

# Village of Carol Stream

## BOARD MEETING

### AGENDA

NOVEMBER 7, 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 October 17, 2022 Village Board Meeting.

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

1. Halloween Decorating Contest Winners:



Big Pumpkin – 1405 Appomattox Trail



Family Fun – 940 Birchbark Drive



Judges Favorite – 328 Alabama Trail

2. Mayoral Proclamation Designating November 7, 2022 as Margaret Leabru Day in the Village of Carol Stream.
3. Proclamation Recognizing The Conservation Foundation's 50<sup>th</sup> Anniversary.
4. Proclamation Designating November 26, 2022 as Small Business Saturday.
5. Post Commander Richard Hildenbrand from VFW Post 10396 will present a check for the Christmas Sharing Program.
6. A representative from the Village's auditing firm Sikich will present the Annual Comprehensive Financial Report and management letter for the year ended April 30, 2022 in accordance with Public Act 098-0738. These documents are available on the Village web site at [carolstream.org](http://carolstream.org).
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.***

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## BOARD MEETING

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#### **F. BOARD AND COMMISSION REPORTS:**

1. Police Pension Fund – Compliance Report FY22. *Consistent with requirements of Public Act 95-0950, the Police Pension Fund submits an annual Compliance Report for receipt by the Village Board.*

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

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

1. Construction Progress Update: Klein Creek Streambank Stabilization - Section 1.
2. Presentation and Receipt of 2022-2023 Snow and Ice Control Plan.
3. Presentation of WRC Annual Report and Financial Reconciliation for Period Ending April 30, 2022.
4. Receipt of the Annual Comprehensive Financial Report and Auditor's Communication to the Board of Trustees of the Village of Carol Stream for the Year Ended April 30, 2022. *This item was previously discussed under Listening Post and is presented here for receipt by the Village Board of Trustees.*
5. Village of Carol Stream Personnel Manual Amendments. *Staff recommends updating the Personnel Manual, which includes amendments to Chapter 4D-Education Plan, Chapter 5H-Bereavement Leave and Chapter 5N-Voluntary Leave Donation Program.*
6. Professional Services Agreement with Melaniphy & Associates for a Retail Market Study. *Staff recommends approval of a Professional Services Contract with Melaniphy & Associates for preparation of a Retail Market Strategy Study in an amount not to exceed \$38,000.*
7. Recommendation to Award a Contract for Tree Trimming Services to Winkler Services in the amount of \$33,840.
8. Public Works Center Interior Improvement Project. *Staff recommends the Public Works Center Phase I Interior Improvement Project be awarded to Construction Solutions at the base bid presented including Alternate No. 4, Alternate No. 7b and Alternate No. 9 for an amount not to exceed \$861,063.00.*

# Village of Carol Stream

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9. Recommendation to Award a Contract for the Purchase and Installation of a SCADA System to Wunderlich-Malech Environmental in the amount of \$145,800 in accordance with their proposal dated October 28, 2022.

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

1. Ordinance No. 2022-11-\_\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class P Liquor Licenses from 8 to 7 (Rmarts LLC d/b/a Carol Stream Shell, 106 E. North Avenue) and Increasing the Number of Class P Liquor Licenses from 7 to 8 (Yogeshwari, Inc. d/b/a Shell Carol Stream, 106 E. North Avenue).

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

1. Resolution No. \_\_\_\_\_, A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2022 and ending April 30, 2023. *This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2022 property tax levy. The Village is requesting a tax levy totaling \$3,800,000 (no increase) and the Library is requesting a tax levy totaling \$3,804,461 (1.5% increase) for 2022. The combined total tax levy represents an increase of 0.7% over taxes extended in 2021. Final adoption of the tax levy is scheduled for the Village Board meeting of December 5, 2022.*
2. Resolution No. \_\_\_\_\_ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus two (2) 2012 Dodge Chargers, Police Training Vehicles 623 and 626 and to be sold by the Police Department.*
3. Resolution No. \_\_\_\_\_ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus miscellaneous Public Works equipment.*

# Village of Carol Stream

## BOARD MEETING

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4. Resolution No. \_\_\_\_\_, A Resolution Rescinding Resolution 3226, which authorized a Plat of Consolidation (Route 64 Plat of Consolidation) for 27W174 North Avenue and 2N441 County Farm Road, PIN #01-36-204-014 and 01-36-204-019. *The Route 64 Plat of Consolidation will not be recorded by the DuPage County Recorder's Office, so staff recommends that the Village Board adopt a Resolution Rescinding Resolution 3226.*

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

1. Recreational Cannabis Dispensary Zoning – Staff requests Village Board direction regarding zoning for recreational cannabis dispensaries in Carol Stream. *Staff received a request for Village Board reconsideration of zoning for recreational cannabis dispensary sales in Carol Stream in light of DuPage County's recent action to allow recreational cannabis dispensary sales and grow facilities along the unincorporated borders of Carol Stream.*

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

1. Regular Bills: October 18, 2022 through November 7, 2022.
2. Addendum Warrants: October 18, 2022 through November 7, 2022.

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

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

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

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

<b>LAST ORDINANCE</b>	<b>2022-10-48</b>	<b>LAST RESOLUTION</b>	<b>3280</b>
<b>NEXT ORDINANCE</b>	<b>2022-11-49</b>	<b>NEXT RESOLUTION</b>	<b>3281</b>

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

**October 17, 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, Mary Frusolone and Matt McCarthy, Village Clerk Julia Schwarze and Mayor Frank Saverino, Sr.

Absent: None

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

**ROLL CALL AND PLEDGE OF ALLEGIANCE:**

*Pack 196 Senior Webelos Scouts presented the colors and led the audience in the Pledge of Allegiance.*

**MINUTES:**

*Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the October 3, 2022 Village Board Meeting. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

**LISTENING POST:**

1. Addresses from Audience (3 Minutes) - None

**CONSENT AGENDA:**

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

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

*Nays: 0*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

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

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

*Nays: 0*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

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

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

*Nays: 0*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

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

**Request to purchase seven (7) Dodge Durango Police Vehicles from Thomas Dodge for a total cost including delivery of \$261,187:**

*The Village Board approved the purchase of seven (7) Dodge Durango police vehicles from Thomas Dodge for a total cost including delivery of \$261,187.*

**Ordinance No. 2022-10-48 Adopting Rules and Regulations of the Board of Fire and Police Commissioners:**

*The Village Board approved amendments to Chapter III, Section 4 "Order of Examinations" of the Rules and Regulations of the Board of Fire and Police Commissioners.*

**Plan Commission/Zoning Board of Appeals Reappointment:**

*The Village Board reappointed Charlie Tucek to the Plan Commission/Zoning Board of Appeals for a 5 year term expiring October 31, 2027.*

**Amplification Permit Request – Recycling Event and Holiday Tree Lighting:**

*The Village Board approved an amplification permit and waived the application fee for the Recycling Event on November 5<sup>th</sup> and Holiday Tree Lighting on December 2<sup>nd</sup> both being held at the Ross Ferraro Town Center.*

**Raffle License Application – Neighborhood Food Pantries:**

*The Village Board approved a raffle license and waived the fee and manager's fidelity bond for their "Girls Night Out" fundraiser to be held at Joe Cotton Ford on November 13, 2022.*

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

*The Village Board approved payment of Regular Bills dated October 17, 2022 in the amount of \$2,756,143.23. The Village Board approved the payment of Addendum Warrant of Bills from October 4, 2022 thru October 17, 2022 in the amount of \$693,549.05.*

**Treasurer's Report:**

*The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended September 30, 2022.*

**REPORT OF OFFICERS:**

*Trustee Berger reported his attendance at services for Erica Roberts, a long-time Carol Stream resident and a good friend; her services brought many people together with a great sense of community. Trustee Berger offered a recap of the comforting message shared by Dr. Terry Wu at the recent League of Women Voters event pertaining to the science of turning Us vs. Them into Me and You.*

*Trustee Garvey had no report.*

*Trustee Zalak thanked the Scouts from Pack 196 for doing a great job presenting the colors; wished the CERT team good luck as they compete in the Prairie State Tabletop Challenge; thanked staff for putting together an awesome first Senior Newsletter; wished everyone a Happy Halloween and reminded motorists to look out for trick-or-treaters; and asked that we keep the military and first responders in our thoughts and prayers.*

*Trustee Gieser thanked the Senior Webelos from Pack 196 for their terrific presentation of the colors and stated that he enjoyed their pre-meeting Q&A session; reported his mentorship for Girl Scout Troop 55212 in their Silver Award process; recapped the Halloween decorating contest; announced that the parade committee has started planning for 2023 with the first fundraiser at Culvers on October 25<sup>th</sup>; reminded everyone of the November 5<sup>th</sup> recycling event at Town Center; wished his son Ricky a happy 23<sup>rd</sup> birthday; and welcomed his mother-in-law Barbara as a new resident to Colony Park.*

*Trustee Frusolone thanked the Scouts and commended them on a great job presenting the colors; reminded everyone of Halloween trick-or-treating hours 3-7pm on October 31<sup>st</sup>; reminded parents to have their kids wear or carry something reflective to keep them visible to motorists; emphasized the importance of keeping our storm drains clear from leaves and debris; explained that the purchase of seven police vehicles was a planned purchase and a necessary investment; wished everyone a Happy Halloween; and explained our CERT program and the upcoming Tabletop Challenge at the College of DuPage.*

*Trustee McCarthy thanked the Scouts for presenting the colors; commended staff on the new Senior Newsletter; issued a warning to motorists to watch out for trick-or-treaters; reminded everyone to obey the crosswalks, pick up after their dogs and keep them on leash, and to keep storm drains clear; and wished everyone a Happy Halloween.*

*Assistant to the Village Manager Messino reiterated better communication as one of Administration's top goals and thanked all staff involved in creating the new Employee Newsletter and Senior Newsletter; announced details of the upcoming Pumpkin Smash and recycling event from 8-12 on Saturday November 5<sup>th</sup> and the holiday tree lighting from 6-8pm on Friday December 2<sup>nd</sup>.*

*Village Clerk Schwarze thanked the Senior Webelos for presenting the colors; issued a reminder of National School Bus Safety Week; reported the CS Panthers are seeking sponsors for their football and cheer teams; congratulated Jason Pauling and Michelle Lopez of Public Works and IT Director Talavera and IT Engineer Patel on their recent accomplishments and recognitions; announced early voting all over DuPage starts October 24<sup>th</sup>; encouraged supporting WAYS by dining to donate at Village Tavern on October 18<sup>th</sup>; and reminded everyone to shop and dine in Carol Stream.*



*Attorney Rhodes commended the Scouts on an impressive presentation of the colors; and congratulated Charlie Tucek on his reappointment to the Plan Commission/Zoning Board of Appeals.*

*Village Manager Mellor recapped the upcoming pumpkin recycling event; recognized Planning and Economic Manager Tom Farace for serving as a panelist at a recent state conference; recognized consulting engineer Christopher Burke for donating 75 trees to our village in honor of the Morton Arboretum's 100<sup>th</sup> anniversary and the 50<sup>th</sup> anniversary of the Conservation Foundation; and commended Jacobs Engineering for helping us get an energy efficiency grant of \$9,000 for reducing energy use in the Water Reclamation Center.*

*Mayor Saverino thanked Scouts Pack 196 for a wonderful job presenting the colors; thanked the Village Board for voting to reappoint Charlie Tucek to the Plan Commission/Zoning Board of Appeals; commended staff for a job well done on the first Senior Newsletter; gave an update on the Klein Creek Stabilization project; and thanked Culvers and the Village Tavern for their continual efforts to fundraise for good causes in our Village.*

*At 6:42 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: 6 Trustees Berger, Garvey, Zalak, Gieser, Frusolone and McCarthy*

*Nays: 0*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Julia Schwarze, Village Clerk

AGENDA ITEM  
C-2 11/7/22

*Mayoral Proclamation*

**WHEREAS**, Carol Stream Historical Society President Margaret Leabru was born in Berwyn, Illinois in 1957 and lived in Carol Stream for 36 years; and

**WHEREAS**, Margaret Leabru was a devoted wife to Richard and a loving mother to Elizabeth and Mary; and

**WHEREAS**, Margaret Leabru supported her community as a Girl Scout Troop Leader, youth soccer coach, school library volunteer, as treasurer for Friends of the Library, and as president of the Carol Stream Historical Society; and

**WHEREAS**, Margaret was awarded Carol Stream's Female Citizen of the Year in 2019; and

**WHEREAS**, Margaret Leabru served her community with a passion for connection as Membership Chair for St. Isidore Council of Catholic Women; and

**WHEREAS**, today we are celebrating her life and service to the Carol Stream Community; and

**WHEREAS**, the Village of Carol Stream is stronger and more connected because of the actions of Margaret Leabru.

**NOW THEREFORE BE IT PROCLAIMED** that Monday, November 7<sup>th</sup>, 2022 be

***Margaret Leabru Day in the Village of Carol Stream***

and encourage all residents and staff to celebrate the wonderful contributions Margaret has made in our community.

Signed this 7<sup>th</sup> day of November 2022

**Mayor Frank Saverino Sr.**

## **Proclamation**

### **Recognizing The Conservation Foundation's 50<sup>th</sup> Anniversary**

WHEREAS, at the time of European settlement about 13.8 million acres of Illinois were forested and 22 million acres were prairie land and now only 4.3 million acres of forest and 2,300 acres of quality prairie remain; and

WHEREAS, founded in 1972, The Conservation Foundation is one of the region's oldest and largest not-for-profit conservation organizations dedicated to preserving and restoring open space and protecting rivers and watersheds in northeastern Illinois; and

WHEREAS, The Conservation Foundation has focused on work in DuPage, Kane, Kendall and Will Counties, but has also served on significant projects in Cook, DeKalb, Grundy and LaSalle Counties over the past fifty years; and

WHEREAS, The Conservation Foundation provides staff for the DuPage River Salt Creek Workgroup and is a recognized expert and reasoned voice on conservation issues, providing leadership towards more inclusive, community-based grass roots programs and sustainability projects tailored to the needs of each community; and

WHEREAS, The Conservation Foundation has assisted the Village with educational videos, rain barrel sales, community outreach, specialized planting and restoration programs, coordinating our annual Pond & Stream Sweep; and

WHEREAS, this group has donated more than a dozen native oaks to the Village improving our ecological diversity and assisting us in reaching our goal of increased canopy by 2032.

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 does hereby proclaim

#### **Gratitude for The Conservation Foundation on their 50<sup>th</sup> Anniversary**

in Carol Stream and invite our residents to view their many educational and support resources found at [theconservationfoundation.org](http://theconservationfoundation.org).

PROCLAIMED this 7<sup>th</sup> DAY of November 2022.

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Frank Saverino Sr. - Mayor

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Julia Schwarze, Village Clerk

**PROCLAMATION**

**Designating November 26, 2022 as Small Business Saturday**

WHEREAS, the Village of Carol Stream celebrates our local small businesses and the contributions they make to our community; and

WHEREAS, small businesses employ 47.3% of employees in the private sector in the United States, and

WHEREAS, 96% of consumers who shopped on Small Business Saturday® agree that shopping at small, independently-owned businesses supports their commitment to making purchases that have a positive social, economic, and environmental impact and 97% of consumers who shopped on Small Business Saturday agree that small businesses are essential to their community; and

WHEREAS, 95% of consumers who shopped on Small Business Saturday reported the day makes them want to shop or eat at small, independently-owned businesses all year long, not just during the holiday season; and

WHEREAS, the Village of Carol Stream supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

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 does hereby designate

**November 26, 2022 as Small Business Saturday**

In Carol Stream and encourages residents to support small businesses and merchants on Small Business Saturday and throughout the year.

PROCLAIMED this 7<sup>th</sup> DAY of NOVEMBER 2022.

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Frank Saverino Sr. - Mayor

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Julia Schwarze, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Bob Mellor, Village Manager  
**FROM:** Jon Batek, Finance Director  
**DATE:** October 26, 2022  
**RE:** **Police Pension Fund Municipal Compliance Report**

Attached is the annual compliance report which was approved by the Police Pension Board at their meeting on October 17, 2022. This report and its contents are required annual disclosures to the Village Board as identified in Public Act 95-0950.

Most of the contents of this report were drawn from the Village's Comprehensive Annual Financial Report for the year ended April 30, 2022 and the most recently completed actuarial valuation of the fund as of May 1, 2022. This item should be placed on an upcoming Village Board agenda for receipt.

THE VILLAGE OF CAROL STREAM,  
ILLINOIS  
POLICE PENSION FUND  

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PUBLIC ACT 95-0950  
MUNICIPAL COMPLIANCE REPORT

FOR THE FISCAL YEAR ENDED  
APRIL 30, 2022



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

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October 11, 2022

Members of the Pension Board of Trustees  
Carol Stream Police Pension Fund  
Carol Stream, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Carol Stream Police Pension Fund for the fiscal year ended April 30, 2022. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

*Lauterbach & Amen, LLP*

LAUTERBACH & AMEN, LLP

**THE VILLAGE OF CAROL STREAM, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2022**

The Pension Board certifies to the Board of Trustees of the Village of Carol Stream, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$61,719.002</u>	<u>\$64,799,165</u>
Total Net Position	<u>\$61,714,732</u>	<u>\$64,788,265</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$669,300</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$4,166,000</u>
Municipal Contribution	<u>\$3,285,332</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$5,306,400</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contribution	<u>\$3,285,332</u>
Alternative Municipal Contribution	<u>\$2,632,704</u>



**THE VILLAGE OF CAROL STREAM, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2022**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Net Income Received from Investment of Assets	<u>(\$2,629,323)</u>	<u>\$12,015,209</u>
Assumed Investment Return		
Illinois Department of Insurance	<u>N/A</u>	<u>6.50%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>6.75%</u>	<u>7.00%</u>
Actual Investment Return	<u>(4.16)%</u>	<u>20.41%</u>

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	<u>64</u>
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- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	<u>Number of</u>	<u>Total Amount Disbursed</u>
(i) Regular Retirement Pension	<u>42</u>	<u>\$3,723,214</u>
(ii) Disability Pension	<u>1</u>	<u>\$39,733</u>
(iii) Survivors and Child Benefits	<u>2</u>	<u>\$166,844</u>
Totals	<u>45</u>	<u>\$3,929,791</u>

**THE VILLAGE OF CAROL STREAM, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2022**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>63.02%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>66.79%</u>	<u>64.97%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:  
Unfunded Liability:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$31,211,439</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE  
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this 17<sup>th</sup> day of October, 2022

President Carol Cadle Date 10/17/22

Secretary [Signature] Date 10/17/22

**THE VILLAGE OF CAROL STREAM, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2022**

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**INDEX OF ASSUMPTIONS**

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2022 and 2021.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2022 and 2021.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2022 plus 3.25% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2022, times 6.75% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

Municipal Contributions - Recommended Tax Levy Requirement as Reported by Lauterbach & Amen, LLP, Actuarial Valuation for the Year Ended April 30, 2022.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2022, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2022 Actuarial Valuation available at the time of this report.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2022 Actuarial Valuation.

Alternative Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2022 Actuarial Valuation.

**THE VILLAGE OF CAROL STREAM, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2022**

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INDEX OF ASSUMPTIONS

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2022 and 2021.

Assumed Investment Return:

Illinois Department of Insurance - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2021 Actuarial Valuation. No April 30, 2022 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Years Ended April 30, 2022 and 2021 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2022 and 2021.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2022 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2022 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE VILLAGE OF CAROL STREAM, ILLINOIS  
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report  
For the Fiscal Year Ending April 30, 2022**

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INDEX OF ASSUMPTIONS

7) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2021 Actuarial Valuation. No April 30, 2022 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2022 and 2021 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2022 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2022 Actuarial Valuation.

*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: November 1, 2022  
RE: Presentation of 2022 - 2023 Snow and Ice Control Plan

The Public Works Department has prepared the attached Snow and Ice Plan for the 2022 – 2023 winter season. The attached document provides general information about the plan, including strategies and tactics employed and the resources assigned. The plan also includes a review of related policies and resident advisories adopted by the Village in prior years. The attached plan maintains the same general approach to snow and ice removal as the prior year. In addition, both the Park District and School District will remain as partners in the walking path snow clearing effort serving students walking to and from Glenbard North High School.

Staff will not make a formal presentation on the plan at the November 7 Village Board meeting, but will be available to answer any questions. We would like to offer a short presentation to the Village Board with regard to efforts made over the past several months to further reduce the use of salt during operations. As you know, salt used in snow operations mostly ends up in the creeks and waterways and has a negative impact on aquatic life and vegetation. The creativity and perseverance of operations and management staff over the past several months has resulted in innovations to address reliability issues related to salt spreading equipment.

Please include the attached plan on the regular Board meeting agenda for November 7 to be received by the Village Board. Staff will be prepared to answer any questions they may have. Following receipt by the Village Board the plan will be made available on the Village's website.

Attachment

# SNOW & ICE CONTROL PLAN 2022 - 2023

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## VILLAGE OF CAROL STREAM DEPARTMENT OF PUBLIC WORKS

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Phil Modaff  
Dir. of Public Works

Ron Roehn  
Supt. of Operations

Jason Pauling  
Street Supervisor

**THIS PLAN HAS BEEN DEVELOPED WITH A FOCUS ON TIMELY AND EFFECTIVE SERVICE DELIVERY AND AN EXPANDED FOCUS ON ENHANCING EFFICIENCY IN THE USE OF CHLORIDES TO FURTHER REDUCE THE NEGATIVE IMPACTS ON AQUATIC LIFE AND INFRASTRUCTURE**

Village of Carol Stream  
Department of Public Works  
2022 – 2023 Snow & Ice Control Plan

---

This plan is designed to support an “open-road” policy, which is intended to make all streets (220 lane miles and over 300 courts) passable no more than eight hours after the last snowflake falls in any event. In order to achieve this policy, the Street Supervisor, in consultation with the Superintendent of Operations and the Director of Public Works, will be responsible for authorizing and assigning the following resources:

- **Supervisory staff** will monitor weather forecasts and conditions, as well as pavement temperature data via a weather service (available remotely) that will deliver virtual pavement data from one central location. Staff will also monitor various live security cameras and stay in contact with Police personnel during off-hours in order to gather information on road conditions in order to make timely and effective deployment decisions.
- **In-house personnel** will be placed into service before contractors are called upon. When conditions and/or forecasts indicate the need for additional resources, contracted personnel and equipment will be used to supplement in-house resources. Agreements have been signed with three qualified contractors detailing responsibility, securing insurance and acknowledging pay rates for a variety of equipment.

Once roads are made passable, resources will be strategically assigned and scheduled to fully open roads from curb-to-curb, with more consideration to other factors such as overtime, use of contractors, and employee fatigue.



**Trucks working in tandem provide more immediate impact**



## Preventing and Combating Accumulation of Snow Pack and Ice on Pavement

The Department employs several strategies to fight snow pack and ice accumulation:

- **Anti-Icing** is applied to pavement to prevent the early development of ice patches, to reduce the formation of snow-pack and to create conditions which promote the build up of slush once snow has started to accumulate. The department's anti-icing production capability was increased with the purchase of a brine-making system in 2013; additional storage capacity (2,500 gallons) was added in 2019. Increased production and storage have allowed for an expanded use of brine prior to an event. Five vehicles (including a UTV) are outfitted with anti-icing equipment to allow for broad coverage of the street network in advance of a storm. The UTV-mounted unit is used to apply anti-icing product on Village properties, including the sidewalks in the Glenbard North walking path area. Anti-icing will be deployed via two strategies depending on conditions:
  1. When there are two days' notice prior to a predicted event crews will apply brine on the entire Village street network.
  2. When less time is available before an event, crews will spread brine on as many streets as possible, starting with pre-established priorities (main thoroughfares, school zones, curves, hills, and others with a higher incidence of accidents).



**Five anti-icing units can be deployed – four on roadways and the newest UTV unit for sidewalks and Village properties**

- **De-icing** is performed when ice has formed and/or when snowpack is present. Occasionally, conditions allow spot locations of ice to form, and crews may use salt, salt brine, organics, or a combination of these materials to melt the ice as weather and road conditions demand. In an effort to meet regulatory agency demands to reduce chloride levels in local waterways, **road salt** is conservatively applied based upon a variety of factors as assessed by the Street Supervisor, in consultation with the Superintendent of Operations. Typically, this means that salt will be used sparingly during initial plowing operations or only widely broadcast during the final pass during plow operations (except on the main roadways where salt will be applied as needed).

Depending on the duration of the snow (longer events), the Supervisor may direct operators to trickle salt on the road crown during the first pass in their routes. The salt, treated at the spinner with a liquid brine solution and organic material, is spread from plow trucks at a pre-determined rate (lbs./lane mile) based upon a variety of factors including: pavement temperatures, dew point, wind, sunshine, humidity and consistency of the snow. Salt will also be routinely spread on courts, but at a lesser rate than on other streets. However, **additional salt may be used during an ice storm, if warranted**, based upon forecast conditions or observations of pavement conditions by operations or police department staff.

- In winter 2019-20 a pilot program was undertaken in Zone 2 to test (under appropriate conditions) use of strictly liquid de-icing materials in place of salt. The positive results of that pilot program encouraged the use, expansion and continued evaluation of this strategy in the coming season. The factors considered when determining if this strategy is deployed include: pavement temperature, air temperature, moisture content, time of day, precipitation type and rate of accumulation. The intent of the continued pilot program is to determine if widespread use of all liquid de-icing can provide a desired level of service while reducing use of chlorides.



**Liquid-only de-icing in residential area**

## Assignment of Resources

For purposes of effectively deploying vehicles and personnel, the Village's street system has been divided into sixteen zones. Attached is a map which depicts the various zones, developed to make best use of available resources and to deliver timely and effective plowing throughout the community.

- Within most of the zones some streets may be classified as “arterials” or “mains”, based upon their size and/or traffic volume. These arterials and mains are actually treated as one zone (Zone #16), with three large dump trucks and a small dump truck assigned specifically to work these streets throughout a snow event.<sup>1</sup> The remainder of the streets are handled by in-house resources, with the exception of courts, which are assigned to contractors.
- Equipment and personnel are assigned to each zone so that work in all zones can begin at roughly the same time, rather than prioritizing one zone over another.<sup>2</sup>
- The department has adopted a deployment plan to immediately and strategically make use of every vehicle when it initially leaves the Public Works Center at the start of operations. Vehicles are assigned a route to plow on the way to their plowing zone, which results in a quicker impact on many of the main streets.
- Another recent feature is the assignment of a Supervisor to inspect and track the performance of contractors working in the courts. Staff recognized that the largest number of resident complaints originated in the courts. Assigning a Supervisor to oversee contractor work in these areas is intended to improve the quality of service and better track contractor expenses.

## Snow Plowing

The Village has a variety of in-house equipment assigned to plowing duties. Below are examples of the typical equipment used in each zone:



**Large Dump Truck**

---

<sup>1</sup> Some other roadways in the Village are under the jurisdiction of State, County or Township agencies, including: North Avenue, County Farm Road, St. Charles Road, Schmale Road, Gary Avenue and Army Trail Road.

<sup>2</sup> Under very heavy snow conditions, or reduced staffing, resources will first be concentrated on mains and arterials.



**Six-wheel Dump Truck**



**Small Dump Truck**



**Wheeled Loader**

## General Policies

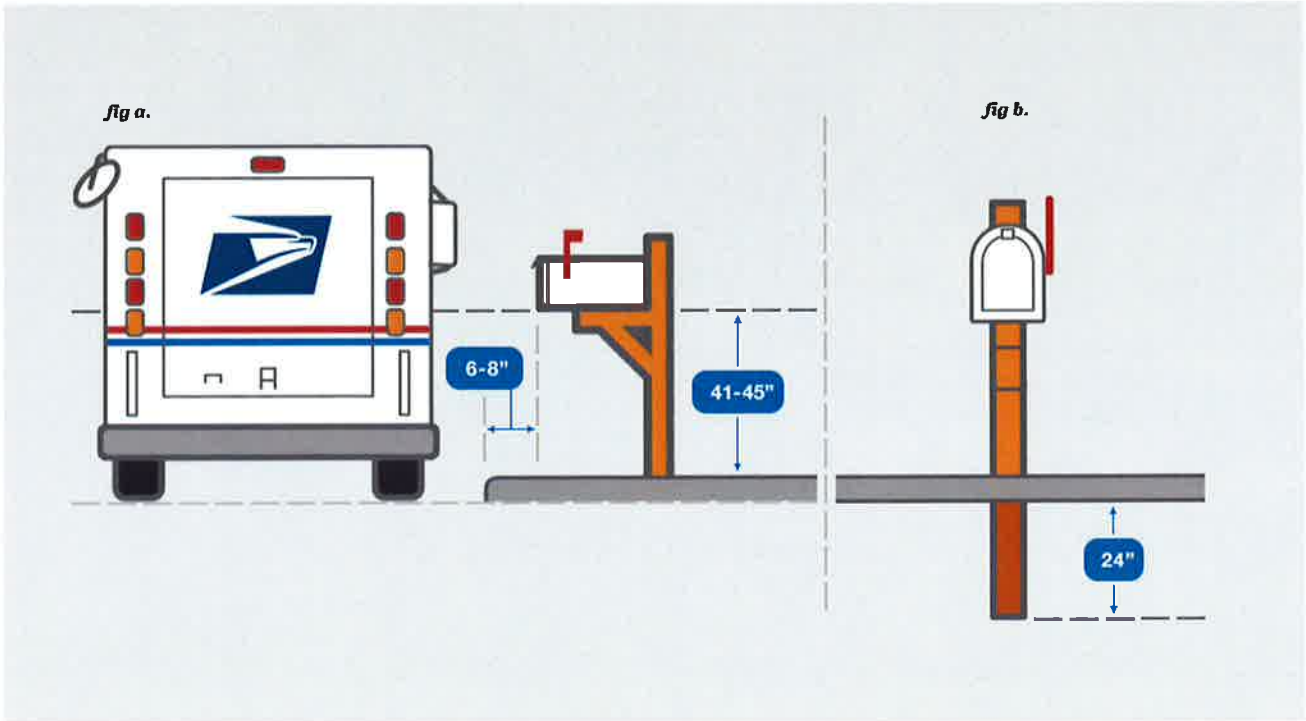
Over the years the Village has adopted a number of policies in order to support the effective removal of snow from the streets. Below is a summary of those policies currently in place:

1. **SIDEWALKS** - As a general rule, sidewalks will not be plowed by the Village, including those in the area of schools. Property owners are strongly encouraged to shovel snow from walks adjacent to their property.
  - a. Glenbard North School Walking Path Program: beginning in 2015-16, the Village partnered with Glenbard North High School and the Carol Stream Park District to clear main walking paths serving the high school. Specifically, a contractor has been engaged to provide the following services:
    - 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).
- Application of a snow and ice-melting agent (to be provided by the Village) in the same areas as identified above.
- 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 when:
  - 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)

Public Works staff will anti-ice the sidewalks with the UTV-mounted equipment, and continue to anti-ice the bike path with a pick-up truck-mounted unit.

2. **PARKING** - By ordinance, parking is not allowed on streets following a 1-inch snowfall. Public Works and Police staff will coordinate efforts to enforce this ordinance.
3. **STREET STATUS** - The Village will plow all streets, regardless of their acceptance status (i.e. – new developments with public improvements).
4. **FIRE HYDRANTS** - Residents are encouraged to remove snow from around fire hydrants adjacent to their property.
5. **GARBAGE** - On garbage collection days, residents are requested to place garbage containers in their driveways, not on the street or close to the curb. The Village will not reimburse residents for damage to garbage containers placed too close to the street.
6. **PROHIBITED** - All property owners are prohibited by Ordinance from depositing snow in the street when cleaning their driveways.
7. **MAILBOXES** - The Village will replace properly installed mailboxes damaged by direct contact with snowplows. However, mailboxes suffering damage due to improper installation (placed too close to curb) or due to deteriorated support (rotting wood, rusted metal, etc.) will not be the responsibility of the Village. In addition, the Village will not be responsible for mailboxes that may have suffered damage from snow flying off a plow. (See **attached for USPS mail box installation specifications**).



**Mailbox Specifications**



*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: November 1, 2022  
RE: WRC Annual Report and Financial Reconciliation for Period Ending April 30, 2022

The Village's Water Reclamation Center (WRC) is operated under contract by Jacobs. Each year they are required to submit an Annual Operating Report as well as reconcile any payments due to or from the Village for various expense categories that are subject to a rebate or additional costs. The contract provides the following:

- Repairs - the Village is responsible for 100% of expenses that exceed the Repairs limit.
- Utilities/Solids/Labor & Benefits - the operator is responsible for any amounts that exceed the aggregate established limits for these cost centers. If actual costs come under the aggregate limit amount for these costs centers, that savings is shared 50/50 between the Village and the operator.

