 3/4" = 1'-0"

EXHIBIT J-6

THE INTENT OF THIS DRAWING IS TO SHOW A CONCEPTUAL REPRESENTATION OF THE PROPOSED SIGNAGE. DUE TO VARIATIONS IN PRINTING DEVICES AND SUBSTRATES THE FINISHED PRODUCT MAY DIFFER SLIGHTLY FROM DRAWINGS.

MULTIPLE PANEL DIGITAL MENU BOARDS



Date: April 26, 2022

Updated August 22, 2022

EXHIBIT K

To:

Mr. Eric Carlson

ECA Architects and Planners

From: Lynn M. Means, P.E., PTOE, RSP1

Senior Transportation Engineer - BLA, Inc

Re:

Drive-Thru Queuing Summary

Dunkin'

317 S. Schmale Road Carol Stream, Illinois

BLA-Inc. has conducted a Drive-Thru Queueing (Stacking) Summary for the proposed site modifications to the existing Dunkin' restaurant located at 317 S. Schmale Road in Carol Stream, Illinois. The site currently contains an approximately 1,900 square-foot Dunkin' restaurant with drive-thru window, a 7,500 square-foot retail building that includes a Kentucky Fried Chicken (KFC) restaurant with drive-thru window, a Pizza Hut restaurant and vacant tenant space (formerly occupied by Meineke automobile service facility) and an automatic tunnel carwash. The existing Dunkin' drive-thru lane provides storage (stacking) for 10 vehicles. An additional 5 vehicles can store on site (towards Schmale Road), prior to impacting operations off-site (for a total storage of 15 vehicles).

Access to the site is provided via one full access on Schmale Road and one full access on St. Charles Road. The site also provides cross access to the adjacent Village Tavern & Grill of Carol Stream restaurant, providing an additional full access on Schmale Road.

Exhibit 1 shows the location of the site with respect to the surrounding street system.

As proposed, the project will include modifications to the existing Dunkin' restaurant to accommodate a second drive-thru window. Access to the site will remain via the existing driveways on Schmale Road and St. Charles Road.

The following summarizes the analysis conducted, our findings and provides various recommendations for your consideration.

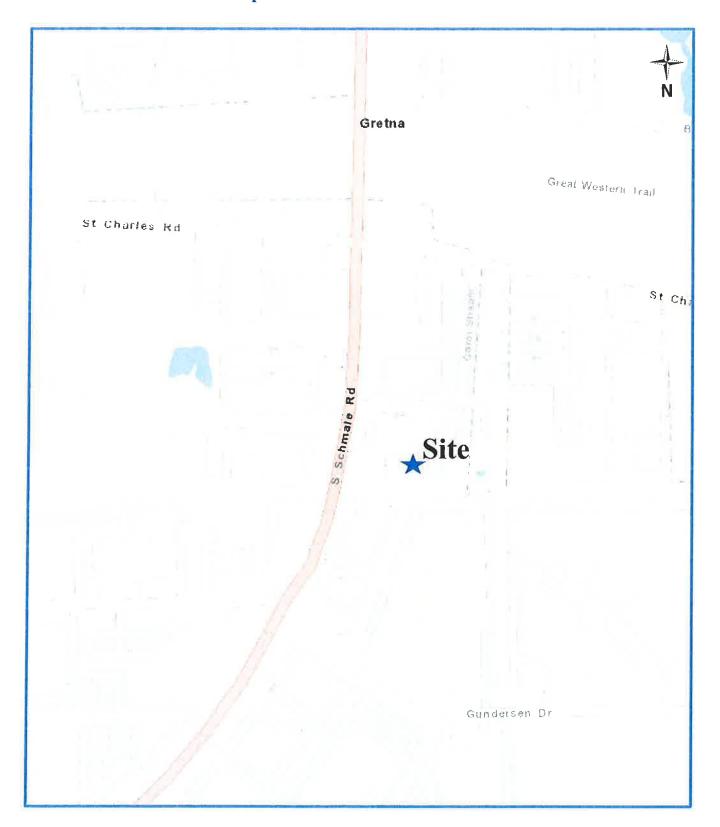
EXISTING CONDITIONS

Area Land Use

The site includes a Dunkin' restaurant with drive-thru window, a KFC with drive-thru window, a Pizza Hut restaurant, approximately 3,400 square-feet of vacant retail space (former Meineke) and an automatic tunnel carwash. The site is bound by Schmale Road, commercial and the Carol Stream Fire Station to the west; commercial and multi-family residential uses to the south; St. Charles Road, an animal hospital and horse stables to the north, and commercial uses to the east.



Exhibit 1: Site Location Map





Existing Traffic

Traffic count data was obtained from IDOT's Traffic Count Database System along Schmale Road and St. Charles Road from the year 2020. Based on these counts, the weekday morning, midday and evening peak hours occurred from 8:00 to 9:00 AM, 12:00 to 1:00 PM and 4:00 to 5:00 PM, respectively.

Table 1 summarizes the annual average daily traffic (AADT) volumes, obtained from IDOT (www.getttingaroundillinois.com) near the site:

Table 1: Summary of IDOT AADT Volumes

Location	IDOT AADT (2020)	
Schmale Road		
Between St. Charles Road and Geneva Road	16,000	
St. Charles Road		
Between Gary Avenue and Bloomingdale Road	5,900	

Summaries of the traffic count data are contained in *Appendix A*. Note: The IDOT traffic volumes presented in Appendix A represent "raw", unadjusted data. These volumes are adjusted based on day of week and month of year factors, resulting in an AADT which is lower than the raw total.

PROPOSED DEVELOPMENT PLAN

The proposed Site Plan is illustrated on *Exhibit 2*. The development includes modifications to the existing Dunkin' restaurant to accommodate a second drive-thru window. With the proposed improvements, the available storage space within the drive-thru lane will be increased, along with providing efficiencies in the service time by permitting two drivers to place their orders at the same time. This will be accomplished by shifting the drive-thru entrance to the west, along with the relocation of the Dunkin' trash enclosure from within the drive-thru lane (southwest area of the building) to east of the building, adjacent to the other two site trash enclosures. Access to the site will remain via the existing driveways on Schmale Road and St. Charles Road.

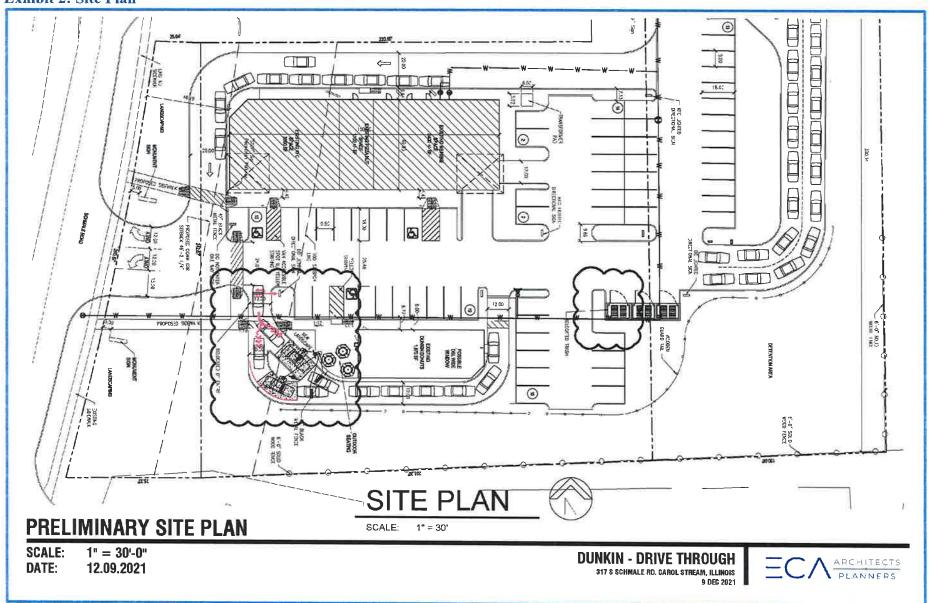
DRIVE-THRU QUEUEING (STACKING) ANALYSIS

A drive-thru queuing (stacking) analysis was conducted to determine whether the proposed storage space is adequate to accommodate the drive-thru vehicles. Based on the Site Plan prepared by ECA Architects and Planners (see *Exhibit 2*), the on-site vehicle storage space of the proposed dual drive-thru window lane is 13 vehicles without the disruption of site access or on-site circulation.

Observations were performed at the existing site in April 2022 during the weekday morning (6-9 AM) and midday (11AM to 1PM) peak periods, coinciding with the peak operations of the existing Dunkin' (see *Appendix B*) and KFC (see *Appendix C*) restaurants, respectively. Based on these observations, during the weekday morning peak period, the maximum observed drive-thru queue at the Dunkin' was 13 vehicles, with an average peak queue of 7 vehicles; KFC, as well as Pizza Hut, is not open during this timeframe. The maximum observed vehicle queue length for westbound exiting vehicles onto Schmale Road during this timeframe was 3 vehicles, with typical westbound vehicle queue lengths not exceeding one vehicle, which does not impact existing or proposed drive-thru activities.



Exhibit 2: Site Plan





Observations during the weekday midday peak period revealed the maximum drive-thru queue at the Dunkin' was 3 vehicles, with an average queue length of 1 vehicle. The KFC drive-thru maximum queue length was observed at 3 vehicles, with an average of 1 vehicle. The maximum vehicle queue length on the westbound site access approach to Schmale Road did not exceed one vehicle during the weekday midday peak timeframe observed, which does not impact existing or proposed drive-thru activities.

The observations performed at the site were compared with recent surveys conducted in 2017, 2019 and 2021 at 12 similar Dunkin' coffee shops in the Chicagoland area with drive-through facilities (see *Appendix B*). As shown, the average stacking ranged between four (4) and nine (9) vehicles, which can be accommodated on site without impacting on- or off-site operations. The maximum stacking observed at the 12 locations surveyed was 12 vehicles, which can also be adequately accommodated within the proposed drive-thru lanes.

Similarly, the KFC site observations were compared with recent surveys in April 2022 at 3 existing similar locations (see *Appendix C*). As shown, the average stacking was 1 vehicle, with the maximum observed at 3 vehicles.

Accordingly, the maximum observed Dunkin' drive-thru queue, occurring during the weekday morning peak period, can be accommodated within the proposed dual drive-thru storage lanes, minimizing the vehicle queueing occurring within the adjacent site drive aisle. As previously described, the adjacent KFC and Pizza Hut are not open during this timeframe. The Dunkin' experiences minimal traffic / drive-thru activity when the adjacent KFC and Pizza Hut uses experience peak operations. Therefore, the relocation of the drive-thru entrance to the west is not anticipated to impact drive-thru operations serving the KFC restaurant.

CONCLUSIONS

A drive-thru queueing (stacking) analysis was performed for the proposed site modifications to the existing Dunkin' restaurant located at 317 S. Schmale Road in Carol Stream, Illinois. Based on the analyses contained herein, the on-site vehicle storage capacity within the drive-thru lane will be increased, which is expected to accommodate the peak vehicle queues for the Dunkin' drive-thru window. This will minimize the vehicle queuing within the adjacent site drive aisles, improving on-site circulation.



Appendices



Appendix A

Traffic Count Summaries





LOCATION IN	
Location ID	022 3598
Туре	LINK
Fnct'l Class	4
Located On	SCHMALE RD
From Road	St Charles Rd
To Road	Geneva Rd
Direction	2-WAY
County	Dupage
Community	CAROL STREAM
MPO ID	
HPMS ID	
Agency	Illinois DOT

COUNT DATA INFO	
Count Status	Accepted
Start Date	Wed 6/3/2020
End Date	Thu 6/4/2020
Start Time	1:00:00 PM
End Time	1:00:00 PM
Direction	2-WAY
Notes	
Station	SCHMALE RD
Study	
Speed Limit	
Description	
Sensor Type	
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

INTERVAL:60 MIN	
Time	Hourly Count
0:00-1:00	64
1:00-2:00	63
2:00-3:00	35
3:00-4:00	49
4:00-5:00	81
5:00-6:00	249
6:00-7:00	585
7:00-8:00	828
8:00-9:00	858
9:00-10:00	1,071
10:00-11:00	1,198
11:00-12:00	1,406
12:00-13:00 📵	1,765
13:00-14:00	1,518
14:00-15:00	1,589
15:00-16:00	1,550
16:00-17:00	1,605
17:00-18:00	1,496
18:00-19:00	1,238
19:00-20:00	936
20:00-21:00	647
21:00-22:00	375
22:00-23:00	236
23:00-24:00	145
Total	19,587
AM Peak	11:00-12:00 1,406
PM Peak	12:00-13:00 1,765





LOCATION IM	-0
Location ID	022 3598_NB
Туре	LINK
Fnct'l Class	4
Located On	SCHMALE RD
From Road	St Charles Rd
To Road	Geneva Rd
Direction	NB
County	Dupage
Community	CAROL STREAM
MPO ID	
HPMS ID	
Agency	Illinois DOT

COUNT DATA INFO	
Count Status	Accepted
Start Date	Wed 6/3/2020
End Date	Thu 6/4/2020
Start Time	1:00:00 PM
End Time	1:00:00 PM
Direction	NB
Notes	
Station	SCHMALE RD
Study	
Speed Limit	
Description	
Sensor Type	
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

MITERVAL:80-0	Hol
Time	Hourly Count
0:00-1:00	25
1:00-2:00	27
2:00-3:00	15
3:00-4:00	26
4:00-5:00	45
5:00-6:00	140
6:00-7:00	299
7:00-8:00	384
8:00-9:00	398
9:00-10:00	532
10:00-11:00	613
11:00-12:00	720
12:00-13:00	885
13:00-14:00	746
14:00-15:00	794
15:00-16:00	798
16:00-17:00	809
17:00-18:00	733
18:00-19:00	581
19:00-20:00	492
20:00-21:00	351
21:00-22:00	188
22:00-23:00	123
23:00-24:00	70
Total	9,794
AM Peak	11:00-12:00 720
PM Peak	12:00-13:00 885





LOCATION IN	0
Location ID	022 3598_SB
Туре	LINK
Fnct'l Class	4
Located On	SCHMALE RD
From Road	St Charles Rd
To Road	Geneva Rd
Direction	SB
County	Dupage
Community	CAROL STREAM
MPO ID	
HPMS ID	
Agency	Illinois DOT

COUNT DATA INFO	
Count Status	Accepted
Start Date	Wed 6/3/2020
End Date	Thu 6/4/2020
Start Time	1:00:00 PM
End Time	1:00:00 PM
Direction	SB
Notes	
Station	SCHMALE RD
Study	
Speed Limit	
Description	
Sensor Type	
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

INTERVALIBO-MIN	
Time	Hourly Count
0:00-1:00	39
1:00-2:00	36
2:00-3:00	20
3:00-4:00	23
4:00-5:00	36
5:00-6:00	109
6:00-7:00	286
7:00-8:00	444
8:00-9:00	460
9:00-10:00	539
10:00-11:00	585
11:00-12:00	686
12:00-13:00 (880
13:00-14:00	772
14:00-15:00	795
15:00-16:00	752
16:00-17:00	796
17:00-18:00	763
18:00-19:00	657
19:00-20:00	444
20:00-21:00	296
21:00-22:00	187
22:00-23:00	113
23:00-24:00	75
Total	9,793
AM Peak	11:00-12:00 686
PM Peak	12:00-13:00 880





LOCATION INFO			
Location ID	022 3790		
Туре	LINK		
Fnct'l Class	5		
Located On	St Charles Rd		
From Road	GARY AVE		
To Road	Bloomingdale Rd		
Direction	2-WAY		
County	Dupage		
Community	CAROL STREAM		
MPO ID			
HPMS ID			
Agency	Illinois DOT		

DOSTINET INVESTO INTERN			
COUNT DATA INFO			
Count Status	Accepted		
Start Date	Wed 6/3/2020		
End Date	Thu 6/4/2020		
Start Time	1:00:00 PM		
End Time	1:00:00 PM		
Direction	2-WAY		
Notes			
Station	ST CHARLES RD		
Study			
Speed Limit			
Description			
Sensor Type			
Source	CombineVolumeCountsIncremental		
Latitude,Longitude			

INTERVAL:60-M	11/2
Time	Hourly Count
0:00-1:00	28
1:00-2:00	18
2:00-3:00	15
3:00-4:00	25
4:00-5:00	68
5:00-6:00	138
6:00-7:00	278
7:00-8:00	374
8:00-9:00	377
9:00-10:00	390
10:00-11:00	393
11:00-12:00	474
12:00-13:00	558
13:00-14:00	550
14:00-15:00	578
15:00-16:00	591
16:00-17:00	620
17:00-18:00	585
18:00-19:00	442
19:00-20:00	273
20:00-21:00	181
21:00-22:00	133
22:00-23:00	66
23:00-24:00	72
Total	7,227
AM Peak	11:00-12:00 474
PM Peak	16:00-17:00 620





LOCATION INFO			
Location ID	022 3790_EB		
Туре	LINK		
Fnct'l Class	5		
Located On	St Charles Rd		
From Road	GARY AVE		
To Road	Bloomingdale Rd		
Direction	EB		
County	Dupage		
Community	CAROL STREAM		
MPO ID			
HPMS ID			
Agency	Illinois DOT		

COUNT DATA IN	FQ				
Count Status	Accepted				
Start Date	Wed 6/3/2020				
End Date	Thu 6/4/2020				
Start Time	1:00:00 PM				
End Time	1:00:00 PM				
Direction	EB				
Notes					
Station	ST CHARLES RD				
Study					
Speed Limit					
Description					
Sensor Type					
Source	CombineVolumeCountsIncrementa				
Latitude,Longitude					

