

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 4, 2024

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 February 20, 2024 Village Board Meeting.
2. Approval of Minutes of the February 20, 2024 Special Workshop Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

1. Plan Commission/Zoning Board of Appeals.
 - a. 23-0047 – Pecoraro Veterinary Services – 465 E. Gundersen Drive
Zoning Map Amendment, Fence Variation
Recommended Approval with Conditions 4-0
 - b. 24-0002 – Village of Carol Stream – 500 N. Gary Avenue
2024 Official Zoning Map
Recommended Approval 4-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Klein Creek Streambank Stabilization-Section II, Professional Land Surveying Agreement. *Staff recommends waiving competitive bidding in accordance with section 5-8-3(A) and section 5-8-14(A) of the Village Code and awarding a Professional Land Surveying Agreement to Regional Land Services to provide a Topographic Survey for the Klein Creek Streambank Stabilization-Section II Project in the lump sum amount of \$16,840.00.*

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2. Klein Creek Streambank Stabilization–Section II, Professional Services Agreement Phase II Design. *Staff recommends waiving competitive bidding in accordance with section 5-8-14(A) of the Village Code and awarding a Professional Services Agreement (Phase II – Design) to Engineering Resource Associates for the design, permitting and contract document preparation for the Klein Creek Streambank Stabilization-Section III Project at a cost not to exceed \$89,310.00.*

I. ORDINANCES:

1. Ordinance No. 2024-03-____, An Ordinance Approving a Zoning Map Amendment to Rezone Property from the O-S Office and Service District to the B-3 General Business District (Pecoraro Veterinary Services, 465 E. Gundersen Drive). *See F.1.a.*
2. Ordinance No. 2024-03-____, An Ordinance Approving a Fence Variation (Pecoraro Veterinary Services, 465 E. Gundersen Drive). *See F.1.a.*

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Execution of the Official Zoning Map of the Village of Carol Stream. *See F.1.b.*

K. NEW BUSINESS:

1. Raffle License Application – Carol Stream Rotary Club. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their annual Chili Open on May 10, 2024.*
2. Raffle License Application – Cloverdale Elementary School PTA. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their Bingo Night on March 15, 2024.*
3. Raffle License Application – Pleasant Hill Elementary School PTA. *Request for approval of a raffle license and waiver of the fee and manager’s fidelity bond for their Trivia Night on April 13, 2024 at the American Legion Post 76.*

Village of Carol Stream

BOARD MEETING

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MARCH 4, 2024

6:00 P.M.

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

L. PAYMENT OF BILLS:

1. Regular Bills: February 21, 2024 through March 4, 2024.
2. Addendum Warrants: February 21, 2024 through March 4, 2024.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Threatened and Pending Litigation – 5/ILCS 120/2 (c) (11).

O. ADJOURNMENT:

LAST ORDINANCE	2024-02-07	LAST RESOLUTION	3348
NEXT ORDINANCE	2024-03-08	NEXT RESOLUTION	3349

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

February 20, 2024

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 Joe Anselmo, Jeff Berger, John Zalak, Rick Gieser, Mary Frusolone and Matt McCarthy, Village Clerk Julia Schwarze and Mayor Frank Saverino, Sr.

Absent: None

Also Present: Village Manager Bill Holmer, Assistant to the Village Manager Brianna Bacigalupo, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Finance Director Jon Batek, Public Works Director Brad Fink, Chief of Police Don Cummings, Human Resources Director Caryl Rebholz, Information Technology Director Marc Talavera and Village Attorney Jim Rhodes

ROLL CALL AND PLEDGE OF ALLEGIANCE:

All present.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the February 5, 2024 Village Board Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Zalak made the second to approve the Minutes of the February 5, 2024 Special Workshop Meeting. The results of the roll call vote were as follows:

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

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

LISTENING POST:

1. *Commander Rich Hildenbrand and members of the Carol Stream VFW Post 10396 presented a check to Trustee McCarthy as a donation to the Relay for Life Bags Tournament.*
2. *Mayor Saverino read a statement addressing the family of Isaac Goodlow. Public comment ensued with the following family members and friends speaking on the subject of the officer-involved shooting of Isaac Goodlow:*
 - Rabbi Michael Ben Yosef
 - Genia Reynolds
 - Kyenna McConico
 - Shanee Barnes
 - Lavola Williams
 - Minister Ruby Green
 - Annette Miller
 - Shawn Woods
 - Bonnie Pigram

CONSENT AGENDA:

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

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

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

Trustee Gieser moved and Trustee Zalak 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 Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

Trustee Anselmo moved and Trustee Frusolone 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 Anselmo, Berger, 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:

24-0004 – Oppidan Holdings, LLC – 245 Kehoe Boulevard

Variation for Perimeter Fence and Landscape Requirements

Recommended Approval Subject to Conditions, 5-0

Village Board concurred with Plan Commission’s recommendations.

24-0005 – Village of Carol Stream – 1348 and 1351 Charger Court

Plat of Subdivision

Recommended Approval 5-0

Village Board concurred with Plan Commission’s recommendations.

Recommendation to waive competitive bidding as authorized in section 5-8-14 of the Village Code and purchase a 2024 Ford Maverick pick-up truck from Hawk Ford for the Engineering Department at a cost not-to-exceed \$30,993.00:

The Village Board waived competitive bidding and approved the purchase of a 2024 Ford Maverick pick-up truck from Hawk Ford at a cost not-to-exceed \$30,993.00.

Ordinance No. 2024-02-07 Approving a Fence Variation and a Foundation Landscape Variation (Oppidan Holdings, LLC – 245 Kehoe Boulevard):

The Village Board approved a fence variation and foundation landscape variation for Oppidan Holdings, LLC located at 245 Kehoe Boulevard.

Resolution No. 3348 Authorizing a Final Plat of Subdivision (Village of Carol Stream/Carol Stream Park District, 1348 and 1351 Charger Court) PIN# 01-23-405-001:

The Village Board approved a final plat of subdivision for Village of Carol Stream/ Carol Stream Park District, 1348 and 1351 Charger Court, PIN# 01-23-405-001.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated February 20, 2024 in the amount of \$2,090,094.66. The Village Board approved the payment of Addendum Warrant of Bills from February 6, 2024 thru February 20, 2024 in the amount of \$710,020.82.

Treasurer’s Report:

The Village Board received the Revenue/ Expenditure Statements and Balance Sheet for the Month ended January 31, 2024.

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

February 20, 2024

Mayor Frank Saverino, Sr. called the Special Workshop Meeting of the Board of Trustees to order at 6:51 p.m. and requested that Village Clerk Julia Schwarze call the roll.

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

Absent: None.

Also Present: Village Manager Bill Holmer, Assistant to the Village Manager Brianna Bacigalupo, Finance Director Jon Batek, Public Works Director Brad Fink, Community Development Director Don Bastian, Engineering Services Director Bill Cleveland, Chief of Police Don Cummings, Human Resources Director Caryl Rebholz, and Information Technology Director Marc Talavera

FY25 Budget Workshop #2 – General Fund – Part 2

Finance Director Batek led the Village Board and staff in a discussion of the FY25 General Fund – Part 2. He then invited individual department heads to share highlights of their respective departments.

Attached is the PowerPoint presentation with corresponding details used to guide the meeting.