Based on the formula for annual reconciliation in the operating contract WRC, Jacobs submitted a rebate payment in August 2022 in the amount of \$54,404.23 for the contract period ending April 30, 2022.

Jacobs Project Manager Andy Warmus will be in attendance at the November 7, 2022, Village Board meeting to present the attached WRC Annual Report and answer any questions from the Board.

Attachment





**Operations Management and Facilities Services**  
2020-2022 Annual Report

## **Carol Stream, Illinois**

**Jacobs**

**Challenging today.  
Reinventing tomorrow.**

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## Building on 25 years of success: A message from Project Manager Andy Warmus

April 30, 2022, marked the closing of our 25<sup>th</sup> contract year (CY) with the Village of Carol Stream—we believe this long-standing relationship is a testament to both the Village's and Jacobs' dedication to provide top-notch wastewater service to your residents. I would like to take a moment to personally thank you for putting your trust in us to treat your wastewater.

2021 was an important year for us both. I officially took on the project manager role. While I may be new to Jacobs, my three decades of experience in the industry have provided continuity of your facility's operation and maintenance (O&M). I look forward to working with my staff and helping them to grow their careers in this industry.

Carol Stream may have a small onsite staff. However, with Jacobs as your O&M partner, you gain access to 55,000 professionals worldwide. Being able to tap resources to support and enhance our team has enabled me to focus more time developing my staff and spending more time on contract deliverables. In fact, from 2020-2022, we logged 2,530 additional hours of support from regional specialists at no additional cost to the Village.

As always, we emphasize safety and promote safe behavior among our team members. As a result, we are proud to report we have worked more than 2,800 days without a recordable injury. This is a demonstration of our company's and employees' dedication to keep each other safe on the job.

One of our big projects included applying technological advancements to the facility, including implementing Hach real-time controls, updating the supervisory control and data acquisition (SCADA) system and applying Jacobs' ionCity digital platform to our everyday functions.

Our plans looking ahead to CY26 include working on the dewatering improvements project to save energy and curb costs, reconstructing new headworks, completing diffuser replacement in all six aeration basins and four digesters and replacing the chemical sodium hypochlorite bulk tanks.

On behalf of our entire Jacobs team that supports the community of Carol Stream, thank you for the opportunity to continue providing our professional services for the residents, businesses and industry. It is our honor and privilege.

Sincerely,



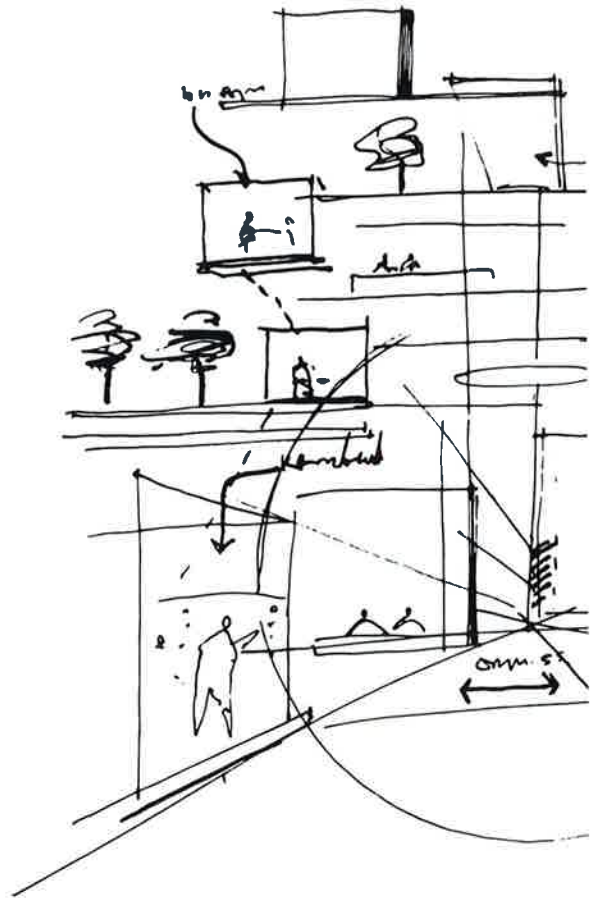
Andy Warmus  
Project Manager

## A 25-year partnership and commitment

For the past 25 years, Jacobs and the Village of Carol Stream have collaborated to improve wastewater treatment operations, keeping our community safe and clean. We've built many relationships and friendships during this time and hope to continue on this trajectory for years to come. Some of the most notable projects we've recently completed included:

- Updating the facility's SCADA system
- Updating the Village's Capital Improvement Plan
- Performing the Phosphorus Optimization and Treatment Feasibility study
- Partnering with Commonwealth Edison to create a pollinator field where the now demolished older facility once stood

We also are looking forward to bidding on the headworks replacement program in the coming year.



# Our team

Our team operates the Village's 6.5-million-gallon-per-day (mgd) Water Reclamation Center (WRC) 7 days a week, 24 hours per day in addition to successfully running the industrial pretreatment program (IPP). Our management team has nearly 47 combined years of water and wastewater utilities experience to the Village and residents of Carol Stream. Jacobs' delivery starts at the top of our team with Project Manager Andy Warmus.

## Staffing changes

Staffing was one of the primary changes for 2021. Jacobs promoted former Carol Stream Project Manager Nick Lenzi to geographical manager of operations and promoted Andy Warmus from assistant project manager to the new Carol Stream project manager. Nick continues to work closely with Andy to ensure a smooth transition.

Additionally, Andy Leibmann, mechanic specialist, retired after several years with Jacobs, and Lead Operator Jonathan Pineda replaced Andrew Askeland (operator-in-training) after his departure. We currently are looking to fill two positions and hope to have dedicated professionals in these roles by the end of 2022.

## New leadership

### PROJECT MANAGER ANDY WARMUS

Andy has 33 years of experience in the industry and holds both Class I Wastewater and Class A Water licenses. He is active in several water and wastewater organizations, namely Fox Valley Operators Association (FVOA), Illinois Association of Water Pollution Control Operators (IAWPCO), Illinois Water

Environment Association (IWEA) and Central States Water Environment Association (CSWEA). He assumed the role of President of the FVOA for 2019. Outside of work, Andy enjoys traveling and woodworking with reclaimed wood.

## Employee retention

Jacobs invests in our people. We can provide the resources and training to develop quality water and wastewater professionals. Retention of productive O&M professionals is a key priority at Jacobs and one of our main goals at Carol Stream. It is more efficient to retain a quality staff member than to recruit, train and orient a replacement of the same quality.

Over the past five years, Carol Stream has achieved excellent staff retention by establishing defined career paths for employees. By outlining a career path for each of our employees, we are setting professional development and performance goals for our staff that has effectively contributed to reducing turnover.

Jacobs is proud to have talented people working for Carol Stream. Many of these professionals have spent most of their careers living and working in Illinois, implementing the many management systems and practices needed to support the Village.

Exhibit 1 shows our project staff, years of experience and any licenses and/or certifications they hold.

Our Carol Steam team brings the Village nearly **85 years** of combined experience.

### Exhibit 1

Our experienced and knowledgeable team

Name and title	Years of experience	Licenses/Certifications
Andy Warmus Project Manager	33	Class 1 wastewater and Class A water licenses
Susan Ruta Laboratory Supervisor and IPP Coordinator	29	Class 1 wastewater license, Occupational Safety and Health Administration (OSHA) 30 certification
Chad Askeland Maintenance Supervisor	4	Certified Maintenance Reliability Technician (CMRT), Asset Reliability Practitioner (ARP) 1, Certified Rigger Level 1, Class 4 wastewater
Jonathan Pineda Lead Operator	7	Class 1 wastewater license
William King Operator	12	

# Our team

## Increased certifications and licenses

Maintenance Supervisor Chad Askeland obtained his Class 4 wastewater license with the Illinois Environmental Protection Agency (IEPA).

## Training

Training and continuous improvement are integral to Jacobs' approach to caring for and developing our people, so they can provide the best service to the Village. Jacobs provides regular training to staff in the areas of leadership, project management, health and safety, financial management, compliance, sustainability, technical best practices and innovation, communications, reporting and employee growth and development.

We supply our team with the training and tools they need to obtain and maintain the required Illinois certifications for water reclamation-related operations.

In addition, at Jacobs, managers and supervisors are encouraged to continue their professional development. Leaders and high-potential staff participate in quality and leadership training each year. They are also encouraged to join local and regional industry organizations. Team members in Carol Stream are members of the following organizations:

- American Water Works Association (AWWA)
- FVOA
- Water Otter

Our team also attended Jacobs' internal training programs, and several vendors have offered training on pump repair, use of probes and electrodes and cardiopulmonary resuscitation (CPR).

Training during the past two years included:

- Fire extinguisher
- Laboratory safety
- Disinfection start-up
- Personal protective equipment
- Forklift safety
- COVID-19
- Chlorine training
- Workplace harassment
- Fatigue
- Inclusion
- Confined space entry
- Accident prevention plan
- Lockout tagout
- Reporting and compliance
- Trenching and Shoring
- Cyber security
- CPR/first aid
- Spill response
- Active shooter
- Hearing conservation
- Electrical
- Bloodborne pathogens
- Ethics and quality training
- Program of sustainability
- Fall protection
- Pump repair
- Motors and drives
- Gas detection and monitoring
- Pollutants of concern
- Pulsed aeration

### FIRE EXTINGUISHER TRAINING

Our team was very excited to welcome the Carol Stream Fire Protection District onsite. The fire department provided a fire extinguisher simulator training to the team where our people had the chance to operate a fire extinguisher (pull the pin, aim and spray) at a digital monitor. This in-person, realistic training drove high engagement while promoting proper technique.



Fire extinguisher training.

# Technology and innovation

Former project manager Nick Lenzi worked hard to make Carol Stream one of the most technology-driven and innovative O&M projects in the Jacobs repertoire.

## ionCity

The Jacobs Carol Stream team is applying technological advances when it comes to job planning and safety. We recently implemented a system called ionCity. ionCity engages employees and is used as a safety platform to conduct electronic pre-task plans (e-PTPs), weekly safety inspections, facility and vehicle inspections, BeyondZero™ Observations and near-miss reporting for review. ionCity can also be used for planning by helping projects keep track of their deliverables, create work orders, keep track of maintenance and financial information and measure key performance indicators (KPIs). With this technology we can keep our employees safe by identifying hazards prior to each job task and plan more efficiently.

## Microsoft Teams

Microsoft Teams has allowed our Jacobs team to centralize communication. It is used to update the team, share documents, review and sign off on plans and now create entries in a digital logbook. Utilizing Microsoft Forms, operators can easily submit an entry from anywhere using any smart phone or tablet. The entries are automatically posted to a Teams channel via PowerAutomate for easy viewing of recent entries.

Carol Stream has further used Teams for data sharing. Lab results are entered in forms, logged in a database and then automatically sent as a message for everyone to see (this includes the onsite staff as well as regional support). This program has cultivated a space for the two parties to communicate and work together.

## Supervisory control and data acquisition optimization

We are pleased to report that our Jacobs team updated the entire SCADA system, including the hardware, software and screen development. The SCADA system is integral to plant operation and optimizes processes and functionality. SCADA controls data gathering in real time from remote locations to control equipment and conditions.

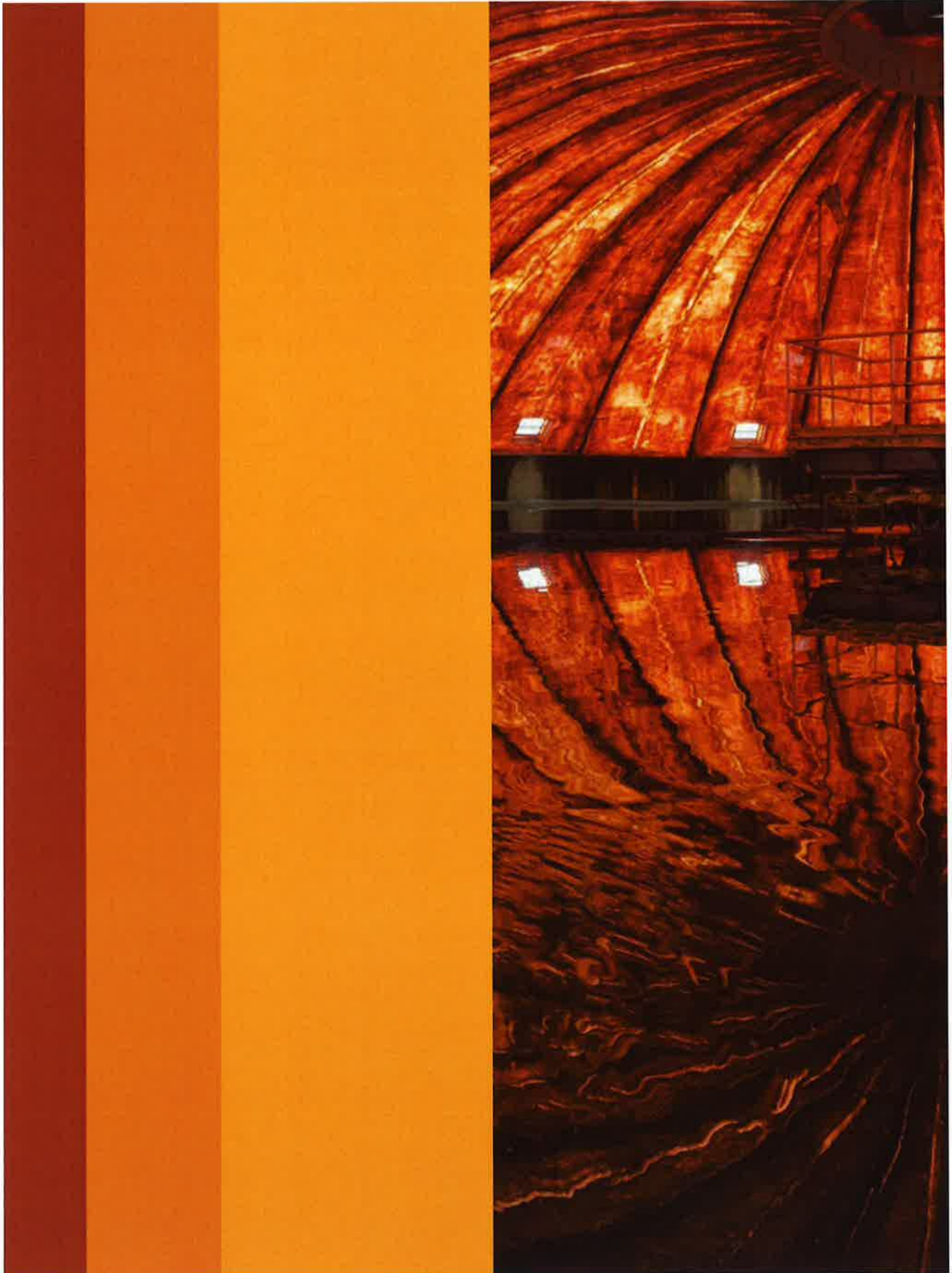
## Hach real-time controls

"Hach's real-time controls (RTCs) solutions are complete off-the-shelf systems that adjust treatment processes in real time, keeping your facility compliant while reducing treatment costs," simplifying processes and creating substantial chemical savings.

Carol Stream procured and successfully implemented Hach's RTC on its disinfection team. The RTC is a SCADA overlay, which applies advanced algorithms to determine chemical dosage. Thanks to a successful integration, the RTC unit then tells SCADA pump speeds. An early study shows savings of roughly 25% on sodium hypochlorite and 45% on sodium bisulfite (SBS). With inflated chemical costs this solution has potentially saved Carol Stream \$15-20,000 in Hypo, and \$20-25,000 in SBS in one year. At a total cost of \$25,000, this investment repaid itself back in one disinfection season and will continue to produce savings year over year.







# Value-add

## Capital Improvement Plans

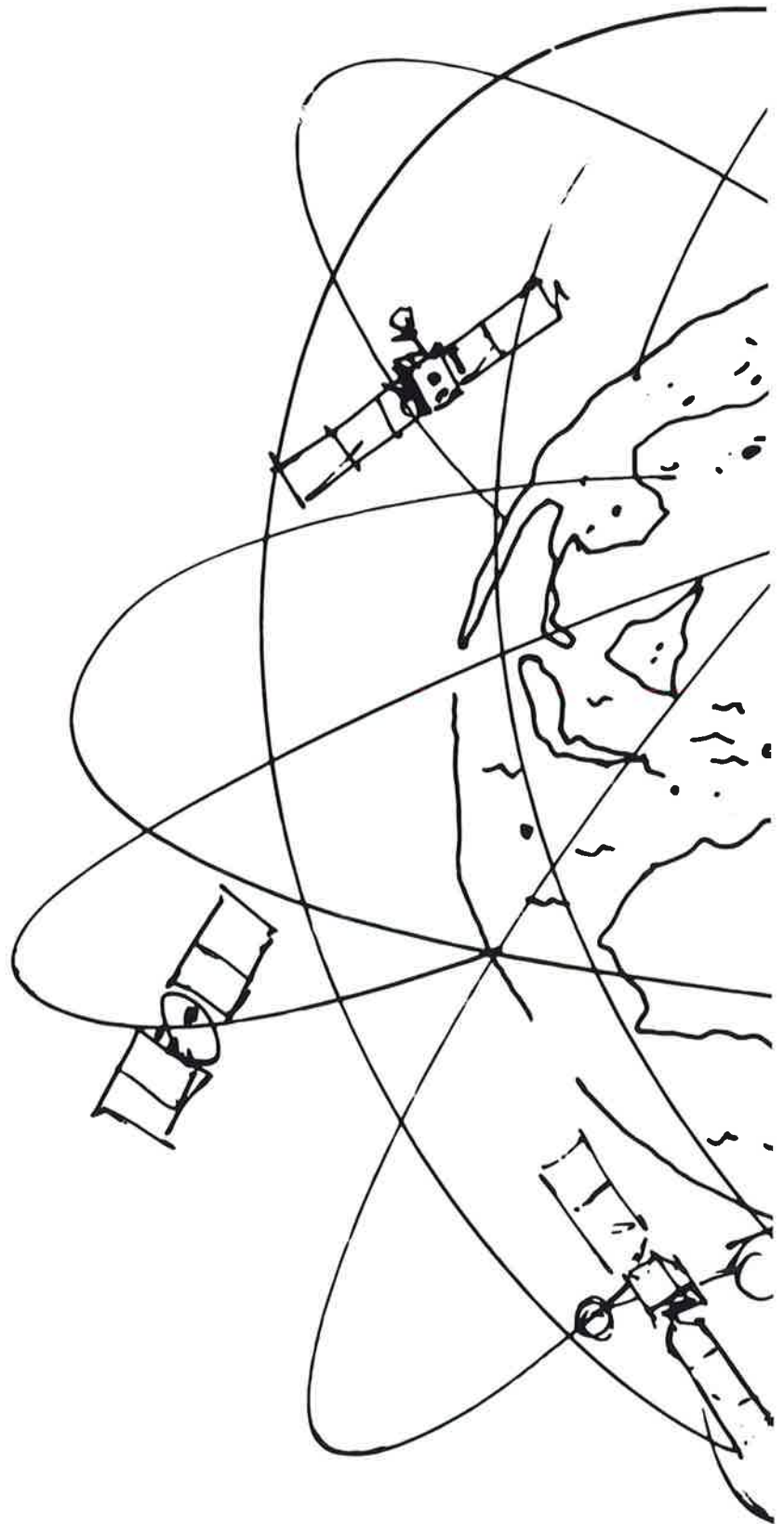
Capital Improvement Plans (CIPs) are a permanent structural update or repair to a property that increases its overall value and sustainability. Jacobs Resident Engineer and CIP Project Manager Stephen Kasle works with our various trades—including electrical, mechanical, civil and structural engineers—to coordinate design, procurement, construction, commissioning and closeout of assigned CIPs.

## COVID-19 sampling

Arizona State University (ASU) reached out to our Carol Stream worksite, along with other Jacobs wastewater treatment plant (WWTP) locations, to see if our team could provide samples to help trace COVID-19 levels as part of a Centers for Disease Control and Prevention (CDC) study the university started.

Since 2020, Laboratory Supervisor and IPP Coordinator Sue Ruta has sent influent samples twice a month to ASU, and they tabulate trends to our wastestream, sending our team charts once a month. Twice a week, Sue sends samples to the University of Chicago to help track COVID-19 levels as a way to predict and provide advanced notification of increased levels.

At the national level, Jacobs was recognized by the U.S. Conference of Mayors for our work on virus tracing throughout the U.S. Since Jacobs is an industry-leader in wastewater utility operations, we coordinated with 30 other utilities across the nation to test for virus concentrations to support studies conducted by ASU.



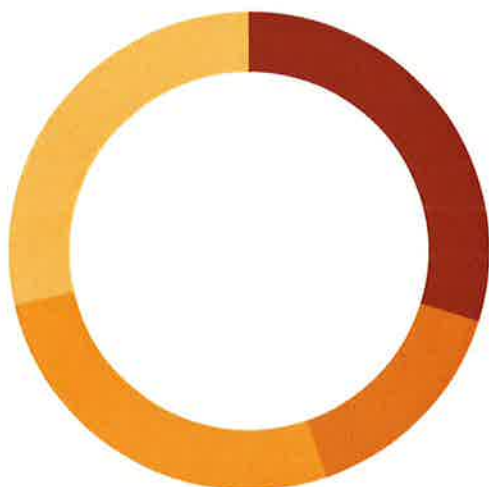
# Access to regional and nationwide support resources

Having Jacobs—a global company with 55,000 employees—as a partner and extension of the Village has many advantages, including the access to thousands of professionals specializing in a wide range of areas. The Village has access to these specialty resources that represent considerable cost-savings to the Village and the residents of Carol Stream. A total of 874 labor hours were logged in 2020 and 1,656 labor hours in 2021 in areas including regulatory compliance, industrial pretreatment, safety operations and maintenance, procurement and asset management. Jacobs’ technical, operations and business resources support efficiency and success at Carol Stream.

For example, Regional Technical Specialist EJ Hindy provided process control and assistance with our Hach WIMS database. When the project site experienced treatment issues causing an increase in chemical usage and lower effluent quality, the team and EJ talked and worked through the root cause. They discovered the diffuser air system was to blame. As a result, the Village and Jacobs staff agreed that fixing the diffuser grid was a high-priority repair. EJ provided his technical expertise—at no cost to the Village.

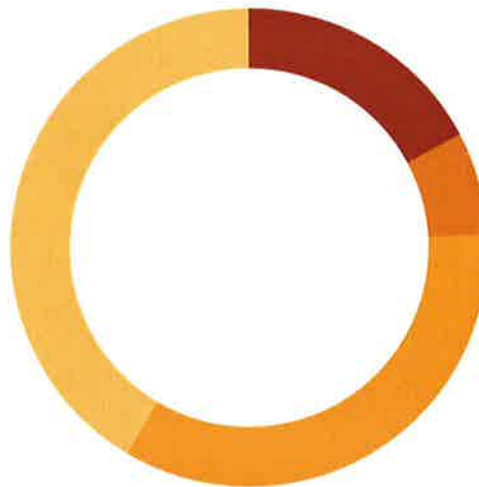
Exhibits 2 and 3 display the regional support our Carol Stream team received in CY23 and CY24.

**Exhibit 2**  
2020-2021 regional support breakdown by discipline



- Safety & compliance
- Procurement
- O&M technical support
- Business systems

**Exhibit 3**  
2021-2022 regional support breakdown by discipline



- Safety & compliance
- Procurement
- O&M technical support
- Business systems

## Hach WIMS system— what is it?

This database serves as a repository for all facility operational and compliance data. Information from the field and the laboratory are entered into the database and from this single data source, our team can make process calculations, generate regulatory reports and create graphs and tables revealing status trends in our operations. Data is then analyzed and measured how closely we are achieving plant-specific process performance targets. The objective is to have our team run the WWTP, not the WWTP run them.

This is the largest, and perhaps, the only companywide process control monitoring system in the U.S., according to Hach, which was instrumental in our development of this unique system. Once a week, scores are calculated and measured on how close each team is to achieving controllable process targets using the process and compliance data recorded in Hach WIMS. Rollup reports are automatically sent to project staff, Jacobs regional process and management teams and Jacobs O&M senior leadership. Direct access to the data management software allows the Village to “mine” the database for specific data, as desired. Periodic reports will also provide the Village with a quick summary of how the facilities are performing with regard to the discharge permits and how individual processes are performing.

The Carol Stream team received a total of **2,530 hours** of regional support from our greater Jacobs community (2020-2022) at **no additional cost** to the Village.

**Operations support and optimization.** Process control and troubleshooting, repairs, performance testing, quality management and system improvement. Adjustments and improvements that reduce variable costs, benchmarking against a database of more than 100 similar facilities and developing/communicating process data for client review and input.

**Information systems.** Support for maintenance data management, treatment process control systems and performance trending.

**Maintenance and asset management.** Condition assessments using proprietary software; determining facility asset operating longevity, life-cycle cost and risk; and estimating repair and replacement costs and capital replacement costs.

**Safety.** Safety training, job safety analysis, performance data tracking and regulatory reporting.

**Financial, management and business systems.** Analysts, project controls personnel and contracts and financial specialists help maintain cost stability, support financial data management and reporting, assess operating risk and develop operating budgets.

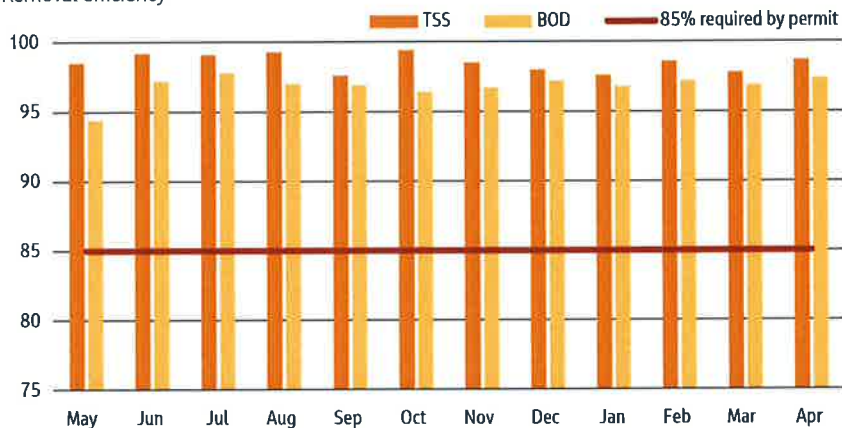
**Compliance.** Regulatory compliance specialists assess permits and help with permit renewal, assist with compliance plans and address compliance and regulatory challenges.

# Operations and maintenance

The Carol Stream WRC is a conventional activated sludge plant permitted to treat 6.5 mgd average daily flow. The facility is equipped with an automatic dialing alarm SCADA system to notify plant personnel of any emergencies. Exhibits 4-6 display our removal efficiency and biochemical oxygen demand (BOD) and total suspended solids (TSS) concentrations.

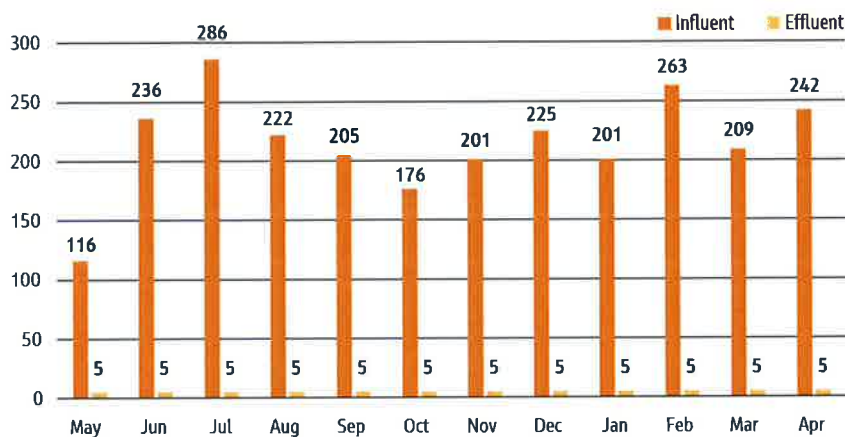
**Exhibit 4**

Removal efficiency



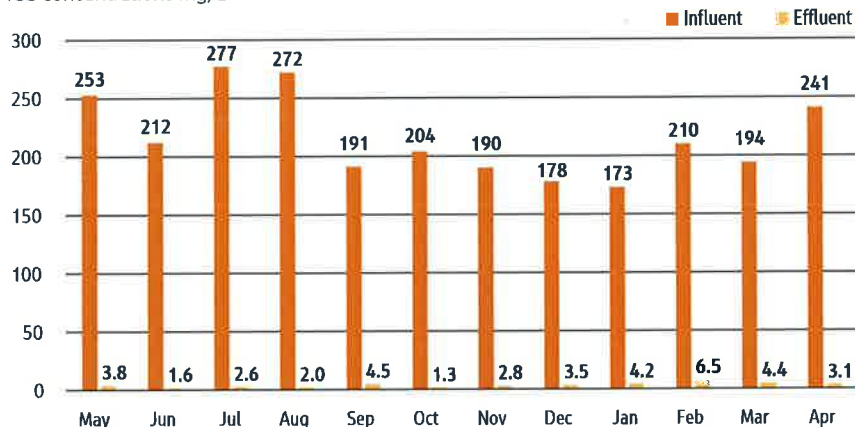
**Exhibit 5**

BOD concentration milligrams per liter (mg/L)



**Exhibit 6**

TSS concentrations mg/L

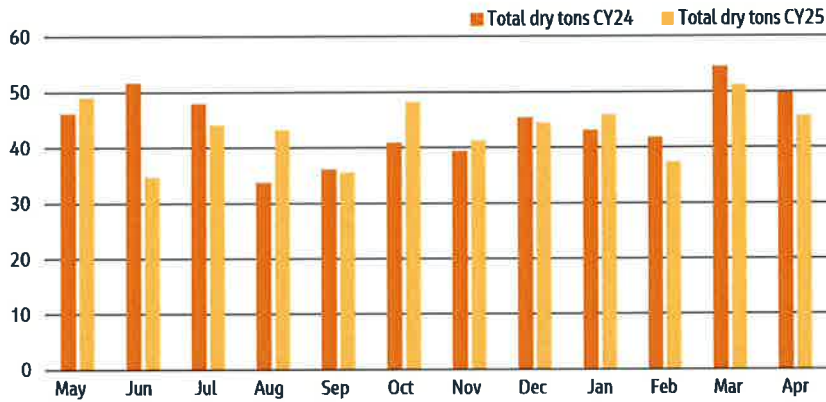


## Solids handling

We operate our biosolids treatment processes to reduce volume, facilitate handling and transport, destroy pathogens and control odor. Through plant optimization, sludge is being produced using less polymer. Exhibits 7-10 display our total dry tons produced, gallons of polymer used, dry tons per box and gallons of polymer per dry ton.