INTERVAL:60-MIN		
Time	Hourly Count	
0:00-1:00	11	
1:00-2:00	10	
2:00-3:00	7	
3:00-4:00	12	
4:00-5:00	31	
5:00-6:00	66	
6:00-7:00	151	
7:00-8:00	211	
8:00-9:00	187	
9:00-10:00	190	
10:00-11:00	192	
11:00-12:00	222	
12:00-13:00 📵	261	
13:00-14:00	267	
14:00-15:00	251	
15:00-16:00	254	
16:00-17:00	262	
17:00-18:00	231	
18:00-19:00	210	
19:00-20:00	120	
20:00-21:00	88	
21:00-22:00	60	
22:00-23:00	30	
23:00-24:00	43	
Total	3,367	
AM Peak	11:00-12:00 222	
PM Peak	13:00-14:00 267	





LOCATION INFO				
Location ID	022 3790_WB			
Туре	LINK			
Fnct'l Class	5			
Located On	St Charles Rd			
From Road	GARY AVE			
To Road	Bloomingdale Rd			
Direction	WB			
County	Dupage			
Community	CAROL STREAM			
MPO ID				
HPMS ID				
Agency	Illinois DOT			

COUNT DATA IN	FO
Count Status	Accepted
Start Date	Wed 6/3/2020
End Date	Thu 6/4/2020
Start Time	1:00:00 PM
End Time	1:00:00 PM
Direction	WB
Notes	
Station	ST CHARLES RD
Study	
Speed Limit	
Description	
Sensor Type	
Source	CombineVolumeCountsIncremental
Latitude,Longitude	

INTERVAL:60-MIN		
Time	Hourly Count	
0:00-1:00	17	
1:00-2:00	8	
2:00-3:00	8	
3:00-4:00	13	
4:00-5:00	37	
5:00-6:00	72	
6:00-7:00	127	
7:00-8:00	163	
8:00-9:00	190	
9:00-10:00	200	
10:00-11:00	201	
11:00-12:00	252	
12:00-13:00 📵	297	
13:00-14:00	283	
14:00-15:00	327	
15:00-16:00	337	
16:00-17:00	358	
17:00-18:00	354	
18:00-19:00	232	
19:00-20:00	153	
20:00-21:00	93	
21:00-22:00	73	
22:00-23:00	36	
23:00-24:00	29	
Total	3,860	
AM Peak	11:00-12:00 252	
PM Peak	16:00-17:00 358	



Appendix B

Dunkin' Survey Data



Dunkin' with Drive-Thru Window Weekday AM (6-9AM) Observations

April 2022

	Parking Demand	Drive-Thru Queue		No. 1165 University of the state	
Location	(Maximum)	Maximum	Average	AADT (year)	
Carol Stream, IL 317 S. Schmale Rd	11*	13	7	Schmale Rd – 16,000 (2020)	

^{*}Site also shares parking with a KFC and Pizza Hut, both uses not open during observations.

August 2021

	Parking Demand	Drive-Thru Queue		
Location	(Maximum)	Maximum	Average	AADT (year)
Long Grove, IL 3980 IL 22	8	7	5	IL 22–15,400 (2019) Old McHenry Rd – 11,800 (2019)
Palatine, IL 801 E Dundee Rd	6	12	9	Dundee Rd – 26,100 (2019)
Arlington Heights, IL 105 W. Dundee Rd	7	6	5	Dundee Rd – 31,000 (2019)
Arlington Heights, IL 1010 E. Rand Rd	9	11	9	Rand Rd – 29,200 (2019)

September 2019

	Parking Demand	Drive-Thru	a Queue	
Location	(Maximum)	Maximum	Average	AADT (year)
Chicago, IL 6250 N. Clark Ave	6	7	5	Clark Ave – 15,000 (2018)
Chicago, IL 3132 W. Devon Ave	7	7	6	Devon Ave – 24,800 (2018)
Chicago, IL 3401 W. Peterson Ave	10	9	6	Peterson Ave – 30,000 (2019) Kimball Ave – 13,500 (2014)

Source: Gewalt-Hamilton, Associates.

July 2017

	Parking Demand Drive-Thru Queue			
Location	(Maximum)	Maximum	Average	AADT (year)
Chicago, IL 6332 N. Broadway	9	10	6	Broadway – 20,000 (2018)
Round Lake Beach, IL 369 Rollins Rd	13	7	6	Rollins Rd – 22,100 (2019)
Northbrook, IL 2775 Dundee Rd	13	9	6	Dundee Rd – 18,600 (2019) Pfingsten Rd – 11,200 (2018)
Niles, IL 8080 Milwaukee Ave	7	7	5	Milwaukee Ave – 29,700 (2019)
Waukegan, IL 2900 Belvidere Rd	9	7	4	Belvidere Rd – 24,300 (2019)

Source: Gewalt-Hamilton, Associates

Dunkin Survey Data Suomary



Dunkin' with Drive-Thru Window Weekday MID (11AM-1PM) Observations

April 2022

	Parking Demand Drive-Thru Queue			
Location	(Maximum)	Maximum	Average	AADT (year)
Carol Stream, IL 317 S. Schmale Rd	7*	3	1	Schmale Rd – 16,000 (2020)

^{*}Site also shares parking with a KFC and Pizza Hut, parking demand was based on observed customers/employees/deliveries entering/exiting site.



Appendix C

KFC Survey Data



Kentucky Fried Chicken (KFC) with Drive-Thru Window Weekday MID (11AM-1PM) Observations

April 2022

	Parking Demand Drive-Thru Queue		u Queue		
Location	(Maximum)	Maximum	Average	AADT (year)	
Carol Stream, IL 317 S. Schmale Rd	6*	3	1	Schmale Rd – 16,000 (2020)	
Vernon Hills, IL 700 N. Milwaukee Ave	3	3	1	Milwaukee Ave – 23,200 (2021)	
Schaumburg, IL 1160 Roselle Rd	7	2	1	Roselle Rd – 27,700 (2018)	
Hoffman Estates, IL 1030 N. Roselle Rd	3	3	1	Roselle Rd – 35,800 (2018)	

^{*}Site also shares parking with a Dunkin' and Pizza Hut, parking demand was based on observed customers/employees/deliveries entering/exiting site.





20 N. Wacker Drive, Ste 1660 Chicago, Illinois 60606-2903 T 312 984 6400 F 312 984 6444

250 Parkway Drive, Ste 330 Lincolnshire, Illinois 60069-4304 T 847 403 8894

DD: 312-984-6417 jarhodes@ktjlaw.com

MEMORANDUM

TO:

Mayor and Board of Trustees

Robert Mellor, Village Administrator

FROM:

James A. Rhodes, Village Attorney

DATE:

September 27, 2022

RE:

AN ORDINANCE AMENDING CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS OF THE VILLAGE OF CAROL STREAM CODE OF ORDINANCES IN REGARD TO THE LICENSING AND REGULATION OF MICROBREWIES

Attached you will find an Ordinance providing for the licensing and regulation of microbrewies within the Village. The microbrewery license provision allows a brewery that manufactures beer in annual quantities less than 10,000 gallons and then sells the beer for consumption both on and off the licensed premises. A microbrewery is distinguishable from a brew pub which, per the state's Liquor Control Act, can manufacture beer in quantities of up to 155,000 gallons per year. Brew pubs are typically associated with a full-service restaurant. If the Village Board determines that brew pubs should be allowed in the future, then regulations for a brew pub license can be drafted for Village Board consideration.

If there are any questions, please let me know.

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2, ALCOHOLIC LIQUOR DEALERS OF THE VILLAGE OF CAROL STREAM CODE OF ORDINANCES IN REGARD TO MICROBREWIES

WHEREAS, the Village of Carol Stream, is a home rule unit of local government as provided by Article VII, Section 6 of the Illinois Constitution of 1970, and has the authority to exercise any power and perform any function pertaining to its government and affairs except as limited by Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream (the "Village") have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and Board of Trustees have heretofore enacted regulations with respect to the sale of alcoholic liquor within the Village of Carol Stream and established classifications of liquor licenses for the retail sale of alcoholic liquor; and

WHEREAS, the Mayor and Board of Trustees deem it to be in the best interest of the Village to provide for the regulation and licensing of microbreweries within the Village.

NOW, THEREFORE, 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: The above recitals are incorporated herein by reference as though fully set forth herein.

SECTION 2: The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7 is hereby amended by adding subsection (T) which shall read as follows:

§ 11-2-7 CLASSIFICATION OF LICENSES; NUMBER ISSUED; FEES.

Licenses issued under this article shall be divided into various classes and shall be limited in number and shall provide for fees as follows.

* * *

(T) A Class MB (Microbrewery License) shall authorize the manufacture of up to 10,000 gallons of beer on the premises per year, the retail sale of beer manufactured on the premises for consumption on the premises and the retail sale of beer manufactured on the premises for consumption not on the premises. Approved containers for the sale of beer manufactured on the premises for consumption not on the premises shall include bottles, cans, growlers and kegs

properly sealed for transportation in accordance with state law. A Class MB license shall also authorize the retail sale of beer, wine and other alcoholic liquor which are not manufactured on the premises, for consumption on the premises, provided that a minimum of 1,600 gallons of beer is manufactured on the premises per year. No more than zero Class MB licenses may be issued. The initial annual fee for such license shall be \$1,500 and \$2,500 for each year thereafter.

SECTION 3: Those sections, paragraphs and provisions of Chapter 11 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended in Section 2 of this Ordinance.

SECTION 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS	_DAY OF, 2022
AYES:	
NAYS:	
ABSENT:	
	Frank Saverino, Sr., Mayor
Julia Schwarze, Village Clerk	



AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A MICROBREWERY (206 BREWING COMPANY, LLC, 600 E. NORTH AVENUE)

WHEREAS, William King, with 206 Brewing Company, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Microbrewery, as provided in Section 16-3-11 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 600 E. North Avenue, 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 September 26, 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 Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit 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 Permit, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Permit:

- 1. Is deemed necessary for the public convenience at the location. The proposed microbrewery will provide a unique (to Carol Stream) adult beverage establishment to the community.
- 2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. The applicant has provided an operations plan that illustrates the microbrewery will be managed and maintained in an orderly fashion, and should not be detrimental or endanger the public health, safety, morals, comfort or general welfare of the community.
- 3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The microbrewery should operate in an orderly fashion, and not have negative effects on surrounding businesses and properties from a parking, sanitation, or operations perspective.
- 4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. Surrounding properties are

Ordinance No. 2022-Page 2 of 4

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 Permit, as set forth in the above recitals, is hereby approved and granted to 206 Brewing Company, LLC, subject to the conditions set forth in Section 3, upon the real estate commonly known as 600 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

LOT 1 AND 2 IN INTEGRITY CAROL STREAM SHOPS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 2008 AS DOCUMENT R2008-060128, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

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

- 1. That the submitted cover letter (received August 31, 2022), shall be adopted as part of the governing ordinance for the Special Use Permit;
- 2. That DuPage County Health Department approval of the microbrewery shall be required prior to issuance of any Village building permits;
- 3. That if there are any noticeable odors, vapors, or any other impacts on surrounding businesses or properties from the on-site brewing equipment, the applicant shall remedy the impact immediately in consultation with the Village; 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 Permit is hereby approved and granted as set forth in the following plans and exhibits:

Ordinance No. 2022-Page 3 of 4

- 1. Operations Plan (Exhibit A, received by the Community Development Department August 31, 2022), prepared by William King.
- 2. Site Plan denoting tenant space (Exhibit B, received by the Community Development Department August 5, 2022).
- 3. Floor Plan (Exhibit C, received by the Community Development Department August 31, 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 Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

	PASSED AND APPROVED THIS 3	Brd DAY OF OCTOBER, 2022.	
	AYES:		
	NAYS:		
	ABSENT:		
ATTE	ST:	Frank Saverino, Sr. Mayor	A
Julia	Schwarze, Village Clerk		

Ordinance No. 2022-Page 4 of 4

I, William King, 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 Code of Ordinances, and/or termination of the special use permit. 206 Brewing Company, 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

600 E North Ave Carol Stream, IL 60188 630-784-1932 206 Brewing@Gmail.com 206Brewing.com



Village of Carol Stream

Response to comments on Special Use Permit application.

1-a. We plan to be open: Wednesday and Thursday 11am-8pm Friday and Saturday 11am-10pm Sunday 11am-5pm

For employees I anticipate myself and my wife being the primary workers initially. I expect to have 3-5 part-time employees. As the business grows, I anticipate 1-2 full-time employees in addition to the part-time staff. Hopefully full-time staff will be added no later than next spring. As far as allowing under 21 years of age. I don't want to prohibit people from bringing their children, especially very young. There will be soft drinks, fresh (not over salted popcorn) and other snacks available for them. I hadn't considered entertainment for children. There will be some board games available.

Please advise what would be required to allow children. If necessary, we will make the requirement to be 21 or over.

1-b Information on brewing process:

I will have 10 taps available on main tap tower. The variety of beer and cider will rotate. Due to space and equipment, we will primarily brew ales. This will allow for 10 products to be available on tap. The styles will vary depending on demand. Typical tap list would include a variety of pale ales (West Coast IPA, New England IPA, American Pale ale etc). Our tap list will also include rotating Porters. Stouts, Barley Wines and Barrel aged varieties. We plan to include Non-Alcoholic selections. A brewery named Go Brewing in Naperville is all low/zero alcohol beer. We plan to have one of their beers on tap most of the time. I am also working with a flavoring company to have craft sodas available. We will have rotating cider selection made by local companies and ourselves. We also plan to have rotating guest taps. These will be mostly craft breweries who have particularly exceptional examples of style I am not making.

EXHIBIT A

The brewing process – There are three kettles in the "Brew House" These are electric kettles. The first is a Hot Liquor tank (HLT) the second is the Mash Tun (MT) and the third is the boil kettle (BK), Water is heated in the HLT and once it comes to temperature it is transferred into the MT. At this point grains are added to make the mash (Similar to making oatmeal). After about an hour the grain is washed with more water and transferred into the Boil Kettle. At this point the liquid is called Wort. The wort is raised to a boil. At this time hops are added at various times to create bittering and aroma. After about an hour the boil is shut down and wort is cooled. Once it reaches under 100 degrees it is transferred into a fermenter. Once all wort is transferred to fermenter, the yeast is added (pitched). Temperature control is extremely important. Temperature can be controlled in several ways. For me this control will happen by placing the fermenter in a cooler and setting the cooler to the appropriate temperature. Depending on the yeast used, the fermenter be left in the cooler at temperature for 1-2 weeks to ferment. After fermentation the liquid is now beer but it has no carbonation. The beer is transferred to a "Brite Tank". This is a pressure capable tank. The beer is chilled and put under pressure with CO2 to carbonate. While in the Brite tank the beer will also clarify. After a couple days the beer can be transferred to kegs and be ready to serve.

As far as noise concerns, we will be receiving our grain premilled so there really won't be any noise beyond normal conversation/music.

There will be some odor from the brewing process. There is an exhaust vent above the brewing area, Minimal odor may be present but not at an offensive level.

- ii. Initially Wednesday mornings will be our brew day. The brewing process usually takes about 4 hours. The brewing should be complete or near complete prior to opening. Cleaning will likely occur throughout the day. If multiple brew days are needed. Saturday mornings would be the secondary brew day.
- The brew house and fermenters are 1bbl (31 gallons), Lanticipate brewing 31-62 gallons per week. So, the maximum anticipated volume would be about 3,000 gallons annually.
- With the 1-barrel brew house only about 70 pounds of grain will be used per batch. This will roughly fill ½ of a standard 33 gallon trash can. Ideally, I will find a local place where this can be composted. I have reached out to another brewery that has a place that composts their spent grain but at this time I am still waiting for a response. Otherwise, it ends up in the regular trash.

There are two dumpsters onsite for the businesses located in the same strip mall. The dumpster on the west side is often filled about 75% prior to pickup. This is primarily from Hong Ning restaurant. The dumpster to the east is usually about 50% full at pickup (based on my observations) this is primarily from Jin 28.1 don't foresee any issue with an excess of trash. We will be generating trash from takeout containers guests bring in. The trash will be "tamped down" to reduce volume prior to taking to dumpster.

Based on the capacity of our system there should be very little expired product.

Liquid that may expire would have to be poured down the drain. The worst case would be a full batch that gets infected. This would require the 31 gallon batch be disposed of. This is unlikely to be any cause for concern for the sanitary system. I have sent an email to Sue Ruta at the WRC outlining any foreseeable incidents asking for direction on how to mitigate potential issues.

1-c Product delivers will be very limited. Due to my size deliveries will be cost prohibitive. My current plan is to pick up most products myself from a local distributor. I will unload from the back of the building. This will have no impact on other businesses. When deliveries are required, I will try to schedule them for Mondays (Hong Ning is closed) and/or mornings prior to 11am to minimize impact on other businesses.

1-d The Membership program will only be on Wednesdays. This concept is still evolving but will not be any more than 1 day per week. All other hours will be open to everyone.

I-e As far as partnering with local restaurants, I absolutely want to do that. I am not sure if there is anything I can do with Grub hub or similar as the recipient not a seller (I hadn't considered that but will look in to it). I will keep a supply of menus from local restaurants and encourage guests to order from them. I have also considered having restaurants come in and sell/serve meals (obviously with health department and Village approval). I have considered food trucks. I have a couple concerns with that though. First positioning of truck. There would probably be space in front of the old Retro Fitness but I would be concerned with guests walking out with alcoholic beverages. That is a total No Go for me and I'm sure the Village and PD would agree. Second and maybe more importantly I don't want to disrespect my neighbors. I would rather my guests order from them rather than a food truck. As time goes on and relationships are built, I will consider them further.