At 8:03 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 0

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream

FY25
Budget Workshop #2
GENERAL FUND – Part 2

February 20, 2024

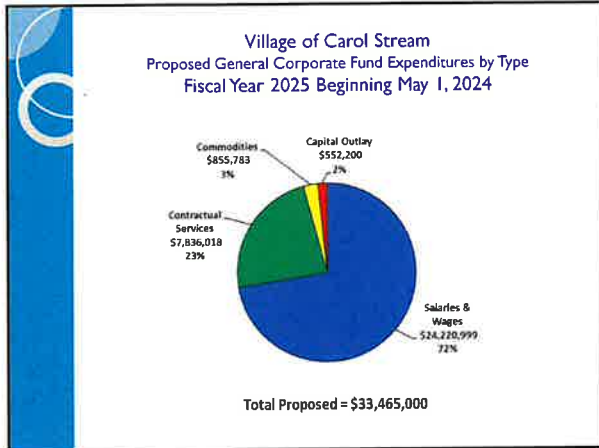
Agenda

GENERAL FUND

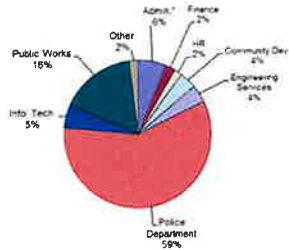
- Revenue and Expenditure Summary
- Proposed Expenditures by Category
- Departmental Budget Highlights

FY25 General Fund Summary

	FY24 Budget	FY25 Proposed	% Change
Total Revenues	\$ 36,310,000	\$ 35,215,000	-3.0%
Total Expenditures	<u>(33,360,000)</u>	<u>(33,465,000)</u>	0.3%
Surplus / (Deficit)	\$ 2,950,000	\$ 1,750,000	



Village of Carol Stream
Proposed General Corporate Fund Expenditures by Department
Fiscal Year 2025 Beginning May 1, 2024



* Includes Administration, Village Board & Clerk, Plan Commission & ZBA, Fire & Police Commissioners, Legal, Municipal Building, Emergency Services and Special Events.

Proposed FY25 General Fund Expenditures

	Actual FY23	Revised Budget FY24	Estimated FY24	Proposed Budget FY25	FY25 Proposed to FY24 Budget
Personal Services	\$ 14,027,538	\$ 15,088,687	\$ 14,541,266	\$ 15,235,421	\$ 146,734 1.0%
Seasonal Help	28,639	38,900	42,197	48,900	10,000 25.7%
Court Time	112,849	125,500	131,000	138,000	12,500 10.0%
Overtime	838,521	929,750	871,200	904,750	(25,000) -2.7%
Group Insurance	1,865,444	2,222,883	2,019,172	2,246,671	23,788 1.1%
HRF	843,716	787,535	831,165	806,144	22,609 2.9%
RCA	1,087,879	1,182,721	1,152,317	1,195,508	12,787 1.1%
Work Comp	312,132	312,132	312,132	312,132	- 0.0%
Police Pension	9,394,747	3,305,132	3,297,010	3,333,473	28,341 0.9%
Total Salaries & Wages	28,510,349	23,989,240	23,198,459	24,220,999	231,759 1.0%
Contractual Services	6,068,682	7,977,238	7,527,324	7,836,018	(41,210) -1.8%
Commodities	553,192	721,532	775,509	855,783	134,251 18.6%
Capital Outlay	174,845	672,000	623,708	552,200	(119,900) -17.8%
Total Expenditures	\$ 35,307,068	\$ 33,260,000	\$ 32,125,000	\$ 33,465,000	\$ 105,000 0.3%

Proposed FY25
General Fund Budget
DEPARTMENT HIGHLIGHTS

Department Highlights

Village Board & Clerk

- ▷ Status Quo – little change with organizational dues and auditing fees.
- ▷ DuPage Senior Citizens Council Contribution - \$10,000
- ▷ Goal Setting/Strategic Planning Workshop - \$5,000

Administration & Special Events

- ▷ Approximate 6.5% decrease from FY24 Budget (Admin)
- ▷ Includes known Special Events such as Concert Series, Geek Fest, Movie in the Park, Fall Fest, and Holiday Tree Lighting.
- ▷ 4th of July Fireworks - \$30,000

Department Highlights

Building Maintenance

- ▷ Fountain Maintenance - \$30,000
- ▷ Concrete Repairs at Town Center - \$10,000
- ▷ New Holiday Décor - \$15,000
- ▷ New Holiday Tree - \$45,000



Department Highlights

Financial Management

- ▷ Total department budget increase of 2.1% compared to fiscal year 2024.
- ▷ Investigate vendor ACH program.
- ▷ Research alternate technologies for meter reading collection and possible customer interfaces on consumption monitoring.
- ▷ Work with Information Technology Department to design a procurement application to automate purchase order work flow and approvals.