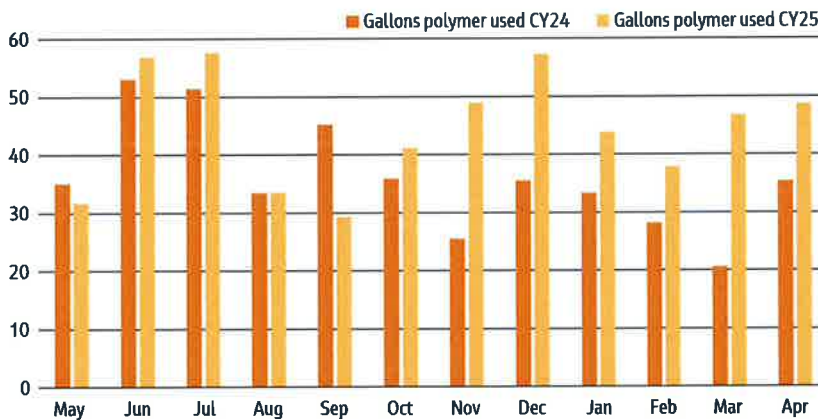
### Exhibit 7

Total dry tons produced



### Exhibit 8

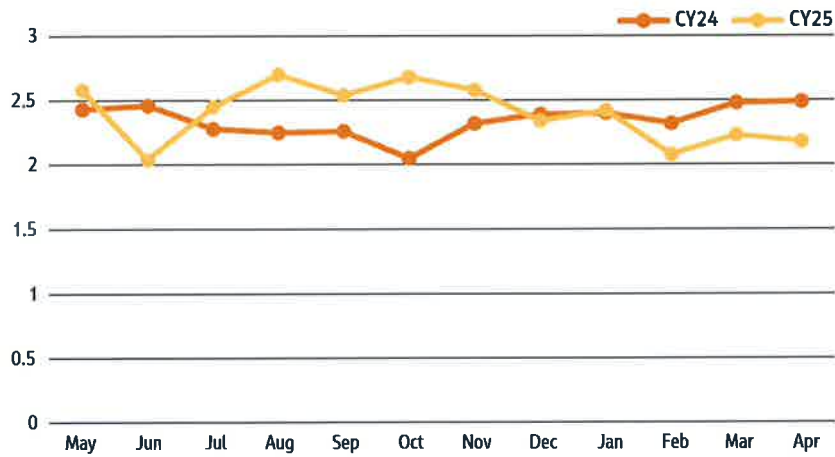
Gallons of polymer used to produce biosolids



# Operations and maintenance

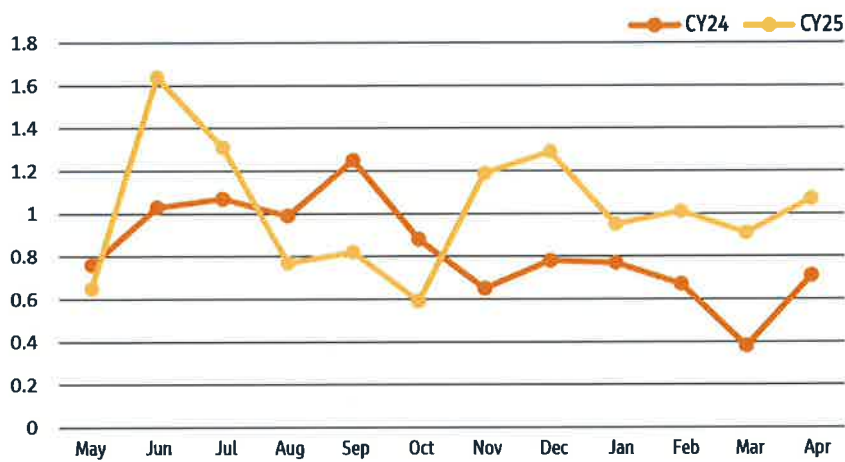
**Exhibit 9**

Dry tons per box



**Exhibit 10**

Gallons of polymer per dry ton





## Industrial Pretreatment Program

The Village of Carol Stream's IPP has identified six industrial users that require permitting and monitoring according to the U.S. Environmental Protection Agency (EPA) guidelines. Four of these users have processes that classify them as Categorical Industrial Users (CIU). They are required to meet effluent limitations set by 40 CFR 433 metal finishing pretreatment regulations.

### INDUSTRIAL USE

During this time, we had one industry disconnect service. Galaxy Circuits relocated out of the Village at the end of 2021 and is no longer in the program.

### PERMITTING

Our Jacobs Carol Stream team worked with the Village to renew the National Pollutant Discharge Elimination System (NPDES) permit and got several changes applied, improving our processes at the WRC. The NPDES permit program addresses water pollution by regulating point sources that discharge pollutants to waters of the United States. During our last two contract years, we were 99.5-percent compliant in our operations.

### PERMIT RENEWAL

During the COVID-19 pandemic, the Carol Stream team had to apply for a new permit. Laboratory Supervisor and IPP Coordinator Sue Ruta reviewed five years of lab and operational data to supply information needed for the renewal. This process included many test results, engineering questions, industrial pretreatment information, toxicity and effluent quality and more. It took two weeks to tabulate data and another week to complete necessary forms. The new renewal is good for five years as of June 2022.



# Operations and maintenance

## Laboratory quality assurance and quality control

Quality assurance (QA) and quality control (QC) programs are extremely important at all levels of laboratory operations. All results must be valid, representative, comparable and of known precision and accuracy to be of value. The laboratory adheres to Jacobs' well-established and well-documented QA program, which meets the requirements of the NPDES permit and permit drinking water regulations. This enables us to provide reliable, legally defensible results and to make decisions to protect and enhance the environment.

### SUE RUTA—25 YEARS BUILDING THE CAROL STREAM LABORATORY



Laboratory Supervisor and IPP Coordinator Sue Ruta was the first person hired at Carol Stream 25 years ago. At the time, Sue and two others were the only staff members onsite. Sue combed through the entire lab and had to stock it, as she tested all permit parameters five times per week. At the time, no one knew about BOD or fecal testing, so Sue came in on her weekends to read the levels.

Back then, Jacobs took care of everything from building janitorial to cutting the grass and working hard to get the facility into tip-top shape—all while having two plants running, as the expansion was taking place to convert everything into the plant we run today. Eventually, a few more joined the team. After a long first few years, Jacobs requested a permit change to reduce the number of required testing days per week, giving the team some breathing room. Sue wrote many operating procedures that have since been used at other Jacobs sites to start their labs; she has trained many lab technicians during her time with the company.

Over the years, Jacobs has updated technology for testing ammonia-nitrogen, phosphorus and fecal coliform, and we added the Village's IPP to our scope (another program Sue runs). In addition to running the lab and the IPP, Sue prepares the monthly Discharge Monitoring Reporting (DMR) required by the EPA.

***"I'm proud to say we have a great proven record of excellent effluent quality and a great association with our regulators."***

**– Sue Ruta**

Prior to working for Jacobs, Sue worked in plant tissue culture out of college but later accepted a laboratory job in the county. After having her sons, she attended a WWTP open house to show her sons what she used do for her career before becoming a mother. One thing led to another, and her name got passed along to Jacobs, and they hired her 25 years ago to start up the Carol Stream facility. Sue is a 39-year resident of the Village and loves it when she runs into trustees and the mayor at the grocery store and always receives hugs!

## Maintenance/Asset management

### PREVENTIVE VERSUS CORRECTIVE MAINTENANCE

Jacobs is committed to protecting Carol Stream's facilities and equipment by practicing routine preventive maintenance (PM). Corrective maintenance (CM) does occur when equipment repairs are needed, but our principal emphasis is on PM and predictive maintenance (PdM). Jacobs maintains Carol Stream's assets with the goal of minimizing unplanned and emergency repairs.

By performing and tracking daily, weekly, monthly and annual PM on all equipment, we have sustained operations with minimal to no interruption. Our approach keeps treatment systems in the best condition possible, preventing premature wear and deterioration and avoiding unnecessary costs.

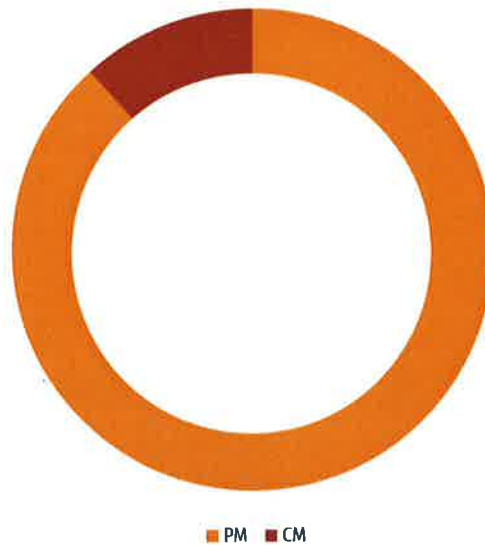
Continued efforts in the Carol Stream maintenance program are based around these three basic goals:

1. Eliminate equipment downtime.
2. Extend the usable life of an asset.
3. Reduce the amount of reactive work.

Industry best practices show that 80 percent of maintenance activities should be PM, and CM should account for 20 percent or less of all maintenance activities.

From July 1, 2020, to June 30, 2022, our team completed 794 CM work orders and 5,989 PM/PdM work orders with 87 percent being predictive or preventive versus 13 percent corrective maintenance. This PM/CM ratio well exceeds the industry standard 80/20 ratio as shown in Exhibit 11.

Exhibit 11  
PM/CM ratio



The total time to conduct a PdM/PM task averaged 0 hours and 31 minutes compared to the labor hours to complete a CM task which averaged 2 hours and 33 minutes. These statistics reinforce our emphasis on proactive preventative maintenance to enhance equipment reliability and reduce unplanned maintenance cost to the Village.

# Safety

**Staff safety translates to public safety. We understand how important safety is to the Village of Carol Stream. Our steadfast commitment to safety is evident, as our facilities in Carol Stream have not sustained a recordable injury in almost seven years, and our team has worked over 2,800 days without a recordable injury.**

Jacobs' focus on safety and worker well-being—known as BeyondZero™—empowers our employees to create and sustain a positive, safe and healthy work environment for themselves and colleagues. This mindset also extends out into the community. It also mirrors our respect for the environment in the tools and solutions we employ to contribute to sound business practices.

Project leaders ensure employees have proper personal protective equipment and training, and that they embrace and adhere to our safety standards. Our employees are engaged and dedicated to their safety and that of their coworkers.

With help from Area Safety Supervisor JD Verbrugge, we developed a strong safety culture at the project, striving to maintain zero recordable incidents and promoting safety among our staff and everyone with whom we engage. Our safety culture is supported by top company leadership and proactively implemented by everyone at the project.

JD works with every department to ensure alignment and continuity with all current safety policies, procedures and training. He also leads by example, helps to identify any potential unsafe practices and reinforces the importance of safety at the project. He spends most of his time in the field providing positive direction and coaching to help our employees perform their job safely. He has successfully instilled a safety mindset and culture among our team that safety applies to everyone and is everyone's job to go home safely each day.

Some of our day-to-day expectations include a Culture of Caring or safety moment at every onsite meeting (this is an opportunity to share lessons learned or other caring message) and ensuring every employee understands they have stop-work authority (if they see or feel a situation is unsafe, they know they can stop the work, fix the issue and complete the work in the safest manner possible).

One of our 2020-2022 safety highlights included welcoming Paul Hendry onsite to discuss safety and celebrate our culture. Paul is Jacobs' vice president of health, safety and environment. We are also excited that Operator Will King has worked as our safety lead and will be taking on the Safety Champion role in the coming year.



Jacobs' Vice president of Health, Safety and Environment Paul Hendry with our Illinois teams.

## COVID-19 precautions help staff stay healthy and working

Individually and collectively, we are challenged by all that is taking place. Whether it's how we work or conduct our daily lives at home with our families, we are impacted heavily by the effects of the pandemic. Our primary concern is the health and safety of our employees, families and clients.

That commitment covers everything—from making sure we are doing our part to stop the spread while maintaining the same level of service that is to be expected. We developed a plan that has accomplished this goal. While continuously monitoring the latest information provided by the World Health Organization (WHO), the CDC and local governments, we adapt our plans to reflect all updated guidelines and evolving situations.

Measures included:

- Mandatory face coverings while on site
- Physical distancing – 6 feet or more between personnel
- Alternate work schedules
- Routine daily cleaning of work areas and equipment

Our screening and monitoring protocols included temperature screening, self-health monitoring and a mandate to report any COVID-19 symptoms (fever, chills, cough, loss of sense of smell) to supervisors, and stay home if feeling ill. We have a thorough continuity-of-operations plan in place for all facilities, with staffing and operational backup plans to staff all facilities with personnel from nearby Jacobs locations in the event of a staffing shortage due to the pandemic. We continue handling the staffing and other issues COVID-19 brings to the project.



BeyondZero is about keeping our people safe. That means not getting injured, not allowing others to be injured and not allowing unsafe practices, behaviors or conditions to exist. It's about creating a culture of caring by actively engaging and involving employees and influencing their beliefs and behaviors.



# Sustainability

Jacobs' vision is to be a recognized leader in sustainable O&M, and our mission is to collaborate and learn together to leave a more sustainable footprint our clients and communities. Our award-winning program leverages the passion and ingenuity of project staff to develop site-specific sustainability goals to lessen our footprint and that of our client. At the Carol Stream Project, we work to do our part for the environment locally and globally.

This year our team wanted to encourage the pollinator population by planting 100-square-feet of native flowers and plants in addition to eliminating areas that were traditionally mowed. To do this, we cut back on winter foliage and divided current plants. We transplanted this bee friendly vegetation along the maintenance shop and blower 2 building.

In conjunction with our sustainability plan and Arbor Day, our team—and two Village trustees, public works director, assistant public works director, street supervisor and Village forestry team members — also planted two Autumn Brilliance Serviceberry trees. Jacobs provided one tree, and the Village provided the other. These trees produce fruit in June and attract songbirds, pollinators and small animals.



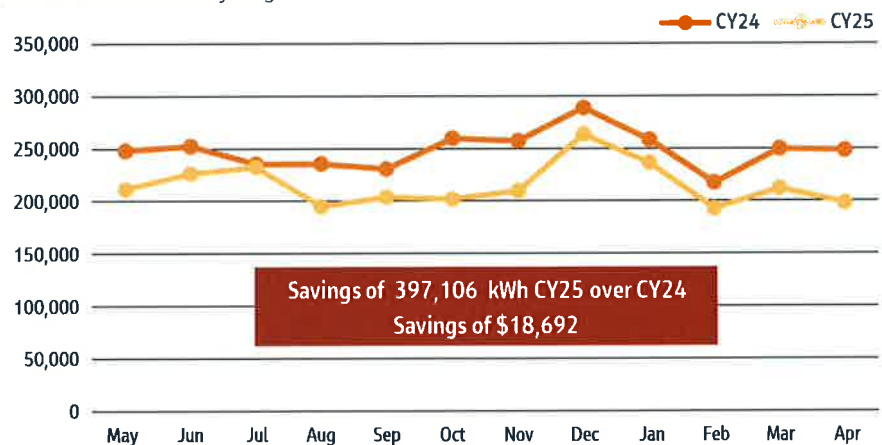
Our Carol Stream team planting Serviceberry trees onsite for Arbor Day.

## Alternative energy project

Our Jacobs team participated in the Strategic Energy Program with Commonwealth Edison Company (ComEd) to improve electrical use and savings for the Village. By using operational changes and maintenance and equipment improvements, we reduced electrical usage by 12.4%. This is a savings of 320,330 kilowatt hours (kWh) and more than \$9,000 in incentive rebates to the Village. Additionally, an improvement program for equipment allowed us to top off the sand in our tertiary filtration with a check from ComEd of \$6,027.91. Exhibits 12 and 13 show our electricity and therms for the past two years.

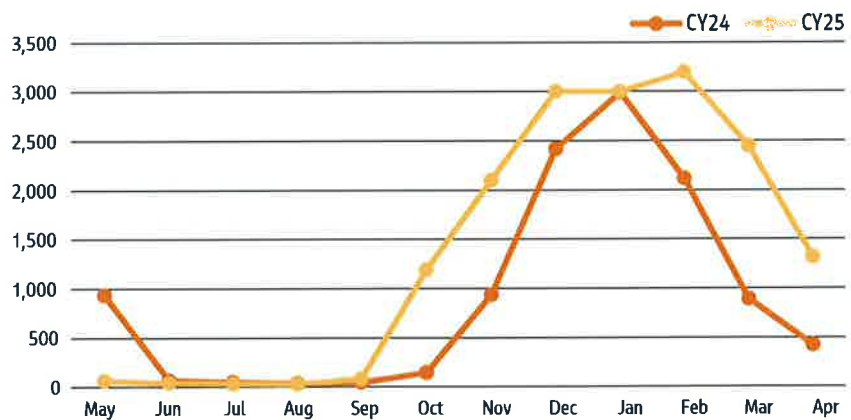
### Exhibit 12

CY24 and 25's electricity usage



### Exhibit 13

CY24 and 25's therms



# Community involvement

## Christmas sharing

The Christmas sharing event is coordinated by the Village of Carol Stream Police Social Services in collaboration with numerous community partners—including public works employees, firemen, police officers and food pantry workers—to bring goodwill to the community. This past year, 165 guest families attended. Nearly 400 children received over 1,350 toys, along with a week's worth of food, personal care items and a holiday meal box.

## Fireworks show sponsorship

For a quarter century, Jacobs has sponsored the July 4th Concert in the Park for the Village. Each year, several Jacobs associates, and their families, participate in this community event helping to create a memorable holiday for those in attendance. This year, the Village asked if we would sponsor the fireworks display and our team lit up at the idea.



Our Carol Stream team at the Village's July 4<sup>th</sup> Concert in the Park.

Director of Public Works Phil Modaff was so pleased with Jacobs' participation, he said the following,

*"On behalf of the Village, thank you to everyone at Jacobs who had a hand in approving the fireworks sponsorship, those who worked on preparations for the evening and everyone who attended and helped make the evening a success. We are, indeed, fortunate to have such an enthusiastically engaged partner. To see so many of the local employees and others who travelled to spend their Saturday evening with us is truly incredible. And whichever one of you was responsible for the perfect weather, job well done!"*

## Additional community service

Our Jacobs team also provided plant tours and participated in an Adopt-a-Highway program to keep Birchbark Trail clean.

## Financial overview

In CY24, the Village received a rebate of \$25,511.24. In CY25, the Village received a rebate of \$54,404.23. See Exhibit 14, which follows, for additional details.

**Exhibit 14**  
2020-2022 summary financial reports

	Limits	Rebatable percentage	Invoiceable percentage:	Expenses	Difference	Rebate/Invoice
Repairs CY24	\$65,000.00	100%	100%	\$72,026.66	(\$7,026.66)	\$7,026.66
Repairs CY25	\$65,000.00	100%	100%	\$55,090.92	\$9,909.08	(\$9,909.08)
Labor and benefits CY24	\$805,245.00	50%	0%	\$775,502.36	\$29,742.64	
Labor and benefits CY25	\$862,366.00	50%	0%	\$795,353.55	\$67,012.45	
Utilities CY24	\$231,598.00	50%	0%	\$240,345.51	(\$8,747.51)	
Utilities CY25	\$231,598.00	50%	0%	\$209,676.45	\$21,921.55	
Solids CY24	\$160,940.00	50%	0%	\$151,709.41	\$9,230.59	
Solids CY25	\$245,040.00	50%	0%	\$244,983.69	\$56.31	
Aggregate total CY24	\$1,197,783.00	50%	0%	\$1,167,557.28	\$30,225.72	(\$15,112.86)
Aggregate total CY25	\$1,339,004.00	50%	0%	\$1,250,013.69	\$88,990.31	(\$44,495.15)
CY24 total						(\$8,086.20)
COVID discount (adjustment for original requested prevailing wage (PW) increase)						(\$4,473.94)
Rebate adjustment for CY23 - CY20 transfer switch					(\$12,951.10)	
Total rebate due 2021						(\$25,511.24)
CY25 total						(\$54,404.23)
Total rebate due 2022						(\$54,404.23)





## Looking forward

Though the past year has posed many and varied challenges, Jacobs and the Village of Carol Stream have worked together to advance overall operations, make repairs to key equipment and plan for additional improvements to business systems and utility assets. The greater Jacobs enterprise continues to support our team with technical resources, guidelines and understanding.

With COVID-19 playing a major part in our daily lives, our resilience helped us navigate the long trek back to normal—as a team. The continuity operations plan served as a roadmap and guided us through the why and how, getting us back to pre-pandemic daily work activities. The camaraderie and confidence brought us together through this world-changing event, and we are stronger than ever.

Our plans looking ahead to 2022-2023 include:

- Dewatering improvements project, saving energy and curbing costs
- Reconstructing new headworks
- Completing diffuser replacement in all six aeration basins and four digesters
- Replacing chemical sodium hypochlorite bulk tanks

The Jacobs team is proud to serve Carol Stream as your O&M partner. We will continue to work with the Village to achieve optimum performance and value from all essential wastewater infrastructure. We'll also continue bringing Carol Stream a world of knowledge and resources from throughout Jacobs to address the challenges of today and tomorrow. We look forward to continuing our work together as partners to protect public health and the environment, and help Carol Stream thrive as a vibrant and livable community.

**Our team thanks the Village of Carol Stream. Let us always work together to sustain a high level of customer service, efficiency and quality.**

# Company values

## **We do things right.**

We always act with integrity — taking responsibility for our work, caring for our people and staying focused on safety and sustainability. We make investments in our clients, people and communities, so we can grow together.

## **We challenge the accepted.**

We know that to create a better future, we must ask the difficult questions. We always stay curious and are not afraid to try new things.

## **We aim higher.**

We do not settle — always looking beyond to raise the bar and deliver with excellence. We are committed to our clients by bringing innovative solutions that lead to profitable growth and shared success.

## **We live inclusion.**


We put people at the heart of our business. We have an unparalleled focus on inclusion with a diverse team of visionaries, thinkers and doers. We embrace all perspectives, collaborating to make a positive impact.

[www.jacobs.com](http://www.jacobs.com)



# Jacobs

**VILLAGE OF CAROL STREAM  
INTER-DEPARTMENTAL MEMO**

**TO:** Bob Mellor, Village Manager  
**FROM:** Caryl Rebholz, Human Resources Director   
**DATE:** October 21, 2022  
**RE:** **Village of Carol Stream Personnel Manual Amendments**

As you are aware, the Village of Carol Stream's Personnel Manual is periodically reviewed for updates. While the main purpose of these reviews typically center around continued legal compliance, a focus on retention efforts were also considered this year. A synopsis of the recommended changes are highlighted below:

- Chapter 4D – Education Plan: With the increased effort in the area of Professional Development following a recent employee focus survey, an update to this section is recommended to document the Village's continued commitment in this area.
- Chapter 5H – Bereavement Leave: The Illinois legislature recently expanded the Family Bereavement Leave Act (formerly the Child Bereavement Leave Act) to be effective on January 1, 2023. The changes significantly expand the nature and scope of the use of unpaid bereavement leave, as well as provide specific definitions of who, and under what circumstances the leave may be used. This recommendation brings the Village into compliance with the law.
- Chapter 5N – Voluntary Leave Donation Program: With its origins from several decades ago, this policy does not apply to the majority of Village of Carol Stream employees today. While thankfully it is a rarely used benefit, it is recommended to eliminate the limiting language of employees not covered by a bargaining agreement.

The policy amendments in full are attached for your review. As always, please let me know if you have any questions or concerns.

**4D. EDUCATIONAL PLAN, PROFESSIONAL DEVELOPMENT, LICENSES & MEMBERSHIPS**

The Village of Carol Stream is committed to the professional development and education of its employees. In an effort to achieve this goal, the Village will provide financial assistance to all eligible employees for pre-approved educational programs, professional training, licenses and memberships according to the guidelines set forth in this policy.

**Educational Plan:** Educational assistance is available to all regular full-time employees when funding is available. All educational programs must be directly related to the employee's present position or work that the employee might reasonably expect to perform for the Village in the future. Prior to enrolling into any individual course or degree program, the employee must submit a written request to the Department Head on the Tuition Reimbursement Form. If the Department Head recommends reimbursement, approval of both coursework and educational institution must also be given by the Human Resources Director and Village Manager. The Village maintains the right to request additional quotations for similar programs before reaching a final decision.

The Village will reimburse the employee the cost of tuition based upon the following schedule:

Grade of A or B:	100% reimbursement
Grade of C:	50% reimbursement
Grade of D or below:	No reimbursement

For credited courses taken on a non-graded basis, when the grade received is "Satisfactory" or "Passing", reimbursement will be calculated at 50% of eligible costs. Textbooks may be paid for by the employee if they wish to keep the books or paid for by the Village in which case the Village will keep books available for other employees.

An employee may receive up to \$5,000 within the fiscal year in tuition reimbursement for approved courses subject to these courses being included in the approved Village budget for the specified employee.

The Department Head or his designee will inform employees which courses and how much educational reimbursement funds have been included in a Village proposed budget. Educational reimbursements will be made to employees in accordance with their class and/or course requests and as tentatively approved during the Budget review process generally conducted annually during the month of December subject to the above limitations. However, the employee understands and acknowledges that the final decision regarding the availability of educational reimbursement funds will not be known until the fiscal year budget is approved by the Village Board on or around May 1 of each year.

Tuition reimbursement will be subject to all Federal and State tax laws where applicable.

**Degree Program:** Employees beginning a directly job-related educational program culminating in a college degree shall submit a written request to the Department Head at least 45 days in advance of commencement of the program. The written request shall include a description of the degree program and requirements, including course names, credit hours and tuition costs, as well as the length of time expected to complete the program.

Approval will be based on job-relatedness of the degree sought and availability of funds. After initial approval, employees should submit to their Department Head a listing of all courses, attendance dates and credit hours intended to be taken towards the degree program for the next 12 months.

The amount of reimbursement per course will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail

to submit appropriate documentation of their grades within six months following course completion will forfeit reimbursement.

Employees who do not remain in active service with the Village for at least two (2) years after completion of a degree, or any courses taken toward a degree, shall repay the Village the full amount of tuition reimbursement.

**Individual Courses:** Full-time employees taking a course or courses directly related to their position, but not necessarily leading to any degree, may be eligible for educational reimbursement for those courses.

Employees shall be limited to one course at a time, however, exceptions to this policy may be considered on an individual basis based upon Village and Departmental needs, employee performance and availability of funds. The amount of reimbursement will be determined as described above. Employees who withdraw from or otherwise fail to complete a course, or who fail to submit appropriate documentation of their grades within six months following course completion, will forfeit reimbursement. If the employee leaves the employment of the Village within two (2) years after completing a course or courses, the employee shall repay the Village the full amount of tuition reimbursement.

**Professional Development:** The Village values the growth and development of all employees and seeks to provide appropriate training, skills enhancement and other professional development opportunities. As such, each department shall encourage professional development/training opportunities for all employees when funding is available.

**Licenses:** Licenses required by the State, to perform specific tasks, part of normal Village job duties, and as stated in the official job classification, may be paid for in part or in full as determined by the Village Manager.

**Memberships:** Dues for employee memberships in recognized professional organizations as well as subscriptions for professional publications or trade journals, may be paid by the Village, when participation promotes the development of advanced job knowledge.

Payments for dues, licenses, subscriptions or education shall only be made at the request of the Department Head with the approval of the Village Manager. Payments made to the employee will be subject to appropriate tax laws.

## 5H. BEREAVEMENT LEAVE

1. Paid Bereavement Leave: An employee who is regularly scheduled to work twenty (20) or more hours per week shall be entitled to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. Immediate Family for the purposes of bereavement leave is defined as: the employee's spouse, husband, wife, parent, stepparent, mother, stepfather, child, daughter, son, stepchild, daughter, stepson, mother, father, sibling, sister, brother, step sibling, sister, stepbrother, the spouses of any of these, and any "in law" relationship of the above including relationships arising from adoption.

An employee who is regularly scheduled to work twenty (20) or more hours per week shall be granted one-day leave with pay for death of "other close family members". "Other close family members" is defined as a grandparents, grandchildren, uncles and aunts. In the case of a grandchildren, up to two (2) additional days leave with pay may be granted at the discretion of the Department Head and with approval of the Village Manager and based upon the needs of the department.

Employees who wish to attend the funeral of persons other than set forth in this section may use vacation or personal leave, if available, and if approved by the Department Head.

The Village may request the employee to provide documentation of death. Any leave used for this purpose must be arranged within 30 days of the death.

2. Child-Family Bereavement Leave Act. All employees eligible to take leave under the Family and Medical Leave Act, (26 USC 2601 et seq.) who have been employed for one (1) year and have worked not less than twelve hundred and fifty (1250) hours during the preceding twelve (12) months shall be entitled to use a maximum of 10 working days of unpaid leave for the purpose of (Family Bereavement Leave) to:

- a. attending the funeral or alternative of a funeral of a child covered family member;
- b. making-make arrangements necessitated by the death of the child covered family member; ~~or~~
- c. grieveing the death of the child covered family member; or;
- d. be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a stillbirth.

Child shall be defined as an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis. Covered family member means an employee's child, a stepchild, spouse,

domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

o Child shall be defined as an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis.

o Domestic partner used with respect to an unmarried employee includes

(1) the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state; or

(2) an unmarried adult person who is in a committed personal relationship with the employee, who is not a domestic partner as described in paragraph (1) to or in such a relationship with any other person, and who is designated to the employee's employer by such employee as the employee's domestic partner. For purposes of this subsection, a committed personal relationship is defined as a relationship where both the employee and unmarried adult person:

1. Have lived together for at least 6 months, and

2. Are not married to anyone else nor have another domestic partner; and

3. Are at least 18 years of age and mentally competent to consent to contract;  
and

4. Reside together in the same residence and intend to do so indefinitely; and

5. Have an exclusive mutual commitment similar to that of marriage; and

6. Are jointly responsible for each other's common welfare and share financial obligations and can provide all or some of the following types of documentation indicated below:

i. Joint Mortgage or Lease,

ii. Designation of domestic partner as beneficiary for life insurance and retirement contract,

iii. Designation of domestic partner as primary beneficiary in employee's will,

iv. Durable property and health care powers of attorney,

v. Joint ownership of motor vehicle, joint checking account or joint credit account.

~~Unpaid child~~Family bereavement-Bereavement leave-Leave under this subsection 2 must be used within sixty (60) days ~~of~~after the date on which the employee receives notice of the covered family member's death ~~of the child~~ or the date on which an event listed under paragraph d of subsection 2 occurs. An employee shall provide his or her department head with at least forty-eight (48) hours of advance notice of the employee's intention to take ~~child~~-bereavement leave, unless providing such notice is not reasonable ~~or~~and practicable. The ~~Village may request the employee to~~shall provide reasonable documentation of ~~death of the child~~the need for the Family Bereavement Leave. However, in exercising rights under the Family Bereavement Leave Act, the employee is not required to identify which category of event the leave pertains to.



Documentation may include a death certificate, a published obituary, or written verification death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under paragraph d of subsection 2, reasonable documentation shall include a form (provided by the Department of Labor) and completed by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under paragraph d of subsection 2; or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under paragraph d of subsection 2, certifying that the employee or his or her spouse or domestic partner has experienced an event listed under paragraph d of subsection 2.

In the event of the death of more than one ~~child-covered family member~~ in a twelve (12)-month period, an eligible employee is entitled to up to a total of thirty (30) working days (6 weeks) of unpaid ~~child~~ bereavement leave during the twelve (12) month period. ~~The right to take child~~This policy does not create a right for an employee to take Family Bereavement Leave under the Child Bereavement Leave Act that exceeds or is not in addition to any unpaid leave time ~~allowed-permitted~~ under the Family and Medical Leave Act of 1993 (29~~6~~ USC 2601 et seq.)

~~Unpaid child bereavement leave is not in addition to any paid bereavement leave provided to an employee.~~—An employee eligible for paid ~~child~~ Bereavement Leave as provided in Subsection 1 herein may elect to substitute paid bereavement leave for up to five days of unpaid ~~child~~ Family Bereavement Leave.

#### **5N. VOLUNTARY LEAVE DONATION PROGRAM**

Any regular employees ~~not covered by a collective bargaining agreement~~ with at least 48 hours of accrued personal leave (vacation, personal, merit incentive, sick leave incentive and/or holiday) may be eligible to donate up to 40 hours of this personal leave to another regular employee ~~not covered by a collective bargaining agreement~~ who has a catastrophic illness or injury.

A catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time, provided taking extended time off work creates a financial hardship for the employee because all sick leave and other paid time off has been exhausted. Examples may include, but are not limited to, life threatening injury or illness, cancer, AIDS, heart surgery, stroke, etc.

In order to be considered eligible, the recipient employee must provide documentation from a treating physician regarding the illness or injury to the Human Resources Director. The Human Resources Director will review each case for eligibility and make recommendation to the Village Manager for approval. Once approved, the Human Resources Director will post a notice announcing the opportunity to donate leave time when authorized by the recipient employee. In all cases, any specific medical information will remain confidential.


Employees interested in donating time (donors) must complete a "Voluntary Leave Donation Form" indicating the amount of time to be donated and whether or not they wish to remain anonymous. All donated time must be in increments of 8 hours and will be considered on an hour-for-hour basis, regardless of the pay level of the donor and recipient. Once authorized, donated time will be deducted from an employee's accumulated leave and forwarded to the eligible recipient. Any unused donated time will be returned to the donors on a pro-rated basis.

This policy shall in no way extend an employee's time off beyond a total of 6 months unless an exception is made by the Village Manager or is otherwise required by law.

Donations may **not** be made to any employee where the injury/illness is covered under worker's compensation, or results from self-infliction and/or alcohol or illegal drug use.

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

**TO:** Robert Mellor, Village Manager

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

**DATE:** November 2, 2022

**RE:** **Agenda Item for the Village Board Meeting of November 7, 2022**  
**Professional Services Agreement with Melaniphy & Associates – Retail Market Strategy Study**

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**PURPOSE**

One of the activities under the Community and Economic Development Goal from the Strategic Plan is preparation of a Retail Market Study, which will be a tool for staff to use in attracting desirable businesses to vacant retail properties in Carol Stream. This memorandum is intended to provide the Village Board with information about the scope of the project, and request authorization from the Board to enter into a Professional Services Agreement with Melaniphy & Associates to complete a Retail Market Strategy Study for Carol Stream.