1-f Outdoor seating. As much as I would love to have outdoor seating, I don't see how that would be possible in the current location.

4. Regarding wine and spirits sales

I understand the concern of being more like a Bar rather than a micro-brewery. While I have a very clear picture in my mind how that would look it is sometimes difficult to articulate my reasoning and vision.

Based on personal experience and with many conversations, one issue with microbreweries is keeping groups engaged. Personal experiences going out with other couples and friends is that not everyone enjoys craft beer. So often times they will stop in for one beer then move on to another location with better drink selection for the rest of the group.

I absolutely DO NOT want to run a bar. My vision is to have premixed drinks available. There are a number of canned or bottled mixed drinks on the market now. This would be the extent of mixed drinks. Things like premixed margaritas would be a prime example.

I would like to have a small amount of wine. Bottles and/or single serve containers would be desired. A very basic selection of "Red or White" wine.

I would like to have a selection of Bourbon available. While this may seem to lean more towards a "Bar", Bourbon and craft beer have become very intertwined. Over the past decade or so many breweries have started "Barrel" programs. This is where they take used Bourbon barrels and age their beer in them. Most commonly stouts are aged this way but I have seen a wide variety of ales aged in barrels. Bourbon pours also tend to attract a more mature crowd. I absolutely do not want to have people coming to "do shots". The Bourbon selections would be mostly "Top Shelf" varieties.

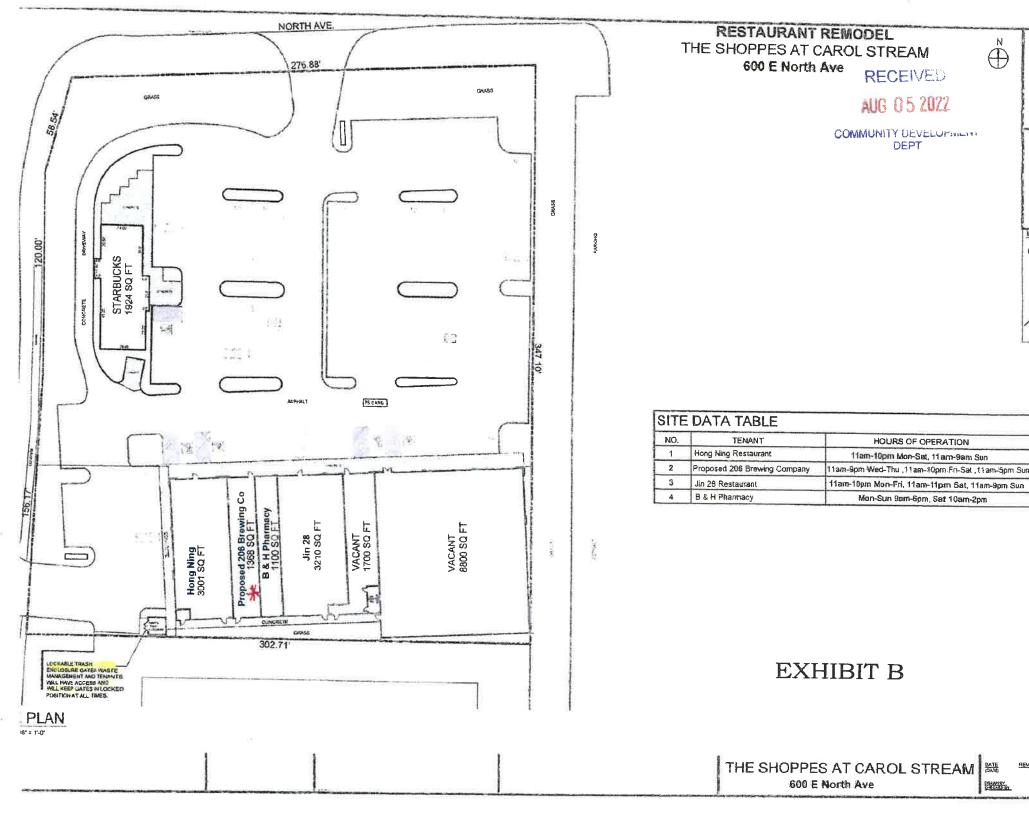
As much as I would like to have the opportunity to prove my concept, at the core I want a brewery. If the license will be denied as proposed, I will take what I can get.

6-a I have sent an email to Sue Ruta at WRC describing all chemicals that will be used and ask what, if anything, I need to do in the event I need to dump product or concerns with chemicals used.

As far as plans are concerned, I have included basic drawings of intended upgrades. Fortunately, everything I need structurally is already in place. The electric I need for the Brew house is already in place from the Subway ovens. There is an exhaust vent in place where the brewing equipment will be positioned. I will need to build a bar top. I will discuss further to see what permits may be needed to move forward.

I have uploaded a basic floor plan and very basic plan of the bar I plan to build. I was unclear if a building permit would be required to build the bar since it is pretty much free standing. If these drawings don't meet with your standards I will have professional drawings completed prior to the meeting when scheduled.

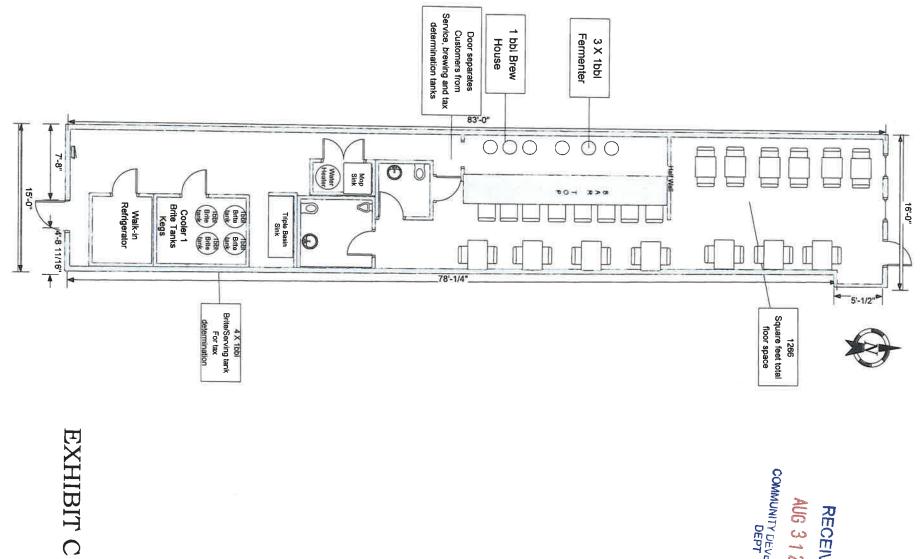
Thank you for your consideration.
Bill King
Owner
206 Brewing Company LLC
630-802-1426



LEGE

ESTS ICKAI

SEA



RECEIVED

COMMUNITY DEVELORMENT DEPT AUG 3 1 2022

600 E North Ave, Carol Stream IL 60188 206 Brewing Company

Village of Carol Stream Interdepartmental Memorandum

TO:

Robert Mellor, Village Manager

FROM:

William N. Cleveland, Director of Engineering Services

10

DATE:

September 26, 2022

RE:

Joint Funding Agreement for State-Let Construction Work and Resolution – Lies Road Bike Trail Extension from Gary Avenue to

Schmale Road

A funding resolution and agreement are required between the Village of Carol Stream and the Illinois Department of Transportation specifying the terms and conditions for the use of federal and state grant funding for construction of the referenced project. The estimated division of cost is \$650,500 in federal funds, \$17,660 in state funds, and \$180,840 in local funds for construction and construction engineering for a total of \$849,000.

Originally approved for STP construction funding of \$385,000 in December of 2013, the Village now has \$668,160 in construction and construction engineering grants, for an increase of \$283,160 in ITEP and FHWA (COVID) grant funding.

The FY23/24 budget includes \$730,000 for project construction, with \$506,840 shown as grant fund revenue and a Village share of \$223,160.00. This agreement reflects a decrease of (\$42,320) in anticipated Village costs and an increase of \$161,320 in grant funding. Actual costs will be based off the bid unit prices in the construction contract, not the engineer's estimate of costs.

Agreement cost sharing is 100% of construction costs up to \$509,220 in FHWA (COVID) funding and 90% of construction costs over that in ITEP funding up to \$59,040. Construction engineering will also be paid from ITEP funding, with 80% federal (\$88,800), 10% state (\$11,100) and 10% Village (\$11,100).

Engineering staff therefore recommends the "Joint Funding Agreement for State-Let Construction Work" for the Lies Road Bike Trail extension be approved and five (5) original agreements submitted to the Illinois Department of Transportation along with the Resolution for Funding.

Cc:

Jon Batek, Finance Director

Adam Frederick, Assistant Village Engineer

Attachment

Village of Carol Stream

Location:

Lies Road

Section No.:

15-00061-00-BT

Project No.: Job No.: DYD1 (613) C-91-409-15

DuPage County

RESOLU	TION	NO.	

A RESOLUTION COMMITTING LOCAL FUNDS FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING FOR THE LIES ROAD BIKE PATH PROJECT (SECTION NUMBER: 15-00061-00-BT)

WHEREAS, the Village of Carol Stream has determined that the construction of a bike path on Lies Road between Gary Avenue to Schmale Road will be beneficial for the residents of Carol Stream; and

WHEREAS, the Lies Road Bike Path project has received Federal and State funding through the FHWA (COVID) and Illinois Transportation Enhancements Program (ITEP); and

WHEREAS, the FHWA (COVID) and ITEP are federally funded programs processed through the Illinois Department of Transportation (IDOT), which require local agencies to enter into a "Joint Funding Agreement for State-Let Construction Work" (hereinafter "AGREEMENT") to utilize federal funding for Construction and Construction Engineering; and

WHEREAS, the Lies Road Bike Path project has been awarded \$509,220 in FHWA (COVID) funding and \$158,940 in ITEP funding for Construction and Construction Engineering; and

WHEREAS, in order to obligate FHWA (COVID) and ITEP funding, the Village of Carol Stream is required by IDOT to provide a local funding match for Construction and Construction Engineering; and

WHEREAS, the Village Board has determined that it is reasonable, necessary and desirable to enter into the AGREEMENT for Construction and Construction Engineering of the Lies Road Bike Path project.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Carol Stream that there is hereby appropriated the sum of one hundred and eighty thousand and eight hundred and forty (\$180,840), or as much may be necessary to complete the project, in local matching funds for Construction and Construction Engineering for the Lies Road Bike Path project.

Resolution No Page 2
BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to the advancement and completion of said project.
PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, 2022.
AYES:
NAYS:
ABSENT:
Frank Saverino, Sr., Mayor
ATTEST:
Julia Schwarze, Village Clerk



Joint Funding Agreement for State-Let Construction Work

LOCAL PUBLIC AGENCY

Villago of Carol Stroom	ocal Public Agency		ity		
age of Carol Stream		DuP	age	15-0006	1-00-BT
Fund Type	ITEP, SRTS, HSIP Number(s)		MPO Name	MPO TIP Nu	mber
ITEP, COVID	143063		CMAP 08-14-0022		2
Construction					
State Job Number Project Number					
C-91-409-15 DYD1(613)					
	nstruction Engineering		ailroad Work		
This Agreement is made and entered into be Illinois, acting by and through its Department improve the designated location as described behalf of the LPA and approved by the STA Highway Administration, hereinafter referred	nt of Transportation, hereinafter re ad below. The improvement shall TE using the STATE's policies a	eferred to as "\$ be consulted i	STATE" The STA n accordance with	TE and LPA jo plans prepare	ointly propose to ed by, or on
	LOCATION				
	Market Broken Ages	I was water		Stationing From	То
Local Street/Road Name	Key Route	Length 1.02 mi.		2.83	3.85
Lies Road	FAU 1375	1.02 1111,		2.03	3,03
Location Termini					
Gary Avenue to Schmale Road		i e ropes	Vol. I NESSES	-2725	A 111 45
Current Jurisdiction		N/A	Structure Number	er(s)	Add Location
Village of Carol Stream	PROJECT DESCR				Remove
Stream	g Lies Road between Gary	Avenue and	Schmale Roa	d in the Villa	ige of Carol
LOCAL PUBLIC AGEN By execution of this Agreement the LPA att	ICY APPROPRIATION - REC	QUIRED FOR	STATE LET CO	ONTRACTS by resolution or	
Stream	ICY APPROPRIATION - REC	QUIRED FOR	STATE LET CO	ONTRACTS by resolution or	
LOCAL PUBLIC AGEN By execution of this Agreement the LPA att fund the LPA share of project costs. A copy METHO	ICY APPROPRIATION - REC	QUIRED FOR been appropri ordinance is at	STATE LET CO ated or reserved b tached as an adde	ONTRACTS by resolution or	
LOCAL PUBLIC AGEN By execution of this Agreement the LPA att fund the LPA share of project costs. A copy	ICY APPROPRIATION - REC ests that sufficient moneys have of the authorizing resolution or c	QUIRED FOR been appropri ordinance is at	STATE LET CO ated or reserved b tached as an adde	ONTRACTS by resolution or	
LOCAL PUBLIC AGEN By execution of this Agreement the LPA att fund the LPA share of project costs. A copy METHO	ests that sufficient moneys have of the authorizing resolution or contract for this improvement, the lowest for the LPA's estimated obligation (including any nonparticipating)	DUIRED FOR been appropriordinance is attended et Contract) LPA will pay the contract unique in the contract of the con	e STATE LET CO ated or reserved be tached as an adde Work Only)	ONTRACTS by resolution or endum. hirty (30) calendat. The LPA will	ordinance to
By execution of this Agreement the LPA att fund the LPA share of project costs. A copy METHO Check One METHOD A - Lump Sum (80% of LPA Lump Sum Payment - Upon award of the cobilling, in lump sum, an amount equal to 80° STATE the remainder of the LPA's obligat	ests that sufficient moneys have of the authorizing resolution or contract for this improvement, the light of the LPA's estimated obligation (including any nonparticipating the based on final costs.	pulred For been appropriordinance is attended to the contract LPA will pay the continuous of the contract of	ated or reserved be tached as an adde work Only) The STATE within the der this agreement imp sum within this end of the STATE a specific to the agreement of the agreement of the agreement in the agreement in the agreement in the agreement in the state as the state as the agreement in the agree	DNTRACTS by resolution or endum. hirty (30) calend rty (30) calend rty (30) calend feach success cified amount or reement has be	dar days of ll pay to the ar days of billingive month.

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

THE LPA AGREES:

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

- modification of any Federal contract, grant, loan or cooperative agreement,
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly
- 16. To regulate parking and traffic in accordance with the approved project report.
- 17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

- 1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.
- 2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
- 3. To provide all initial funding and payments to the contractor for construction work let by the STATE. The LPA will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
- 4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by STATE inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

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

FISCAL RESPONSIBILITIES:

- 1. Reimbursement Requests: For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project,
- 2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA**'s and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

- 3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
- 4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.
- 5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.
 - Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
- 6. Single Audit Requirements: If the LPA expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the STATE (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a LPA's calculation of federal funds expended by the LPA for Single Audit purposes..
- 7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
- 8. Required Uniform Reporting: For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed In the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).
 - NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ ResourceLibrary.aspx)

ADDENDA

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

	18	Location Map
\boxtimes	2.	Division of Cost
	3.	Resolution*
X	4	GATA Reporting

^{*}Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

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

APPROVED

Local Public Agency	
Name of Official (Print or Type Name)	
Frank Saverino	
Title of Official	
Mayor	
Signature	Date
The above signature certifies the agency's TIN number is	
362510906 conducting business as a Governmental Entity.	
DUNS Number 051080190	
UEI W5CNM1ZKQMJ9	
APPROVED State of Illinois Department of Transportation Omer Osman, P.E., Secretary of Transportation	Date
By: George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets	Date
Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer	Date
Yangsu Kim, Chief Counsel	Date
Vicki Wilson, Chief Fiscal Officer	Date
NOTE: A resolution authorizing the local official (or their delegated required to be attached as an addendum. The resolution must be agreement. If BLR 09110 or BLR 09120 are used to appropriate authorization resolution. Please check this box to open a fillable Resolution Form within	

Location Map - Addendum 1

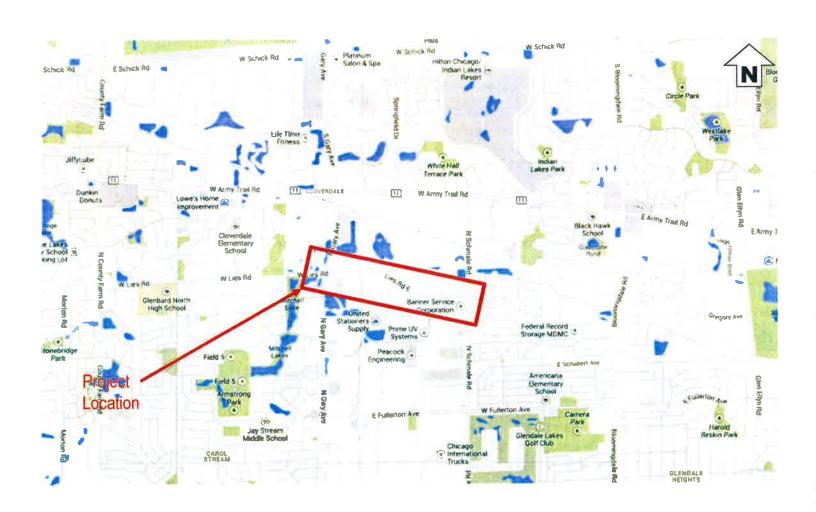


EXHIBIT A - Project Map

Lies Road Bikeway Gary Avenue to Schmale Road Village of Carol Stream

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Carol Stream	DuPage	15-00061-00-BT	C-91-409-15	DYD1(613)

DIVISION OF COST

	Federal Funds		State Funds			Local Public Agency				
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	COVID	\$509,220.00	(1)				Local	\$163,180.00	BAL	\$672,400.00
Participating Construction	ITEP	\$52,480.00	(2)	State Funds	\$6,560.00	(3)	Local	\$6,560.00	BAL	\$65,600.00
Construction Engineering	ITEP	\$88,800.00	(2)	State Funds	\$11,100.00	(3)	Local	\$11,100.00	BAL	\$111,000.00
										
	Total	\$650,500.00		Total	\$17,660.00		Total	\$180,840.00		\$849,000.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

- (1) Maximum FHWA (COVID) Participation 100% not to exceed \$509,220 to be used first
- (2) Maximum FHWA (ITEP) Participation 80% not to exceed \$141,280 (Construction Engineering portion 80% not to exceed \$88,800)
- (3) Maximum STATE participation 10% not to exceed \$17,660

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

Addenda 3

Village of Carol Stream

Location:

Lies Road

Section No.:

15-00061-00-BT

Project No.:

DYD1 (613)

Job No.:

C-91-409-15

DuPage County

RESOLUTION NO.