**BACKGROUND**

Based on discussions at the Economic Development Workshop with the Village Board in October 2020 and during the Strategic Planning Goal Setting Session in September 2021, it is clear that the Village Board prioritizes the development of remaining vacant property planned for retail use in Carol Stream. Opportunities exist for the addition of quality retail businesses in Carol Stream; however, the Village faces some challenges in attracting new retail businesses, including:

- The Village's location in the shadow of a regional shopping mall, and to a greater extent, the large supply of retail space surrounding the mall;
- Consumer shopping preferences which continue to move toward increased online purchasing; and
- Changes in purchasing habits established during the pandemic.

The Retail Market Strategy Study will identify the market for additional retail development as well as specific retailers that are seeking sites in our market. Staff will use the Retail Market Strategy Study in working with brokers, shopping center owners and corporate real estate representatives for businesses we wish to target for Carol Stream.

**DISCUSSION**

In preparing the Retail Market Strategy Study, Melaniphy & Associates will:

- Identify present and future trends affecting retail development in the Village and assess the likelihood of attracting new retail businesses to Carol Stream;
- Determine personal consumption expenditures in Carol Stream and compute retail sales leakage out of Carol Stream to surrounding communities;

- Provide recommendations regarding retail categories that are presently underserved in Carol Stream, as well as those categories that are overbuilt;
- Assess online sales potential in Carol Stream;
- Identify the retail categories for which there is a market within the Town Center node and in other key retail areas; and
- Prepare a five and ten year Retail Market Strategy, which will identify the steps necessary to help initiate retail development, and serve as a business retention and expansion program.

Chicago-based Melaniphy & Associates is well known for its expertise in the areas of commercial real estate counseling, site selection services and retail market analysis. Melaniphy & Associates has performed similar work in several Chicagoland communities, and prepared a Retail Market Strategy Study for Carol Stream in 2002.

Attached for the Board's review are a Professional Services Agreement to complete the study and Melaniphy & Associates' Retail Market Strategy Study Proposal. Melaniphy & Associates would complete the Study within 120 days, at a not to exceed cost of \$38,000. The FY22/23 budget includes \$38,000 for the preparation of a Retail Market Strategy Study.

### **RECOMMENDATION**

Staff recommends that the Village Board authorize the Village Manager to execute the Professional Services Agreement for Melaniphy & Associates to prepare a Retail Market Strategy Study at a not to exceed cost of \$38,000.

c: Tom Farace, Planning & Economic Development Manager

t:\eco dev\economic development\retail mkt study 2022\m - professional services contract vb 110722.docx

## **PROFESSIONAL SERVICES AGREEMENT**

### **Retail Market Strategy Study For the Village of Carol Stream**

THIS AGREEMENT made and entered into this \_\_ day of \_\_\_\_\_ 202\_\_ by and between the Village of Carol Stream (hereinafter referred to as the "Village") and Melaniphy & Associates, Inc. (hereinafter referred to as the "Consultant")

#### **WITNESS THAT:**

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into an Agreement to formalize their relationship; and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and Consultant agreed to perform the services described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set out in its Proposal, the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent contractor to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

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

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the services set forth in the attached Proposal (the Services) and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

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

**B. TIME OF PERFORMANCE**

The Consultant shall provide the Services within 120 days from the date that the Village Board approves this contract. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed via this agreement.

**C. ACCESS TO INFORMATION**

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

**D. COMPENSATION**

The Village shall pay the Consultant as outlined in the Costs and Timing section in the Consultant's Proposal, for all Services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred. Total fees for the Services shall not exceed \$38,000.

**E. RECORDS**

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

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

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

**F. RELATIONSHIP**

The relationship of the Consultant to the Village shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the Village and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the Village and the Consultant.

**G. TERMINATION**

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, the Village may pursue such remedies as are legally available, including, but not limited to, the termination of this Agreement in the manner specified herein:

1. Termination for Cause – If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:
  - a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
  - b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
  - c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

and there upon shall notify the Consultant of termination, the reasons therefore, and the effective date provided such effective date, no charges incurred under any terminated portions of the Scope are allowable.

The Consultant shall continue performance of the Agreement to the extent it hasn't been terminated and shall be liable for all reasonable costs incurred by the Village to procure similar services. The exercising of its rights of termination shall not limit the Village's right to seek any other remedies allowed by law.

2. Termination for Other Grounds – This Agreement may also be terminated in whole or in part:
  - a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
  - b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
  - c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said Services;

- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement and may terminate this Agreement. In such event, the Village shall then promptly pay the Consultant for all work performed and all allowable expenses incurred.

**H. ERRORS & OMISSIONS**

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

**I. CHANGES, AMENDMENTS, MODIFICATIONS**

The Village makes no guarantee as to the minimum amount of services that will be required under the Agreement and no adjustment in the fee will be made if the actual amount of services is less than what is anticipated. However, the Village may, from time to time, require changes or modifications in the Scope to be performed hereunder. Such changes, including any decrease in the amount of compensation therefore, which are mutually agreed upon by the Village and the Consultant, shall be incorporated in written amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the Parties.

**J. PERSONNEL**

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

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

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

**K. ASSIGNABILITY**

The Consultant shall not assign any interest on this Agreement, and shall not transfer any interest on this Agreement (whether by assignment or notation), without prior written consent of the Village thereto: provided, however, that claims for money by the Consultant from the Village under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any intent to assign or transfer shall be furnished promptly to the Village by the Consultant.

**L. SEVERABILITY**

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.



**M. REPORTS AND INFORMATION**

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

**N. REPORTS AND INFORMATION**

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

**O. FINDINGS CONFIDENTIAL**

All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Village.

**P. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be subject of an application for copyright by or on behalf of the Consultant. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the Village and all such rights shall belong to the Village, and the Village shall be sole and exclusive entity who may exercise such rights.

**Q. COMPLIANCE WITH LAWS**

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

**R. EQUAL EMPLOYMENT OPPORTUNITY**

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

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each

subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**S. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/1-101 ET SEQ.)**

In carrying out the terms of this agreement, Consultant shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Consultant's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Consultant is ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**T. ILLINOIS FREEDOM OF INFORMATION ACT, (5ILCS 140/4, AS AMENDED BY PUBLIC ACT 96-542, EFFECTIVE JANUARY 1, 2010)**

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

**U. AUTHORIZED TO DO BUSINESS IN ILLINOIS**

The Consultant certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal, 30 ILCS 500/1.15.8, 20-43.

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

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

**W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1**

Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.

**X. DEBARMENT**

The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency.

**Y. INTEREST OF MEMBERS OF THE VILLAGE**

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in

connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

**Z. INTEREST OF CONSULTANT AND EMPLOYEES**

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**AA. AUDITS AND INSPECTIONS**

The Village or their delegates shall have the right to review and monitor the financial and other components of the work and Services provided and undertaken as part of the various projects and this Agreement, by whatever legal and reasonable means are deemed expedient by the Village.

**BB. HOLD HARMLESS**

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

**CC. INSURANCE**

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance shall be fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the Village before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the Village and consented to by the Village in writing and the policies shall so provide.
3. Workers' Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed on the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability

Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

4. **Commercial General Liability Insurance:** The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
5. **Insurance Covering Special Hazards:** Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
6. **Automotive Liability Insurance:** The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
7. **Professional Liability Insurance:** (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Consultant coverage in an amount not less than [\$1,000,000] per claim.
8. **Subconsultant's Insurance:** The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.
10. If Contractor's current policies do not provide the required coverage in this Agreement, proof of umbrella or excess coverage meeting these requirements shall be presented to the Village in advance of the execution of the Agreement

**DD. COMPLETE AGREEMENT**

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

**EE. NOTICES AND COMMUNICATIONS**

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: Robert Mellor  
Village Manager  
500 N. Gary Avenue  
Carol Stream, Illinois 60188

If to Consultant: John Melaniphy  
Melaniphy & Associates  
6348 North Milwaukee Avenue #198  
Chicago, Illinois 60646

**FF. ENTIRE AGREEMENT & ORDER OF PRECEDENCE**

This Agreement, together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

**GG. INTERPRETATION, ENFORCEMENT & DISPUTES**

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in DuPage County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

\_\_\_\_\_  
VILLAGE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
CONSULTANT

By: JOHN C. MELANIPHY III

Title: PRESIDENT

Date: 10/28/2022

**ATTACHMENT 1**

**Proposal – Retail Market Strategy Study**



REAL ESTATE COUNSELORS | ECONOMISTS | MARKET ANALYSTS  
SITE SELECTION SPECIALISTS | CONSULTANTS | INVESTMENT ADVISORS

John C. Melaniphy  
President

August 22, 2022

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

**In re: Proposal - Retail Market Strategy Study  
Carol Stream, Illinois**

Dear Mr. Bastian:

This letter represents a proposal for Melaniphy & Associates, Inc. to undertake a *Retail Market Strategy Study* for the Village of Carol Stream. The objective is to strengthen and expand the Village's retail base by determining the market for additional retail facilities in Carol Stream.

The Village of Carol Stream is visionary in its assessment of its retail needs. Carol Stream's proximity to Bloomingdale, Stratford Square Mall, and nearby power centers, places the Village in the shadow of major retail concentrations. We propose to identify the market for additional retail development in the community and specific retailers that are actively seeking sites in the market. The Retail Market and Implementation Strategy Study will provide the Village with a **market driven retail strategy** for the key retail areas of the community.

**EXPERIENCE**

Melaniphy & Associates, Inc. is a team of real estate counselors, site selection, specialists, market analysts, retail and restaurants consultants, and international investment advisors who practice their specialties throughout the world. Members of our firm, evaluate both problems and opportunities involving urban and suburban development and redevelopment. Since its beginning in 1971, the company has successfully advised thousands of national and international clients in both the private and public sectors regarding solutions to their individual needs. Melaniphy & Associates, Inc. celebrated our 50<sup>th</sup> year Anniversary.

We have carried out numerous projects of this magnitude including retail, office, industrial, residential, and mixed-use. In almost all of our studies demographics,

***MELANIPHY & ASSOCIATES, INC.***

6348 North Milwaukee Avenue, #198, Chicago, Illinois 60646 (773) 467-1212

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employment, and labor force structure are key issues. Our firm has conducted market evaluations in communities in metropolitan area, as well as throughout the United States, Canada, México, South America, and Europe. Most of the firms listed in the RFP do not work for retailers or shopping center owners/developers. Our retail and shopping center experience is briefly discussed. An extensive list of completed private and public sector projects, as well as article published may be found on our Website at [www.melaniphy.com](http://www.melaniphy.com). Some of the projects conducted by Melaniphy & Associates, Inc. include the following:

- In **Minneapolis, Minnesota**, we developed a 10-year strategic plan for **Mall of America** (4.5 million square feet) designed to strengthen the tenant mix, improve market penetration within 10 miles, and determine expansion opportunities. The plan is currently being implemented.
- In **Schaumburg, Illinois**, we completed a *Retail Market Feasibility Study* of the former Motorola Campus for the proposed Veridian mixed-use project encompassing 225,000 square feet of retail/restaurant space, 200 hotel rooms, 300,000 square feet of office space and 2,500 multi-family residential apartment units. The property was formerly part of the Motorola Corporate Headquarters campus at Meacham and Algonquin roads.
- In **Madison, Wisconsin** we completed a *Market Feasibility Study* of the SG Hill Farms site at University Avenue and Segoe Road one block west of Hilldale Mal for the proposed master-planned, mixed-use project encompassing 250,000 square feet of retail/restaurant space, 200 hotel rooms, 600,000 square feet of build-to-suit office space and 500 multi-family residential apartment units. We evaluated the market for retail, restaurants, hotel, office, and multi-family residential uses. The development is currently under construction.
- In **Columbus, Ohio**, we completed a market feasibility analysis of Easton Town Center's tenant mix along with its market penetration and trade area generation. Next, we addressed expansion possibilities for **Easton Town Center**, a truly urban lifestyle center developed by Steiner + Associates, Inc. The expansion included a new 600,000 square foot Power Center and 200,000 square foot expansion between Nordstrom's and Macy's. The existing Easton Town Center includes an 800,000 square foot lifestyle center with numerous specialty retail stores and 14 full-service restaurants, along with Nordstrom and Macy's department stores.
- In **Franklin, Wisconsin**, we conducted a market feasibility study of the proposed Ballpark Commons mixed-use development featuring a new baseball stadium, retail, restaurants, office, entertainment, recreational, hotel, and residential development. The initial phases of the project were built, and additional phases are underway.



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- In **Bloomington, Illinois** we completed a Revenue Impact Analysis for the proposed 240,000 square foot Woodman's Food Markets and fuel center to replace the former Macy's Department Store at Stratford Square Mall.
  - In **Lakemoor, Illinois**, we completed a market feasibility study and prepared estimated sales volumes for Woodman's Food Markets. Woodman's is building a 240,000 square foot Woodman's store and fuel center at IL Route 120 and U.S. Route 12 in Lakemoor, Illinois. The project is complete.
  - In **Chicago's River North Area**, we conducted a market feasibility study of the **Plum Market**, a two-level gourmet grocery store in a new mid-rise apartment complex. The grocery store contains 23,000 square feet on two levels featuring both grocery items and prepared foods. Approximately 150 indoor parking spaces are provided. The new unit competes with nearby Jewel, Whole Foods, and a new Mariano's Fresh Market. The store opened and is operating successfully.
  - In **Milwaukee, Wisconsin** we completed market and economic feasibility studies over the years for Brookfield Square, Southridge Mall, Northridge Mall, City of Mequon, Bayshore Mall, City of Brookfield, Marcus Theaters, the CMC Heartland Partners Shops property in the Menomonee Valley, and many others. The CMC Shops property analysis involved examination of the impacts of the Miller Park Stadium development on the property.
  - In **Myrtle Beach, South Carolina** we prepared a retail market feasibility study of the former Myrtle Beach Air Force Base. Myrtle Beach generates over 14 million visitors annually. The project envisioned an approximate 400,000 square foot lifestyle center as part of the Air Force base redevelopment plan.
  - In **Vernon Hills, Illinois** we conducted market feasibility studies for the Village of Vernon Hills on numerous projects including Hawthorn Center and surrounding big box shopping centers. We completed an analysis of the proposed Hawthorn Mall redevelopment and the new Melody Farms mixed-use development.
  - In **Oak Creek, Wisconsin**, a Milwaukee suburb, we prepared a market feasibility study of Drexel Town Square the new Downtown for Oak Creek, including a mixed-use development including a new City Hall, Library, retail, office, and a major Meijer Store. The analysis was completed for Wispark the development arm of Wisconsin Electric. The project was implemented with a Meijer store and Woodman's Food Market.
  - In **Washington D.C.**, we conducted an analysis of National Place. Specifically, we were focused upon the Food Court located in the project. We examined the operating units, their performance, placement, size, menus, customer traffic flow, seating, seating turnover, average dining times, and daypart differences. We recommended a

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series of actions designed to improve customer generation, restructure the food units in the Food Court, and generally make the facility a more appealing place.

- In **Detroit, Michigan** we conducted a Retail Market Feasibility Study of a major site in Downtown to determine the extent of the market for a transit-oriented, master planned mixed-use development. Dan Gilbert with Quicken Loans has invested over \$2.2 billion in 82 properties in Downtown as part of a renaissance of the central city. The project is ongoing.

Please visit our website at [www.melaniphy.com](http://www.melaniphy.com) to see a wider variety of projects conducted and over 30 articles which we have written and posted.

Melaniphy & Associates, Inc. has provided consulting services for 50 years. Members of our firm have between 20 and 35 years of market and site selection experience. Some of our clients include: the Simon Property Group, General Growth Properties, Brookfield Properties, Inc., Westfield, Bain Capital, G.E. Capital, U.S. Equities, Hines Interests, The RREEF Funds, Steiner + Associates, Inc., Metropolitan Pier and Exposition Authority, Hamilton Partners, Urban Retail Properties, Heitman Capital Management, Crown Community Development, Household Commercial, Aetna Life Insurance Company, Travelers Life Insurance Company, Marriott, Glimcher Realty Corporation, Unocal Corporation, Wal-Mart, Target, Meijer, J.C. Penney Company, Macy's, Kohl's, Woodman's Food Markets, Citibank Mexico, Liverpool (Mexico), Fabricas de Francia (Mexico), Kerzner International, Lettuce Entertain You Enterprises, and numerous others.

Our affiliations have included the International Council of Shopping Centers, National Retail Federation, the National Restaurant Association, the International Real Estate Location Institute, Lambda Alpha Land Economics Society, and the Realty Club of Chicago, among others.

John C. Melaniphy is the author of **Commercial and Industrial Condominiums**, published by the Urban Land Institute in 1974 and **Restaurant and Fast-Food Site Selection**, published by John Wiley & Sons in 1992. In the later '60's he set up Kentucky Fried Chicken's real estate and construction division and selected and built hundreds of units. He is also a contributing author of the book entitled **Shopping Centers and Other Retail Properties** published by John Wiley & Sons in 1996. His latest book, **The Restaurant Location Guidebook**, *a guide to picking restaurant and quick service food locations* was published in 2007. He has also authored over 100 articles and have presented over a hundred of seminars covering real estate, site selection, development opportunities, and long-range economic planning. Finally, Melaniphy & Associates has published the **Chicagoland Retail Sales Report**, covering retail sales changes for the City of Chicago and Suburbs based upon changes in retail sales tax receipts. The reports analyze the top 20 suburbs by major retail categories. We have been tracking and writing about the data and the changes since 1985. The **2021 Chicagoland Retail Sales Report** is available on our website.

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Please visit our website at [www.melaniphy.com](http://www.melaniphy.com) to see a wider variety of projects conducted and over 30 articles which we have written and posted.

**STUDY OBJECTIVES**

The specific objectives of the project are as follows:

- A. Preparation of a community-wide Retail Market Strategy Study focussed upon shopping patterns, the realities of retail demand, commercial opportunities, location specific recommendations, types of target retailers, identification of responsibilities, required actions, implementation strategy, and a timeline for reaching the recommended goals.
- B. Formulate a Retail Market Strategy which provides a mission/vision for retail economic development efforts in Carol Stream. Establish a business attraction program and a specific direction to focus retail economic development in proximity to the Town Center and the other key retail areas. The specific direction will be based upon our analysis as well as input from various local organizations, economic development agencies, city officials, business leaders, and citizens.
- C. Identification of present and future trends affecting retail development in the Village and the likelihood of attracting new retail businesses to the key retail areas in Carol Stream. These trends include demographic, employment, occupational, technological, educational, workforce skills, income levels, and retail sales. Examination and comparison of local and regional trends in order to identify local and regional retail growth sectors.
- D. Determine the Personal Consumption Expenditures within Carol Stream and compute the retail sales leakage out of Carol Stream to surrounding communities. Retail sales leakage is defined as retail sales dollars spent by Village residents in neighboring communities outside of Carol Stream. This includes Personal Consumption Expenditures in various retail categories including automobile dealerships, general merchandise, apparel, furniture and electronics, and home improvement, among others. We will compute the total retail market potential within Carol Stream and contrast that with the retail sales currently being captured in each retail category in Carol Stream. The difference represents the retail sales leakage out of the Village.
- E. Provide recommendations regarding the various retail categories which are currently underserved in the community and those which are overbuilt. This provides the quantitative conclusions. Next, we will evaluate the qualitative market which ignores the current retail supply and focuses upon what the market will support and what the Village leadership wants in the community. Bringing both of these together provides a clear indication of what can be done and where. The Retail Market Study will examine the demographic and socioeconomic

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characteristics of the Carol Stream, the existing and proposed competitive retail concentrations, and the Trade Area which Carol Stream's retail facilities currently serve.

- F. We will prepare a Retail Market Strategy which identifies the best course of action to strengthen and expand retail development at the Town Center and Keyu Retail Areas in the Village and enhance the sales tax base.

### **SCOPE OF SERVICES**

In order to accomplish the stated objectives it will be necessary to conduct a number of research steps. They include the following:

### **PREVIOUS STUDIES**

We will review the previously studies completed for the Village including but not limited to the following:

- ◆ *The Valerie Kretchmer Retail Market Study.*
- ◆ *Any other traffic or transportation studies that may be available to us.*
- ◆ *Village of Carol Stream Comprehensive Plan*

### **RETAIL MARKET STUDY**

- A. Assess the key retail areas (Gary Avenue Corridor, North Avenue Corridor, Schmale Road, and Army Trail Road Corridor) and other retail nodes in the Village to determine the market for additional retail development.
- B. Examine the existing retail base in the Village, the existing rent structure, and anticipated rental rate growth for the region.
- C. Develop an understanding of the existing road network and the changes, if any, that may be planned or proposed. We will meet with traffic engineers and transportation planners to discuss immediate, short range, and long range plans for the area roads, streets, and highways. We will evaluate the existing traffic flow and traffic counts in the key retail areas of the Village.
- D. Compile an inventory of the existing and proposed competitive retail concentrations that influence the Village of Carol Stream. Specifically, we will focus upon locations, tenants, types, sizes, turnover, vacancy rental rates, timing of developments, performance levels, and any major store closings or relocations. We will also identify any proposed developments, along with their probable tenants and likely timing of projects. The objective is to identify the major retail centers located outside Carol Stream that influence Carol Stream's trade Area that are causing retail sales leakage out of Carol Stream.

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- E. A detailed driving time analysis will be conducted in all directions from the key retail areas to simulate the distances a consumer can drive during given time allocations. The detailed driving time analysis assists in the delineation of the Trade Area.
- F. A Trade Area will be delineated considering the existing and planned retail concentrations, road patterns, traffic flow, physical and psychological barriers, household income, and existing shopping habits and patterns.
- G. Demographics of the Trade Area will be analyzed and the population and household forecasts will be prepared for 2021 and 2026. We will evaluate household income, household structure, spending patterns, household size, age structure, employment, and other factors which influence Personal Consumption Expenditures. Household income will be forecast to 2021 and 2026.
- H. Personal Consumption Expenditures will be determined and forecast to 2021 and 2026. Personal Consumption Expenditures include food, drugs, general merchandise, apparel, shoes, hardware, electronics, furniture, appliances, eating and drinking places, and a plethora of other types of retail stores. This essentially defines the market for which any retail development would be competing.
- I. Determine the Total Retail Market Potential in the Village of Carol Stream based upon population, household income, and the age structure of the market. Furthermore, examine Village retail sales trend for the past five years by individual retail category. Finally, Determine the retail sales leakage out of the community based upon the market potential and actual retail sales captured in the community. Our principal source for retail sales data in communities in Illinois is the Illinois Department of Revenues' Standard Industrial Classification Reports. The Department of Revenue provides the retail sales taxes generated in each municipality by retail category. We prepare the annual *Melaniphy Chicago Metropolitan Area Retail Sales Report* newsletter discussing the changes that have taken place in retail sales by suburban communities and individual retail categories.
- J. Finally, a determination of the market for additional retail development in the key retail area of the Village. This includes the type of retail development that the market will successfully support, the retail sales that can be expected initially, 2021, and 2026; the types of stores that can be supported; specific retailers for which there is a market, square footages required; parking requirements, placement, timing, and overall land needs.

### **RETAIL MARKET STRATEGY**

- A. Prepare a Retail Market Strategy for the Village of Carol Stream designed to enhance and improve the Village's tax base. Sales tax revenues, among others, are critical to the long term health of the Village. We will prepare a Retail Market

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Strategy which identifies market driven opportunities and defines the obstacles, if any, to additional retail development in the Village.

- B. Define Carol Stream's existing retail mix and identify retail categories for which there is a market at the Town Center and other Key Retail Areas.
- C. Identify specific retailers in each retail category that represent an opportunity and those that are overbuilt. **We will contact the identified retailers to determine the likelihood of their attraction to Carol Stream.**
- D. Prepare a five and ten year Retail Market Strategy designed to identify the actions required as a catalyst to initiate retail development and expand the existing retail base. This includes tax increment financing, sales tax rebate programs, revenue sharing agreements, and special assessment districts, among others. Simply stated, this defines what it will take to attract new retailers to the Village.
- E. The Retail Market Strategy provides the Village with a business retention and expansion program that assists in attracting new retailers and retail development to Carol Stream. We will identify specific retail categories for which there is a market and the specific retailers in each category which could satisfy the potential. The program also identifies the local development costs, rent structure, and land costs in comparison to surrounding communities. The objective is to market Carol Stream as a viable alternative in comparison to some of the surrounding communities.
- F. The Retail Market Strategy will provide the marketing materials best suited to attract new retail development to the community including the following:
  - Description and dynamics of the Village
  - Demographics
  - Retail Sales by Retail Category
  - Retail Market Potential by Retail Category
  - Village benefits for individual retailers by category
  - Target specific Retailers, Restaurants, and Services
  - Specific Retail Area Characteristics (Site Sizes, Shapes, Traffic Counts, Visibility, and Economics)
  - Major Employment Concentrations
  - Other Pertinent Factors

### **DELIVERABLES**

We will provide an electronic copy of the Retail Market Strategy Study in a PDF format/

### **STAFFING**

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The management plan for this project and the staffing requirements of the assignment are as follows:

**Senior Project Manager**

I will be responsible for all phases of the project on a day to day basis. I will conduct the local and regional market analysis, demographic analysis, competitive assessment, implementation strategy, and report writing. I will attend all of the major and minor meetings, consult with Village staff, and develop the conclusions and recommendations. I have been a real estate market analyst and consultant for over 35 years.

**Technical and Support Staff**

Various support staff will assist in the fieldwork, analysis, production of the report, graphics, and final report. The tasks of the support staff include word processing, photocopying, presentation materials, report preparation, and report production, among others.

**COSTS AND TIMING**

Our charges are based upon the time spent by our professional staff plus any expenses incurred.

Based upon all of the items covered in the Request for Proposal, we have budgeted this project as follows:

Retail Market Study	\$30,000
Retail Market Strategy	<u>\$8,000</u>
<b>TOTAL</b>	<b>\$38,000</b>

The cost of the Retail Market Study and Retail Market Strategy has been budgeted not exceed a cost of \$38,000.

We estimate that we can complete the project in three months from the date of authorization to proceed. Our normal procedure is to bill on a monthly basis indicating the hours, billing rates, and activities engaged in during the past month.

**MEETINGS**

We have budgeted the project based upon the following meetings:

1. Kick off meeting with Village staff, community leaders, property owners, businesspeople, residents, and other interested parties. The objective is to explain the

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project, establish the lines of communications, and prepare the work program, among others.

2. A data and information gathering meeting with Village staff to obtain all pertinent information and previous studies prepared for the Village that are available to us.
3. Presentation of draft product to the Village Staff.
4. Presentation of our finding and final product to the Village Board.

Again, we will deliver an electronic copy of the report in a PDF format. This proposal will remain in effect for 90 days.

We sincerely appreciate the opportunity to submit this proposal and we look forward to assisting the Village of Carol Stream in the orderly expansion of the Village's retail base. If you have any questions or require additional information please contact me and I would be happy to answer you questions.


Respectfully submitted,

**MELANIPHY & ASSOCIATES, INC.**

John C. Melaniphy  
President



*Village of Carol Stream*  
Interdepartmental Memo

TO: Robert Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works   
DATE: November 2, 2022  
RE: Recommendation to Award a Contract – Winkler Services – Tree Trimming Services

Each year Public Works solicits bid for scheduled tree trimming of parkway trees. For purposes of this work, the Village is divided into six tree-trimming zones, resulting in a six-year trimming cycle. The area earmarked for trimming this year is Zone 3<sup>1</sup>, which includes approximately 470 trees greater than five inches in diameter<sup>2</sup>. The FY23 budget provides \$30,000 for all of the scheduled trimming work.

Staff solicited bids and received three bids as follows:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
Winkler Services	\$33,840
Yellowstone Landscape	\$48,000
The Davey Tree Expert Company	\$87,120

Winkler Services submitted the lowest bid and all of the required documents (copies attached), including a satisfactory reference list. This contractor was awarded tree-trimming contracts with Carol Stream in 2020, 2018 and 2017, and satisfactorily completed those contracts.

The budget provides \$30,000 for this work; the low bid is \$33,840 over the budget estimate. It is likely that two main factors contributed to the higher-than-expected bids received: diesel fuel prices are much higher than one year ago<sup>3</sup> and the tight labor market has driven wages higher. There will be savings in the tree services budget that will make up for this \$3,840 budget overage.

Staff recommends that the Village Board approve a Motion awarding a contract to Winkler Services in the amount of \$33,840 for tree trimming services.

Attachments

<sup>1</sup> Work Zone 3 is bounded by Lies Road, Fair Oaks Road, Morton Road and just north of Timber Lane.

<sup>2</sup> In-house crews will trim all trees in this zone up to five-inches in diameter.

<sup>3</sup> In Illinois the average diesel retail rate is 45% higher year-over-year

**BID FORM (PAGE 1 OF 1)**  
**PARKWAY TREE TRIMMING SERVICES**

The undersigned "Contractor" offers to provide to the Village Tree Trimming Services conforming to the specifications attached hereto, with such exceptions or modifications as herewith set forth, and in accordance with the terms and conditions herein specified.

LUMP SUM FOR SPECIFIED SERVICES: \$ 33,840.00

Winkler Services LLC  
P.O. Box 1154  
La Grange Pk. IL 60526  
(708) 544-1219  
info@winklertreeservice.com

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: 10/31/22

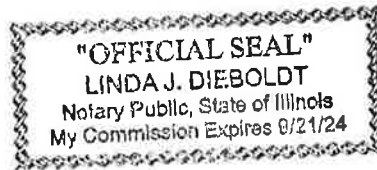
Signature: 

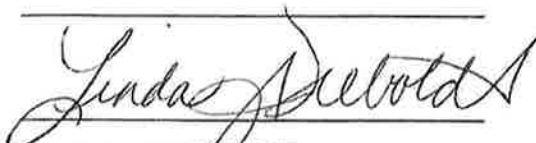
Certified Arborist: ORLANDO GARZA  
Name

IL-9389A  
Number

Subscribed and sworn before me on this 31<sup>ST</sup> day of OCTOBER, 2022.

MY COMMISSION EXPIRES:



  
NOTARY PUBLIC

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

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

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

**Municipality Name** City of Crystal Lake  
**Municipality Address** 100 W Woodstock St, Crystal Lake, IL 60014  
**Contact Name and Phone** Larry Zurek - (815)356-3744  
**Work Performed** Block pruning  
**Beginning and Ending dates of work (month and year):** January 2022

**Municipality Name** Village of Addison  
**Municipality Address** 1 Friendship Plz, Addison, IL 60101  
**Contact Name and Phone** Tim Tokarz - (630) 620-2020  
**Work Performed** Block pruning  
**Beginning and Ending dates of work (month and year):** January 2022

**Municipality Name** Village of Brookfield  
**Municipality Address** 8820 Brookfield Ave, Brookfield, IL 60513  
**Contact Name and Phone** Carl Muell - (630) 965-1612  
**Work Performed** Block pruning  
**Beginning and Ending dates of work (month and year):** November 2021



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

I, KEVIN HALBERT (name), certify that I am employed as the OWNER (title) of WINKLER SERVICES LLC (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

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

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

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

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

6. Compliance with Freedom of Information Act (FOIA)

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

WINKLER SERVICES LLC

Firm Name

By: KEVIN HAUBERT, OWNER

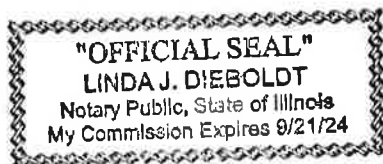
Name/Title

[Handwritten Signature]

Signature

SUBSCRIBED AND SWORN to before  
me this 1<sup>st</sup> day November, 2022

[Handwritten Signature]  
Notary Public



**FORM OF AGREEMENT  
VILLAGE OF CAROL STREAM**

**THIS AGREEMENT** is made this 2<sup>nd</sup> day of NOVEMBER 2022, by and between the Village of Carol Stream, an Illinois municipal Corporation hereinafter referred to as (the "Village") and WINKLER SERVICES LLC hereinafter to as (the "Contractor") and its successors.

**IN CONSIDERATION** of the mutual promises of the parties delineated in the Bid Documents and Specifications, the Contractor agrees to perform the services and the Village agrees to pay for the services as set forth in the Bid Documents and Specifications.

1. This contract shall embrace and include all of the Bid Documents and Specifications listed below as if attached hereto or repeated herein:
  - a. Cover Sheet
  - b. Table of Contents
  - c. Invitation to Bid and Notice to Bidders
  - d. Bid Submittal Checklist
  - e. Instructions to Bidders
  - f. General Conditions of Contract
  - g. Specifications
  - h. Bid (accepted by the Village)
  - I. References
  - J. Governmental Compliance Certifications
  - n. This Contract
  - o. Certificate(s) of Insurance
  
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$ 33,840.00 paid in accordance with the provisions of the Local Government Prompt Payment Act.
  
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
  
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within thirty (30) calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by

all proper and appropriate means including working overtime without additional compensation.

5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate prior the date of final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Bid Documents and Specifications and taken and compared field measurements and conditions with those Documents.
8. This Contract and the Bid Documents and Specifications represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village and the Contractor have hereunto set their hands this 2nd day of NOVEMBER, 2022.

WINKLER SERVICES LLC

Print Company Name

[Signature]  
By

OWNER, KEVIN HALBERT  
Position/Title

\_\_\_\_\_  
By

\_\_\_\_\_  
Position/Title

THE VILLAGE OF CAROL STREAM, ILLINOIS

\_\_\_\_\_  
By


Mayor

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

Village Clerk



*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Village Manager  
FROM: Brad Fink, Assistant Director of Public Works   
DATE: November 2, 2022  
RE: Recommendation to Award the Public Works Center Interior Improvement Project to Construction Solutions

In July 2021 the Village Board approved an architectural services agreement with StudioGC for the purpose of completing a Space Optimization Study. That work was completed in December 2021 and served as the basis for developing a three-year improvement program for Public Works facilities beginning in FY2023.

The FY23 Capital Project Fund includes \$1,000,000 for completion of improvements at the Public Works Center (PWC), including; replacement of windows and doors, replacement of the floor drain in the south garage, miscellaneous HVAC, electrical, and plumbing improvements, replacement of vehicle exhaust systems in the garage and installation of gear lockers.<sup>1</sup>

In April 2022 the Village approved an architectural service agreement with StudioGC for the purpose of planning, design, cost-estimating, and bidding services for the Phase I - PWC Interior Improvements Project. Plans, bid specifications, and a cost estimate for the improvements were finalized and provided to staff for review. After reviewing the documents, staff developed a number of bid alternates since the cost estimate was significantly over budget, allowing the flexibility to reduce the cost if needed. Staff established eleven alternates to provide the most flexibility.<sup>2</sup>

On Wednesday, October 26<sup>th</sup> bids were opened for the project and read aloud. The following is a summary of the base bids as read:

<u>Contractor</u>	<u>Bid</u>
<b>Construction Solutions</b>	<b>\$1,147,723.00</b>
D Kersey Construction	\$1,232,200.00
Boller Construction	\$1,276,700.00
Kandu Construction	\$1,236,000.00

Construction Solutions has completed several projects with StudioGC with successful results.

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<sup>1</sup> The \$1 million budget was also intended to cover the cost of Phase I final design and bidding, construction oversight, preliminary and final design for Phase II of the Improvement Project and replacement of the PWC generator. Due to projected 52-week delivery of generators this replacement will be pushed to FY24.

<sup>2</sup> A description of each Bid Alternate can be found in the attached Bid Tab Worksheet provided by StudioGC

The low base bid from Construction Solutions was \$1,147,723.00, which includes \$60,000 for contingencies. As anticipated, the low base bid was significantly higher than what was budgeted. Staff met to analyze each alternate and is recommend acceptance of the three following alternates as follows:

Additive Alternate No. 4 - New Light Fixtures in the North Garage	\$ 7,840.00
Deductive Alternate No. 7b – Alternate Lockers	\$ (46,000.00)
Deductive Alternate No. 9 – Eliminate HVAC Improvement in Office	\$(248,500.00)
<b>Total Deduct from Base Bid</b>	<b>\$(286,660.00)</b>
<hr/>	
<b>Recommended Base Bid Total:</b>	<b>\$ 861,063.00</b>

Staff is recommending Alternate No. 4 because the lighting in the North Garage is inadequate and upgrading the lights would improve visibility and produce energy-savings. With Alternate No 7b, staff selected a locker that meets our needs but is significantly less expensive that what was specified. Alternate No. 9 eliminates all of the HVAC improvements in the office. The HVAC improvements are still needed, but can be included with Phase III that is tentatively planned for FY25.

Accepting the aforementioned alternates, the total bid price for the PWC Interior Improvements is \$861,063.00. If approved, the following is a financial summary for the proposed Phase I – PWC Interior Improvements:

<b>Phase I - PWC Interior Improvements</b>	
Original Budget	\$1,000,000.00
StudioGC Planning and Design	\$ (57,350.00)
Construction	\$ (861,063.00)
<i>StudioGC Construction Oversight</i>	<i>\$ (86,106.00) (estimated)</i>
<b>Project Total</b>	<b>\$ (4,519.00)</b>

In addition to these recommended improvements, there are Phase II planning and design expenses drawing upon the \$1 million budget as mentioned earlier. Below is a summary of those costs:

<b>Phase II (for FY24 construction)</b>	
Preliminary planning & design	\$ 45,830
Geotechnical services (soil boring)	\$ 14,924
<i>Final design &amp; bid assist</i>	<i>\$ 95,000 (estimated)</i>
<b>Total</b>	<b>\$155,754</b>

Between the Phase I architectural services costs, the recommended construction bid award and the additional Phase II planning and design costs, the total amount that would be expended would exceed the \$1 million budget by an estimated \$160,273. The Capital Projects Fund is in a position to cover this overage, but a budget amendment prior to the end of the fiscal year would be necessary to reflect this additional expenditure.

Public Works recommends the PWC Phase I Interior Improvement Project be awarded to Construction Solutions at the base bid presented including Alternate No. 4, Alternate No. 7b, and Alternate No. 9 for an amount not to exceed \$861,063.00.

Attachment



223 West Jackson Boulevard  
Suite 1200  
Chicago, IL 60606  
Phone: 312 253 3400

November 2, 2022

Mr. Brad C. Fink  
Assistant Director of Public Works  
Village of Carol Stream  
Department of Public Works  
124 Gerzevske Lane  
Carol Stream, IL 60188

RE: Public Works Interior Improvements  
Project No. 22036

Dear Mr. Fink:

Bids for the above referenced project were received at 2:00 PM on Wednesday, October 26, 2022. There were six (6) bidders of record; six (6) bids were received. A bid tabulation sheet is herein attached for your review.

We have analyzed the bids and the qualifications of the bidders and recommend that the contract for the Public Works Interior Improvements work be awarded to the lowest responsible, responsive bidder, **Construction Solutions**. Their base bid proposal is for \$1,147,723.00. Additionally, this includes total allowance monies in the amount of \$60,000.00 that will be returned to the Village of Carol Stream if not used at the end of the project.

Contractors were also asked to provide prices for ten (10) alternates and the Village accepted the alternates #4, #7b, and #9. Construction Solutions provided the following prices for these:

1. Demolish and provide new linear light fixtures in North Garage 131 per electrical design (+\$7,840.00).
2. In lieu of metal gear lockers specified in section 10 51 25, provide Jorgenson Industrial combination storage cabinets, 36" wide x 24" deep x 72' high. These lockers shall not have electrical power or slope tops (-\$46,000.00).
3. In the office area, eliminate all HVAC work and HVAC-associated work (including but not limited to acoustical ceilings, roof curbs, and electrical work that is directly related to the office HVAC). Water heater in Mechanic's Garage 119 and work associated with that is still to be done (-\$248,500.00).

If you include the alternates as recommended, the contract price would be in the amount of **\$861,063.00**. We recommend the Village take action to award the contract at the next available Board meeting.

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, consisting of a stylized initial 'A' followed by a long horizontal line.



**Craig Meadows, AIA**

**Enclosure – Bid Tabulation**  
**cc: Vicki Luczynski, StudioGC**



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Village of Carol Stream  
**Project Name:** Public Works Interior Improvements

**Project No.:** 22036  
**Bid Date:** Wednesday, October 26, 2022 @ 2 p.m.  
**Project Architect:** Craig Meadows, Clayton & Steve

### BID TAB WORKSHEET

Contractor	Total Bid Amount	Alternates				Addendum			Bid Bond	Remarks
		No. 1	No. 2	No. 3	No. 4	#1	#2	#3		
Construction Solutions 708-239-0001	\$1,147,723.00	No. 1	No. 2	No. 3	No. 4				x	
		(\$107,797.00)	\$78,000.00	\$72,300.00	\$7,840.00					
		No. 5	No. 6	No. 7a	No. 7b					
		(\$47,620.00)	\$11,000.00	(\$18,500.00)	(\$46,000.00)	x	x	x		
		No. 8	No. 9	No. 10						
		\$7,868.00	(\$248,500.00)	\$1,960.00						
Boller Construction 847-662-5566	\$1,276,700.00	No. 1	No. 2	No. 3	No. 4	#1	#2	#3	x	
		(\$4,100.00)	\$60,100.00	\$65,400.00	\$11,700.00					
		No. 5	No. 6	No. 7a	No. 7b					
		(\$50,000.00)	\$27,800.00	(\$16,000.00)	(\$43,000.00)	x	x	x		
		No. 8	No. 9	No. 10						
		\$13,300.00	(\$210,000.00)	\$1,900.00						
Krause Construction 708-701-4922	no bid	No. 1	No. 2	No. 3	No. 4	#1	#2	#3		
		No. 5	No. 6	No. 7a	No. 7b					
		No. 8	No. 9	No. 10						

Alt. #1: All exterior windows to remain and provide new glazing and new sealant.  
Alt. #2: Three (3) new overhead doors in South Garage 130.  
Alt. #3: New ceilings throughout the office area.  
Alt. #4: New linear light fixtures in North Garage 131 per electrical design.  
Alt. #5: Eliminate doors in the North Garage 131.

Alt. #6: Provide new bollards at garage doors as indicated on the plan.  
Alt. #7a: Alt lockers, no sloped top/electrical.  
Alt. #7b: Alt lockers, Jorgenson Industrial combination storage cabinets.  
Alt. #8: Provide exterior roof ladder.  
Alt. #9: Eliminate HVAC in office.

Alt. #10: Provide voting system.



223 W. Jackson Blvd., Suite 1200  
Chicago, IL 60606  
P: 312.253.3400

**Client:** Village of Carol Stream  
**Project Name:** Public Works Interior Improvements

**Project No.:** 22036  
**Bid Date:** Wednesday, October 26, 2022 @ 2 p.m.  
**Project Architect:** Craig Meadows, Clayton & Steve

### BID TAB WORKSHEET

Contractor	Total Bid Amount	Alternates				Addendum			Bid Bond	Remarks
		No. 1	No. 2	No. 3	No. 4	#1	#2	#3		
D Kersey Construction Co 847-919-4980	\$1,232,200.00	No. 1	No. 2	No. 3	No. 4				x	
		(\$40,000.00)	\$58,150.00	\$46,300.00	\$6,400.00					
		No. 5	No. 6	No. 7a	No. 7b					
		(\$48,000.00)	\$18,800.00	(\$8,900.00)	(\$35,000.00)	x	x	x		
Kandu Construction 847-456-4028	\$1,236,000.00	No. 8	No. 9	No. 10				x		
		\$15,000.00	(\$237,000.00)	\$1,950.00						
		No. 1	No. 2	No. 3	No. 4					
		(\$124,000.00)	\$35,000.00	\$36,000.00	\$110,000.00					
Troop Contracting 630-568-5252	no bid	No. 5	No. 6	No. 7a	No. 7b					
		(\$32,000.00)	\$18,000.00	(\$12,800.00)	(\$51,000.00)	x	x	x		
		No. 8	No. 9	No. 10						
		\$7,900.00	(\$1,500.00)	\$8,500.00						
Troop Contracting 630-568-5252	no bid	No. 1	No. 2	No. 3	No. 4	#1	#2	#3		
		No. 5	No. 6	No. 7a	No. 7b					
Troop Contracting 630-568-5252	no bid	No. 8	No. 9	No. 10						

Alt. #1: All exterior windows to remain and provide new glazing and new sealant.  
Alt. #2: Three (3) new overhead doors in South Garage 130.  
Alt. #3: New ceilings throughout the office area.  
Alt. #4: New linear light fixtures in North Garage 131 per electrical design.  
Alt. #5: Eliminate doors in the North Garage 131.

Alt. #6: Provide new bollards at garage doors as indicated on the plan.  
Alt. #7a: Alt lockers, no sloped top/electrical.  
Alt. #7b: Alt lockers, Jorgenson Industrial combination storage cabinets.  
Alt. #8: Provide exterior roof ladder.  
Alt. #9: Eliminate HVAC in office.

Alt. #10: Provide voting system.

SECTION 004113 - BID FORM

NAME: CONSTRUCTION SOLUTIONS OF IL. INC.

ADDRESS: 5920 LYNWOOD DRIVE

CITY: OAK LAWN ZIP: 60453

PHONE: (708)-239-0001 FAX: (708)-239-0006

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

Attn: Brad Fink

1. BASE BID

The Undersigned, having inspected the construction site and having familiarized themselves with the conditions likely to be encountered affecting the cost and schedule of the Work, and having thoroughly familiarized themselves with the Bidding Documents; hereby proposes to provide all labor, material, tools, equipment, utilities, transportation, supervision and services required for the proper execution of the entire Work required, in strict accordance with the Contract Documents for the **Carol Stream Public Works Interior Improvements** work prepared by StudioGC for the Base Bid Sum, plus any allowances, for the Total Bid Amount listed below:

Base Bid:	\$ <u>1,087,723</u>
Allowance No. 1: Contingency Allowance	\$ <u>60,000.00</u>
TOTAL BID AMOUNT:	\$ <u>1,147,723</u>

one million one hundred forty-seven thousand seven hundred Dollars  
twenty-three

and, if this proposal is accepted, agrees to execute a formal Contract subject to modifications as may be exercised by the Owner under alternate proposals.

2. ALTERNATE PROPOSALS

a. ALTERNATE BID NO. 1

Base Bid: *Demolish and provide new exterior windows in their entirety as shown on drawings.*

State the amount to be DEDUCTED from the Base Bid for all exterior windows to remain; at all exterior windows demolish and provide new glazing and new sealant.

DEDUCT FROM THE LUMP SUM BASE BID \$ 107,797

b. ALTERNATE BID NO. 2

*Base Bid: No overhead doors work in South Garage 130.*

State the amount to be ADDED to the Base Bid to demolish and provide three (3) new overhead doors in the South Garage 130 per drawings.

ADD TO THE LUMP SUM BASE BID \$ 78,000

c. ALTERNATE BID NO. 3

*Base Bid: Remove, protect, and reinstall acoustical panel ceiling (tiles and grids) as necessary to complete new above-ceiling work; remove and patch gypsum ceilings as necessary to complete new above-ceiling work.*

State the amount to be ADDED to the Base Bid to demolish and provide new acoustical panel ceilings, and demolish and provide new gypsum ceilings throughout the building (areas within blue dashed lines on reflected ceiling plans).

ADD TO THE LUMP SUM BASE BID \$ 72,300

d. ALTERNATE BID NO. 4

*Base Bid: No work on the linear light fixtures in the North Garage 131.*

State the amount to be ADDED to the Base Bid to demolish and provide new linear light fixtures in North Garage 131 per electrical design.

ADD TO THE LUMP SUM BASE BID \$ 7,840

e. ALTERNATE BID NO. 5

*Base Bid: Provide new hollow metal doors, frames, hardware, and overhead doors in the North Garage 131 as shown in the drawings.*

State the amount to be DEDUCTED from the Base Bid to eliminate work on *three (3)* hollow metal doors, frames, hardware, and two (2) overhead doors in the North Garage 131. Addendum 2

DEDUCT FROM THE LUMP SUM BASE BID \$ 47,620

f. ALTERNATE BID NO. 6

*Base Bid: No new bollards at garage doors.*

State the amount to be ADDED to the Base Bid to provide new bollards at garage doors as indicated on the plan.

ADD TO THE LUMP SUM BASE BID \$ 11,000



g. ALTERNATE BID NO. 7a

*Base Bid: Provide lockers with electrical power and sloped tops.*

State the amount to be DEDUCTED from the Base Bid to delete requirements for all work associated with sloped tops for lockers and for all work associated with electrical functionality in Metal Gear Lockers.

DEDUCT FROM THE LUMP SUM BASE BID \$ 18,500

h. ALTERNATE BID NO. 7b

*Base Bid: Provide metal gear lockers specified in section 10 51 25.*

State the amount to be DEDUCTED from the Base Bid to provide Jorgenson Industrial combination storage cabinets in lieu of metal gear lockers specified in section 10 51 25.

DEDUCT FROM THE LUMP SUM BASE BID \$ 46,000

i. ALTERNATE BID NO. 8

*Base Bid: No roof ladder.*

State the amount to be ADDED to the Base Bid to provide new exterior roof ladder per plans.

ADD TO THE LUMP SUM BASE BID \$ 7,868

j. ALTERNATE BID NO. 9

*Base Bid: Provide HVAC system in office area per drawings.*

State the amount to be DEDUCTED from the Base Bid to eliminate—in the office area—all HVAC work and associated work (including but not limited to acoustical ceilings, roof curbs, and electrical work that is directly related to the office area HVAC).

DEDUCT FROM THE LUMP SUM BASE BID \$ 248,500

k. ALTERNATE BID NO. 10

*Base Bid: No HVAC work (thermostat system) in rooms 122 and 125.*

State the amount to be ADDED to the Base Bid to provide voting system thermostats in offices 122 and 125.

ADD TO THE LUMP SUM BASE BID \$ 1960

3. UNIT PRICES: State the amount (unit price) which shall include all expenses, including overhead and profit, which shall be used to make adjustments to the Contract Sum should additional work or less work be required. The unit prices shall be the same for additional, deducted or omitted units of work. Unit prices shall be established by the Bidder in accordance with Section "Unit Prices".

VILLAGE OF CAROL STREAM  
 CAROL STREAM PUBLIC WORKS INTERIOR IMPROVEMENTS

PROJ. NO. 22036

- Item 1: Roofing \$ TBD /s.f.
- Item 2: Metal trim at exterior openings \$ TBD /l.f.
- Item 3: Saw cut and remove concrete floor slab, demolish and replace underground 4" sanitary piping, and pour new concrete flush with existing adjacent slab \$ 165.00 /l.f.

4. SUBCONTRACTORS:

Indicate each subcontracted trade or equipment supplier, subcontractor, and subcontract amount for all subcontracts greater than \$25,000.00. The bidder (Contractor) affirms that their Bid includes Subcontract Bids from the following entities for the specific trades indicated, and that should this bid be accepted, Contractor fully intends to enter into a subcontract agreement with each subcontractor indicated. Include only one name per Trade or Supplier. In the event that the designated subcontractor is not willing or is otherwise unable to enter into an agreement with the successful Contractor, Contractor must provide to the Owner a letter on the Subcontractor's letterhead indicating that the Subcontractor is unwilling to enter into said agreement, including the reason(s) for such action. If such documentation is not received by the Owner within ten (10) days following bid opening, Owner may consider the bid to be non-responsive.

TRADE/EQUIPMENT	COMPANY NAME	SUBCONTRACT AMOUNT
<u>Steel</u>	<u>Composite Steel</u>	\$ <u>29,806</u>
<u>Roofing</u>	<u>Adler Roofing</u>	\$ <u>29,900</u>
<u>H.M. / HDW</u>	<u>Anderson Lock</u>	\$ <u>34,300</u>
<u>O.H. Doors</u>	<u>United Door &amp; Door</u>	\$ <u>132,975</u>
<u>Glass / Glazing</u>	<u>CAD Glazing</u>	\$ <u>105,000</u>
<u>Lockers</u>	<u>Wolter</u>	\$ <u>73,395</u>
<u>Plumbing</u>	<u>Knights Services</u>	\$ <u>53,000</u>
<u>HVAC</u>	<u>MG Mechanical</u>	\$ <u>329,000</u>
<u>Electric</u>	<u>Quick Electric</u>	\$ <u>85,000</u>
		\$ _____
		\$ _____

5. UNDERSTANDING: The Undersigned in submitting this proposal agrees to the following:

- a. Not to withdraw their proposal for a period of 60 days after the date of the Bid Opening.
- b. To enter into and execute a Contract, if same is awarded to them on the basis of this Proposal, and to furnish Contract Bonds, within five days of a written "Notice of Award".
- c. To construct the Work in accordance with the intent of the Contract documents.
- d. That the owner reserves the right to reject any and all Bids and to waive irregularities in the Bidding, and to award the contract in its best interest.

- e. That any alterations to this Bid Form will result in disqualification of the Bid.
6. **CONTRACT DOCUMENTS:** The Undersigned acknowledges the following documents as the basis for their proposal:
- a. Instructions to Bidders.
  - b. Agreement: AIA Document A101, 2017 Edition by reference.
  - c. The General Conditions of the Contract for Construction, AIA Form A201, 2017 Edition by reference.
  - d. Supplementary General Conditions.
  - e. Project Manual, dated August 1, 2022 including all Divisions and Sections of the Specifications.
  - f. Drawings indexed on Sheet T-1 of the Drawings, all dated August 1, 2022.
  - g. Addenda: The undersigned further acknowledges receipt of Addenda as listed below and represents that any additions to, modifications of, or deletions from the Work specified, as called for in these Addenda, are included in the Base Bid Sum and the Alternates.

<u>ADDENDUM NO.</u>	<u>DATE</u>
<u>ONE</u>	<u>10-13-22</u>
<u>TWO</u>	<u>10-18-22</u>
<u>THREE</u>	<u>10-24-22</u>

(NOTE: If no Addenda have been received, write "NONE".)

7. **BID SECURITY:** The undersigned shall attach to this Form of Proposal a Bid Bond, in an amount not less than 5% of the Base Bid amount, payable to the Village Board, Village of Carol Stream which is agreed will be forfeited to the Village Board if the undersigned fails to execute the Standard Form of Owner/Contractor Agreement (AIA Document A-101, 2017 Edition), as modified herein as modified herein by the Supplementary Conditions and General Conditions of the Contract for Construction (AIA Document A201, 2017 edition), as modified herein by the Supplementary Conditions, and which is hereby made a part of this Contract Document by reference, and furnish evidence of their ability to become bonded and provide insurance coverage as specified, within five days after Owner's notification of the intent to award the contract to the undersigned. Addendum 2.
8. In signing and submitting this bid, the undersigned certifies that all materials and construction to be provided are as specified in the proposed Contract Documents.
9. **TIME OF COMPLETION:** If awarded the Contract for Construction, the Bidder agrees to complete all work for the Owner's occupancy on or before the following dates:
- a. Commence Construction Work on site: November 14, 2022
  - b. Final Completion of Work: February 21, 2023
10. **TAX EXEMPTION:** The Owner is exempt from the Illinois Retailer's Occupation Tax and Use Tax (Sales Tax). The Bidder shall exclude such taxes from consideration in preparing their bid.
11. **ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER**
- a. The Undersigned hereby designates the address given below as the legal address to which all notices, directions, or other communications may be served or mailed.

Name of Firm or Joint Venture: CONSTRUCTION SOLUTIONS OF IL. INC.

Street Address: 5920 LYNWOOD DRIVE

City: OAK LAWN

VILLAGE OF CAROL STREAM  
CAROL STREAM PUBLIC WORKS INTERIOR IMPROVEMENTS

PROJ. NO. 22036

State: IL

Zip: 60453

Telephone: 708-239-0001

b. The Undersigned hereby declares that the Bidder has the legal status indicated below.

1) If a partnership, give full names of all partners:

~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~  
~~\_\_\_\_\_~~

2) If a corporation, indicate state in which incorporated:

ILLINOIS

Affix Seal

c. The Undersigned hereby affirms that they are qualified to do business in the State of Illinois.

d. Signatures:

1) Individual, partnership or corporation:

Name: \_\_\_\_\_

By: Peter M. Schipma

Title: PRESIDENT

2) Parties to Joint Venture:

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Construction Solutions of Illinois, Inc.  
5920 Lynwood Drive  
Oak Lawn, IL 60453

### OWNER:

(Name, legal status and address)

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

### SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland  
1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056  
Mailing Address for Notices  
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

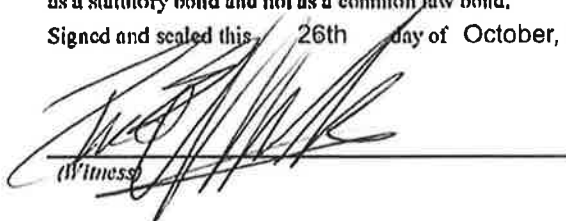
Toliet Room Renovation @ the rec center

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of October, 2022.

  
(Witness)



(Witness) Dave Roth

Construction Solutions of Illinois, Inc.

(Principal)

(Seal)

By:

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Seal)

By:

(Title) Kristen Schmidt, Attorney-in-Fact



Bond Number Bid Bond

Obligee Village of Carol Stream

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kristen Schmidt, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

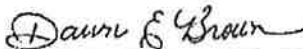
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

  
By: Robert D. Murray  
Vice President



  
By: Dawn E. Brown  
Secretary



State of Maryland  
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of October, 2022 .



Brian M. Hodges, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

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

I, Peter M. Schipma (name), certify that I am employed as the PRESIDENT (title) of Construction Solutions of IL, INC. (company), a contractor/subcontractor for the work described in the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Substance Abuse Prevention on Public Works

The Company has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and will provide a copy thereof to the Village of Carol Stream prior to commencement of the work on the Project.

4. Illinois Public Works Employment Discrimination Act

The Contract shall be performed in compliance with all requirements of the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01

5. Certified Payroll – Prevailing Wage Act - 820 ILCS 130/5

The Company shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and the Village of Carol Stream to all laborers, workers, and mechanics performing work under this Contract. All bonds provided by the Company under the terms of this contract shall include such provisions as will guarantee the faithful performance of the Company's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et. seq. Should the Department of Labor revise any prevailing rate of hourly wages, such



revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum. The Company and each of its subcontractors participating on the Project shall make and keep those records required under Section 5 of the Prevailing Wage Act. The Company and any of its subcontractors shall submit a monthly certified payroll statement to verify the payment of prevailing wages as required under the Prevailing Wage Act.

6. Non-Discrimination: EEOC

The Company is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

7. Human Rights Act

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

8. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and

(7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or Consultant on request.

9. Drug Free Workplace Act [Only applicable to projects with State Funding]

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

10. Jobsite Covid-19 Requirements Compliance

Contractor, hereby certifies that all laborers, workers and mechanics performing work under the contract shall at all times while on the job site comply with applicable requirements of the National Center for Disease Control and the Illinois Department of Public Health, as they pertain to health and safety guidelines relative to control of the disease commonly known as Covid-19, and that Contractor and all subcontractors shall in all other respects comply with the these requirements as they carry out work under the contract. If, during the course of work under this contract, any of the above entities modify their requirements as they pertain to control to Covid-19, Contractor shall have the sole responsibility and duty to ensure that the revised requirements are stringently adhered to. Revisions to the requirements as set forth above shall not result in an increase in the contract sum. Individual workers who fail to adhere to these requirements will not be allowed access to the job site. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

11. Compliance with Governmental Regulations

The Company and any subcontractors shall comply with and perform all Work required under the Bid Documents and Specifications in conformance with all applicable federal, state and local laws, regulations and/or ordinances.

Construction Solutions of IL, INC.  
Firm Name

By: Peter M Schipma, President  
Name/Title

[Handwritten Signature]  
Signature

SUBSCRIBED AND SWORN to before

me this 26<sup>th</sup> day Oct., 2022.


Roseann Schipma  
Notary Public



# Village of Carol Stream

## Interdepartmental Memo

TO: Bob Mellor, Village Manager

FROM : Philip J. Modaff, Director of Public Works 

DATE: November 1, 2022

RE: Agenda Item – Recommendation to Award a Contract to Wunderlich-Malech Environmental – Purchase and Installation of SCADA System

The current budget includes \$150,000 for replacement of the existing Supervisory Control and Data Acquisition (SCADA) system that provides for remote communication to and from water and sewer system facilities (such as water storage, booster stations and water and sewer lift stations). Services of this nature are considered a professional service and therefore not subject to the normal bidding process (similar to architectural, engineering and legal services).

Staff conducted a Request for Qualifications (RFQ) process and interviewed three firms prior to selecting Wunderlich-Malec Environmental. Wunderlich-Malec is a large firm, with extensive experience in municipal utility systems and with offices in Addison. Staff worked with WM to develop a project scope, review options for a software platform and various system hardware and to negotiate a cost for services.

Wunderlich-Malec submitted the attached proposal in the amount of \$145,800, along with terms and conditions that have been approved by the Village Attorney. Staff is satisfied that the project scope will meet our needs and allow for possible expansion of the system in the future if needed. Wunderlich-Malec has also conferred with the Village's IT Director to ensure proper integration. While delivery times of technology hardware have been somewhat unpredictable due to manufacturing and delivery delays, Wunderlich-Malec has indicated it is likely that the system can be delivered, installed, programmed and placed into service by staff's target date of April 30, 2022.

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Wunderlich-Malec in the amount of \$145,800 for the purchase and installation of a SCADA system in accordance with their proposal dated October 28, 2022.

Attachments



**November 2, 2022**

**Project Name: Carol Stream SCADA System Replacement 2022**

**Project Location: Village of Carol Stream, Illinois**

**Quotation No.: 220915gm1 Rev D**

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To: The Village of Carol Stream, Attn: Phil Modaff,

Wunderlich-Malec Environmental is pleased to offer the following proposal for your consideration.

After evaluating the current state of your SCADA system, it is our recommendation to upgrade the controller only at the East Side Pump Station and the Kuhn Road facility. The existing Allen-Bradley 1769-L32E controller is no longer available. We recommend upgrading those two controllers to the Allen-Bradley 1769-L33ERM controller. We would not change the existing PLC I/O modules at these two locations since all of the I/O modules are still offered by Allen-Bradley and there is no newer version of these modules. Due to the age of the system, we recommend getting one of each I/O module (at least) to keep in stock to be prepared for any failures that may occur in the future.

At this time, we do not see the need to upgrade the controllers or I/O modules at any of the other stations. All of these controllers are Allen-Bradley MicroLogix 1400 units that are still actively offered and supported by Allen-Bradley. We again would suggest putting at least one of each PLC component in your stock to be prepared for any potential failure that might arise.

We are recommending an upgrade of the interface touchscreens at both East Side and Kuhn Road to 15" touchscreen OIT's.

Finally, we recommend transitioning to VTSCADA as your SCADA software platform to take advantage of their supremely flexible trending tool, built in alarming functions, unlimited remote access, and affordable pricing.

This proposal includes a Bill of Materials and Standard Terms of Sale, to which this proposal is subject and which form a part of this proposal and any agreement resulting here from.

This proposal consists of four pages. If you have any questions, please do not hesitate to contact me at your convenience.

Respectfully,

A handwritten signature in black ink, appearing to read 'Greg Manning', with a stylized flourish at the end.