A RESOLUTION COMMITTING LOCAL FUNDS FOR CONSTRUCTION AND CONSTRUCTION ENGINEERING FOR THE LIES ROAD BIKE PATH PROJECT (SECTION NUMBER: 15-000-61-00-BT)

WHEREAS, the Village of Carol Stream has determined that the construction of a bike path on Lies Road between Gary Avenue to Schmale Road will be beneficial for the residents of Carol Stream; and

WHEREAS, the Lies Road Bike Path project has received Federal and State funding through the FHWA (COVID) and Illinois Transportation Enhancements Program (ITEP); and

WHEREAS, the FHWA (COVID) and ITEP are federally funded programs processed through the Illinois Department of Transportation (IDOT), which require local agencies to enter into a "Joint Funding Agreement for State-Let Construction Work" (hereinafter "AGREEMENT") to utilize federal funding for Construction and Construction Engineering; and

WHEREAS, the Lies Road Bike Path project has been awarded \$509,220 in FHWA (COVID) funding and \$158,940 in ITEP funding for Construction and Construction Engineering; and

WHEREAS, in order to obligate FHWA (COVID) and ITEP funding, the Village of Carol Stream is required by IDOT to provide a local funding match for Construction and Construction Engineering; and

WHEREAS, the Village Board has determined that it is reasonable, necessary and desirable to enter into the AGREEMENT for Construction and Construction Engineering of the Lies Road Bike Path project.

NOW THEREFORE, BE IT RESOLVED by the Village Board of the Village of Carol Stream that there is hereby appropriated the sum of one hundred and eighty thousand and eight hundred and forty (\$180,840), or as much may be necessary to complete the project, in local matching funds for Construction and Construction Engineering for the Lies Road Bike Path project.

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

PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, 2022.

Frank Sav	erino, Mayor	
ATTEST:	Village Clerk	

Addendum 4

Grant Accountability and Transparency Act (GATA)

Required Uniform Reporting

The Grant Accountability and Transparency Act (30 ILCS 708), requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab.

Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

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

Village of Carol Stream Interdepartmental Memorandum

TO:

Robert Mellor, Village Manager

FROM:

William N. Cleveland, Director of Engineering Services

DATE:

September 26, 2022

RE:

Local Public Agency Engineering Services Agreement - Lies Road

Bike Trail Extension from Gary Avenue to Schmale Road

In accordance with Illinois Department of Transportation policies and procedures for selecting consultants for federal funded projects using the Quality Based Selection (QBS) process, Engineering staff advertised for construction engineering services in the fall of 2021. The consultant was selected using a weighted project criteria evaluation by an established selection committee.

TranSystems Corporation was ranked highest and contract negotiation began with Village staff. TranSystems has also served as the construction engineer for the Lies Road, Kuhn Road and Fair Oaks Road bike trail projects. The amount of \$111,000 was agreed upon (\$101,901 TranSystems and \$9,099 sub consultant). The Village is responsible for \$11,100 (10%) of the \$111,000 and the remainder is funded by state and federal ITEP grants.

Engineering staff therefore recommends that the Local Public Agency Engineering Services Agreement for the Lies Road Bike Trail extension from Gary Avenue to Schmale Road with TranSystems Corporation be approved in the amount of \$111,000.00 and four (4) agreements be sent to IDOT for approval.

Cc:

Jon Batek, Finance Director

Adam Frederick, Assistant Village Engineer

Attachment

RESOLUTION	NO.
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A RESOLUTION AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT FOR FEDERAL PARTICIPATION WITH REGARD TO LIES ROAD BIKE TRAIL EXTENSION FROM GARY AVENUE TO SCHMALE ROAD

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Local Public Agency Engineering Services Agreement for Federal Participation with TranSystems Corporation in the amount of \$111,000.00 with regard to Lies Road Bike Path Extension from Gary Avenue to Schmale Road attached hereto as Exhibit "A", and by this reference incorporated herein.

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

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

<u>SECTION 2</u>: 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 3rd DAY OF OCTOBER, 2022.
	AYES:
	NAYS:
	ABSENT:
	Frank Saverino, Sr., Mayor
ATTEST:	

Julia Schwarze, Village Clerk



Local Public Agency Engineering Services Agreement

Using Federal Funds? [E	ederal CE			Agreement Typ Original	pe	
Using rederal rulids?	3 760 🗀 110 🗠	LOCAL F	PUBLIC AGENCY				
Local Public Agency		Cou	unty	Secti	on Number	Job	Number
/illage of Carol Stream		Du	Page	15-0	15-00061-00-BT		91-409-15
Project Number	Contact Name		Phone Number	Email			
DYD1(613)	Bill Cleveland		(630) 871-6220	bcle	veland@carols	stream	.org
		SECTIO	N PROVISIONS				
Local Street/Road Nam	•	Key R		Length	Structure I	Number	3
Lies Road	Е	9-137		1.02	N/A		
Location Termini							Add Location
Gary Ave to Schma Project Description Off-road bike path	on the north side	of Lies Road (inc	dustrial corridor) b	etwee	n Gary Avenue	e and S	Remove Locati Schmale Road
Gary Ave to Schma Project Description Off-road bike path This path will conn	on the north side	nue bike path an	dustrial corridor) bdd existing Schmal	etwee le Roa	n Gary Avenue d sidewalk.	e and S	
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Gary Ave to Schma Project Description Off-road bike path This path will conn- Engineering Funding Anticipated Construction	on the north side of ect into Gary Aver	AGRICOntact Name	d existing Schmal State ☐ Other ☐ State ☐ Other ☐ EEMENT FOR ☐ Phase ONSULTANT ☐ Phone Numb	e III - Co	onstruction Engine	eering	Schmale Road

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

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

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

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Regional Engineer

Transportation

Authorized representative of the LPA in immediate charge of the engineering details of the Resident Construction Supervisor

construction PROJECT

A full time LPA employee authorized to administer inherently governmental PROJECT activities In Responsible Charge Contractor

Company or Companies to which the construction contract was awarded

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT: EXHIBIT A: Scope of Services EXHIBIT B: Project Schedule EXHIBIT C: Qualification Based Selection (QBS) Checklist EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

AGREEMENT EXHIBITS

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
- 2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
- 4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
- 5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
- 6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
- 7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
- The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
- That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
- 10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
- 11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

- To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:

 (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement,
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 05C 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
- 2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
- 3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
- 4. To pay the ENGINEER:

- (a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

lethod of Compensation: ☐ Lump Sum
Specific Rate
☑ Cost plus Fixed Fee: Fixed
Total Compensation = DL + DC + OH + FF
Where:
DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

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

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

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

- In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.
 - If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
- 10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy to maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

- Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

	AGREEME	NT SUMMARY	
Prime Consultar	nt (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
TranSystems		43-0839725	\$101,901.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Interra, Inc.	36-4045796	\$9,099.00
	Subconsultant Total	\$9,099.00
	Prime Consultant Total	\$101,901.00
	Total for all work	\$111,000.00

AGREEMENT SIGNATURES

	Public Agency
Attest: The Village of Village	ge of Carol Stream
By (Signature & Date)	By (Signature & Date)
Local Public Agency Local Public Agency Type	Title
Village of Carol Stream Village Clerk	
(SEAL)	
Executed by the ENGINEER: Prime Consultant (Firm) Name	
Attest: TranSystems	
By (Signature & Date) Seugnet 9/26/2022 Title Vice President	By (Signature & Date) Juli Sight 9/26/2022 Title Principal

Prime Consultant (Firm) Name	County	Section Number
TranSystems	DuPage	15-00061-00-BT

EXHIBIT A SCOPE OF SERVICES

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

See attached Exhibit A - Scope of Services

EXHIBIT ASCOPE OF SERVICES

Lies Road Bike Path (Gary Avenue to Schmale Road) and Kuhn Road Bike Path (Lies Road to Army Trail Road Projects

CONSTRUCTION ENGINEERING PHASE III SERVICES

The engineering consultant for Phase III Construction Engineering shall perform Supervision, Inspection, and Testing for Construction Engineering as outlined in IDOT Bureau of Local Roads and Streets Manual and IDOT Construction Manual and prepare and submit all required reports and documentation associated with construction. All materials that are used for construction will be inspected and tested for compliance with the requirements of the IDOT Standard Specifications, the Project Procedures guide, and the project Special Provisions.

1. Pre-Construction Tasks:

- a. Attend a preconstruction conference with the contractor, Village, IDOT, DuDOT and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
- b. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- Review the construction schedule submitted by the contractor for compliance with the contract.
- d. Check and approve, or reject and request resubmittal of submittals made by the contractor for compliance with the contract documents.
- e. Verify all construction staking for principal components of the work.
- f. Assist the Village with public communications and resident newsletters in accordance with the Village's preferred method.

Construction Tasks:

- a. Keep an inspector's daily report book in IDOT's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
- b. Be present whenever the contractor is performing work on-site associated with the project.
- c. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. The consultant shall keep the Village informed of the progress of the work, and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
- d. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.

- e. The Consultant will extensively document (via photographs, video and written documentation) the contractors activities.
- f. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
- g. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
- h. Perform traffic control and erosion control checks.
- Prepare payment requisitions and change orders utilizing IDOT preferred forms. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village.
- j. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
- k. Conduct final inspection with the Village and prepare a final list of items to be corrected.
- I. Verify that all items on the final list have been corrected and make recommendations to the Village.
- m. Maintain a set of Record Drawings on which all changes are noted.

3. Post-Construction Tasks:

- a. Close out project within IDOT requirements after all construction is completed.
- b. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.
- c. Collect as-built horizontal and vertical information using a GPS device and prepare final Record Drawings.
- d. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
- e. Compile and submit final documentation.
- f. Pursue and complete final close-out.

In addition to the Scope of Services listed above taken from the Statement of Qualifications, TranSystems will also provide the following services to further enhance our delivery of the projects to the Village ensuring high-quality projects, completed on time, within budget, and with minimal disruption to adjacent residents and businesses:

- 1. Coordination of Contracts
- 2. Maintenance of Traffic (Vehicular and Pedestrian)
- Documentation and Software Tools (HeadLight™ / BlueBeam)
- 4. Outreach Strategy and Communication Plan

1. Coordination of Contracts

We understand the importance of completing both of the contracts within the Village in a coordinated fashion. Our approach will be flexible to whether we have one contractor on both projects or two separate contractors working independently. We are prepared to provide a second inspector if the two contracts are being run separately. In addition, the RE will oversee all work assisting inspection efforts where needed.

We will take the following actions to ensure the project schedule is met for each of the contracts:

- ▶ Utilities have a great propensity to cause delays and increase costs. TranSystems will continue the coordination that began in design so that their work is completed without negatively impacting our schedule. We will work hand-in-hand with utility companies while they relocate facilities, to ensure that utilities requiring relocation are placed in the proper location the first time. We will review their schedules, track their progress, and anticipate potential future conflicts.
- ► The proposed path on Kuhn Road crosses the Canadian National Railroad. Close coordination with the railroad will be required to keep the railroad progressing to complete their work in a timely manner.
- ▶ ADA requirements will need to be adhered to for the dozens of sidewalk ramps throughout both project limits. The designs will be reviewed in the field with the contractor. Our Team has previous experience in the field designing and constructing ADA ramps in urban settings including the City of Chicago and the City of Elmhurst.
- ▶ Request the Regulated Substances Pre-Construction Plan from the contractor as soon as possible following Notice to Proceed. This will avoid potential delays at any identified special waste locations.
- ➤ Constant monitoring of the contractor's schedule by the Resident Engineer. If there is a lapse in the progression of work, the contractor will be required to submit a recovery plan.

2. Maintenance of Traffic

Maintenance of Traffic considers all of the requirements to assure the safe and efficient movement of people, goods and services through and around the project while minimizing the negative impacts to residents, businesses, patrons, and commuters. We understand the importance of meeting contract deadlines and ensuring the Contractor is performing work in accordance with the approved progress schedule. Of utmost importance is establishing safe and effective traffic control that will achieve completion within the time allowed in the contract with minimal disruption to the public.

Constant monitoring of the contractor's traffic control will result in a safer project site. We will inspect the traffic control before, during and after the contractor's daily activities to ensure it is compliant with the plans and specifications. Additionally, he will assess if the traffic control in place is properly and safely guiding vehicles, customers, and pedestrians through the work zone. Any deficiencies will be brought to the contractor's attention for immediate corrective action.

Another element of maintaining a safe project is a clean worksite, free of debris. An improperly kept work site is unsightly, unsafe and is not representative of the Village. Our Resident Engineer will demand this and point out any shortcomings that require immediate attention by the contractor during execution of the project.

Improperly staged equipment and materials within the work zone are dangerous to the motoring public. Our Resident Engineer will work with the contractor to identify an equipment and material staging area prior to work beginning that does not obstruct ingress and egress to the roadway, nor block sightlines and the visibility of businesses.

3. DOCUMENTATION AND SOFTWARE TOOLS

Documentation of the construction process is very important as it provides the record of events, quantifies completed work, provides justification for payouts to the contractor, records any contract modifications, records compliance or non-compliance of work with the contract documents, and provides a record of important decisions made concerning the work of the contract.

Our Team fully understands the IDOT documentation policies and procedures. We will assist the Village in processing all required paperwork. The Resident Engineer will perform documentation in accordance with the items indicated in the IDOT Construction Manual. He will also monitor the site for any deficiencies and will work with the Contractor to rectify deficiencies immediately. Our experience has shown that when the above-described items are done in a timely manner, successful completion and closeout of the project is achieved.

QUALITY CONTROL/QUALITY ASSURANCE

The observation/ inspection of this work will be done in accordance with the Contract Documents and the practices established by IDOT in their Construction Manuals. TranSystems will also follow our own construction manual to further enhance the observation and documentation quality. The TranSystems' construction manual is divided in multiple sections covering the following topics:

- Construction Practices and Guidelines
- Documentation Manual
- Quality Control/Quality Assurance Plan

The Plan is based on the premise that TranSystems is an official representative of the Village on the construction site. TranSystems is responsible for the enforcement of project specifications, verification of the quality and quantity of materials used, construction layout verification, and documentation.

SOFTWARE TOOLS

TranSystems takes great pride in our construction documentation skills and knowledge of IDOT's new CMMS system which replaces ICORS. In addition, we use state-of-the-art technology with the software HeadLight™ by Pavia Systems. Our resident engineer, staff, and subconsultants are trained in using the documentation software. To better communicate the status of the construction to the Village staff and elected officials, our team will be equipped (at no additional cost to the Village, since we own this software) with iPads and the HeadLight™ software. This allows our inspectors to:

- Document contractor daily activities such as equipment, workers, and work completed
- ▶ Take project photos and videos with geo references and time stamps
- Upload certifications and tickets at the construction site
- ▶ Utilize iPads to complete required project documentation such as Inspector Daily Reports while maintaining a presence on the job site
- Maintain records electronically and print them out at the end of the job or when required

- ▶ Allow for sharing of real-time information with Village staff and other project stakeholders
- Provide easy and fast search of project records

Ultimately, this allows inspectors more time in the field versus spending time in the field office preparing field documentation reports.

Another program used by TranSystems is Bluebeam Revu. This allows field staff to always have the most current set of project plans and specifications with them. Other benefits of using Bluebeam include the ability of field staff to markup the drawings in the field and pull dimensions directly from the drawings for verification and layout.

4. PUBLIC OUTREACH AND COMMUNICATION PLAN

The success of this project will be measured by how it is received and perceived by the stakeholders. The stakeholders each have their own perspective and needs and each will be impacted by the project in a different way. The stakeholders on these two projects are the adjacent businesses and residences along the project limits.