Greg Manning

630-432-5826

[greg.manning@wmeng.com](mailto:greg.manning@wmeng.com)

Wunderlich-Malec Environmental  
"Employee Owned, Customer Committed"

**Scope of Work**

**I. SCADA System Upgrade**

**A. SCADA**

1. Install VTSCADA Software on redundant Virtual Machines provided by the Village of Carol Stream
2. Connect Customer supplied Client Terminal at Village Hall to SCADA System
3. Connect Customer supplied Client Terminal at Public Works to SCADA System
4. Provide remote access to SCADA System for fifteen Customer supplied mobile devices
5. Configure SCADA system to replicate existing system functionality with specified upgrades
6. Configure specified Historical Trending
7. Configure automated reporting as specified
8. Configure specified Alarm visualization and notification through VTSCADA
9. Configure required security measure for log-in and user access
10. Start-up, commission, and troubleshoot the SCADA system

**II. Control Panel Modifications and Services**

**A. East Side Pump Station**

1. Upgrade PLC Processor only, leave I/O cards in place
  - a. Remove AB CompactLogix L32E processor
  - b. Install new AB CompactLogix L33ERM processor
  - c. Install needed I/O for new signals
    - i. Room Temperature
    - ii. Future Generator signals
    - iii. Chlorine Signal
2. Convert PLC Program for new processor
3. Upgrade OIT to 15" Touchscreen
4. Wire existing Chlorine signal back to PLC
5. Add new room temperature monitor and wire back to PLC
6. Configure new I/O signals into PLC controller logic
7. Configure new I/O signals into OIT Touchscreen and SCADA graphics
8. Modify existing drawings to show changes made
9. Startup, troubleshoot, and commission

**B. Tubeway Sanitary Station**

1. Install needed I/O for Amp Monitoring signals
2. Add Current Transformers (CT) to monitor one leg of each pump power feed for Amp monitoring
3. Wire CT's into PLC
4. Configure CT's into PLC controller logic
5. Configure CT's into OIT Touchscreen and SCADA graphics
6. Startup, troubleshoot, and commission

**C. Kuhn Road**

1. Upgrade PLC Processor only, leave I/O cards in place
  - a. Remove AB CompactLogix L32E processor
  - b. Install new AB CompactLogix L33ERM processor
  - c. Install needed I/O for new signals
    - i. Room Temperature
    - ii. Future Generator signals
    - iii. Chlorine Signal
    - iv. Door Switches
2. Convert PLC Program for new processor
3. Upgrade OIT to 15" Touchscreen
4. Wire existing Chlorine signal back to PLC
5. Add new room temperature monitor and wire back to PLC
6. Configure new I/O signals into PLC controller logic
7. Configure new I/O signals into OIT Touchscreen and SCADA graphics
8. Install new network switch for ethernet network
9. Modify existing drawings to show changes made
10. Startup, troubleshoot, and commission

**D. Evergreen Lift Station**

1. Install needed I/O for Amp Monitoring signals
2. Add Current Transformers (CT) to monitor one leg of each pump power feed for Amp monitoring
3. Wire CT's into PLC
4. Configure CT's into PLC controller logic
5. Configure CT's into OIT Touchscreen and SCADA graphics
6. Startup, troubleshoot, and commission

**E. Tall Oaks Lift Station**

1. Leave existing PLC and I/O cards as they are

**F. Charger Court**

1. Install needed I/O for Amp Monitoring signals
2. Add Current Transformers (CT) to monitor one leg of each pump power feed for Amp monitoring
3. Wire CT's into PLC
4. Configure CT's into PLC controller logic
5. Configure CT's into OIT Touchscreen and SCADA graphics
6. Startup, troubleshoot, and commission

**G. Lies Road Water Tower, Tower 4**

1. Leave existing PLC and I/O cards as they are

**H. Well #6, Armstrong Park**

1. Leave existing PLC and I/O cards as they are

**I. Fullerton Water Tower 3**

1. Leave existing PLC and I/O cards as they are

**J. Spare Parts – 1 unit of each PLC component in your system**

1. AB MicroLogix 1400 – quantity 1
2. AB CompactLogix I/O cards – quantity 1 each
  - a. 1769-IF8 - Channel Current/Voltage Analog Input Module
  - b. 1769-IA16 - 16 Point 115 VAC Input Module
  - c. 1769-OW8I - Channel Relay Outputs
  - d. 1769-OF4CI - Analog Outputs
3. AB CompactLogix Power Supply – quantity 1
4. AB MicroLogix I/O cards – quantity 1 each
  - a. 1762-IF4 - 4 Channel Current/Voltage Analog Input Module
  - b. 1762-IA8 - 8 Point 120 VAC Input Module

**Total Net Price for equipment and services above is \$ 145,800.00**

Note: VTSCADA's annual license fee to keep it up to date is listed below. We can discuss if this is needed or not and that conversation should include your IT department. It would come up 12 months after your system is commissioned.

VTSCADA..... \$3,855.00 annual support fee

**III. General Conditions and Clarifications**

- A. Work will be scheduled in coordination with the City and their requirements
- B. Existing equipment and instrumentation are assumed to be in working order. Equipment found to be defective, or out-of-calibration will be identified by Wunderlich-Malec. Repair or recalibration is not included unless specified in this proposal.
- C. Operator training to the extent required.
- D. Post start-up services to the extent required.
- E. System warranty for the equipment supplied by Wunderlich-Malec as in the attached terms and conditions.
- F. Our agreed upon Terms and Conditions are attached.

**IV. Exclusions**

- A. Wunderlich-Malec Environmental specifically excludes the following items.
  1. Integration of security cameras into the SCADA system
  2. Sales or use taxes
  3. Performance, payment, or equipment bonds.
  4. Unloading of equipment and any common carrier charges levied because of Purchaser's inability to unload the shipment in a timely manner.

## TERMS AND CONDITIONS

### 1. Name Reference

SELLER means Wunderlich-Malec Engineering, Inc. and/or its Affiliates (including Wunderlich-Malec Services, Inc., Wunderlich-Malec Systems, Inc., Wunderlich-Malec AECM, Inc., and/or Case RMC, LLC), whichever is noted in the Proposal, Quote, Invoice, or Acknowledgement ("SELLER's Offer"). SELLER is responsible for performance of the Work as defined in the Agreement. BUYER refers to person or entity that receives SELLER's Offer and/or authorizes SELLER to perform the Work. BUYER is responsible for payment for the Work. BUYER and SELLER are referred to herein as a "Party" or collectively as the "Parties".

### 2. Applicable Terms

These Terms and Conditions, SELLER's Proposal, Scope of Work, Governmental Compliance Certifications, and any addenda or change orders agreed to by the Parties in writing shall constitute the Agreement between the Parties and govern the sale by SELLER of all goods, services, equipment, design, procurement, and/or consultation (collectively, "the Agreement").

### 3. Scope of Work and Changes

The goods, services, equipment, design, procurement, and/or consultation shall be collectively referred to herein as the Scope of Work or Work and is an integral part of the agreement between the Parties. Both BUYER and SELLER may request/propose changes to the Scope of Work. These changes may be implemented only upon mutual agreement in writing, which agreement shall address changes to pricing and/or schedule. SELLER shall not be required to proceed with any requested changes until a mutually executed change order or other documentation has been received and accepted. Unless otherwise agreed, fees for all changed or additional Work shall be charged at the standard SELLER rates (including any markup) in effect at the time of the change.

### 4. Authorization to Proceed

BUYER's approval of the Agreement in writing shall be authorization for SELLER to proceed with the Work and adoption of these Terms.

### 5. Payment to SELLER

Invoices, in US dollars, shall be issued monthly by SELLER for all Work performed, per the schedule of values/payments included with SELLER's Offer. Invoices are due and payable by BUYER in accordance with the Illinois Local Government Prompt Payment Act. If BUYER disputes all or part of an invoice in good faith, it shall state in writing the reason(s) for its dispute within thirty (30) days of receiving SELLER's invoice, and BUYER shall promptly pay all undisputed portions in accordance with these Terms.

### 6. Standard of Care and Warranty

The standard of care applicable to SELLER's Work is as follows: (i) for services, SELLER represents and warrants that any services will be performed with degree of skill and care that is required by current industry standards by appropriately qualified personnel for the particular service under similar circumstances at the same time and in the same locality; and (ii) for goods and equipment, SELLER represents and warrants that any goods and equipment provided will be free from defects in materials or workmanship under normal use and care. Subject to the foregoing standard of care, SELLER may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. Unless otherwise stated in SELLER's Offer, the warranty period shall be as follows (the "Warranty Period"): (a) for services, twelve (12) months from the date the services are performed; and (b) for goods and equipment, twelve (12) months from the date of delivery to the place designated. If during the Warranty Period BUYER gives SELLER prompt written notice of breach of this warranty, SELLER shall, at its sole option and as BUYER's sole remedy, repair or replace the subject parts or refund the purchase price therefor. This warranty is conditioned on BUYER's proper operation and maintenance of equipment and connecting equipment in accordance with manufacturer's instructions, and fulfillment of BUYER's payment obligations to SELLER. This warranty does not cover damage caused by chemical action or abrasive material, misuse, unauthorized repairs or alterations, or improper installation by others. SELLER SHALL PROVIDE TO THE BUYER, IN WRITING, ALL MANUFACTURER'S WARRANTIES. EXCEPT AS



PROVIDED HEREIN, SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, FOR ITS SERVICES OR HARDWARE FURNISHED BY SELLER BUT MANUFACTURED BY OTHERS .

#### **7. Disclaimer for Site Supervision**

Unless specifically stated in Paragraph 9 herein, SELLER shall not at any time supervise, direct, control, or have authority over any non-affiliated site contractor's work, nor shall SELLER have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any site contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a site contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. SELLER neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the agreement between BUYER and such contractor, unless such contractor is an approved sub-contractor of the Seller as provided in Article 9 herein.

#### **8. Termination**

The right or obligation to proceed under this Agreement may be terminated, in whole or in part, by either party (i) for convenience, on thirty (30) days' written notice, or (ii) for cause, if either Party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, SELLER shall be paid for all Work performed prior to the effective date of termination.

#### **9. Use of SELLER Affiliates**

SELLER may use any one or more of its local offices or Affiliates as a subconsultant or supplier for the Work without further authorization from BUYER, provided that SELLER shall be responsible for the supervision of such Affiliate or subcontractor, remains responsible for such Work, and such Work will be deemed to be performed by an approved subcontractor or supplier under all applicable project requirements.

#### **10. Ownership of Work Product**

All work product and design deliverables (including sketches, drawings, plans, specifications, programs, graphic screens, configuration, and program documentation in native file format), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by SELLER (in electronic or hard copy formats), and all related proprietary and intellectual property rights (collectively, "Work Product"), shall remain SELLER's sole property. SELLER grants BUYER a non-exclusive, non-transferable, limited license to use the Work Product solely for BUYER's use to operate and maintain the project and/ or installed application provided BUYER has substantially performed its obligations, including prompt payment of sums due. BUYER shall not disclose Work Product to third parties or use Work Product for another application or location without SELLER's prior written consent. Any limited license supplied pursuant to this paragraph that relates to intellectual property of others, including third-party software, is only to the extent of SELLER's license, and subject to any end user license agreements or other applicable conditions, which shall be provided to the BUYER.

#### **11. Confidentiality**

Unless the Parties have executed a prior mutual non-disclosure agreement, the following provision shall apply to any information exchanged under this Agreement. The Parties agree that information which pertains to the business activities of the other, and which is not the subject of general public knowledge, including, without limitation, proprietary processes, technical information and know how, management policies, economic policies, financial and other data, customer lists, and computer software ("Confidential Information") is to be used only in connection with the execution of the Work. The receiving Party shall treat Confidential Information with at least the same degree of care in safeguarding as it uses to safeguard its own similar, confidential information that it does not wish to disclose, provided such degree of care is reasonably calculated to prevent inadvertent disclosure and unauthorized use thereof. The receiving Party agrees to notify the disclosing Party immediately upon discovery of any inadvertent disclosure or unauthorized use of Confidential Information and to promptly use reasonable efforts to prevent any further inadvertent disclosure or unauthorized use. Confidential Information may not be disclosed to any third party without the written consent of the disclosing Party, except to the extent required by law or in response to a court order, regulatory agency request, or other legal process; provided however, that the Party receiving such compulsory process or request shall promptly notify the disclosing Party and shall, insofar as possible, consult with the disclosing Party about the timing and manner of disclosure. Upon request by the disclosing Party, the receiving Party shall promptly deliver Confidential

Information and any copies thereof in the receiving Party's and its representatives' possession, provided that receiving Party may retain one (1) copy of such portions of the Confidential Information as is required to comply with internal policy or laws relating to document retention in the normal course of business.

**12. Compliance with Illinois Freedom of Information Act.** Notwithstanding any provision to the contrary, SELLER agrees to cooperate with the BUYER in fully complying with the Illinois Freedom of Information Act, 5ILCS 140/4 et seq. SELLER shall produce all records which are responsive to and not exempt from a request received by the BUYER under the Freedom of Information Act so that the BUYER may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then SELLER shall so notify the BUYER and if possible, the BUYER shall request an extension so as to comply with the Act. SELLER shall advise the BUYER if it maintains that any such records are exempt from disclosure or if producing records would constitute an unduly burdensome request as provided in the Illinois Freedom of Information Act, provided, however that in the event that the BUYER is found to have not complied as required by the Freedom of Information Act, based upon SELLER's failure to produce documents or otherwise appropriately respond to a request under the Act, then SELLER shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

### **13. Indemnification**

To the fullest extent permitted by law, the SELLER agrees it shall hold harmless, indemnify and defend the BUYER and each of its officers, agents and employees from any and all liability, claims, costs, losses, or damages including reasonable attorney's fees caused by the willful or negligent actions or omissions of its officers, employees, agents, or subcontractors of the SELLER arising out of or in performance of the Work or under the provisions of the Agreement.

To the fullest extent permitted by law, the BUYER agrees it shall hold harmless, indemnify and defend the SELLER and each of its officers, agents and employees from any and all liability, claims, costs, losses, or damages including reasonable attorney's fees caused by the willful or negligent actions or omissions of BUYER's officers, employees, agents, or subcontractors arising out of or in performance of the Work under the provisions of the Agreement.

The indemnifications as provided herein, shall not be limited by reason of the enumeration of any insurance coverage herein provided. The SELLER's indemnification of the BUYER, its officials, agents, employees and assigns shall survive the termination or expiration of this Agreement.

The BUYER does not waive, by these indemnification requirements, any defenses or protection granted under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available under the law.

### **14. Mutual Waiver of Consequential Damages**

Notwithstanding any other provision herein to the contrary, in no event shall either Party be liable to the other or any third party for any special, indirect, punitive, or consequential damages. This waiver includes, but is not limited to, loss of profits, loss of income, delay, loss of reputation, loss of use of equipment or facility, escape of contaminants, employment or lack of employment of BUYER's personnel or equipment, loss of opportunity, unrealized savings, or diminution of property value and shall apply to any cause of action including, without limitation, negligence, strict liability, breach of contract, statutory, and breach of warranty.

### **15. No Third Party Beneficiaries**

This Agreement gives no rights or benefits to anyone other than the BUYER and SELLER, and there are no third-party beneficiaries hereto. SELLER's Work is defined solely by this Agreement, and not by any other contract or agreement that may be associated with the project.

### **16. Hazardous Substances**

If BUYER requests SELLER to undertake obligations for BUYER's benefit involving the presence of hazardous substances at the project site, BUYER agrees to hold harmless, indemnify, and defend SELLER from and against any and all claims, losses, damages, liability, and costs (including attorneys' fees and experts fees and

costs), arising out of or in any way connected to the presence, discharge, release, or escape of contaminants of any kind at the project site, including, but not limited to any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, fumes, chemicals, acids or alkalis, or waste. This provision shall not apply to any hazardous substances that may be brought to the project site by the SELLER or delivered to the project site at the request of the SELLER, including any hazardous materials that are contained within any products provided to the BUYER as part of the Work to be performed.

#### **17. Force Majeure**

Neither Party shall be liable for unforeseen and unforeseeable delays due to causes beyond its control such as, but without limitation, labor shortages, strikes, lockouts, fires, acts of God and nature, any strike or labor disturbance, shortage of supply, equipment or transmission failure, epidemic, pandemic, quarantine, acts of government, acts of war, terrorism, sabotage, third party software anomalies, or computer viruses (each a "Force Majeure"). A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of the event, (a) provide written notice to the other Party of the nature and extent of the Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance as soon as reasonably practicable. If the Force Majeure continues for longer than 90 days, either Party may terminate this Agreement for convenience and, BUYER shall thereupon pay SELLER in accordance with Article 8.

#### **18. Taxes**

Unless otherwise specified, SELLER's prices do not include sales, use, VAT, or other such taxes, or project bonding. Taxes shall not be added to the invoice as a separate line item since the BUYER is a government entity exempt from all taxes. SELLER shall not bear any risk of sales, use, or any other such taxes.

#### **19. Governing Law**

These Terms shall be governed, construed, and interpreted in accordance with the laws of the State of Illinois, without regard to its choice-of-law principles. The Parties hereby agree that they are subject to judicial jurisdiction of the State of Illinois in any legal proceeding necessary or appropriate to interpret or enforce this Agreement or any part of this Agreement. Venue for any legal proceeding shall be deemed to be in the Circuit Court of DuPage County, Illinois.

#### **20. Disputes**

If the Parties are unable to resolve any claim or dispute arising out of or in connection with the Agreement through negotiation, any Party may seek to have the claim or dispute resolved through litigation in the Circuit Court of DuPage County, Illinois.

- 21. Compliance with Laws.** SELLER shall comply with all applicable federal, state, county and local laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. Both Parties agree to comply, and assist one another in complying with all applicable Federal, State and local laws and regulations in carrying out their respective obligations under this Agreement.
- 22. Notices.** All notices required to be given under the terms of this Agreement shall be given by personal delivery, overnight courier, facsimile with a confirmation copy by first class mail, or by certified mail with postage prepaid, addressed to the Parties as follows:
- |   |   |
|---|---|
| For the BUYER:  | For the SELLER:   |
| Director of Public Works<br>Village of Carol Stream<br>500 N. Gary Avenue<br>Carol Stream, IL 60188 | Wunderlich-Malec<br>ATTN: Legal<br>6101 Blue Circle Drive<br>Eden Prairie, MN 55343<br>CC by email to: <a href="mailto:legal@wmeng.com">legal@wmeng.com</a> |
- Either of the Parties may designate in writing from time to time substitute addresses or persons in connection with required notices.
- 23. Independent Contractor.** SELLER's employees shall perform all Work as provided in the Agreement as independent contractors and consultants to BUYER and not as employees of BUYER. SELLER shall be solely responsible for the payment of salary, payroll taxes and worker's compensation insurance for its employees.
- 24. Assignment.** Neither Party may assign its rights and obligations under the Agreement, except to its subsidiaries and affiliates, without the prior written consent of the other Party. The use by SELLER of personnel from any of its subsidiaries, affiliates or approved subcontractors shall not be deemed an assignment.
- 25. Saving Clause.** Each provision of this Agreement is severable from all other provisions and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provisions of this Agreement shall, nevertheless, remain in full force and effect.
- 26. Captions and Headings.** Captions included in this Agreement are for convenience only and are not to be used for purposes of interpretation of this Agreement.
- 27. Waiver.** No failure or delay by either Party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power or remedy. No waiver of any provision of this Agreement will be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver by either Party of any provision of this Agreement will not be construed as a waiver of any other provision of this Agreement, nor will such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance.
- 28. Survival of Provisions:** All express representations, waivers, indemnifications, limits of liability and insurance requirements in this Agreement shall survive its completion and/or termination.
- 29. Time of the Essence.** The Parties agree that time is of the essence in carrying out their respective obligations under the Agreement Documents.
- 30. Governmental Certifications.** The Governmental Certifications as attached hereto are an integral part of the Agreement.
- 31. Insurance**  
SELLER shall procure and maintain for the duration of the Agreement and for two (2) years after the Work has been accepted insurance against claims for personal injuries or death to persons or damage to property which may arise from or in connection with the performance of the Work by the SELLER, its agents, representatives,

employees or subcontractors. The SELLER's policy or policies of insurance (and that of its subcontractors and agents) shall specifically recognize and cover the SELLER's (subcontractors' and agents') indemnification obligations under these Terms and Conditions and shall not exclude or limit in any manner the coverage provided to the parties named as additional insureds under this Agreement. The SELLER's insurer(s) shall be licensed to do business in Illinois and shall be a financially solvent, nationally recognized insurance company rating of at least an "A minus" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

The SELLER shall furnish the BUYER with certificates of insurance specifically naming "the Village of Carol Stream, its officers, appointed and elected officials, president and trustees, employees, agents, attorneys and volunteers" as additional insureds on coverages listed in (i) through (iii) below, and with original endorsements affecting coverage required by these Terms and Conditions. Certificates of Insurance, which list only the BUYER as a Certificate Holder, will not be acceptable. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The BUYER reserves the right to request full certified copies of the insurance policies. Each of the SELLER's liability coverages required by these Terms and Conditions shall be primary coverage in all respects and in regard to the BUYER. Any insurance or self-insurance maintained by the BUYER or its agents shall be in excess of the SELLER's insurance and shall not contribute with it.

The SELLER shall maintain no less than the following insurance coverages and limits: (i) **Commercial General Liability**, \$1,000,000 each occurrence / \$2,000,000 aggregate; (ii) **Excess Liability**, \$10,000,000 each occurrence / \$10,000,000 general aggregate; (iii) **Automobile Liability**, \$1,000,000 combined single limit; (iv) **Workers' Compensation**, statutory; (v) **Employer's Liability**, \$1,000,000; (vii) **Professional Liability**, \$5,000,000; and (viii) **Cybersecurity**, \$1,000,000.

Each subcontractor or agent shall maintain the minimum limits of insurance set forth above for the SELLER and shall provide certificates of insurance, containing the same terms and provisions as required in this Section, to the BUYER as required of the SELLER prior to performing any Work. In regard to the Workers' Compensation and Employers' Liability Coverage, the insurer shall agree to waive all rights of subrogation against the BUYER, its officials, appointed and elected officers, president and trustees, employees, agents, and volunteers for losses arising from work performed by the SELLER for the BUYER.

Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the BUYER at: Attn: Village Manager, Village of Carol Stream, 500 N. Gary Avenue, Carol Stream, Illinois 60188.

BUYER:  
Village of Carol Stream

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

SELLER:  
Wunderlich-Malec Engineering, Inc.

  
\_\_\_\_\_  
Authorized Officer

Print Name: Dan Gilbert

Its: VP Operations

Date: 11/3/2022

ATTEST:

  
\_\_\_\_\_  
Print Name: Erik Carlson

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

I, Dan Gilbert (name), certify that I am employed as the VP Operations (title) of Wunderlich-Mata Services (company), a party to the Agreement to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

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

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

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

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

6. Compliance with Freedom of Information Act (FOIA)

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

Wunderlich-Malec Services  
Firm Name

By: Dan Gilbert / VP Operations  
Name/Title

[Signature]  
Signature

SUBSCRIBED AND SWORN to before me this 3 day Nov, 2022

[Signature]  
Notary Public



*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Village Manager *RM*  
**DATE:** November 1, 2022  
**RE:** Liquor License – Shell Carol Stream, 106 E. North Avenue

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Rmarts LLC d/b/a Carol Stream Shell is relinquishing their liquor license to Yogeshwari, Inc. d/b/a Shell Carol Stream. Attached for your consideration is an Ordinance reflecting the change of ownership to Yogeshwari, Inc. located at 106 E. North Avenue.

The application submitted by Yogeshwari, Inc. has found to be in order and backgrounds checks have been performed. Mayor Saverino as Local Liquor Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.



**ORDINANCE NO. 2022-11-\_\_\_\_\_**

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

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

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

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

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2022.

AYES:

NAYS:


ABSENT:

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

ATTEST:

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

*Village of Carol Stream*  
Interdepartmental Memorandum

**DATE:** October 25, 2022  
**TO:** Robert Mellor, Village Manager  
**FROM:** Jon Batek, Finance Director   
**COPY:** Susan Westgate, Director, Carol Stream Library  
**SUBJECT:** 2022 Property Tax Levy

Adoption of the combined Village and Library tax levy requires a two-meeting process and must be completed in time to file an approved levy ordinance in the DuPage County Clerk's Office no later than the last Tuesday in December. Even though the approved levy ordinance includes the levies for both the Village and Library, each will be itemized separately on property tax bills mailed around May 1<sup>st</sup> of each year.

**Step 1: Determination of Property Taxes to be Levied (Monday, November 7, 2022)**

The first step in the levy process involves a determination by the corporate authorities of the amount of funds needed to be raised by the property tax as referenced below:

The Illinois "Truth in Taxation Act" (35 ILCS 200/18-60) requires the following:

*Sec. 18-60. Estimate of taxes to be levied. Not less than 20 days prior to the adoption of its aggregate levy, hereafter referred to as "levy", the corporate authority of each taxing district shall determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. (Source: P.A. 82-102; 88-455.)*

The attached Village Board resolution incorporates the Village and Library proposed 2022 tax levies. The Village levy amount is stated at **\$3,800,000** and represents the third consecutive year of no increase in the Village property tax. The Library's proposed levy is stated at **\$3,804,461** and is reflected in Library Board resolution # 297 adopted on September 21, 2022 which is attached as **Exhibit A**. The Library's levy request for 2022 represents an increase of \$60,000 from their 2021 levy. For purposes of the tax cap calculations, this is an increase of \$56,510 or 1.5% over taxes extended in 2021. For reference, the allowable CPI increase permitted under the tax caps for 2022 is 5.0%, thus

the Library levy request would be approved within the limitations imposed by the tax caps.

**Exhibit B** summarizes the combined Village/Library property tax levy for 2022 which will be billed to property owners on or about May 1, 2023 and collected in June and September 2023. Since property taxes in Illinois are collected in arrears, the 2022 levy actually supports the Village and Library current FY22/23 budgets, not the fiscal year in which the funds are actually received (FY23/24).

### **Step 2: Determination of Need for Truth in Taxation Hearing**

The Truth in Taxation Act requires notification and public hearing on the proposed tax levy if the amount estimated in Step 1 above is greater than 105% of the prior year taxes extended. These requirements are stipulated in 35 ILCS 200/18-70 as follows:

*Sec. 18-70. More than 5% increase; notice and hearing required. If the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended, plus any amount abated by the corporate authority prior to extension, upon the final aggregate levy of the preceding year, exclusive of election costs, the corporate authority shall give public notice of and hold a public hearing on its intent to adopt an aggregate levy in an amount which is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy extensions, plus any amount abated, exclusive of election costs, for the preceding year. The hearing shall not coincide with the hearing on the proposed budget of the taxing district. (Source: P.A. 86-957; 88-455.)*

Since the combined proposed levies of the Village and Library result in a net increase of 0.7% compared to 2021 taxes extended by the County, **no Truth in Taxation hearing is required prior to the adoption of the 2022 property tax levy.**

### **Step 3: Adoption of Tax Levy Ordinance (Monday, December 5, 2022)**

With no requirement to hold a public hearing, the proposed final 2022 property tax levy may be considered for final approval at the December 5 Village Board meeting. Following approval, the levy will be filed in the DuPage County Clerk's Office.

Resolution No. \_\_\_\_\_

**A Resolution to Record the Determination of the  
Corporate Authorities of the Village of Carol Stream  
of the Amounts of Money Estimated to be Necessary to be  
Raised by Taxation on Taxable Property for the Fiscal Year  
Beginning May 1, 2022, and Ending April 30, 2023**

**Whereas**, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

**Whereas**, the Mayor and Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2022, and ending April 30, 2023, is Three Million Eight Hundred Thousand Dollars (\$3,800,000); and

**Whereas**, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #297 on September 21, 2022, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2022, and ending April 30, 2023, is Three Million Eight Hundred Four Thousand, Four Hundred Sixty One Dollars (\$3,804,461) for general corporate, audit, IMRF, Social Security, tort immunity insurance and special debt service purposes;

**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:** The estimate of the amount of money necessary to be raised by taxation for the year 2022 on the taxable property in the Village of Carol Stream to meet the operating budget of the

Village of Carol Stream exclusive of election and debt service costs, as determined by the Carol Stream Mayor and Board of Trustees, is Three Million Eight Hundred Thousand Dollars (\$3,800,000).

**Section 2:** The estimate of the amount of money necessary to be raised by taxation for the year 2022 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as determined by the Carol Stream Library Board of Trustees, is Three Million Eight Hundred Four Thousand, Four Hundred Sixty One Dollars (\$3,804,461).

**Section 3:** The amount of property tax extended upon the 2021 property tax levy ordinance including abatements, exclusive of election and debt service costs and aggregate refunds, was Seven Million Five Hundred Forty Eight Thousand, Four Hundred Eighteen Dollars (\$7,548,418); and the amount estimated to be levied upon the 2022 property tax levy ordinance to be hereafter adopted (\$7,604,461) is 100.7% of the amount of property taxes extended upon the 2021 tax levy ordinance.

**Section 4:** The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

**Section 5:** This Resolution shall be in full force and effect from and after its passage and approval.

**Passed** by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**Ayes:**

**Nays:**

**Absent:**

**Approved** by the Mayor of the Village of Carol Stream, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

Mayor of the Village  
of Carol Stream, Illinois

**Attest:**

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Village Clerk of the Village  
of Carol Stream, Illinois

RE: 2022 REQUEST FOR TAX LEVY

WHEREAS, the Board of Library Trustees passed its Fiscal 2023 Budget / Appropriation, on March 16, 2022 as attached hereto and included in Exhibit A; and

WHEREAS, Exhibit A, which also describes the FY 2023 appropriation, and describes anticipated expenditures in the amount of \$4,469,761; and

WHEREAS, funds derived as income from sources other than tax receipts are anticipated to total \$117,300 for the fiscal year 2023.

WHEREAS, a total amount of \$3,804,461 is needed from tax receipts in addition to the amount received from other sources to satisfy the anticipated financial needs of the Library for fiscal year 2023.

RESOLVED that:

Section 1: The President and Board of Trustees of the Village of Carol Stream, Illinois are hereby requested to include in their appropriation ordinance for the fiscal year commencing on the first day of May 2022 and ending on the thirtieth day of April 2023 the following:

- A. Taxes to be levied to maintain the Public Library pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 3-4 shall be: \$3,205,000 or as much thereof as may be authorized by law, but in no event shall such tax levy for maintenance and operation of the Carol Stream Public Library exceed 0.60 percent of the value of all such taxable property as equalized or assessed by the Department of Revenue pursuant to the anticipated expenditures and financial requirements detailed in Exhibit A.
- B. Taxes to be levied for participation in the Illinois Municipal Retirement Fund, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$205,000.
- C. Taxes to be levied for participation in the FICA, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$125,000.
- D. Taxes to be levied for the Liability Insurance Fund, as provided in Illinois Compiled Statutes Chapter 745, Act 10, Section 9-107, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$25,000.
- E. Taxes to be levied for the Annual Audit as provided in Illinois Compiled Statutes, Chapter 50, Act 310, Section 9, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$10,000.
- F. Taxes to be levied for debt service pursuant to an Intergovernmental Loan Agreement between the Village of Carol Stream and the Board of Library Trustees of the Carol Stream Library as approved by the Library Board of Trustees, dated October 17, 2018, in the sum of \$234,461.

Section 2: That pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 5-8, the Board of Library Trustees shall accumulate and set apart as a Capital Improvement and Repair Fund for the

purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library purposes, and for repairs and alterations of library buildings and equipment, the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits and pursuant to plans to be developed by the Board of Library Trustees.

Section 3: That the funds derived from sources other than the Tax Levy may be allotted by the Board of Library Trustees to such budgeted items and in such amounts as said Board may determine within the limits of said budget.

Section 4: That the unexpended balance of any item or items of said Budget as set forth in this Resolution may be expended in making up any deficiency in any other item or items in the same general Budget made by this Resolution.

Section 5: That the President and Board of Trustees of the Village of Carol Stream are further requested to include in their levy ordinance the following statement:

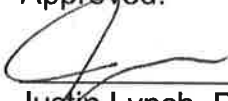
All ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 6: That the President and the Board of Trustees of the Village of Carol Stream be aware that the Illinois Statutes require that the levy ordinance be duly passed and a certified copy be recorded with the DuPage County Clerk on or before the last Tuesday in December 2022.

Resolution passed this 21<sup>st</sup> day of September, 2022 by a vote of:

Ayes: 7, Nays: 0, Absent or not voting: 0.

Approved:

  
Justin Lynch, President  
Board of Library Trustees

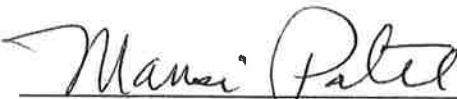
Attest:

I, the undersigned Secretary of the Board of Library Trustees of the Village of Carol Stream, hereby state that the foregoing Resolution entitled:

2022 REQUEST FOR TAX LEVY

was duly adopted by said Board of Trustees at a valid meeting on September 21, 2022.

Seal:

  
Mansi Patel, Secretary  
Board of Library Trustees



				FY 22/23
				Appropriation
				Approved 3/16/22
ACCT #	Account Name			
<b>GENERAL FUND REVENUES</b>				
<b>3000</b>	<b>Property Taxes</b>			
3001	Property Tax -- Current			3,205,000
3002	Property Tax -- Non-Current			1,000
<b>3100</b>	<b>PPR Taxes</b>			25,000
<b>3200</b>	<b>Interest Income</b>			
3201	Interest Income -- Taxes			500
3202	Interest Income -- Investments			8,000
<b>3300</b>	<b>Patron Payments</b>			
3301	Fines & Fees			6,000
3302	Public Copier Payments			6,000
3303	Non-Resident Card Fees			2,000
3304	Sale items			500
<b>3400</b>	<b>Donations</b>			5,000
<b>3500</b>	<b>Developer Contributions</b>			500
<b>3600</b>	<b>RBP/ILL Reimbursements</b>			500
<b>3700</b>	<b>Grants</b>			
3701	Per Capita Grant			58,800
3702	Other Grants/Awards			1,000
3800	Other Income			2,500
<b>TOTAL REVENUES</b>				<b>3,322,300</b>
<b>GENERAL FUND EXPENDITURES</b>				
<b>5100</b>	<b>SALARIES</b>			
5101	Exempt Staff Salaries			643,000
5102	Non-exempt Staff Salaries			1,320,000
5103	Custodial Salaries			89,000
<b>5104</b>	<b>Benefits-Med/Life/Dental</b>			
5105	Professional Education			15,000
5106	Memberships			4,000
5107	Benefits -- Life insurance			2,000
5108	Benefits -- Health Insurance			230,000
5109	Benefits -- Other			3,000
5110	Trustee Development			3,500
<b>TOTAL</b>				<b>2,309,500</b>
<b>5200</b>	<b>PLANT MAINTENANCE</b>			
5201	Supplies			15,000
5202	Maintenance/Repair			10,000
5203	Maintenance Contracts			52,400
5204	Landscape Maintenance/Snow Removal			15,000
5205	Furniture/Equipment			7,000
5206	Electric-Com Ed			47,000
5207	Water/Sewer			8,000
5208	Insurance (Property)			11,000
<b>TOTAL</b>				<b>165,400</b>

				FY 22/23
				Appropriation
				Approved 3/16/22
ACCT #	Account Name			
<b>5300</b>	<b>BUSINESS EXPENSE</b>			
5301	Postage			3,000
5302	Office & Equipment Supplies			7,000
5303	Library Printing			2,000
5304	Equipment Leasing			18,000
5305	Mileage Reimbursement			1,500
5306	Legal Notices			600
5308	Business Phone			6,000
5309	Accounting Service			14,500
5310	Material Recovery Fees			1,000
5311	Payroll Service			7,000
5312	Attorney Fees			6,000
5314	Other Consultants			0
5315	Other Expenditures			6,000
5317	Bank & Credit Card Fees			100
5319	Security Service			20,000
5320	Donation Received Expense			5,000
5321	Human Resources Expense			14,000
	<b>TOTAL</b>			<b>111,700</b>
<b>5400</b>	<b>CIRCULATION &amp; MATERIALS PROCESSING, INCLUDING AUTOMATED SERVICES</b>			
5401	Automation Hardware			10,000
5402	ISP and Web Page Hosting			14,000
5403	Computer Software			6,000
5404	Tech Support & Repair			20,000
5405	Technical Services Supplies			4,000
5406	Circulation Supplies			4,000
5408	Tech Serv Online Resources			15,000
5409	RBP/ILL Expenses			500
5410	SWAN Consortium			47,000
5411	Village IT Services			102,000
	<b>TOTAL</b>			<b>222,500</b>
<b>5500</b>	<b>SERVICES</b>			
5501	Youth Services Programs			32,000
5503	Adult/Teen Programs			25,000
5505	Library Newsletter			38,400
5509	Library Publicity and Promotion			20,000
	<b>TOTAL</b>			<b>115,400</b>
<b>5600</b>	<b>COLLECTION DEVELOPMENT</b>			
5601	Youth Services Books			55,000
5606	Youth Services Media			20,000
5630	Adult Services Books			72,000
5634	Online Resources			30,000
5635	Magazines & Newspapers			12,000
5637	Adult Services Media			40,000

				FY 22/23
				Appropriation
				Approved 3/16/22
ACCT #	Account Name			
5651	Digital Media			110,000
5652	Grant/Award Expense (Databases)			58,800
	<b>TOTAL</b>			<b>397,800</b>
<b>GENERAL FUND EXPENDITURES</b>				
5100	SALARIES			2,309,500
5200	PLANT MAINTENANCE			165,400
5300	BUSINESS EXPENSE			111,700
5400	CIRCULATION & MATERIAL PROC...			222,500
5500	SERVICES			115,400
5600	COLLECTION DEVELOPMENT			397,800
	<b>TOTAL EXPENDITURES</b>			<b>3,322,300</b>
<b>GENERAL FUND REVENUES</b>				
	LIBRARY TAX			3,205,000
	OPERATING REVENUE			117,300
	<b>TOTAL REVENUES</b>			<b>3,322,300</b>
<b>OTHER FINANCING SOURCES/FUNDS</b>				
<b>Class 80</b>	<b>BUILDING RENOVATION LOAN FUND</b>			
80-3001	Special Debt Service Tax Levy			234,461
80-3002	Interest income			
80-8000	Loan payment expense			234,461
	Net Difference			0
	<b>Fund Balance April 30</b>			<b>0</b>
<b>WORKING CASH FUND</b>				
20-3001	Working Cash Levy			0
20-3202	Interest on investments			100
	<b>TOTAL</b>			<b>100</b>
20-6920	Transfer to General Fund			-100
	<b>Fund Balance April 30</b>			<b>48,361</b>
<b>Class 50</b>	<b>LIABILITY INSURANCE FUND</b>			
50-3001	Liability Insurance Levy			25,000
50-3202	Interest on Investments			0
50-3300	LIMRIC UCGA Dividend			0
	<b>TOTAL</b>			<b>25,000</b>

				FY 22/23
				Appropriation
				Approved 3/16/22
ACCT #	Account Name			
50-7101	Liability Insurance			20,000
50-7102	Risk Management expense			3,000
50-7103	Unemployment Comp. Insurance			5,000
	<b>TOTAL</b>			<b>28,000</b>
	Net Difference			-3,000
	Fund Balance, May 1		(FY21 audit)	11,040
	<b>Reserve Balance April 30</b>			<b>8,040</b>
	<b>Reserve In Months</b>			<b>3.45</b>
<b>Class 30</b>	<b>FICA FUND</b>			
30-3001	FICA Tax Levy			125,000
30-3202	Interest on Investments			0
30-5104	FICA Benefit			160,000
	Net Difference			-35,000
	Fund Balance, May 1		(FY21 audit)	106,402
	<b>Reserve Balance April 30</b>			<b>71,402</b>
	<b>Reserve In Months</b>			<b>5.36</b>
<b>Class 40</b>	<b>IMRF FUND</b>			
40-3001	IMRF Tax Levy			205,000
40-3202	Interest on Investments - IMRF			
40-5104	IMRF Benefit			230,000
	Net Difference			-25,000
	Fund Balance, May 1		(FY21 audit)	84,848
	<b>Reserve Balance April 30</b>			<b>59,848</b>
	<b>Reserve In Months</b>			<b>3.12</b>
<b>Class 60</b>	<b>AUDIT FUND</b>			
60-3001	Audit Levy			10,000
60-3202	Interest on Investments			
60-7201	Audit Expense			13,000
	Net Difference			-3,000

				FY 22/23
				Appropriation
				Approved 3/16/22
ACCT #	Account Name			
	Fund Balance, May 1		(FY21 audit)	7,841
	<b>Reserve Balance April 30</b>			<b>4,841</b>
	<b>Reserve in Months</b>			<b>4.47</b>
<b>Class 70</b>	<b>CAPITAL MAINTENANCE &amp; REPAIR FUND</b>			
	<b>CAPITAL MAINTENANCE &amp; REPAIR REVENUE</b>			
70-3001	Interest on Investments			
70-3202	Grant Funds			
70-3203	Building Renovation Loan			
70-3702	<b>TOTAL</b>			
	<b>CAPITAL MAINTENANCE &amp; REPAIR EXPENDITURES</b>			
70-7301	MAJOR REPAIRS			
70-7301				
<b>70-7400</b>	<b>OTHER CAPITAL EXPENDITURES</b>			
7401	Furniture			10,000
7402	Parking Lot Repair/Maintenance			12,000
7403	Building Repair			50,000
7404	Landscape			50,000
7405	Memorials			1,000
7406	OTHER EXPENDITURES			50,000
	Subtotal			173,000
<b>70-7500</b>	<b>Special Projects</b>			
7503	Front Entrance Outdoor Renovation			250,000
7504	Capital Replacement Study			15,000
7505	Recover Partition Wall			
7506	Office & Staff Room Door Wraps			10,000
7507	Automation Equipment			30,000
7509	Security Upgrades			4,000
	Total			482,000
	FUND BALANCE, MAY 1		(Feb. 2022)	1,520,326
	FUND BALANCE, APRIL 30			<b>1,038,326</b>

# Exhibit B

## VILLAGE OF CAROL STREAM PROPOSED 2022 PROPERTY TAX LEVY (Collected in 2023)

	2021 Taxes <u>Extended</u>	2022 Proposed <u>Levy</u>	\$ <u>Inc/(Dec)</u>	% <u>Inc/(Dec)</u>
<b>VILLAGE LEVY:</b>				
Operating	3,800,466.54	3,800,000.00	(466.54)	0.0%
Bond Payments	-	-	-	
<b>Total</b>	<u>3,800,466.54</u>	<u>3,800,000.00</u>	<u>(466.54)</u>	
<b>LIBRARY LEVY:</b>				
Operating				
Corporate	3,180,430.94	3,205,000.00	24,569.06	
Special Debt Service Tax Levy	234,461.00	234,461.00	-	
IMRF	175,512.45	205,000.00	29,487.55	
Audit	11,055.90	10,000.00	(1,055.90)	
Tort/Liab	20,729.82	25,000.00	4,270.18	
Social Security	<u>125,760.89</u>	<u>125,000.00</u>	<u>(760.89)</u>	
Operating Total	3,747,951.00	3,804,461.00	56,510.00	1.5%
Bond Payments	-	-	-	
<b>Total</b>	<u>3,747,951.00</u>	<u>3,804,461.00</u>	<u>56,510.00</u>	<u>1.5%</u>
<b>TOTAL, VILLAGE AND LIBRARY</b>				
Operating <sup>1</sup>	7,548,417.54	7,604,461.00	56,043.46	0.7%
Bond Payments	-	-	-	0.0%
<b>Total</b>	<u><u>7,548,417.54</u></u>	<u><u>7,604,461.00</u></u>	<u><u>56,043.46</u></u>	<u><u>0.7%</u></u>

<sup>1</sup> Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2021.

**Public hearing is NOT required**

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

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

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

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to declare training vehicles #623 and #626 as surplus for sale and sold by the Police Department.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

- 2012 Dodge Charger (623) VIN: 2C3CDXAT4CH278391
- 2012 Dodge Charger (626) VIN: 2C3CDXAT4CH278388

now owned by the Village of Carol Stream, is no longer useful and declared surplus.

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2022.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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



## Carol Stream Police Department Memorandum

**To:** Chief Holmer

**From:** Administrative CST Harvey *gjh*

**Date:** October 31, 2022

**Re:** Surplus Item

---

The Department has identified the below listed vehicle that is older, has mechanical issues, and has surpassed its usefulness.

Training car #623 (2012 Dodge Charger VIN: (2C3CDXAT4CH278391). The vehicle currently has 102,906 miles.

A village wide message was sent and no other department expressed an interest in this vehicle. It is recommended the Village Manager declare it is as surplus and sold by the Department.

*Approved  
Wh*

*gjh*

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## Carol Stream Police Department Memorandum

**To:** Chief Holmer

**From:** Administrative CST Harvey *JH*

**Date:** October 17, 2022

**Re:** Surplus Item

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The Department has identified the below listed vehicle that is older, has mechanical issues, and has surpassed its usefulness.

Training car #626 (2012 Dodge Charger VIN: (2C3CDXAT4CH278388). The vehicle currently has 114,000 miles.

A village wide message was sent and no other department expressed an interest in this vehicle. It is recommended the Village Manager declare it is as surplus and sold by the Department.

*Recommended / UK  
10-25-2022*

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

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

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in "Exhibit A"; and

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated October 20, 2022.

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

PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF NOVEMBER, 2022

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

EXHIBIT "A"

*Village of Carol Stream*  
Interdepartmental Memo

TO: Bob Mellor, Village Manager  
FROM: Philip J. Modaff, Director of Public Works  
DATE: October 20, 2022  
RE: Surplus Declaration – Public Works Equipment

Public Works has identified the following village property that is no longer necessary or useful to the village and is seeking approval to be declared surplus.

**Computer Hardware Cabinet - Quantity 1**

This computer hardware cabinet was originally used at the Water Reclamation Center and was going to be repurposed to house the base radio station in the water tower. However, a different cabinet was used that provided a better alternative. The IT Department was consulted and they have confirmed the cabinet is no longer useful.



### **Public Works Shelving Units - Quantity 2**

Below are two shelving units that were removed from the Fleet and Facilities Division's parts room when the inventory was recently consolidated taking up less space. Some of the metal will be scrapped and the remaining metal will be saved in the garage as scrap metal for future repairs.



### **Woods Equipment Company D80 Mower Deck – Quantity 1**

This 1998 weed and grass mower deck is beyond its useful life and is experiencing mechanical problems. The equipment was scheduled for replacement this year and Public Works has already taken possession of the new mower deck.



### **Monroe Tailgate Spreader – Quantity 1**

This 2006 Monroe Tailgate Spreader was removed from a plow truck that was rehabbed which received a new tailgate spreader. This spreader is beyond its useful life and is no longer useful to the department.



### **Monroe 11' Snowplow – Quantity 1**

This 2006 Monroe 11' Snowplow was also removed from a plow truck that was rehabbed which received a new plow. This plow is beyond its useful life and is no longer useful to the department.



## Sodium Hypochlorite Bulk Storage Tanks – Quantity 2


These 2,250 gallon sodium hypochlorite bulk storage tanks are located at the Water Reclamation Center, and are used in the wastewater treatment disinfection process. Both tanks have surpassed their expected equipment life and are beginning to show signs of delamination at the bottom of each tank.



Staff recommends these items be declared surplus by the Mayor and Board of Trustees and the Village Manager be authorized to dispose of the property pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances.

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

**TO:** Robert Mellor, Village Manager

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

**DATE:** November 2, 2022

**RE:** **Agenda Item for the Village Board Meeting of November 7, 2022**  
**A Resolution Rescinding Resolution 3226 – Route 64 Plat of Consolidation**

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Following annexation of the two parcels at the northeast corner of North Avenue and County Farm Road owned by David Cooper (Route 64, LLC) in August 2021, Mr. Cooper filed an application for a Plat of Consolidation to create a single 0.874-acre lot out of the two parcels. The Village Board unanimously approved the *Route 64 Plat of Consolidation* with the adoption of Resolution 3226 on November 1, 2022.

Following Village Board authorization of the Plat, Mr. Cooper began working with DuPage County to obtain the signatures needed to allow the Plat to be recorded at the DuPage County Recorder's Office. While attempting to obtain a signature from the DuPage County Division of Transportation, Mr. Cooper was informed that he would need to have a traffic study prepared and submitted to the County for review before consideration would be given to providing a signature. Mr. Cooper did not wish to incur the expense of preparing a professional traffic study, and subsequently received Village Board approval of an amendment to the annexation agreement for the property, which relieved him of the need to undertake site improvements required under the original annexation agreement, and also removed use approvals granted for the property. There is no active business use taking place on the site, and the two parcels are listed for sale as one property.

Since the *Route 64 Plat of Consolidation* will not be recorded by DuPage County, staff recommends that the Village Board adopt the attached Resolution Rescinding Resolution 3226, which authorized the *Route 64 Plat of Consolidation*. This will amend Village records to make it clear that the consolidation of the two parcels did not occur. Responsibility for consolidating the parcels will be a requirement of the next owner of the parcels.

cc: David Cooper, Route 64 LLC  
Ryan Cooper, Route 64 LLC

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

**A RESOLUTION RESCINDING RESOLUTION 3226, WHICH  
AUTHORIZED A PLAT OF CONSOLIDATION  
(ROUTE 64, LLC, 27W174 NORTH AVENUE AND 2N441 COUNTY FARM ROAD)  
PIN# 01-36-204-014 AND 01-36-204-019**

**WHEREAS**, on November 1, 2021, the Village Board approved Resolution 3226, authorizing a Plat of Consolidation filed by David Cooper of Route 64, LLC, hereinafter referred to as the Petitioner, to create one lot measuring approximately 0.874 acres from the two parcels at 27W174 North Avenue and 2N441 County Farm Road, in accordance with Section 16-8-4 (O)(4) of the Carol Stream Code of Ordinances; and

**WHEREAS**, the Petitioner has been unable to meet requirements of the DuPage County Division of Transportation necessary to allow the Plat of Consolidation to be recorded by the DuPage County Recorder's Office; and

**WHEREAS**, on September 6, 2022, the Village Board approved Ordinance 2022-09-41, authorizing the execution of a First Amendment to the Annexation Agreement, which relieved the Petitioner of certain use and site improvement requirements for the two parcels; and

**WHEREAS**, with the Plat of Consolidation authorized by Resolution 3226 not having been recorded, the parcels remain as two separate parcels, and not a single consolidated lot as authorized by Resolution 3226; and

**WHEREAS**, the Village Board wishes to rescind Resolution 3226.

**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:** This Resolution rescinds Resolution 3226 which authorized a Plat of Consolidation of the two parcels located at 27W174 North Avenue and 2N441 County Farm Road.

**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 7<sup>th</sup> day of November, 2022.

AYES:

NAYS:

ABSENT:

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



ATTEST:

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Julia Schwarze, Village Clerk

s:\comdev\ordinances and resolutions for village board agenda\resolutions\22-00xx rescind resolution 3226 route 64 llc.docx

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

**TO:** Mayor and Trustees  
**FROM:** Robert Mellor, Village Manager  
**DATE:** November 2, 2022  
**RE:** Recreational Cannabis Dispensary Zoning

On January 1, 2020, the State of Illinois legalized the recreational use of cannabis for those 21-years of age or older. Previous to this, The Illinois General Assembly passed the Compassionate Use of Medical Cannabis Pilot Program Act in 2013, which legalized the use of medical cannabis for over 30 specific medical conditions that may be legally treated using cannabis. Additionally, in 2016, Illinois reduced punishment for under 10 grams of cannabis to a \$100 – \$200 fine where it had previously been a misdemeanor offense. As can be seen, State legislators have been gradually reducing the penalties for cannabis use in Illinois including the expungement of past marijuana-related convictions of an estimated 700,000 Illinoisans. The DuPage County Board recently approved zoning for recreational cannabis dispensary sales and cultivation centers in the unincorporated portions of the County, having revisited their past zoning prohibiting such uses.

The Plan Commission and Village Board had previously reviewed and acted upon zoning issues associated with the sale of recreational cannabis dispensary sales in Carol Stream. Staff realizes, and are sensitive to the philosophical differences of opinion on whether cannabis should have been legalized in Illinois and further, whether Carol Stream should allow or loosen the zoning restrictions on recreational cannabis sales in our community.

It has been suggested that now that the DuPage County Board has voted to allow cannabis dispensaries in unincorporated areas of the County, the Village should reconsider its position on recreational cannabis dispensary sales and expand the zoning for this use. The change which has prompted this reconsideration is the potential revenue, which the Village could use to address Police services, substance abuse and social services. Absent a change in our current zoning for recreational cannabis, a dispensary could and likely would be set up on our unincorporated border and the Village would not realize any of the revenues to help offset our services to address substance abuse issues and other drug awareness programs such as D.A.R.E. Staff are not advocating one way or the other on whether to change the Village’s zoning code for cannabis dispensaries but are looking for direction from the Village Board on whether you wish to change the Code to make it less restrictive in light of the County’s actions on this matter.

**The current Zoning on Cannabis Dispensaries:**

When the Village Board added Adult Use Cannabis Dispensaries as a Special Use, it included the following requirements:

- That an Adult Use Dispensary could not be located within a 1,500 foot radius of any other dispensing organization located within or outside the Village; and
- That an Adult Use Dispensary could not be located within 1,000 feet of the property line of a pre-existing public or private preschool or elementary or secondary school or day care center, park, place of worship, or public library within or outside the village.

The attached map has been updated to show allowable locations for adult use cannabis dispensaries in Carol Stream under current Village zoning regulations. Adult use cannabis dispensaries are only allowed as special uses in the O-S District. Properties zoned O-S District in Carol Stream are shown in blue on the map. As seen on the attached map, the only property in Carol Stream where an adult use dispensary could be established under current zoning would be at Covenant Living at Windsor Park. They would need to obtain a special use approval from the Village Board, but no one from Windsor Park has, to date, expressed interest in operating a dispensary. DuPage County's ordinance provides that recreational cannabis dispensaries can locate near major roadways, a minimum of 1,500 feet from another dispensary and at least 1,500 feet from schools. If DuPage County chooses to locate a recreational cannabis dispensary along our borders (see attached map), they could do so.

**Staff are requesting whether the Village Board are willing to reconsider the zoning for recreational cannabis dispensary sales in Carol Stream and, if so, under what conditions or restrictions would you be willing to consider expansion of this use for review by the Plan Commission <sup>1</sup>.**

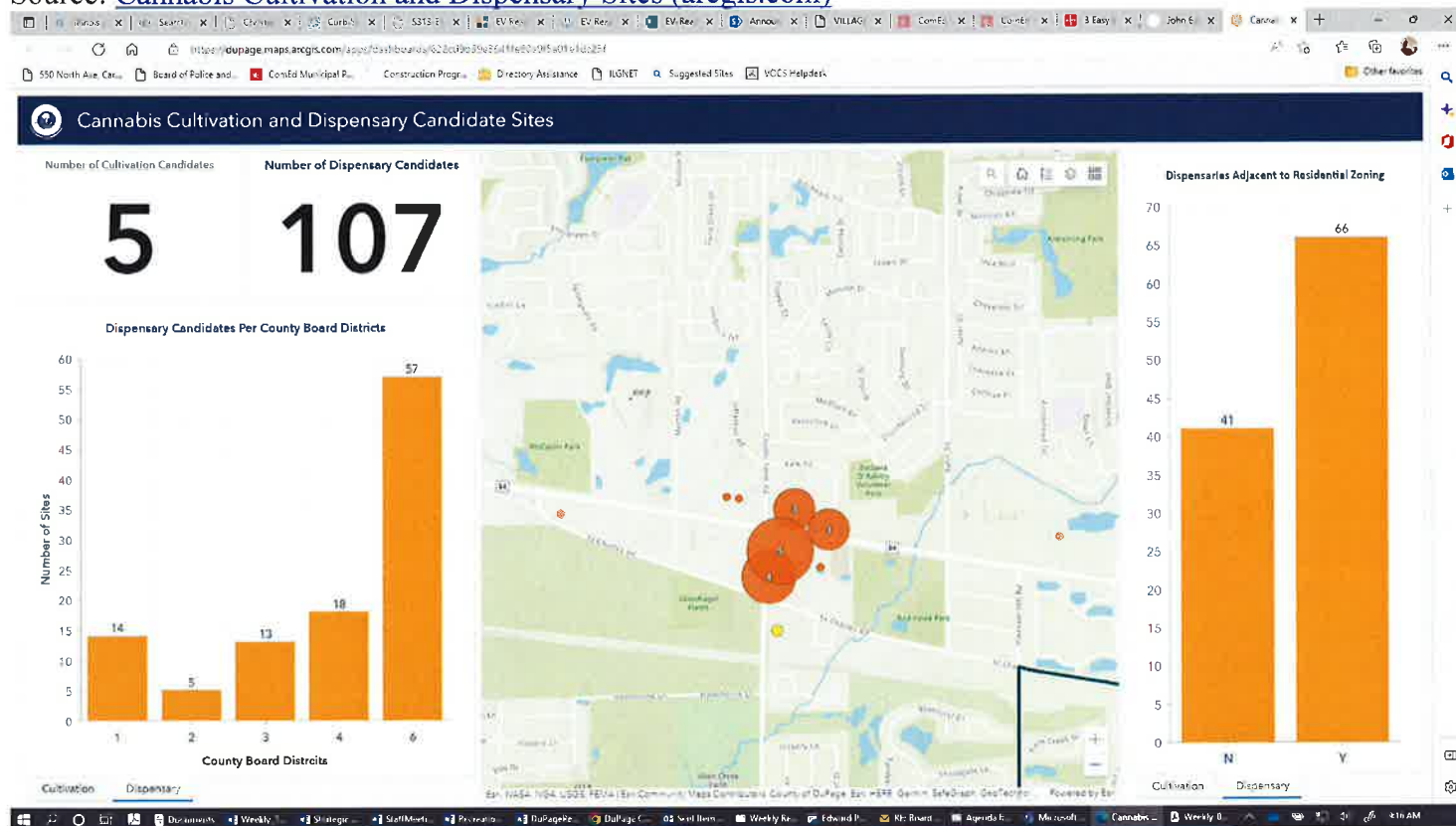
**<sup>1</sup> If the Village Board wishes to reconsider recreational cannabis dispensary zoning, than staff would be looking for direction from the Board on the specific limitations you would like to see remain, if any, such as:**

- **Should there be any distance separation between a dispensary and schools, parks, or daycare use, i.e. similar to alcohol sales?**
- **Should dispensaries be added as an Allowable Use in the B-3 District or remain as a Special Use in the O-S District as currently written in Village Code?**

Attachments

The unincorporated areas adjacent to Carol Stream in the map below, are located along North Avenue and St. Charles Rd. near Ethel St. and County Farm Rd. The dots below represent potential County recreational cannabis dispensaries. The second map below shows the properties within the corporate boundaries of Carol Stream. The white areas are Carol Stream and the blue shaded areas are unincorporated DuPage County. The green areas are parks or forest preserves.

Source: [Cannabis Cultivation and Dispensary Sites \(arcgis.com\)](https://arcgis.com)



DuPage County has identified 20 of the 57 possible District 6 County dispensary sites adjacent to Carol Stream. All tax revenues associated with these dispensaries would go to DuPage County and the State of Illinois.

# Pot shops allowed in unincorporated DuPage County



Retail marijuana shops and cultivation centers now are allowed in unincorporated areas of DuPage County. (stock photo)

BY ALICIA FABBRE (AFABBRE@DAILYHERALD.COM)

DuPage County Board members Tuesday reversed course and changed zoning regulations to allow for retail cannabis shops and cultivation centers in unincorporated areas.

The vote comes three years after county board members initially voted to ban cultivation centers, craft growers and other adult-use cannabis businesses in unincorporated areas of the county. But

since that vote, cannabis businesses have become more acceptable across the suburbs.

Seventeen towns in DuPage County have said yes to recreational sales since the state legalized adult-use cannabis. Neighboring Chicago collar counties also have given the go-ahead for retail sales and cultivation centers.

“The county board is really making some progressive moves,” said DuPage County Board member Liz Chaplin, who after Tuesday’s vote gave board members a coin commemorating state legislation legalizing cannabis.

“Cannabis is legalized in this state. You can have it in your home. In DuPage County, many of our municipalities now allow the sale of recreational cannabis ... it’s a positive thing.”

Chaplin said she plans to attend an upcoming development committee meeting to ask the county to consider zoning changes to allow for on-site consumption.

“We have so many bars in DuPage, so if we had an on-site consumption ordinance that allowed for one or two on-site locations, that might not be a terrible thing,” the Downers Grove Democrat said.

Before Tuesday’s vote, Joe Sheehan of Kerry Farms in Winfield asked the county board to consider allowing on-site consumption, noting that a cannabis cooking show asked to use his hemp farm as the backdrop for upcoming shows.

“I’m not asking for special treatment,” Sheehan said. “I’m asking for the same rules in other counties as to not miss out on this opportunity.”

The county’s zoning ordinance approved Tuesday spells out where recreational cannabis shops can locate — near major roadways, a minimum of 1,500 feet from another dispensary and at least 1,500 feet from schools for dispensaries. Cultivation centers must be at least 2,500 feet from schools.

County board member James Zay expressed concern that his district could potentially be home to as much as 60% of the county’s dispensaries and was among three Republicans who voted against the zoning code changes.

“That’s a huge amount for one district to have,” Zay said.

Of the state’s 185 licenses available for dispensaries, the Chicago area, including DuPage, is eligible for up to 110, said Paul Hoss, the county’s planning and zoning administrative director. Chaplin noted those licenses likely would be spread throughout the area.