Public outreach is about keeping the stakeholders informed, understanding their operational needs and ensuring that all concerns are addressed in a timely fashion. We will work with adjacent businesses to schedule construction around their critical business needs, whether that be maintaining access for customers and for deliveries or scheduling a water outage during closed hours. We will communicate directly with residents who are impacted by the construction. We will keep them informed so that there aren't any surprises. We've found that taking the time to update residents of upcoming activities keeps the complaints to a minimum. We can provide weekly updates for the Village's website or provide photos and updates for a newsletter. We have successfully accommodated the needs of these types of stakeholders on past projects without impacting the construction schedule. The TranSystems Team is committed to providing this same level of effort for this project.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	
Village of Carol Stream	TranSystems	DuPage	15-00061-00-BT	
	EXHIBIT B PROJECT SCHEDULE			
See attached Exhibit B				

EXHIBIT B

Lies Road (Gary to Schmale) Bike Path Village of Carol Stream

TranSystems
Projected Monthly Manpower Schedule

Month Number		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	72	23	24	25	26	To Ho
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Vehicle Costs TranSystems		\$65.00				Day		Days																				

Local Public Agency		Prime Consultant (Firm) Name	ounty		Section Number				
Vill	age of Carol Stream	TranSystems)uPage		15-0	0006	1-00-BT		
		Exhibit C Qualification Based Selection (QBS) Ch							
Und fund Iten	ler the threshold, QBS requirements of ds being used, federal small purchase Form Not Applicable (engineering se	rvices less than the threshold) leral funds and QBS process is applicable.	lly. If the	value is under th	e thre	eshold nen	be followed. I with federal		
	D- the written OPS policing and prop	edures discuss the initial administration (proc	urement	management	No				
1	and administration) concerning engin	eering and design related consultant services	i?	management					
2	Do the written QBS policies and proc specifically Section 5-5.06 (e) of the I	edures follow the requirements as outlined in BLRS Manual?	Section	5-5 and					
3	Was the scope of services for this pro	pject clearly defined?							
4	Was public notice given for this proje	ct?			Ш				
5	5 Do the written QBS policies and procedures cover conflicts of interest?								
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?								
7	Do the written QBS policies and proc	edures discuss the methods of evaluation?				\boxtimes			
		Project Criteria		Weighting					
	Technical Approach			2	20%				
	Similar Project Experience			1	0%				
	Project Team/Staff Capabilit	ties		2	:0%				
	Specialized Expertise			2	20%				
	Workload Capacity			1	0%				
	Past Performance			1	0%				
	Local Presence				5%				
Participation of Qualified Disadvantaged Business Enterpris		sadvantaged Business Enterprise (DE	3E)		5%				
8 Do the written QBS policies and procedures discuss the method of selection?			П						
	ection committee (titles) for this project								
$\overline{}$		illage Engineer, Engineering Technici	ian						
	Top three	consultants ranked for this project in order							
	1 TranSystems Corporation								
	2 Thomas Engineering Group								
	3 Engineering Resources As								
9	100.00	g for this project developed in-house prior to d		regotiation?	片				
10	Were negotiations for this project per Were acceptable costs for this project	formed in accordance with federal requirement verified?	1115.		H				
11		edures cover review and approving for payme	ent hefo	re forwarding					
12	the request for reimbursement to IDC	or further review and approval?	, 50101	_ 1011701011Ig					

Local Public Agency	Prime Consultant (Firm) Name	Prime Consultant (Firm) Name County					
Village of Carol Stream	TranSystems	anSystems DuPage					
Do the written QBS policie (monitoring, evaluation, clobreaches to a contract, and							
14 QBS according to State re	14 QBS according to State requirements used?						
15 Existing relationship used							
16 LPA is a home rule commi							



Section Number County Local Public Agency DuPage 15-00061-00-BT Village of Carol Stream Prepared By Date Prime Consultant (Firm) Name Lou Beugnet 8/8/2022 TranSystems **Job Number** Consultant / Subconsultant Name C-91-409-15 TranSystems

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	6 MONTHS	OVERHEAD RATE	126.06%
START DATE	3/31/2023	COMPLEXITY FACTOR	
RAISE DATE	4/1/2023	% OF RAISE	2.00%
FND DATE	9/29/2023		

ESCALATION PER YEAR

				% of
Year	First Date	Last Date	Months	Contract
0	3/31/2023	4/1/2023	0	0.00%
1	4/2/2023	10/1/2023	6	102.00%

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultan	nt Name	Job Number
TranSystems	C-91-409-15	

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.00%

	IDOT	
CLASSIFICATION	PAYROLL RATES	CALCULATED RATE
	ON FILE	
Engineer 5 (E5)	\$78.00	\$78.00
Engineer 4 (E4)	\$77.21	\$78.00
Engineer 3 (E3)	\$65.29	\$66.60
Engineer 2 (E2)	\$47.59	\$48.54
Engineer 1 (E1)	\$35.73	\$36.45
Planner 5 (P5)	\$78.00	\$78.00
Planner 4 (P4)	\$66.91	\$68.25
Planner 3 (P3)	\$45.33	\$46.24
Architect 4 (AR4)	\$75.25	\$76.76
Architect 3 (AR3)	\$53.07	\$54.13
Architect 2 (AR2)	\$43.14	\$44.00
Architect 1 (AR1)	\$36.74	\$37.47
Environmental Scientist 4 (SC4)	\$78.00	\$78.00
Industry Specialist 3 (IS3)	\$58.35	\$59.52
Construction Services 4 (CS4)	\$54.28	\$55.36
Construction Services 3 (CS3)	\$56.74	\$57.87
Construction Services 2 (CS2)	\$32.10	\$32.74
Technician 3 (T3)	\$38.02	\$38.78
Technician I (T1)	\$19.34	\$19.73
Administrative 3 (A3)	\$54.60	\$55.69
Administrative 2 (A2)	\$36.12	\$36.85
Administrative 1 (A1)	\$26.14	\$26.66

Local Public	Agency
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Village of Carol Stream

TranSystems

Consultant / Subconsultant Name

County

DuPage

Section Number

15-00061-00-BT

Job Number C-91-409-15

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
_odging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
odging Taxes and Fees	Actual Cost			\$0.00
per GOVERNOR'S TRAVEL CONTROL BOARD) Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
/ehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	42.5	\$65.00	\$2,762.50
/ehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0,00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Felephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Franscriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	T. 118, 2 - 5 - 1		\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00 DLR 05514 (Rev. 05
d 8/8/2022 8:29 PM		TOTAL DIRE	ECT COSTS:	\$2,7629.50ECT

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultant Name	: 	Job Number
TranSystems		C-91-409-15

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 126.06% COMPLEXITY FACTOR	COMPLEXITY FACTOR 0
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TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Administration	11	652	822	\$2,762.50	215		4,452	4.01%
Construction Inspection	500	26,037	32,823		8,592		67,452	60.77%
Project Closeout	190	11,579	14,597		3,821		29,997	27.02%
Material Inspection (Interra)						9,099	9,099	8.20%
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Subconsultant DL		•			0			
TOTALS	701	38,268	48,242	2,763	12,628	9,099	111,000	100.00%

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultant Name	 :	Job Number
TranSystems		C-91-409-15

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL	AVG	TOTAL PRO	J. RATES		Projec	t Administ	ration	Constr	uction Ins	pection	Pr	oject Clos	eout	Material	Material Inspection (Interra)				
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
Engineer 5 (E5)	78.00	0.0																	
Engineer 4 (E4)	78.00	146,0	20.83%	16.25	6	54.55%	42.55	60	12,00%	9.36	80	42.11%	32,84						
Engineer 3 (E3)	66.60	0,0																	
Engineer 2 (E2)	48.54	550,0	78.46%	38.08				440	88.00%	42.71	110	57.89%	28.10						
Engineer 1 (E1)	36,45	0.0																	
Planner 5 (P5)	78.00	0,0																	
Planner 4 (P4)	68.25	0.0																	
Planner 3 (P3)	46.24	0.0																	
Architect 4 (AR4)	76.76	0.0																	
Architect 3 (AR3)	54.13	0,0															3 1		
Architect 2 (AR2)	44.00	0,0																	
Architect 1 (AR1)	37,47	0.0																	
Environmental Scientist 4 (78.00	0.0																	
Industry Specialist 3 (IS3)	59.52	0.0																	
Construction Services 4 (C	55.36	0.0						- V						100					
Construction Services 3 (C	57.87	0.0															100		
Construction Services 2 (C	32.74	0.0																	
Technician 3 (T3)	38.78	0.0			EEE														
Technician I (T1)	19.73	0.0																	
Administrative 3 (A3)	55.69	0.0																	
Administrative 2 (A2)	36.85	5.0	0.71%	0.26	5	45.45%	16.75												
Administrative 1 (A1)	26.66	0.0																	
		0.0																	
		0.0																	
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		0.0																	
TOTALS		701.0	100%	\$54.59	11.0	100.00%	\$59.29	500.0	100%	\$52.07	190.0	100%	\$60.94	0.0	0%	\$0.00	0.0	0%	\$0.00



COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

County **Section Number Local Public Agency** 15-00061-00-BT Village of Carol Stream DuPage Prepared By Date Prime Consultant (Firm) Name 9/20/2022 Anshuman Balekai TranSystems Corp Consultant / Subconsultant Name Job Number C-91-409-15 Interra, Inc.

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM START DATE RAISE DATE	3/31/2023	MONTHS	COMPLEXITY	EAD RATE (FACTOR OF RAISE	144.85% 0 2.00%
END DATE	9/29/2023				

ESCALATION PER YEAR

				% of
Year	First Date	Last Date	Months	Contract
0	3/31/2023	4/1/2023	0	0.00%
1	4/2/2023	10/1/2023	6	102.00%

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultant Name		Job Number
Interra, Inc.		C-91-409-15

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	2.00%

	IDOT	
CLASSIFICATION	PAYROLL RATES	CALCULATED RATE
	ON FILE	
Staff Engineer	\$34.43	\$35.12
Sr. Materials Technician	\$49.72	\$50.71
Project Manager	\$68.41	\$69.78
Project Manager Administrative Assistant	\$24.13	\$24.6
Principal Engineer	\$77.00	\$78.00

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultant Name		Job Number
Interra, Inc.		C-91-409-15

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

0.00 0.00 Total

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Loca	l Pub	lic A	gency
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Village of Carol Stream

Interra, Inc.

Consultant / Subconsultant Name

County DuPage

Section Number 15-00061-00-BT

Job Number

C-91-409-15

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging	Actual Cost (Up to state rate maximum)			\$0.00
(per GOVERNOR'S TRAVEL CONTROL BOARD) Lodging Taxes and Fees	Actual Cost			\$0.00
(per GOVERNOR'S TRAVEL CONTROL BOARD)	Coach rate, actual cost, requires minimum two weeks'			\$0.00
Air Fare Vehicle Mileage	notice, with prior IDOT approval	 		
(per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	4	\$65.00	\$260.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost	HE TAN		\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	1	\$1,748.00	\$1,748.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
			EL	R 055150(76v. 05/2 DIRECT C
nted 9/20/2022 11:40 AM ge 4 of 13	I.	TOTAL DIRE		\$2,008.00

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultant Name		Job Number
Interra, Inc.		C-91-409-15

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE	144.85%	COMPLEXITY FACTOR	(
OTEITHE TOTTE	141.0070		

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND
Quality Assurance Testing	50	2,552	3,697	\$2,008.00	842		9,099	100.00%
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Subconsultant DL					0			
TOTALS	50	2,552	3,697	2,008	842	-	9,099	100.009

Local Public Agency	County	Section Number
Village of Carol Stream	DuPage	15-00061-00-BT
Consultant / Subconsultant Name		Job Number
Interra, Inc.		C-91-409-15

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL	AVG	TOTAL PRO	J. RATES		Quality	Assurance								L					
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Staff Engineer	35.12	4.0	8.00%	2.81	4	8.00%	2.81												
ir. Materials Technician	50.71	38.0	76.00%	38.54	38	76.00%	38.54												
roject Manager	69.78	4.0	8.00%	5.58	4	8.00%	5.58												
dministrative Assistant	24.61	2.0	4.00%	0.98	2	4.00%	0.98												
rincipal Engineer	78.00	2.0	4.00%	3.12	2	4.00%	3.12												
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TOTALS		50.0	100%	\$51.04	50.0	100.00%	\$51.04	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Interra Direct Costs Breakdown Lies Rd Bike Path Village of Carol Stream Section No: 15-00061-00-BT

ITEM	QUANTITY	UNIT RATE	TOTAL
Vehicle Owned or Leased	4	\$65.00	\$260.00
Concrete Cylinder Compressite Strength	16	\$24.00	\$384.00
HMA Air Voids	1	\$555.00	\$555.00
HMA Extraction & Washed Gradation	1	\$317.00	\$317.00
Core Density & Thickness, Single Core	6	\$82.00	\$492.00
Total			\$2,008.00

Village of Carol Stream

Interdepartmental Memo

TO:

Robert Mellor, Village Manager

FROM:

Adam Frederick, Assistant Village Engineer

September 27, 2000

DATE:

September 27, 2022

RE:

Fair Oaks Guardrail and Culvert Replacement Project Award of

Contract, Section 21-00066-00-MS

On Wednesday, September 21st at 10:00 AM bids were opened for the referenced project and read aloud. The following is a summary of the bids as read:

Contractor	Bid Amount
Engineer's Estimate	\$553,015.60
Alliance Contractors, Inc.	\$452,315.31
Lorig Construction Co	\$496,018.10
Herlihy Mid-Continent Company	\$534,529.90
Copenhaver Construction, Inc.	\$597,360.10
Martam Construction, Inc.	\$598,325.00
A Lamp Concrete Contractors, Inc.	\$799,926.00

The FY23 budget has \$494,000.00 budgeted for construction. The low bid is \$41,684.69 under the budget. Funding for this project comes from the Rebuild Illinois Bond fund.

The low bid from Alliance Contractors, Inc. is \$41,684.69 (8.4%) under the budget. Alliance Contractors has completed projects successfully for the Village in the past. Engineering staff therefore recommends the Fair Oaks Guardrail and Culvert Replacement Project be awarded to Alliance Contractors, Inc. at the bid unit prices proposed.

Once four copies of the contract are signed, the Engineering Services Department will forward all required documents to the Illinois Department of Transportation Bureau of Local Roads and Streets for approval.

Attachments: **Bid Tabulation**

cc:

Bill Cleveland, Director of Engineering Services

Jon Batek, Finance Director

Jesse Bahraini, Engineering Inspector

Jonathan Pawlowski, Engineering Technician Jimmy D'Angelo, Engineering Technician



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ILLINOIS DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY FORMAL CONTRACT FAIR OAKS GUARDRAIL AND CULVERT REPLACEMENT PROJECT SECTION 21-00066-00-MS

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Illinois Department of Transportation Local Public Agency Formal Contract regarding the Fair Oaks Guardrail and Culvert Replacement Project – Section 21-00066-00-MS 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:

<u>SECTION 1</u>: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Illinois Department of Transportation Local Public Agency Formal Contract in the appropriate form.

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

repealed.	of this resolution are, to the chieff of pater commen, emp
	PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, 2022.
	AYES:
	NAYS:
	ABSENT:
	Frank Saverino, Sr., Mayor
ATTEST:	
Iulia Schw	arze Village Clerk

Fair Oaks Road Guardrail and Culvert Replacement Project (#8284354) Owner: Carol Stream IL, Village of Solicitor: Carol Stream IL, Village of 09/21/2022 10:00 AM CDT

				Engineer Estin	iate	Alliance Contract	ors Inc.	Lorig Construction	n Co	Herlihy Mid-Contin	nent Company	Copenhaver Cons	truction, Inc.	Martam Construc	tion, Inc.	A Lamp Concrete Co	
Section Title Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price		Unit Price	Extension	Unit Price	Extension	Unit Price E	xtension
Base Bid					\$553,015.60		\$452,315.31		\$496,018.10		\$534,529.90		\$597,360.10		\$598,325.00	440.00	\$799,926.00
	1 TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	2		\$1,260.00	\$80.00	\$1,680.00	\$80.00	\$1,680.00	\$74.00		\$27.00	\$567.00	\$90.00 \$120.00	\$1,890.00 \$2,160.00	\$40.00 \$60.00	\$840.00 \$1,080.00
	2 TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	1		\$1,350.00	\$80,00	\$1,440.00	\$80.00	\$1,440.00	\$76.00		\$38.00 \$45.00	\$684.00 \$1,575.00	\$62.00	\$2,170.00	\$90.00	\$3,150.00
	3 EARTH EXCAVATION	CU YD	3		\$2,800.00	\$10.00	\$350.00	\$80.00	\$2,800.00 \$5,600.00	\$92.50 \$42.00		\$35.00	\$2,450.00	\$62.00	\$4,340.00	\$73.00	\$5,110.00
	4 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	7		\$5,600.00	\$15.00	\$1,050.00 \$83.00	\$80.00 \$70.00	\$5,800.00	\$28.75		\$15.00	\$1,245.00	\$44.00	\$3,652.00	\$47.00	\$3,901.00
	5 FURNISHED EXCAVATION	CU YD	8		\$7,470,00 \$7,725,00	\$1.00 \$65.00	\$6,695.00	\$80.00	\$8,240.00	\$79.00	16	\$42.00	\$4,326.00		\$5,253.00	\$58.00	\$5,974.00
	6 TRENCH BACKFILL	CU YD	10		\$2,700.00	\$48.00	\$1,728.00	\$175.00	\$6,300.00	\$80.00	100	\$49.00	\$1,764.00	\$55.00	\$1,980.00		\$4,032,00
	7 POROUS GRANULAR BACKFILL	CU YD SQ YD	42		\$5,136.00	\$6.50	\$2,782.00		\$42.80	\$6.50		\$6.00	\$2,568.00		\$428.00	\$8.00	\$3,424.00
	8 TOPSOIL FURNISH AND PLACE, 6"	ACRE	0.		\$1,000.00	\$10,950.00	\$1,095.00	\$92,000.00	\$9,200.00	\$10,950.00		\$10,000.00	\$1,000.00		\$11,000.00	\$20,600.00	\$2,060.00
	9 SEEDING, CLASS 2A	POUND		. ,	\$45.00	\$4.00	\$36.00	\$1.00	\$9.00	\$4.00		\$1.00	\$9.00	\$1,00	\$9.00	\$1.00	\$9.00
	10 NITROGEN FERTILIZER NUTRIENT 11 POTASSIUM FERTILIZER NUTRIENT	POUND		-	\$45.00	\$4.00	\$36.00	\$1,00	\$9.00	\$4.00	\$36.00	\$1.00	\$9.00	\$1,00	\$9.00	\$1.00	\$9.00
	12 EROSION CONTROL BLANKET	SQ YD	40		\$2,436.00	\$6.50	\$2,639.00	\$2,00	\$812.00	\$6.50	\$2,639,00	\$4.00	\$1,624.00	\$2.50	\$1,015.00	\$5.00	\$2,030.00
	13 HEAVY DUTY EROSION CONTROL BLANKET	SQ YD	2		\$176.00	\$20,00	\$440.00		\$330.00	\$20.00	\$440.00	\$10.00	\$220.00	\$20.00	\$440.00	\$20.00	\$440.00
	14 TEMPORARY EROSION CONTROL SEEDING	POUND	1			\$15.00	\$150.00	\$10.00	\$100.00	\$15.00	\$150.00	\$0.01	\$0.10	\$12.00	\$120.00	\$1.00	\$10.00
	15 TEMPORARY DITCH CHECKS	FOOT	2		\$432.00	\$15.00	\$360.00	\$21.00	\$504.00	\$15.00	\$360.00	\$20.00	\$480.00	\$30.00	\$720.00	\$52.00	\$1,248.00
	16 PERIMETER EROSION BARRIER	FOOT	42	5 \$5.00	\$2,125.00	\$6,75	\$2,868.75	\$7.00	\$2,975.00	\$6,75	\$2,868.75	\$8.00	\$3,400.00		\$4,675.00	\$14.50	\$6,162.50
	17 TEMPORARY EROSION CONTROL BLANKET	SQ YD	42	8 \$4.00	\$1,712.00	\$1,00	\$428.00	\$2.00	\$856.00	\$1.00		\$1.00	\$428.00	•	\$1,070.00		\$428.00
	18 STONE RIPRAP, CLASS A4	SQ YD	1	4 \$200.00	\$2,800.00	\$70.00	\$980.00	\$150.00	\$2,100.00			\$195.00	\$2,730.00		\$2,324.00		\$1,610.00
	19 FILTER FABRIC	SQ YD	1	4 \$30.00	\$420.00	\$1.00	\$14.00		\$126.00			\$15.00	\$210.00		\$70,00		\$28.00
	20 AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	7	2 \$40,00	\$2,880.00	\$24.00	\$1,728.00		\$3,240.00			\$39.00	\$2,808.00		\$2,376.00		\$1,908.00
	21 SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	27	3 \$20.00		\$12.00	\$3,276.00		\$6,279.00			\$15.00	\$4,095.00	\$18,00	\$4,914.00		\$6,006.00
	22 HOT-MIX ASPHALT REPLACEMENT OVER PATCHES	TON	1			\$189.00	\$1,890.00		\$2,900.00			\$220.00	\$2,200.00		\$4,110.00		\$2,250.00 \$1,950.00
	23 HOT-MIX ASPHALT REMOVAL OVER PATCHES, 2 1/4"	SQ YD	7			\$25.00	\$1,875.00		\$7,125.00			\$55.00	\$4,125.00	\$48,00 \$144.00	\$3,600.00 \$10,368.00		\$8,352.00
	24 CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	7			\$126.75	\$9,126,00		\$13,680.00			\$150.00 \$30.00	\$10,800.00 \$3,750.00		\$4,750.00		\$3,500.00
	25 AGGREGATE SHOULDERS, TYPE B 8"	SQ YD	12			\$35.00	\$4,375.00		\$4,500.00 \$27,280.00			\$83.00	\$3,750.00	\$126.00	\$31,248.00		\$20,832.00
	26 HOT-MIX ASPHALT SHOULDERS, 8"	SQ YD	24			\$94.75	\$23,498.00 \$5,000.00		\$27,280.00			\$15,000.00	\$15,000.00		\$6,500.00		\$2,700.00
	27 CONCRETE HEADWALL REMOVAL	EA		1 \$4,000.00 2 \$40.00		\$5,000.00 \$25.00	\$4,300.00		\$12,900.00			\$55.00	\$9,460.00		\$4,816,00		\$172.00
	28 PIPE CULVERT REMOVAL	FOOT	17 14				\$2,205.00		\$11,025.00			\$51.00	\$7,497.00		\$9,702.00		\$12,348.00
	29 STRUCTURE EXCAVATION	CU YD		7 \$50.00 0 \$2,026.67			\$70,500.00		\$60,000.00			\$1,700.00	\$51,000.00		\$64,800.00		\$120,000.00
	30 CONCRETE STRUCTURES	CU YD L SUM		1 \$13,000.00			\$17,875.00		\$18,000.00			\$38,000.00	\$38,000.00		\$18,000,00		\$40,000.00
	31 FURNISHING AND ERECTING STRUCTURAL STEEL	EACH		0 \$65.00		\$50.00	\$2,000.00		\$1,280.00			\$60.00	\$2,400.00		\$4,800.00	\$51.00	\$2,040.00
	32 STUD SHEAR CONNECTORS 33 REINFORCEMENT BARS, EPOXY COATED	POUND	475			\$4.45	\$21,137.50		\$19,000.00			\$4.00	\$19,000.00		\$16,625.00	\$4.50	\$21,375.00
	34 PERMANENT SHEET PILING	SQ FT	200			,	\$96,548.25		\$68,034.00		\$80,040.00	\$61.00	\$122,061.00	\$77.00	\$154,077.00	\$117.00	\$234,117.00
	35 TEMPORARY SOIL RETENTION SYSTEM	SQ FT	26				\$265.00		\$265.00	\$25.00	\$6,625.00	\$75.00	\$19,875.00	\$73.00	\$19,345.00	\$230.00	\$60,950.00
	36 PRECAST REINFORCED CONCRETE FLARED END SECTIONS 48"	EACH		1 \$3,000.00			\$6,000.00	\$6,000.00	\$6,000.00	\$5,955.00	\$5,955.00	\$4,600.00	\$4,600.00	\$4,960,00	\$4,960.00	\$10,000.00	\$10,000.00
	37 PIPE CULVERTS, CLASS A, TYPE 1 48"	FOOT	Į	1 \$250.00	\$20,250.00	\$300.00	\$24,300.00	\$240.00	\$19,440.00	\$342.00	\$27,702.00	\$235,00	\$19,035.00		\$21,546.00		\$34,425.00
	38 PIPE CULVERTS, CLASS A, TYPE 2 36"	FOOT	9	0 \$200.00	\$18,000.00	\$255.00	\$22,950.00	\$175.00	\$15,750.00	\$275.00	\$24,750.00	\$185.00	\$16,650.00	\$248.00	\$22,320.00		\$35,100.00
	39 CONCRETE SEALER	SQ FT	58	7 \$3.00	\$1,761.00	\$3.25	\$1,907.75	\$0.90	\$528.30	\$2.00		\$3.00	\$1,761.00		\$2,935.00		\$1,761.00
	40 STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	10	6 \$45.00	\$7,470.00	\$33.15	\$5,502.90	\$35,00	\$5,810.00				\$6,640.00		\$6,640.00	•	\$6,391.00
	41 STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT POSTS	FOOT	17	9 \$50.00	\$6,450.00		\$5,843.70		\$5,547.00			\$50.00	\$6,450.00		\$6,450.00		\$6,127.50
	42 LONG-SPAN GUARDRAIL OVER CULVERT, 12 FT 6 IN SPAN	FOOT	1	3 \$90.00			\$648.70		\$780.00	•		\$75.00	\$975.00		\$923.00		\$858.00
	43 TRAFFIC BARRIER TERMINAL, TYPE 2	EACH		2 \$3,500.00			\$2,420,00		\$4,000.00				\$4,800.00		\$4,800.00		\$4,400.00 \$3,850.00
	44 TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH		1 \$5,000.00					\$3,500.00				\$4,200.00		\$4,000.00		\$3,850.00
	45 TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) FLARED	EACH		1 \$5,000.00					\$3,500.00				\$4,200.00		\$4,000.00		\$1,764.00
	46 GUARDRAIL REMOVAL	FOOT	3:				\$2,148.16		\$1,568.00			\$5.00	\$1,960.00 \$45,000.00		\$1,960.00 \$30,000.00		\$47,500.00
	47 MOBILIZATION	L SUM		1 \$27,000.00					\$25,000.00			\$45,000.00 \$71,000.00	\$71,000.00		\$35,000.00		\$8,000.00
	48 TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM		1 \$25,000.00			\$19,000.00 \$60.00		\$44,000.00 \$120.00				\$144.00		\$144.00		\$132.00
	49 TERMINAL MARKER - DIRECT APPLIED	EACH	40	4 \$60.00			\$7,479.60		\$7,588.00			\$4.00	\$4,336.00		\$5,420.00		\$8,130.00
	50 THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	10	4 \$5.00 7 \$25.00			\$7,479.60		\$7,588.00				\$105.00				\$77.00
	51 GUARDRAIL REFLECTORS, TYPE A	EACH		/ \$25.00 5 \$600.00			,		\$7,500.00			\$500.00	\$7,500.00				\$12,375.00
	52 WEEP HOLES CORED	EACH EACH		1 \$5,000.00	. ,		, ,	,	\$5,000.00				\$2,000.00		\$3,600.00		\$1,400.00
	53 TEMPORARY SEDIMENT BASIN	SQ YD		\$5,000.00		-	\$2,125.00		\$3,400.00				\$1,700.00		, ,		\$850.00
	54 REMOVE EXISTING RIPRAP	SQ YD		9 \$75.00	. ,		. ,		\$2,175.00				\$5,800.00		\$3,364.00		\$6,090.00
	55 TURBIDITY CURTAIN	LSUM		1 \$5,000.00					\$14,000.00				\$17,000.00	\$9,000.00	\$9,000.00	\$2,500.00	\$2,500.00
	56 CONSTRUCTION LAYOUT 57 DETOUR SIGNING	LSUM		1 \$20,000.00					\$10,000.00		\$30,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$23,000.00	\$23,000.00
	58 TEMPORARY INFORMATION SIGNING	sa FT		52 \$25.00					\$1,300.00			\$30.00	\$1,560.00	\$13.00	\$676.00	\$25.00	\$1,300.00
Base Bid Total:	of the figure and distribution and the				\$553,015.60		\$452,315.31		\$496,018.10		\$534,529.90		\$597,360.10		\$598,325.00		\$799,926.00
Jese Dio (Jule).																	

RESOLUTION NO. ____

A RESOLUTION ACCEPTING A PLAT OF VACATION (TYNDALE HOUSE MINISTRIES, 504 S. SCHMALE ROAD) PIN# 05-04-304-079

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

SECTION 1: Approval is hereby given Accepting a Plat of Vacation for 504 S. Schmale Road (Tyndale House Ministries), PIN: 05-04-304-079, and legally described as follows:

LOT 1 IN GENEVA CROSSING; PHASE II, BEING A SUBDIVISION OF PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 2017 AS DOCUMENT R2017-125315, IN DUPAGE COUNTY, ILLINOIS

AND

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR CROSS ACCESS AS PER THE PLAT OF GENEVA CROSSING; PHASE II DOCUMENT R2017-125315

The Plat of Vacation is attached to this Resolution as Exhibit "A" dated April 1, 2022.

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

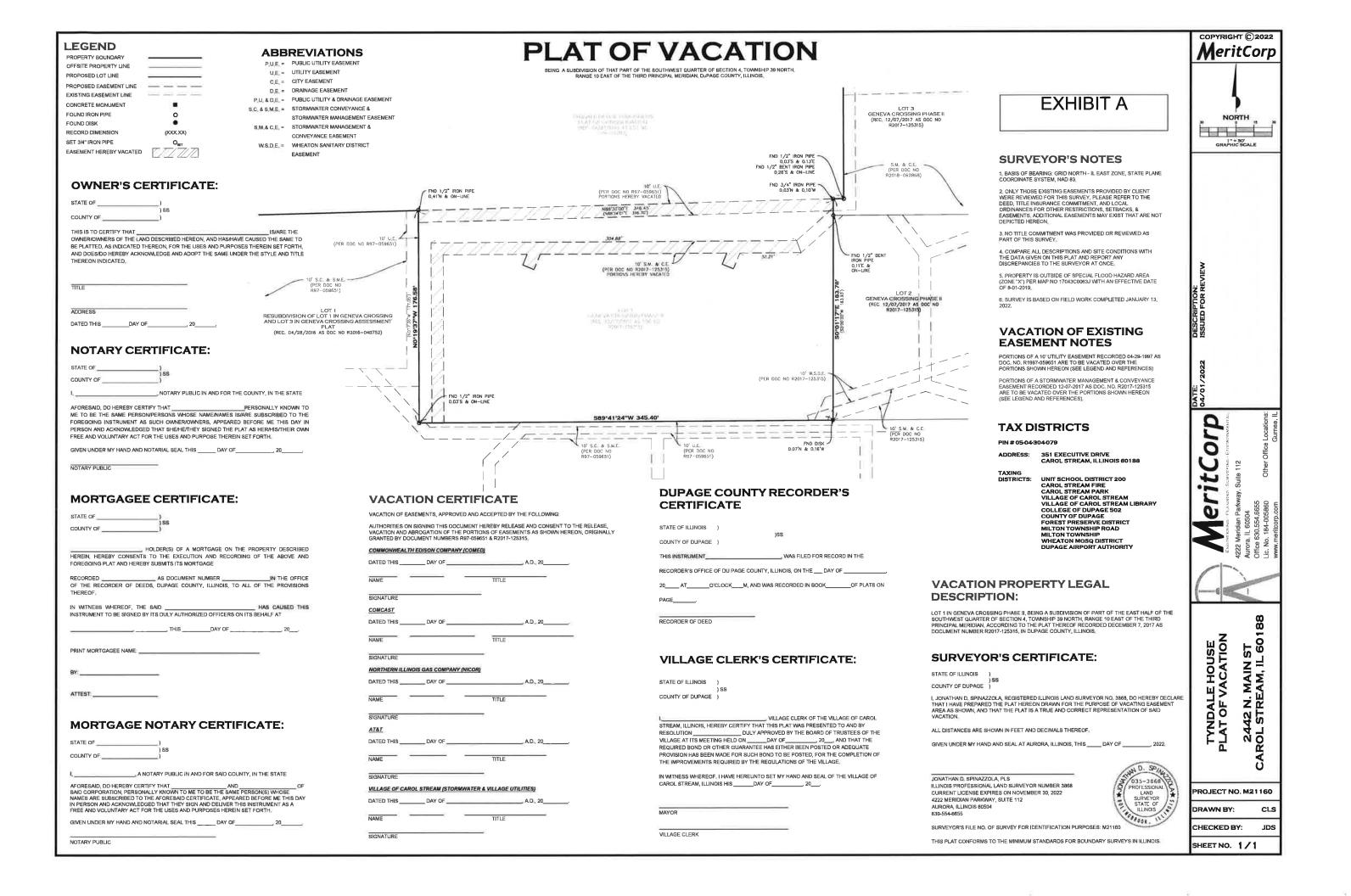
PASSED AND APPROVED THIS 3rd DAY OF OCTOBER, 2022.

AYES:
NAYS:
ABSENT:

Frank Saverino, Sr., Mayor

Julia Schwarze, Village Clerk

ATTEST:



RESOLUTION NO.