## Village of Carol Stream

### Adult-Use Cannabis Dispensaries 1000-Foot Buffer Radius

Schools, Daycares,  
Places of Worship,  
Library, Parks

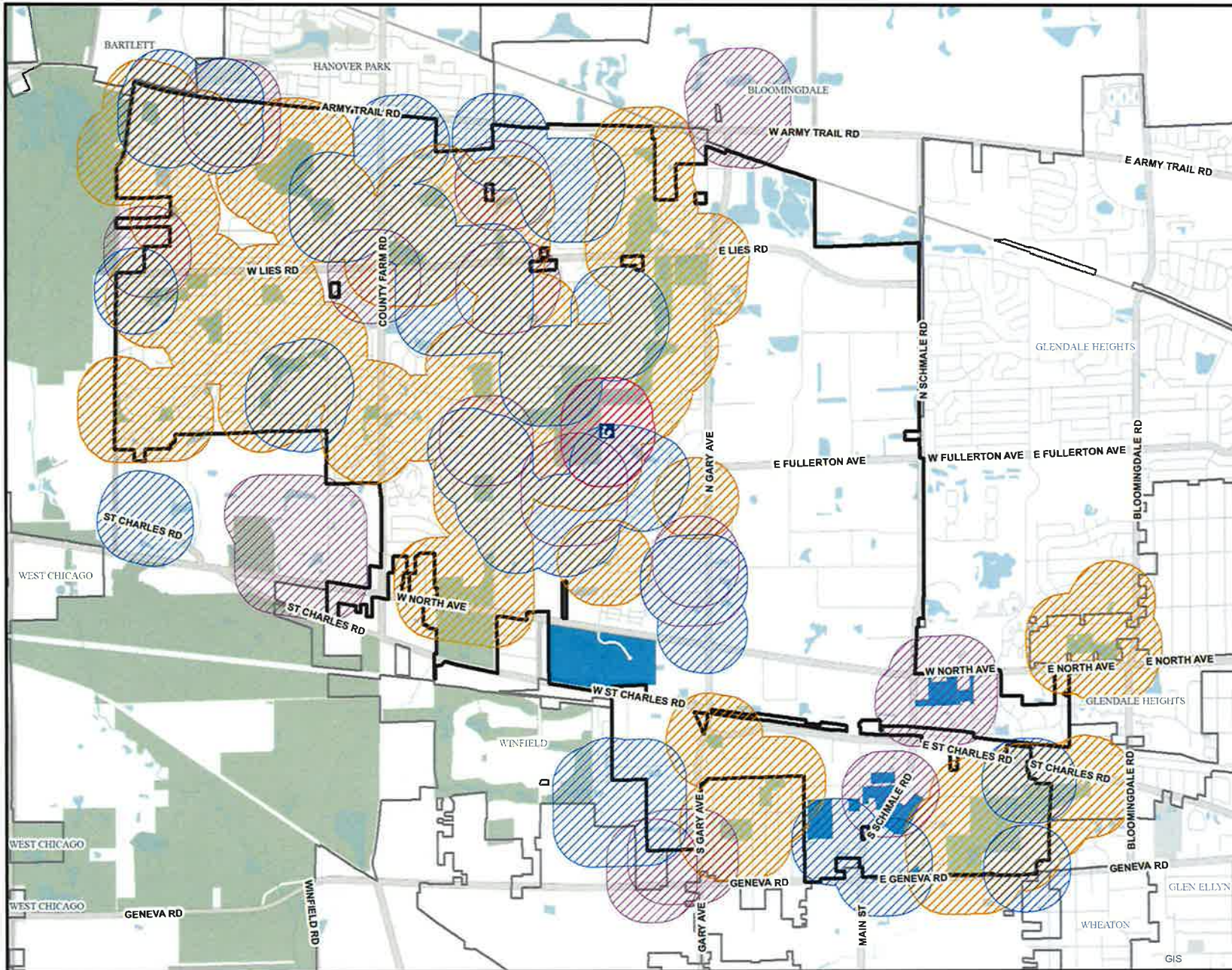
- O-S
- School & Daycare 1000ft Buffer
- Place of Worship 1000ft Buffer
- Parks 1000ft Buffer
- Library 1000ft Buffer
- Library
- Parks
- Village Limits
- Neighboring Community Boundaries

0 1,800 3,600 Feet

1 inch = 2,250 feet



GIS  
Consortium



**Village of Carol Stream  
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**AGENDA ITEM**  
L-1 11/2/22

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AEP ENERGY</b>					
100 DELLA CT 09/07-10/06/22	6.32	01670300-53213	STREET LIGHT ELECTRICITY	3013130378	
1025 LIES RD 09/15-10/14/22	16.17	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 10/17/22	
1345 GEORGETOWN 09/19-10/18/22	9.07	01670300-53213	STREET LIGHT ELECTRICITY	3013130390 10/19/22	
192 YUMA LN 09/16-10/17/22	13.73	01670300-53213	STREET LIGHT ELECTRICITY	3013130479 10/18/22	
300 BENNETT DR 09/20-10/19/22	707.10	01670300-53213	STREET LIGHT ELECTRICITY	3013130367 10/20/22	
401 TOMAHAWK 09/16-10/17/22	17.80	01670300-53213	STREET LIGHT ELECTRICITY	3013130468 10/18/22	
403 SIOUX 09/16-10/17/22	9.58	01670300-53213	STREET LIGHT ELECTRICITY	3013130389 10/18/22	
491 CHEYENNE 09/16-10/17/22	9.59	01670300-53213	STREET LIGHT ELECTRICITY	3013130413 10/18/22	
512 CANYON TRL 09/16-10/17/22	8.96	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 10/18/22	
594 NEZ PERCE CT 09/16-10/17/22	8.77	01670300-53213	STREET LIGHT ELECTRICITY	3013130424 10/18/22	
633 THUNDERBIRD 09/16-10/17/22	31.78	01670300-53213	STREET LIGHT ELECTRICITY	3013130457 10/18/22	
796 PAWNEE 09/16-10/17/22	27.71	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 10/18/22	
	<u>866.58</u>				
<b>AL DINING LLC</b>					
REIMB-IRRIGATION SYSTEM REPAIR	3,826.45	04201600-54480	CONSTRUCTION	147781	
	<u>3,826.45</u>				
<b>ALEXIS ARAOZ, GIS ANALYST</b>					
GIS CONTRACTOR 09/28-10/31/22	4,573.92	01652800-52257	GIS SYSTEM	0000017	
	<u>4,573.92</u>				
<b>ALYSSA MCHUGH</b>					
TUITION REIMB-MCHUGH 08/22-12/10/22	2,485.80	01610100-52223	TRAINING	ACCY531, ACCY622	
	<u>2,485.80</u>				
<b>ARAMARK UNIFORM &amp; CAREER APPAREL GROUP INC</b>					
FIRST AID SUPPLIES	59.74	01590000-53317	OPERATING SUPPLIES	ORD4-010045	
	<u>59.74</u>				



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<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLDG PLAN REV-490 MAIN PL, 24-4443-NEWC	2,509.00	01643700-52253	CONSULTANT	60218	
FIRE SPRINKLER REV-590 TOWER BLVD, 22-4487-	425.00	01643700-52253	CONSULTANT	60354	
	<b>2,934.00</b>				
<b>BAXTER &amp; WOODMAN INC</b>					
GENERATOR REPLACEMENT PO-4005	5,287.19	04201600-52253	CONSULTANT	0239745	20230060
GENERATOR REPLACEMENT PO-4005	5,287.19	11740000-55487	FACILITY CAPITAL IMPROVEMENT	0239745	20230060
WRC CONSTRUCTION-DEWATERING, PO-3906, P/	12,882.60	04101100-54480	CONSTRUCTION	0239743	20230030
	<b>23,456.98</b>				
<b>BRIAN COOPER</b>					
FBINAA 2022-COOPER 11/02-11/04/2022	54.00	01660100-52223	TRAINING	FBINAA 2022-COOPER.1	
	<b>54.00</b>				
<b>CAROL STREAM PARK DISTRICT</b>					
PARK PASSES-SEP 2022	65.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES SEP 2022	
	<b>65.00</b>				
<b>CARYL REBHOLZ</b>					
IPELRA CONFERENCE-REBHOLZ	178.13	01600000-52223	TRAINING	IPELRA 2022-REBHOLZ	
	<b>178.13</b>				
<b>CHICAGO METROPOLITAN AGENCY FOR PLANNING</b>					
2023 LOCAL CONTRIBUTION	1,510.69	01520000-52234	DUES & SUBSCRIPTIONS	2023MUNI037	
	<b>1,510.69</b>				
<b>CHRISTOPHER B BURKE ENGR LTD</b>					
TC-FOUNTAIN IMPROVEMENTS, PO-4602175	2,452.50	11740000-55487	FACILITY CAPITAL IMPROVEMENT	178575	20230025
	<b>2,452.50</b>				
<b>COMCAST CABLE</b>					
INTERNET, VOICE SVC 10/15-11/14/22	4,563.32	01652800-52230	TELEPHONE	157429257	
	<b>4,563.32</b>				

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<b>COMED</b>					
465 CENTER 09/16-10/17/22	80.65	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 10/17/22	
KUHN RD, RT64 09/16-10/17/22	30.16	01662300-52298	ATLE SERVICE FEE	4202129060 10/17/22	
MASTER ACCT-5025 09/15-10/14/22	292.57	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 10/19/22	
MORTON, LIES 09/21-10/20/22	85.58	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 10/25/22	
	<u>488.96</u>				
<b>CONCENTRIC INTEGRATION</b>					
MISC SCADA ISSUES, REPAIRS	2,600.00	04201600-52244	MAINTENANCE & REPAIR	0239744	
	<u>2,600.00</u>				
<b>CONRAD POLYGRAPH, INC</b>					
POLYGRAPH-2 CANDIDATES	360.00	01510000-52228	PERSONNEL HIRING	5268	
POLYGRAPH-9 CANDIDATES	1,620.00	01510000-52228	PERSONNEL HIRING	5222	
	<u>1,980.00</u>				

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<b>CONSTELLATION NEW ENERGY</b>					
1015 LIES RD 09/15-10/14/22, 63660442401	53.18	04201600-53210	ELECTRICITY	7280332-21 10/17/22	
106 GOLDENHILL 09/21-10/20/22, 63701448401	22.66	01670600-53210	ELECTRICITY	7280332-24 10/21/22	
1128 EVERGREEN TRL 09/19-10/18/22, 6368249	49.83	04101500-53210	ELECTRICITY	7280332-25 10/19/22	
124 GERZEVSKE LN 09/15-10/14/22, 6366044721	1,927.15	04201600-53210	ELECTRICITY	7280332-17 10/17/22	
1348 CHARGER CT 09/15-10/14/22, 6366044190	143.65	04101500-53210	ELECTRICITY	7280332-20 10/17/22	
1350 TALL OAKS 09/16-10/17/22	28.80	04101500-53210	ELECTRICITY	7280332-29 10/18/22	
1415 MAPLE RIDGE 09/19-10/18/22, 636825071	88.93	01670600-53210	ELECTRICITY	7280332-28 10/20/22	
1N END THORNHILL 09/15-10/14/22, 636604601	62.53	01670300-53213	STREET LIGHT ELECTRICITY	7280332-6 10/17/22	
200 TUBEWAY 09/08-10/10/22, 63617926601	241.47	04101500-53210	ELECTRICITY	7280332-18 10/11/22	
300 KUHN RD 09/16-10/17/22, 63675341401	1,687.71	04201600-53210	ELECTRICITY	7280332-19 10/18/22	
301 ANTELOPE 09/16-10/17/22, 63675291401	37.40	01670300-53213	STREET LIGHT ELECTRICITY	7280332-11 10/18/22	
333 FULLERTON 09/15-10/17/22, 63682541001	983.81	04201600-53210	ELECTRICITY	7280332-27 10/19/22	
391 FLINT 09/16-10/17/22, 63675322001	32.47	01670300-53213	STREET LIGHT ELECTRICITY	7280332-12 10/18/22	
391 ILLINI DR 09/21-10/20/22, 63701459101	31.09	01670600-53210	ELECTRICITY	7280332-26 10/24/22	
451 SILVERLEAF 09/16-10/17/22, 63675266801	26.87	01670300-53213	STREET LIGHT ELECTRICITY	7280332-1 10/18/22	
500 GARY AVE 09/16-10/17/22, 63675358201	54.88	01670300-53213	STREET LIGHT ELECTRICITY	7280332-5 10/18/22	
506 CHEROKEE 09/16-10/17/22, 63675332701	28.99	01670300-53213	STREET LIGHT ELECTRICITY	7280332-4 10/18/22	
850 LONGMEADOW 09/16-10/17/22	64.21	01670600-53210	ELECTRICITY	7280332-23 10/18/22	
879 DORCHESTER 09/16-10/17/22, 6367529150:	18.37	01670600-53210	ELECTRICITY	7280332-22 10/18/22	
880 PAPOOSE CT 09/16-10/17/22, 63675291901	56.12	01670300-53213	STREET LIGHT ELECTRICITY	7280332-13 10/18/22	
990 DEARBORN 09/16-10/17/22, 63675336801	35.55	01670300-53213	STREET LIGHT ELECTRICITY	7280332-10 10/18/22	
	<b>5,675.67</b>				
<b>CONSULTING ENGINEERING, INC</b>					
LEAK DETECT SURVEY, PO-3999	23,120.00	04201600-52244	MAINTENANCE & REPAIR	1	20230068
	<b>23,120.00</b>				

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<b>CORE &amp; MAIN LP</b>					
B-BOX ASSEMBLIES	380.64	04201600-53317	OPERATING SUPPLIES	R699170	
BLUFF VALVE	1,056.50	04201600-53317	OPERATING SUPPLIES	R727199	
MUELLER LOWER STEM	306.32	04201600-53317	OPERATING SUPPLIES	R698948	
MUELLER LOWER STEMS	488.80	04201600-53317	OPERATING SUPPLIES	R687268	
	<u>2,232.26</u>				
<b>CREATIVE DISPLAYS, INC</b>					
HOLIDAY DECOR	6,160.45	01680000-53350	SMALL EQUIPMENT EXPENSE	54361	
	<u>6,160.45</u>				
<b>DELL MARKETING LP</b>					
ADDITIONAL 0365 LICENSES	79.15	01652800-52255	SOFTWARE MAINTENANCE	10615738281	
	<u>79.15</u>				
<b>DUPAGE COUNTY RECORDER</b>					
RECORDING R2022-094656	84.00	01520000-52233	RECORDING FEES	40460140	
RECORDING R2022-094660	118.00	01520000-52233	RECORDING FEES	40460141	
RECORDING R2022-094669	57.00	01520000-52233	RECORDING FEES	40460160	
	<u>259.00</u>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENCE</b>					
BUSINESS MTG-CAREY, MELLOR	120.00	01590000-52222	MEETINGS	11532A	
	<u>120.00</u>				
<b>DUPAGE WATER COMMISSION</b>					
WATER PURCHASE-SEP 2022	542,278.66	04201600-52283	DUPAGE CTY WATER COMMISSION	08/31/22-09/30/22	
	<u>542,278.66</u>				
<b>ENGINEERING RESOURCE ASSOCIATES INC</b>					
KLEIN CREEK SEC, PHASE III, PO-462680	1,239.30	11740000-55488	STORMWATER UTILITIES	160914CE.03	
PHASE II ENGINEERING-SEP 2022 PO-462654	5,915.30	11740000-55488	STORMWATER UTILITIES	160914B0.14	
	<u>7,154.60</u>				

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<b>EXAMINER PUBLICATIONS INC</b>					
FY22 TREASURER'S REPORT	585.00	01520000-52240	PUBLIC NOTICES/INFORMATION	57062	
PUBLIC NOTICE, RULES CHANGES	28.50	01520000-52240	PUBLIC NOTICES/INFORMATION	57074	
	<u>613.50</u>				
<b>FEECE OIL CO</b>					
DIESEL FUEL	304.26	04101500-53312	PWC DIESEL FUEL	3930164	
DIESEL FUEL	719.16	04201600-53312	PWC DIESEL FUEL	3930164	
DIESEL FUEL	857.46	01670400-53312	PWC DIESEL FUEL	3930164	
DIESEL FUEL	885.12	01670200-53312	PWC DIESEL FUEL	3930164	
	<u>2,766.00</u>				
<b>FGM ARCHITECTS</b>					
PD REMODEL, PO-4663127	3,057.50	11740000-55487	FACILITY CAPITAL IMPROVEMENT	22-3468.02-3	20230044
	<u>3,057.50</u>				
<b>GENUINE PARTS COMPANY INC</b>					
AU-SP PARTS 08/01-09/30/22	2,259.15	01696200-53354	PARTS PURCHASED	11007487 09/30/22	
	<u>2,259.15</u>				
<b>GEOCON PROFESSIONAL SERVICES</b>					
GEOTECH SVC PHASE II, PO-4013	5,250.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	202210275	20230071
GEOTECH SVC PHASE II, PO-4013	5,454.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	202210276	20230071
	<u>10,704.00</u>				
<b>GIS CONSORTIUM</b>					
GIS DUES	4,574.00	01652800-52257	GIS SYSTEM	673	
	<u>4,574.00</u>				

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<b>GOVTEMPSUSA LLC</b>					
ACCOUNTS CLERK-R ARGUILLES 10/09, 10/16/22	978.60	04103100-52253	CONSULTANT	4061970	
ACCOUNTS CLERK-R ARGUILLES 10/09, 10/16/22	978.60	04203100-52253	CONSULTANT	4061970	
AMR CLERK-A PEREZ 04/24, 05/01/22, PAY #4, PC	1,952.10	04201400-52253	CONSULTANT	3955046	20230012
OFFICE MANAGER-D KALKE 10/09, 10/16/22	3,364.80	01590000-52253	CONSULTANT	4061969	
	<b>7,274.10</b>				
<b>GRANICUS</b>					
WEBSITE HOSTING, CMS SUPPORT 10/15/22-10/	11,707.41	01652800-52255	SOFTWARE MAINTENANCE	157615	
	<b>11,707.41</b>				
<b>H &amp; H ELECTRIC COMPANY</b>					
COMED TRANSFORMER RELOCATION, PO-46268	7,057.68	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	40031	20230066
LIGHT REPAIR SVC-422 THUNDERBIRD, PO-4002	4,157.32	01670300-52271	STREET LIGHT MAINTENANCE	40026	20230064
LIGHT REPAIR SVC-485 LIES RD, PO-4002	3,975.62	01670300-52271	STREET LIGHT MAINTENANCE	40027	20230064
	<b>15,190.62</b>				
<b>HACKBARTH TRUCK &amp; EQUIPMENT, LLC</b>					
GEAR BOXES	4,255.85	01670200-53350	SMALL EQUIPMENT EXPENSE	336	
	<b>4,255.85</b>				
<b>HOLIDAY OUTDOOR DECOR</b>					
HOLIDAY DECOR	7,676.60	01680000-53350	SMALL EQUIPMENT EXPENSE	INV5100	
	<b>7,676.60</b>				
<b>ILLINOIS CITY /COUNTY MANANGEMENT ASSN</b>					
2ND POSTING OF AD-ASSIST PLANNER	50.00	01600000-52228	PERSONNEL HIRING	3764	
	<b>50.00</b>				

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<b>ILLINOIS SECRETARY OF STATE</b>					
TITLE, REGISTRATION	163.00	10670000-54415	VEHICLES	VIN05920	
TITLE, REGISTRATION	163.00	10670000-54415	VEHICLES	VIN05921	
TITLE, REGISTRATION #607	163.00	01662700-52244	MAINTENANCE & REPAIR	VIN40160	
TITLE, REGISTRATION #625	163.00	01662700-52244	MAINTENANCE & REPAIR	VIN49679	
TITLE, REGISTRATION #630	163.00	01662700-52244	MAINTENANCE & REPAIR	VIN40257	
	<u>815.00</u>				
<b>IMPRESSIONS IN STONE</b>					
DELAYED BRICK ORDER-GATSES	178.00	01750000-53302	BRICKS	12217	
	<u>178.00</u>				

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<b>INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE</b>					
NOV 2022 INSURANCE	841.54	01670500-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,122.06	01670300-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,309.07	04100100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,402.59	01670200-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,402.59	01670700-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,870.12	04101500-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,870.12	04201400-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	1,963.60	01670600-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	2,182.01	01680000-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	2,452.22	01662500-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	2,869.91	01640100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	3,067.48	04103100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	3,067.48	04203100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	3,185.20	01590000-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	3,622.62	01652800-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	4,902.29	01643700-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	5,890.85	01670400-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	6,545.38	04200100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	7,012.91	01696200-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	7,106.44	04201600-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	7,382.01	01662600-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	7,793.08	01610100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	8,415.50	01670100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	9,341.10	01620100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	9,341.10	01662300-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	10,910.05	01662400-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	14,485.39	01664700-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	33,849.52	01660100-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	39,843.31	01600000-51111	GROUP INSURANCE	11012022	
NOV 2022 INSURANCE	62,232.83	01662700-51111	GROUP INSURANCE	11012022	



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Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
	<u>267,280.37</u>				
<b>JULIE INC</b>					
JULIE 07/01-09/30/22	345.88	04201600-52272	PROPERTY MAINTENANCE	2022-0272 09/30/22	
JULIE 07/01-09/30/22	345.88	04101500-52272	PROPERTY MAINTENANCE	2022-0272 09/30/22	
JULIE 07/01-09/30/22	345.89	01670600-52272	PROPERTY MAINTENANCE	2022-0272 09/30/22	
JULIE 07/01-09/30/22	345.89	01670300-52272	PROPERTY MAINTENANCE	2022-0272 09/30/22	
	<u>1,383.54</u>				
<b>JOHN JUNGERS</b>					
FBINAA 2022-JUNGERS 11/02-11/04/22	54.00	01660100-52223	TRAINING	FBINAA 2022-JUNGERS	
	<u>54.00</u>				
<b>JOHN L FIOTI</b>					
ADJUDICATION-OCT 2022	575.00	01570000-52238	LEGAL FEES	OCTOBER 2022	
	<u>575.00</u>				
<b>KLUBER, INC.</b>					
PWC PHASE II IMPROVEMENTS, PO-3998	15,865.50	11740000-55487	FACILITY CAPITAL IMPROVEMENT 8207		20230065
	<u>15,865.50</u>				
<b>LANDSCAPE MATERIAL &amp; FIREWOOD SALES INC</b>					
GRASS SEED	110.00	01670400-53317	OPERATING SUPPLIES	3000674242	
TOP SOIL	90.00	01670400-53317	OPERATING SUPPLIES	3000674392	
TREE, LEAK RESTOS	180.00	01670400-53317	OPERATING SUPPLIES	3000674236	
TREE, LEAK RESTOS	380.00	04201600-52286	PAVEMENT RESTORATION	3000674236	
	<u>760.00</u>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-OCT 2022	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2022-10	
PROSECUTION-OCT 2022	8,065.70	01570000-52312	PROSECUTION DUI	2022-10	
	<u>10,465.70</u>				

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

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>LECHNER &amp; SONS</b>					
MATS, TOWELS, WIPES 09/28/22	23.54	01696200-53317	OPERATING SUPPLIES	3133114	
MATS, TOWELS, WIPES 09/28/22	49.99	01670100-53317	OPERATING SUPPLIES	3133114	
MATS, TOWELS, WIPES 10/12/22	23.54	01696200-53317	OPERATING SUPPLIES	3138478	
MATS, TOWELS, WIPES 10/12/22	49.99	01670100-53317	OPERATING SUPPLIES	3138478	
	<u>147.06</u>				
<b>LRS HOLDINGS LLC</b>					
HAULING 09/16, 09/30/22	1,105.50	01670500-52265	HAULING	0005121873	
PORTA JOHN-280 KUHN RD 09/23-10/20/22	127.00	01670400-52264	EQUIPMENT RENTAL	PS490528	
STREET SWEEP-OCT 2022	10,402.00	01670600-52272	PROPERTY MAINTENANCE	PS488407	20230015
	<u>11,634.50</u>				
<b>MARCOTT ENTERPRISES, INC.</b>					
SPOIL HAULING, PO-4001	0.00	01670500-52265	HAULING	19021	20230059
SPOIL HAULING, PO-4001	0.00	01670500-52265	HAULING	22959	20230059
SPOIL HAULING, PO-4001	300.00	04201600-52265	HAULING	22959	20230059
SPOIL HAULING, PO-4001	900.00	04201600-52265	HAULING	19021	20230059
	<u>1,200.00</u>				
<b>MICHELE LOPEZ</b>					
IPSI 2022-LOPEZ 10/02-10/07/22	53.61	01670100-52223	TRAINING	IPSI 2022-LOPEZ	
	<u>53.61</u>				
<b>MORTON SALT INC</b>					
ROAD SALT 2022-2023, PO-3987	3,312.16	01670200-53335	SALT	5402671158	20230070
ROAD SALT 2022-2023, PO-3987	5,129.48	01670200-53335	SALT	5402676355	20230070
ROAD SALT 2022-2023, PO-3987	6,219.89	01670200-53335	SALT	5402673356	20230070
ROAD SALT 2022-2023, PO-3987	6,576.52	01670200-53335	SALT	5402675448	20230070
ROAD SALT 2022-2023, PO-3987	8,475.04	01670200-53335	SALT	5402672532	20230070
ROAD SALT 2022-2023, PO-3987	9,537.36	01670200-53335	SALT	5402674594	20230070
	<u>39,250.45</u>				

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

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>MUNICIPAL GIS PARTNERS INC</b>					
MGP GIS-OCT 2022	12,495.17	01652800-52257	GIS SYSTEM	6049	
MGP GIS-SEP 2022	12,495.17	01652800-52257	GIS SYSTEM	6048	
	<u>24,990.34</u>				
<b>NAPCO STEEL INC</b>					
OC STEEL PLATE	104.00	01696200-53354	PARTS PURCHASED	461391	
	<u>104.00</u>				
<b>NICOR</b>					
124 GERZEVSKE LN 09/19-10/19/22	57.15	04201600-53230	NATURAL GAS	13811210007 10/19/22	
1348 CHARGER CT 09/20-10/20/22	169.13	04101500-53230	NATURAL GAS	86606011178 10/20/22	
200 TUBEWAY DR 09/16-10/18/22	51.37	04101500-53230	NATURAL GAS	14309470202 10/18/22	
	<u>277.65</u>				
<b>PADDOCK PUBLICATIONS INC</b>					
BID NOTICE-PW INTERIOR BID 09/28/22	133.40	01520000-52240	PUBLIC NOTICES/INFORMATION	230156	
PUBLICATION 11/14/22	110.00	01520000-52240	PUBLIC NOTICES/INFORMATION	232083	
	<u>243.40</u>				
<b>PETTY CASH</b>					
PETTY CASH 11/07/22	884.12	01-10307	PETTY CASH	PETTY CASH 11/07/22	
	<u>884.12</u>				
<b>R&amp;M PRINTING AND PROMOTIONS INC</b>					
DARE T-SHIRTS	988.75	01664700-53325	COMMUNITY RELATIONS	158903	
	<u>988.75</u>				
<b>REFUNDS MISC</b>					
22-3797-SOLR, 1138 COUNTRY GLEN LN-REFUNC	168.00	01000000-42307	BUILDING PERMITS	1138 COUNTRY GL-2022	
339 CLEARWATER CT-LAWN RESTORATION	2,900.00	11740000-55488	STORMWATER UTILITIES	339 CLEARWATER-2022	
	<u>3,068.00</u>				

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

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>REFUNDS PRESERVATION BONDS</b>					
21-1810-DRVW, #2457119, 3N776 FAIR OAKS-RE	300.00	01-24302	ESCROW - GRADING	3N776 FAIR OAKS-2022	
	<u>300.00</u>				
<b>REFUNDS W&amp;S FINALS</b>					
	7.87	04-12110	ACCOUNT RECEIV WATER & SEWER	04828-13455	
	19.60	04-12110	ACCOUNT RECEIV WATER & SEWER	04829-20040	
	20.10	04-12110	ACCOUNT RECEIV WATER & SEWER	04830-20477	
	23.68	04-12110	ACCOUNT RECEIV WATER & SEWER	04824-13935	
	37.02	04-12110	ACCOUNT RECEIV WATER & SEWER	04827-15717	
	51.75	04-12110	ACCOUNT RECEIV WATER & SEWER	04825-17034	
	69.72	04-12110	ACCOUNT RECEIV WATER & SEWER	04823-14364	
	80.00	04-12110	ACCOUNT RECEIV WATER & SEWER	04826-16526	
	<u>309.74</u>				
<b>REGIONAL TRUCK EQUIPMENT CO</b>					
PLOW INSTALLATION PO-4009	0.00	04201600-54415	VEHICLES	58522	20230056
PLOW INSTALLATION PO-4009	0.00	10670000-54415	VEHICLES	58511	20230056
PLOW INSTALLATION PO-4009	6,771.00	04201600-54415	VEHICLES	58511	20230056
PLOW INSTALLATION PO-4009	6,771.00	10670000-54415	VEHICLES	58522	20230056
	<u>13,542.00</u>				
<b>ROMAAS, INC</b>					
RENOVATION-PD PO-4663133	-1,000.00	11-21454	RETAINAGE - ROMAAS, INC	2237-1	20230073
RENOVATION-PD PO-4663133	10,000.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	2237-1	20230073
	<u>9,000.00</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>RUSH TRUCK CENTERS</b>					
SP CHAMBERS	124.56	01696200-53354	PARTS PURCHASED	3029166699	
SP FILTER	28.19	01696200-53354	PARTS PURCHASED	3029458822	
SP FILTER	83.90	01696200-53354	PARTS PURCHASED	3029463079	
SP FILTERS	64.93	01696200-53354	PARTS PURCHASED	3029462226	
SP FILTERS	206.37	01696200-53354	PARTS PURCHASED	3029420707	
SP FILTERS	206.50	01696200-53354	PARTS PURCHASED	3029186150	
SP HOSE	35.38	01696200-53354	PARTS PURCHASED	3029257078	
SP PUMP	184.59	01696200-53354	PARTS PURCHASED	3029476898	
	<b>934.42</b>				
<b>STANDARD EQUIPMENT COMPANY</b>					
PUMP REPLACEMENT, PO-4008	24,751.40	01696200-53353	OUTSOURCING SERVICES	W09127	20230069
	<b>24,751.40</b>				
<b>STUDIO GC ARCHITECTURE + INTERIORS</b>					
PWC ARCHITECT SVC PO-3983	2,835.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	22036.03	20230037
	<b>2,835.00</b>				
<b>SUPERIOR ROAD STRIPING</b>					
2022 PAVEMENT MARKING, PO-462683	42,420.02	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	111922	20230067
	<b>42,420.02</b>				
<b>TELCOM INNOVATIONS GROUP LLC</b>					
RE-NUMBER PHONE	193.75	01652800-52253	CONSULTANT	A59027	
	<b>193.75</b>				

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

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THE BOARD OF TRUSTEES OF THE UNIV OF ILL</b>					
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-076	
LAB TESTING	105.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-077	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2021-265	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-019	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-021	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-078	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-079	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-080	
LAB TESTING	180.00	01662300-53317	OPERATING SUPPLIES	H1078 2022-145	
	<b>1,470.00</b>				
<b>TIF 3 NORTH AND SCHMALE RD</b>					
SALES TAX-JUL 2022	-10,130.79	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 10/31/22	
SALES TAX-JUL 2022	10,130.79	01720000-58340	SALES TAX TFR - RDA#1	TIF3 10/31/22	
SALES TAX-JUL 2022	10,130.79	22-11105	CASH - TRUST	TIF3 10/31/22	
	<b>10,130.79</b>				
<b>TRANSYSTEMS CORPORATION</b>					
2022 ITEP-OCT 2022, PO-462682	6,556.24	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0003915597	
2022 STP QUARTERLY REPORTS	498.29	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0003918945	
FAIR OAKS IMPROVEMENT 09/10-10/14/22 PO-	1,862.54	06320000-54469	REBUILD ILLINOIS BOND	16-3915400	
KUHN RD BIKE TRL-PHASE III PO-462687	15,103.54	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	01-3917746	
	<b>24,020.61</b>				
<b>TYCO FIRE &amp; SECURITY (US)MGMT INC</b>					
ALARM-500 GARY AVE 07/01-09/30/22	90.00	01590000-52230	TELEPHONE	37498294	
ALARM-500 GARY AVE 10/01-12/31/22	90.00	01590000-52230	TELEPHONE	37873518	
	<b>180.00</b>				

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

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>U S POSTMASTER</b>					
POSTAGE WATER BILLS-OCT 2022	2,494.02	04103100-52229	POSTAGE	1529 10/28/22	
POSTAGE WATER BILLS-OCT 2022	2,494.02	04203100-52229	POSTAGE	1529 10/28/22	
	<b>4,988.04</b>				
<b>USI CORPORATION</b>					
TAPE LIBRARY, PO-1955	15,362.00	01652800-54412	OTHER EQUIPMENT	028676	20230072
	<b>15,362.00</b>				
<b>V3 CONSTRUCTION GROUP LTD</b>					
KEHOE BLVD STABILIZATION, PO-462626	9,800.00	11740000-55488	STORMWATER UTILITIES	4	
	<b>9,800.00</b>				
<b>VERIZON WIRELESS</b>					
PHONES 09/14-10/13/22	36.01	02385200-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	38.01	01652800-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	42.27	01610100-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	42.27	01640100-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	42.27	01643700-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	44.72	01662700-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	80.28	01600000-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	84.54	01680000-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	109.54	01643700-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	122.55	01696200-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	136.65	01590000-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	206.78	04100100-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	291.63	01620100-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	357.39	01652800-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	555.70	01670100-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	589.64	04200100-52230	TELEPHONE	9918177402	
PHONES 09/14-10/13/22	2,900.85	01662700-52230	TELEPHONE	9918177402	
	<b>5,681.10</b>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VILLA PARK OFFICE EQUIPMENT</b>					
LABOR-DISMANTLE EXISTING CUBICLES	3,750.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	76118	
	<u>3,750.00</u>				
<b>VILLAGE OF CAROL STREAM</b>					
124 GERZEVSKE LN-E PUMP STATION 09/01-10/0	129.86	04200100-53220	WATER	01936903-21254	
124 GERZEVSKE LN-N GARAGE 09/01-10/01/22	27.71	01670100-53220	WATER	01936572-20874	
124 GERZEVSKE LN-PW CENTER 09/01-10/01/22	126.11	01670100-53220	WATER	01936573-20875	
124 GERZEVSKE LN-PW METER 09/01-10/01/22	12.23	04200100-53220	WATER	01936891-21240	
124 GERZEVSKE LN-WASHDOWN BIN 09/01-10/0	131.82	04200100-53220	WATER	01936906-21257	
245 KUHN RD-ADMIN BLDG 09/01-10/01/22	38.85	04101500-53220	WATER	01936570-20872	
245 KUHN RD-BLOWER BLDG I 09/01-10/01/22	2.75	04101500-53220	WATER	01936928-21279	
245 KUHN RD-BLOWER BLDG II 09/01-10/01/22	2.46	04101500-53220	WATER	01936927-21278	
245 KUHN RD-BTH MAINT BLDG 09/01-10/01/22	3.22	04101500-53220	WATER	01936905-21256	
245 KUHN RD-MAINT CONTROL BLDG 09/01-10/0	10.06	04101500-53220	WATER	01936569-20871	
245 KUHN RD-WORKS BLDG 09/01-10/01/22	29.15	04101500-53220	WATER	01936571-20873	
300 KUHN RD-CHLORINE ANALYZER 09/01-10/01	119.40	04200100-53220	WATER	01936904-21255	
	<u>633.62</u>				
<b>WEST SIDE TRACTOR SALES</b>					
JOHN DEERE MODEL 444P, PO-3955	162,369.59	10670000-54415	VEHICLES	C02055	20230020
	<u>162,369.59</u>				
<b>WILLIAM HOLMER</b>					
AIRFARE IACP-HOLMER 10/14-10/19/22	261.96	01660100-52223	TRAINING	AIRFARE 2022-HOLMER	
IACP CONF-HOLMER 10/14-10/19/22	387.50	01660100-52223	TRAINING	IACP 2022-HOLMER	
	<u>649.46</u>				
<b>WINDY CITY CLEANING EQUIP &amp; SUPPLIES</b>					
OC CONNECTORS	66.23	01696200-53354	PARTS PURCHASED	004737	
	<u>66.23</u>				



**Village of Carol Stream  
Schedule of Bills  
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<b>GRAND TOTAL</b>	<u><u>\$1,422,911.35</u></u>				

**The preceding list of bills payable totaling \$ 1,422,911.35 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: 2022.11.04 08:02:59 -05'00'

**Date:** 11/4/2022

Bob Mellor –Village Manager

**Authorized by:**

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS  
 OCTOBER 18, 2022 Thru NOVEMBER 7, 2022**

<b>Fund</b>	<b>Check #</b>	<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
General	A C H	Wheaton Bank & Trust	Payroll October 03, 2022 thru October 16, 2022	609,911.37
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll October 03, 2022 thru October 16, 2022	63,036.14
General	A C H	Wheaton Bank & Trust	Payroll October 17, 2022 thru October 30, 2022	629,214.47
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll October 17, 2022 thru October 30, 2022	64,396.17
				<u><u>1,366,558.15</u></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: \_\_\_\_\_  
 Frank Saverino Sr-Mayor

\_\_\_\_\_  
 Julia Schwarze - Village Clerk