A RESOLUTION AUTHORIZING A PLAT OF CONSOLIDATION (TYNDALE HOUSE MINISTRIES, 504 S. SCHMALE ROAD AND 351 EXECUTIVE DRIVE) PIN# 05-04-304-079 AND 05-04-302-030

WHEREAS, Mr. Eric Prechtel, on behalf of Tyndale House Ministries, hereinafter referred to as the Petitioner, has requested approval of a Plat of Consolidation to create one lot of approximately 15.471 acres at 504 S. Schmale Road and 351 Executive Drive, in accordance with Section 16-8-4 (O)(4) of the Unified Development Ordinance, and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on August 22, 2022 and September 26, 2022, considered the Plat of Consolidation and has found it to be in conformance with applicable Codes and Ordinances of the municipality relating to the particular properties herein proposed to be consolidated; and

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

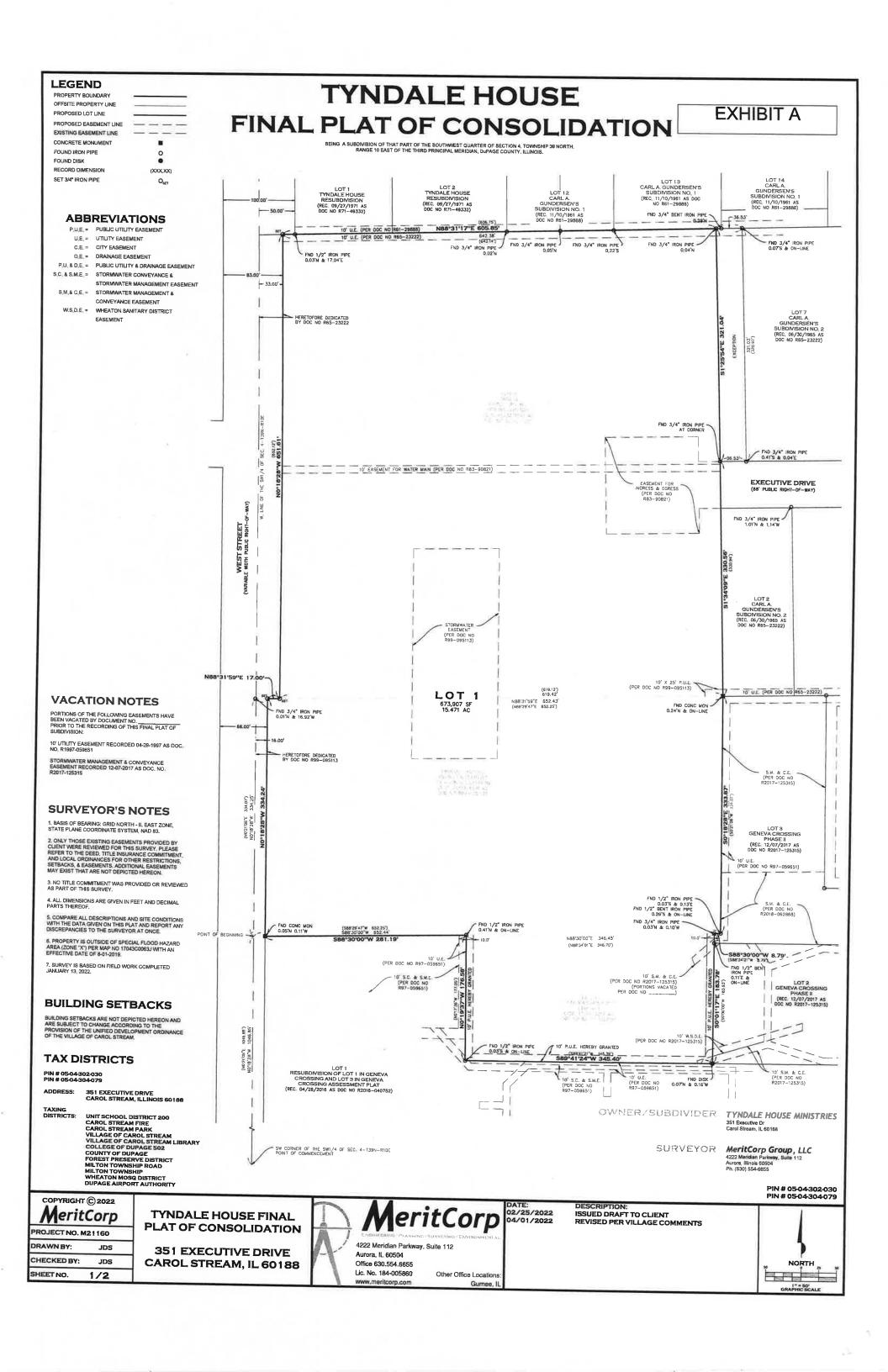
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1: Approval is hereby given to the Plat of Consolidation, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by MeritCorp, 4222 Meridian Parkway, Suite 112, Aurora, IL 60504.

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

PASSED AND APPROVED THIS 3rd DAY	OF OCTOBER, 2022.
AYES:	

NAYS:	
ABSENT:	
	Frank Saverino, Sr. Mayor
ATTEST:	
Julia Schwarze, Village Clerk	



TYNDALE HOUSE FINAL PLAT OF CONSOLIDATION

BEING A SUBDIMISION OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

STATE OF	DUPAGE COUNTY RECORDER'S CERTIFICATE STATE OF ILLINOIS)	
DESCRIBED IN THE ANNEXED PLAT, AND HASHAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON FOR THE USES AND BURDOSES THEREIN SET TO BE	STATE OF ILLINOIS	
DESCRIBED IN THE ANNEXED PLAT, AND HASHAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON FOR THE USES AND BURDOSES THEREIN SET TO BE	STATE OF ILLINOIS	
)SS	
THEREON INDICATED. THE UNDERSIGNED HEREBY DEDICATES/DEDICATE SOR DURING	COUNTY OF DUPAGE)	
THE LAND SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES: AND HEREBY ALSO RESERVES RESERVES AND	THIS INSTRUMENT WAS FILED FOR RECORD IN THE	
OPERATING NOW OR IN THE FUTURE LINDER A ERANCHIES FROM THE UTILITY COMPANIES	RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, ON THE DAY OF	
EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.	20ATO'CLOCKM, AND WAS RECORDED IN BOOKOF PLATS ON	
	PAGE	
TITLE	RECORDER OF DEED	
ADDRESS DATED THISDAY OF 20	PLAN COMMISSION CERTIFICATE:	
NOTARY CERTIFICATE:	STATE OF ILLINOIS)) SS	
STATE OF	COUNTY OF DUPAGE)	
COUNTY OF	APPROVED THISDAY OF	
I,NOTARY PUBLIC IN AND FOR THE COUNTY, IN THE STATE	VILLAGE OF CAROL STREAM PLAN COMMISSION	
AFORESAID, DO HEREBY CERTIFY THAT PERSONALLY KNOWN TO		
ME TO BE THE SAME PERSON/PERSONS WHOSE NAME/NAMES ISJARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER/OWNERS, APPEARED BEFORE ME THIS DAY IN	CHAIRPERSON	
PERSON AND ACKNOWLEDGED THAT SHEHETHEY SIGNED THE SUBDIVISION PLAT AS HERHISITHER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSE THEREIN SET FORTH.		
TO KITT	VILLAGE ENGINEER'S CERTIFICATE:	PUBLIC UTILITY EASEMENT (P.U.
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF, 20	STATE OF ILLINOIS)	PROVISIONS:
NOTARY PUBLIC) SS COUNTY OF DUPAGE)	A PERMANENT NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND G
	VI BURNOE)	OTHER ENTITIES OPERATING NOW, OR IN THE FUTURE, UNDER FRANCHISE FF
MORTGAGEE CERTIFICATE:	I	COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON CO
STATE OF	PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE AND THE PLANS AND SPECIFICATIONS THERE PLANS AND SPECIFICATIONS THERE PLANS AND SPECIFICATIONS THE PLANS AND SPECIFICATIONS THERE PLANS AND SPECIFICATIONS THERE PLANS AND SPECIFICATIONS THE PLANS AND SPECIFICATIONS THE PLANS AND SPECIFICATIONS THERE PLANS AND SPECIFICATIONS THE PLANS AND SPECIFICATIONS AND SPE	EASEMENT (OR TO LET ON THE DIASHED LINES AND LABELED PUBLIC UTILITY
COUNTY OFSS	OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF,	PRIVILEGE AND ALTHORITY TO INSTALL OCCUPANT ENTITIES THE PERPETUA
	I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND I HAVE REVIEWED	UTILITY AND SIMILAR TRANSMISSION, RECEIVING AND DISTRIBUTION SYSTEMS
HEREIN, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THE ABOVE AND	SOURCE HIGH AND PROFILE STUDIES FILED WITH THIS SUBDIVISION PLAT,	HYDRANTE BIDES CONTROL WATER MAINS, AND ANY AND ALL NECESSARY MA)
TO SUBDIVISION AND HEREBY SUBMITS ITS MORTGAGE	DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS	SIMILAD SERVICE TO THE ATTACHED AS MAY BE REQUIRED TO FURNISH U
RECORDED AS DOCUMENT NUMBER IN THE OFFICE OF THE RECORDER OF DEEDS, DUPAGE COUNTY, ILLINOIS, TO ALL OF THE PROVISIONS THEREFOR	THISDAY OF, 20	USEFUL OR CONVENIENT TOOTHER AND SIMILAR ENTITIES MAY DEEM NECES
THEREOF.		PERSONS AND EQUIPMENT TO DO ANY OR ALL OF THE ABOVE WORK, THE RIGHT
IN WITNESS WHEREOF, THE SAID HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS ON ITS BEHALF AT	VILLAGE ENGINEER	OPERATION OF OR ACCESS TO SUCCESS
		PLACED ON SUCH EASEMENTS, DUT SAME WAS STREET
THIS	FINANCE DIRECTOR CERTIFICATE:	THE AFORESAID USES AND RIGHTS, WHERE AN EASEMENT IS USED FOR
PRINT MORTGAGEE NAME		SHALL BE SUBJECT TO THE PRIOR APPROVAL, AS TO LOCATION AND DESIGN. C VILLAGE SO AS NOT TO INTERFERE WITH THE MUNICIPAL UTILITIES.
BY.	STATE OF ILLINOIS)) SS	
	COUNTY OF DUPAGE)	
ATTEST:	FINANCE DIRECTOR OF CAROL STREAM, DO	
	SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALL MENTS THEREOF THE PROPERTY OF THE	
MORTGAGE NOTARY CERTIFICATE:	AFFORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT	SURVEYOR'S CERTIFICATE:
STATE OF)	DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THISDAY OF 20	STATE OF ILLINOIS)
COUNTY OF SS	<u>-</u> -) SS COUNTY OF DUPAGE
A NOTADY DUBLIC IN AVE.	SIMANOS DIPEOTOR	THIS IS TO CERTIFY THAT I, JONATHAN D. SPINAZZOLA, REGISTERED ILLINOIS LA
A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT AND	FINANCE DIRECTOR	PROPERTY:
SAID CORPORATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE	100	LOT 8 (EXCEPT THE EAST 38.53 FEET OF THAT PART THEREOF LYING NORTH OF RIGHT-OF-WAY LINE OF EXECUTIVE DRIVE) ALL IN CARL A. GUNDERSEN'S SUBDI NO. 2. 6 SUBDIASCOUNT TEE MEETS.
FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.	VILLAGE CLERK'S CERTIFICATE:	TOWNSHIP 39 NORTH RANGE IN EAST OF THE SOUTHWEST QUARTER OF SEC
GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF, 20	STATE OF ILLINOIS }	ILLINOIS.
NOTARY PUBLIC) SS COUNTY OF DUPAGE)	AND ALSO: THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TO NORTH DAMAGE AS
	ן אומר ועם כו	AT THE SOUTHWEST CORNER OF SAID SOUTHWEST CHARGES AND SOUTHWEST CORNER OF SAID SOUTHWEST CHARGES AND SOUTHWEST CHARGES
	STREAM HUMOIS HEREBY CENTRY NAME VILLAGE CLERK OF THE VILLAGE OF CAROL	QUARTER, 1046.85 FEET FOR THE POINT OF REGINNING THE WEST LINE OF SAID SO
SURFACE WATER CERTIFICATE:	RESOLUTION DIE Y APPROVED BY THE SOAD OF T	LINE OF CARLA GUNDERSEN'S SUBDIVISION UNIT NO 2 COMPANY STATE TO
TATE OF ILLINOIS)	REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN DOCTOR AND THAT THE	THENCE SOUTH OF DEGREES 24 MINUTES 47 SECONDS EAST, 652.25
) SS COUNTY OF DUPAGE)	PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.	CONTAINING 5.001 ACRES, MORE OR LESS, IN DUPAGE COUNTY, ILLINOIS.
	IN WITNESS WHEREOF I HAVE HEREINTO SET MY HAND AND SET	AND ALSO:
HE UNDERSIGNED HEREBY CERTIFY THAT, TO THE BEST OF OUR KNOWLEDGE AND BELIEF, HE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF	CAROL STREAM, ILLINOIS HIS	THIRD PRINCIPAL MEDIDIAN ACCOUNTS TO THIRD PRINCIPAL MEDIDIAN ACCOUNTS TO THE PRINCIPA
OT BE CHANGED WITHOUT ADEQUATE PROVISION BEING MADE FOR THE ARM AGE WILL	MAYOR	COUNTY, ILLINOIS,
UBDIVIDER HAS A RIGHT TO USE AND THAT SUCH CURRAGE WATERS WHICH THE	MAYOR	AS SHOWN BY THE SUBDIVISION PLAT WHICH IS A CORRECT REPRESENTATION OF SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS FURTHER CERTIFY THAT ALL RESULATIONS EVACITED BY THE BOARD OF TRUSTE TO PLATE AND REPORTED.
AY CAUSE DAMAGE TO THE ADJOINING PROBERTY RECAUSE OF THE CONCENTRATIONS AS	VILLAGE CLERK	TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED BY THE BOARD OF TRUSTS PLAT.
CKNOWLEDGES THE EXISTENCE OF THE ORDINANCES OF THE MILL AGE OF CASE		I ALSO CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORAT
NO RESTRICTS THE FUTURE USE OF THE UNDINANCES OF THE VILLAGE OF CAROL STREAM NO RESTRICTS THE FUTURE USE OF THE LAND HEREIN SUBDIVIDED IN THAT NO BUILDING ERMITS SHALL BE SOUGHT BY THE UNDERSIGNED OWNER OR AGENT OR THEIR	DUPAGE COUNTY CLERK'S	SUBDIVISION IS LOCATED WITHIN A SPECIAL ELOOD HAZARD AREA ACTORISMENT
JCCESSORS IN INTEREST OR ISSUED BY THE VALUE OF FOR COMMERCE OF THEIR	CERTIFICATE	ESTABLISHED MAINIGEMENT AGENCY.
Y SUCH CONSTRUCTION AND TOPOGRAPHICAL CHANGES IN THE LAND BROUGHT ABOUT	STATE OF ILLINOIS)	GIVEN UNDER MY HAND AND SEAL AT AURORA, ILLINOIS, THISDAY OF
ETENTION, INCLUDING THOSE ORDINANCES ASSURING THE CONSTRUCTION OF SUCH)SS COUNTY OF DUPAGE)	HAND SPING
PROVEMENTS THROUGH THE POSTING OF SECURITY.		JONATHAN D. SPINAZZOLA, PLS
ATED THIS DAY OF, 20	HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT	CURRENT LICENSE EXPIRES ON NOVEMBER 30, 2022 4222 MERIDIAN PARKWAY, SUITE 112 STATE OF
	THE LAND INCLUDED IN THE SURDIVISION OF AT LEURING ACCURATE THE LAND INCLUDED IN THE SURDIVISION OF AT LEURING ACCURATE THE PROPERTY OF	AURORA, ILLINOIS 60504
EGISTERED PROFESSIONAL ENGINEER	ALL STATUTORY FEES IN CONNECTION WITH THE SUBDIVISION PLAT.	2001.
	GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THISDAY OF	SURVEYOR'S FILE NO. OF SURVEY FOR IDENTIFICATION PURPOSES: M21160 THIS PLAT CONFORMS TO THE MINIMUM STANDARDS FOR BOUNDARY OUR FILE.
WER OR ATTORNEY		THIS PLAT CONFORMS TO THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS I
	COUNTY CLERK	PIN#0
		PIN#0
GHT © 2022	MeritCorp 02/25/2022 04/01/2022	DESCRIPTION:

Aurora, IL 60504

Office 630,554,6655

Lic. No. 184-005860

www.meritcorp.com

Other Office Locations

Gumee, II

JDS

2/2

CHECKED BY:

SHEET NO.

351 EXECUTIVE DRIVE

CAROL STREAM, IL 60188

PIN # 05-04-302-030 PIN # 05-04-304-079

Village of Carol Stream Interdepartmental Memo

TO:

Robert Mellor, Village Manager

FROM:

Ann Delort, Secretary

DATE:

September 19, 2022

RE:

Knights of Columbus

Raffle License Application

The Knights of Columbus is hosting an Oktoberfest dinner on Saturday, October 8, 2022 at Corpus Christi Catholic Church. Raffle ticket sales are 1 for \$2.00, 3 for \$5.00, 7 for \$10.00, 30 for \$20.00 or 50 for \$30.00. The proceeds from these raffles will support Charitable Acts of the Knights of Columbus of Corpus Christi Catholic Church.

Applicant is requesting a waiver of the application fee and the Manager's Fidelity Bond as indicated in the attached letter. The raffle license application and required documentation is on file in the Administration office for your review.

Please place this item on the agenda for review and approval by the Village Board of Trustees at their upcoming Monday, October 3, 2022.

Thank you.



September 16, 2022

Village of Carol Stream Mayor Frank Saverino, Sr. 500 N Gary Ave Carol Stream, IL 60188

Dear Mayor Saverino,

Enclosed please find a Raffle License application for a raffle to be held at the Annual Oktoberfest event at Corpus Christi Catholic Church on October 8, 2022.

On behalf of the Church, in addition to the Knights of Columbus organization that is organizing the event, I am requesting a waiver of the license fee and Fidelity Bond associated with the license. Our presiding Secretary (Karl Pasker) and Treasurer (Jeff Shimek) are bonded through the Knights of Columbus.

I would also like to note that the Village has a copy of our Articles of Incorporation as our Council was formed October 12, 1992 and we have had Raffle permits at least annually for the past 30 years.

Net proceeds from the charity event will be used to fund the Council's various charitable outreaches and assist with the needs of the Parish. Your consideration of this request is greatly appreciated by all members of our Knights of Columbus council.

Sincerely,

Mark Jatezak Grand Knight

Corpus Christi Knights of Columbus Council #10958

630-263-8377

kofcmark@gmail.com

1399 Bowstring Ct

Carol Stream, IL 60188

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
AEP ENERGY					
100 DELLA CT 08/08-09/07/22	6.11	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 09/08/22	
1025 LIES RD 08/16-09/15/22	14.44	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 09/16/22	
192 YUMA LN 08/17-09/16/22	11.75	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 09/19/22	
401 TOMAHAWK 08/17-09/16/22	14.90	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 09/19/22	
403 SIOUX 08/17-09/16/22	8.25	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 09/19/22	
491 CHEYENNE 08/17-09/16/22	8.38	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 09/19/22	
512 CANYON TRL 08/17-09/16/22	7.91	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 09/19/22	
594 NEZ PERCE CT 08/17-09/16/22	7.80	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 09/19/22 3013130457 09/19/22	
633 THUNDERBIRD 08/17-09/16/22	26.07	01670300-53213	STREET LIGHT ELECTRICITY	3013130437 09/19/22	
796 PAWNEE 08/17-09/16/22	25.23	01670300-53213	STREET LIGHT ELECTRICITY	3013130433 03/13/22	
	130.84				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR 09/01-09/30/22	4,104.80	01652800-52257	GIS SYSTEM	0000016	
-	4,104.80				
ARAMARK UNIFORM & CAREER APPAREL G	ROUP INC				
FIRST AID SUPPLIES	108.37	01590000-53317	OPERATING SUPPLIES	ORD4-009883	
-	108.37				
BROWN EQUIPMENT COMPANY					
CAMERA REPAIR	4,407.65	04101500-52244	MAINTENANCE & REPAIR	INV15060	
-	4,407.65				
CHECKPOINT PRESS					
ADVERTISEMENT-LATERAL ENTRY PD	298.00	01510000-52228	PERSONNEL HIRING	43816	
4	298.00				
CHRISTOPHER B BURKE ENGR LTD					
FULLERTON TOWER REPAIRS PO-3975, PAY #5	961.00	04201600-52253	CONSULTANT	177958	20230008
WATER TOWER-PAINT, REPAIR PO-3992	5,295.00	04201600-52253	CONSULTANT	177959	20230046
,	6,256.00				

Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
NEW FIRE ALARM-SOUTH GARAGE, INSPECTIONS	498.00 498.00	01670400-52244	MAINTENANCE & REPAIR	35279	
INTERNET, VOICE SVC 07/15-08/14/22 INTERNET, VOICE SVC 08/15-09/14/22 INTERNET, VOICE SVC 09/15-10/14/22	4,504.51 4,573.69 4,502.90 13,581.10	01652800-52230 01652800-52230 01652800-52230	TELEPHONE TELEPHONE TELEPHONE	150960564 153097397 155252524	
COMED 465 CENTER AVE 08/17-09/16/22 KUHN RD, RT64 08/17-09/16/22 MASTER ACCT-5025 08/16-09/15/22	87.17 31.80 384.93 503.90	01670300-53213 01662300-52298 01670300-53213	STREET LIGHT ELECTRICITY ATLE SERVICE FEE STREET LIGHT ELECTRICITY	2859083222 09/16/22 4202129060 09/16/22 5853045025 09/20/22	
CONSTELLATION NEW ENERGY 124 GERZEVSKE LN 07/18-08/16/22, 6320524120 124 GERZEVSKE LN 08/16-09/15/22, 6343387370 1N END THORNHILL 08/16-09/15/22, 634339225 200 TUBEWAY 08/10-09/08/22, 63375977801 301 ANTELOPE 08/17-09/16/22, 63445933701 333 FULLERTON 07/20-08/16/22, 63205209301 391 FLINT 08/17-09/16/22, 63445953301 500 GARY AVE 08/17-09/16/22, 63445973601 880 PAPOOSE CT 08/17-09/16/22, 63445934101 990 DEARBORN 08/17-09/16/22, 63445962001	2,277.11 1,969.10 59.80 175.38 35.87 568.83 31.29 52.55 51.94 33.70	04201600-53210 04201600-53210 01670300-53213 04101500-53210 01670300-53213 04201600-53210 01670300-53213 01670300-53213 01670300-53213	ELECTRICITY ELECTRICITY STREET LIGHT ELECTRICITY ELECTRICITY STREET LIGHT ELECTRICITY ELECTRICITY STREET LIGHT ELECTRICITY STREET LIGHT ELECTRICITY STREET LIGHT ELECTRICITY STREET LIGHT ELECTRICITY	7280332-17 08/17/22 7280332-17 09/16/22 7280332-6 09/16/22 7280332-18 09/09/22 7280332-11 09/19/22 7280332-27 08/17/22 7280332-12 09/19/22 7280332-5 09/19/22 7280332-13 09/19/22 7280332-10 09/19/22	
DELUXE TOWING TOWING 09/09/22 TOWING 09/15/22	20.00 20.00 40.00	01696200-53353 01696200-53353	OUTSOURCING SERVICES OUTSOURCING SERVICES	94125 93958	

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
DUPAGE MATERIALS COMPANY ASPHALT	220.80	01670500-53317	OPERATING SUPPLIES	19845	
	220.80				
FEECE OIL CO			avve augest EUE	3914780	
DIESEL FUEL	288.42	04101500-53312	PWC DIESEL FUEL	3914780 3914780	
DIESEL FUEL	681.72	04201600-53312	PWC DIESEL FUEL	3914780	
DIESEL FUEL	812.82	01670400-53312	PWC DIESEL FUEL PWC DIESEL FUEL	3914780	
DIESEL FUEL	839.04	01670200-53312	PWC DIESEL FOEL	3314700	
	2,622.00				
FLOODS ROYAL FLUSH					
PORTABLE RESTROOMS-FALL FEST 08/17/22	925.00	01750000-52291	MISC EVENTS/ACTIVITIES	117683	
_	925.00				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-R ARGUILLES 09/11, 09/18/22	1,380.52	04103100-52253	CONSULTANT	4044671	
ACCOUNTS CLERK-R ARGUILLES 09/11, 09/18/22	1,380.53	04203100-52253	CONSULTANT	4044671	
OFFICE MANAGER-D KALKE 09/11, 09/18/22	3,364.80	01590000-52253	CONSULTANT	4044669 4044670	
PROPERTY INSPECTOR-E HERZOG 09/11, 09/18/2	1,514.40	01643700-52253	CONSULTANT	4044670	
	7,640.25				
HEY & ASSOCIATES					
PHASE III CONSTR SVC 08/01-08/31/22, PO-4626	823.75	11740000-55488	STORMWATER UTILITIES	15488	
_	823.75				
ILLINOIS STATE POLICE					
LIVESCAN FEES, 01598-AUG 2022	254.25	01660100-53317	OPERATING SUPPLIES	IL022040L AUG-2022	
· -	254.25				
JOE CAREY					
ICMA 2022-CAREY 09/17-09/21/22 TRANSP. REII	216.00	01590000-52223	TRAINING	ICMA 2022.1-CAREY	
-	216.00				

Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No. Order
JOE COTTON FORD 2022 MAVERICK-DEPOSIT	500.00	10200000-54415	VEHICLES	2022 FORD-MAVERICK
JOHN L FIOTI ADJUDICATION-SEP 2022	575.00 575.00	01570000-52238	LEGAL FEES	CS 09-22
KERRY L KIRKLEY FALL FEST-DOUBLE K PRODUCTIONS 09/24/22	2,000.00	01750000-52291	MISC EVENTS/ACTIVITIES	DOUBLE-K 09/24/22
KLEIN, THORPE & JENKINS, LTD GENERAL COUNSEL-AUG 2022 GENERAL COUNSEL-AUG 2022 GENERAL COUNSEL-AUG 2022	932.40 1,307.78 7,975.57 10,215.75	04200100-52238 11740000-52238 01570000-52238	LEGAL FEES LEGAL FEES LEGAL FEES	228643 228643 228643
TOP SOIL TOP SOIL	135.00 180.00 315.00	01670400-53317 01670400-53317	OPERATING SUPPLIES OPERATING SUPPLIES	3000673572 3000673481
POLICE PENSION-FUNDING REPORT	3,080.00 3,080.00	01610100-52254	ACTUARIAL	69598
PROSECUTION-SEP 2022 PROSECUTION-SEP 2022	2,400.00 6,200.00 8,600.00	01570000-52235 01570000-52312	LEGAL FEES-PROSECUTION PROSECUTION DUI	2022-09 2022-09

Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
LECHNER & SONS					
MATS, TOWELS, WIPES 08/31/22	23.54	01696200-53317	OPERATING SUPPLIES	3122494	
MATS, TOWELS, WIPES 08/31/22	49.99	01670100-53317	OPERATING SUPPLIES	3122494	
MATS, TOWELS, WIPES 09/14/22	23.54	01696200-53317	OPERATING SUPPLIES	3127821	
MATS, TOWELS, WIPES 09/14/22	49.99	01670100-53317	OPERATING SUPPLIES	3127821	
_	147.06				
LRS HOLDINGS LLC					
HAULING 08/16, 08/22, 08/24, 08/31/22	2,757.50	01670500-52265	HAULING	0005087885	
PORTA JOHN-280 KUHN RD 08/26-09/22/22	127.00	01670400-52264	EQUIPMENT RENTAL	PS483816	20220015
STREET SWEEP-SEP 2022	10,402.00	01670600-52272	PROPERTY MAINTENANCE	PS481259	20230015
_	13,286.50				
MARK E RADABAUGH					
TAPING, EDITING 09/19/22	100.00	01590000-52253	CONSULTANT	22-0210	
.	100.00				
MAURO SEWER CONSTRUCTION					
WATER MAINN REPLACEMENT-PAY #8 PO-46263	-406.72	04-21231	RETAINAGE - MAURO SEWER C		
WATER MAINN REPLACEMENT-PAY #8 PO-46263	20,335.91	04201600-54480	CONSTRUCTION	2029-8	
; -	19,929.19				
METROPOLITAN INDUSTRIES INC					
LIFT STATION FLOATS	357.00	04101500-53317	OPERATING SUPPLIES	INV042783	
TUBEWAY STORM PUMP REBUILD PO-3994	11,867.00	01670600-52244	MAINTENANCE & REPAIR	INV043053	20230055
TUBEWAY TRANSDUCER	675.00	04101500-53317	OPERATING SUPPLIES	INV042672	
· ·	12,899.00				
MIDWEST METER INC					
METER-KUHN RD	170.00	04201400-53333	NEW METERS	0147000-IN	
•	170.00				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No. Order
MUNICIPAL CLERKS OF DUPAGE CO				
CLERKS MTG-OCT 2022	196.00	01520000-52222	MEETINGS	MCDC 10/05/22
	196.00			
NAPCO STEEL INC				
SP STEEL	115.00	01696200-53354	PARTS PURCHASED	460911
	115.00			
NICOR				
124 GERZEVSKE LN 08/18-09/19/22	49.76	04201600-53230	NATURAL GAS	13811210007 09/19/22
1348 CHARGER CT 08/19-09/20/22	169.29	04101500-53230	NATURAL GAS	86606011178 09/20/22
200 TUBEWAY DR 08/17-09/16/22	54.77	04101500-53230	NATURAL GAS	14309470202 09/16/22
	273.82			
P F PETTIBONE & CO				
MINUTE BOOKS	629.55	01520000-53314	OFFICE SUPPLIES	182761
-	629.55			
PROMOS 911 INC		12		
ADOPT A COP	1,546.30	01664700-53325	COMMUNITY RELATIONS	10289
-	1,546.30			
REFUNDS MISC				
19-51248, #2171251, 738 BURNING TRL-REFUND	32.00	01000000-42307	BUILDING PERMITS	738 BURNING TRL-2022
22-4393-SHED, DOUBLE PAYMENT-REFUND	64.00	01000000-42307	BUILDING PERMITS	839 NEW BRITTON-2022
TICKET 247794, DOUBLE PAYMENT-REFUND	30.00	01000000-45402	ORDINANCE VIOLATIONS	TICKET 247794
	126.00			

Vendor / Description	Amount	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
RUSH TRUCK CENTERS					
AG BRAKE CHAMBER	60.12	01696200-53354	PARTS PURCHASED	3028822777	
AG COMPRESSOR	283.00	01696200-53354	PARTS PURCHASED	302894942	
AG EVAPORATOR	533.65	01696200-53354	PARTS PURCHASED	3028763407	
AG EXHAUST	747.87	01696200-53354	PARTS PURCHASED	3028849971	
AG FILTER	28.19	01696200-53354	PARTS PURCHASED	3028924106	
AG FILTERS	71.01	01696200-53354	PARTS PURCHASED	3028874319	
AG FUEL FILTER	573.24	01696200-53354	PARTS PURCHASED	3029049304	
AG SENSOR	42.25	01696200-53354	PARTS PURCHASED	3028820617	
AG SENSOR	55.10	01696200-53354	PARTS PURCHASED	3029034823	
AG SWITCH	52.90	01696200-53354	PARTS PURCHASED	3028985441	
, ,	2,447.33				
SIMPLIFY COMPLIANCE					
ANNUAL SUBSCRITION-TRAINING MODULES	3,595.00	01600000-52223	TRAINING	19476232-B1	
	3,595.00				
STEPHEN A LASER ASSOCIATES P C					
POLICE ASSESSMENT-AUG 2022	600.00	01510000-52228	PERSONNEL HIRING	2007537	
TO CICE ASSESSMENT NO DESE	600.00				
THE SEWER BOSS					
SP TUBES	628.20	01696200-53354	PARTS PURCHASED	1305	
•	628.20	g.			
TRANSYSTEMS CORPORATION					
FAIR OAKS SAFETY IMPROVE 08/13-09/09/22	2,640.99	06320000-54469	REBUILD ILLINOIS BOND	15-3899289	
•	2,640.99				
TREASURER OF THE STATE OF ILLINOIS					
FY2022 UNCLAIMED PROPERTY 07/01/18-06/30), 131.12	04-24131	UNCLAIMED DEPOSITS	FY-2022	
FY2022 UNCLAIMED PROPERTY 07/01/18-06/30	3,130.60	01-24131	UNCLAIMED DEPOSITS	FY-2022	
	3,261.72				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
UNITED AUDIO PRODUCTIONS					
FALL FEST-UAP 09/24/22	1,200.00	01750000-52291	MISC EVENTS/ACTIVITIES	UNITED AUDIO 9/24/22	2
	1,200.00				
VERIZON WIRELESS					
PHONES 08/14-09/13/22	36.01	02385200-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	38.01	01652800-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	42.32	01610100-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	42.32	01640100-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	42.32	01643700-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	44.79	01662700-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	80.35	01600000-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	84.64	01680000-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	109.66	01643700-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	114.41	01652800-52255	SOFTWARE MAINTENANCE	9915809078	
PHONES 08/14-09/13/22	122.65	01696200-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	136.80	01590000-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	206.16	04100100-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	291.93	01620100-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	357.64	01652800-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	556.00	01670100-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	641.36	04200100-52230	TELEPHONE	9915809078	
PHONES 08/14-09/13/22	1,328.85	01652800-54413	COMPUTER EQUIPMENT	9915809078	
PHONES 08/14-09/13/22	2,902.70	01662700-52230	TELEPHONE	9915809078	
	7,178.92				
VIKING CHEMICAL COMPANY					
CL2 TRAINING	500.00	04200100-52223	TRAINING	135202	
NaOCI KUHN RD	307.50	04201600-53331	CHEMICALS	135124	
	807.50				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
WEX BANK					
FUEL 07/31/22	-353.18	01000000-47407	MISCELLANEOUS REVENUE	82746567	
FUEL 07/31/22	175.57	01680000-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	188.65	04200100-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	397.99	01670100-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	397.99	01670300-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	497.48	01670600-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	497.48	01670700-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	554.85	01640100-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	596.98	01670500-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	691.03	01620100-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	845.72	01670400-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	1,320.54	04201400-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	1,741.18	01670200-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	1,957.82	04101500-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	2,263.78	04201600-53313	AUTO GAS & OIL	82746567	
FUEL 07/31/22	21,061.33	01662700-53313	AUTO GAS & OIL	82746567	
	32,835.21				
WINDY CITY CLEANING EQUIP & SUPPLI	ES				
H2O GARAGE PRESSURE WASHER GUN	276.94	04201600-53317	OPERATING SUPPLIES	004566	
	276.94				
GRAND TOTAL	\$178,062.26				

The preceding list of bills payable totaling \$ 178,062.26 was reviewed and approved for payment.

Approved by:			
Robert mellor	Digitally signed by Robert Mellor DN: cn=Robert Mellor, o=Village of Carol Stream, ou=Administration, email=bmellor@carolstream.org, c=US Date: 2022.09.29 09:34:59 -05'00'		9/2022
Bob Mellor –Village Manag	Digitally signed by Robert Mellor DN: cn=Robert Mellor, on-Village of Carol Stream, out-Administration, email=brieflor@carolstream.org, c=US Date: 2022.09.29 09:34:59 -05'00' Mellor —Village Manager Digitally signed by Robert Mellor DN: cn=Robert Mellor DN: c		
Authorized by:			
	Frank Saverino	Sr-Mayor	
		e- Village Clerk	

AGENDA ITEM <u>L-2</u> /0/3/2 2

ADDENDUM WARRANTS SEPTEMBER 20, 2022 Thru OCTOBER 03, 2022

Fund	Check #	Vendor	Description	Amount
		•		
General	АСН	Wheaton Bank & Trust	Payroll September 5, 2022 thru September 18, 2022	631,956.47
Water & Sewer	АСН	Wheaton Bank & Trust	Payroll September 5, 2022 thru September 18, 2022	57,447.25
Water 65 Sevier				689,403.72
		Approved thisd	ay of, 2022	
		By: Frank Saverino Sr-Mayo		
		Julia Schwarze - \	Village Clerk	