Department Highlights

Human Resources

- ▷ Continue focus on Village Board strategic objectives:
 - Employee Wellness
 - Enhancement of Lifestyle Reimbursement Account (\$48K).
 - Attraction, Recruitment and Retention
 - Implementation of Milestone Service Awards(\$5K).
 - Training and Professional Development Opportunities
 - Additional funds for advanced Employment Law Training for all Village supervisors(\$6.5K).

Board of Fire & Police Commissioners

- ▷ Additional Entry-Level testing (\$7.5K).
- ▷ Finalization of Promotional Testing & Feedback Sessions (\$8K).

Department Highlights

Engineering Services

- ▷ Overall operating budget increasing 2.5% due to a salary and wage increase of 4.1%. Contractual services declined 11.4%.
- ▷ Added an account for Software Maintenance to fund programs used for modeling stormwater (PCSWMM \$1,600).
- ▷ Evaluate the Pavement Condition Index Study results to determine future road projects and CIP budgeting. This will be presented at the Capital Projects Fund (CPF) workshop in March.
- ▷ Include the Floodplain Buyout Properties in the Pond and Stream maintenance account and plan for future maintenance of Klein Creek stabilization projects as they are completed.
- ▷ Initiatives for FY25 to include completion of the water system model to determine cost of improvement and repairs needed.
- ▷ Continue to seek grant funding to help support the CPF.

Department Highlights

Community Development

- **New Building Codes Adoption** – Review major changes, draft local amendments, seek stakeholder input, host a new codes open house, Village Board adoption (\$15K for consultant and code purchases).
- **Business Retention Program** – Develop and implement a program to visit Carol Stream businesses (\$2K).
- **Continued Annexation Activity/Incentive Placeholder** – Pursue annexation opportunities within Planning Jurisdiction. Include an Incentive allocation as needed and approved (\$28K).
- **Online Plan Commission Case Submittals** – With IT assistance, add online submittal and payment option for Plan Commission applications (staff time).
- **Seasonal Property Maintenance Inspector (PMI)** – Recruit an in-house Seasonal PMI and discontinue contract relationship w/GOV HR/MGT (possible \$6K savings).

Department Highlights

Information Technology

- **Computer Replacement (\$100K)**
 - Windows 10, version 22H2 end of support date October 14th, 2025.
 - Many of our current computers do not support Windows 11.
 - The replacement will occur over 2 fiscal years FY25 & FY26. (\$200K)
- **Email Archive Solution (\$15K)**
 - Better usability.
 - Improved FOIA response and search features.
 - Encryption support.

Department Highlights

Information Technology (cont.)

- **Internet Service Improvements (\$9.6K)**
 - Improve application and off site back up speed over the internet.
- **Replace Switching Equipment (\$22K)**
 - Improved network performance.
 - Reduced fail points and administrative tasks.
- **Cyber Security**
 - Process
 - Technology

Department Highlights

Public Works Department

- Expanded training and development includes: APWA Illinois Road Scholar Program for operations staff (\$1.8K).
- Continued expansion of liquid de-icing via new stainless steel brine hopper (\$35K).
- Replace 2002 & 2003 large dump trucks unit #71 & unit #41 – expanded liquid application capabilities (\$280K each).
- Replace 2000 Backhoe unit #26 (185K).
- Replace two 2015 Kubota UTVs unit #589 & unit # 593 (14.5K each).

Department Highlights

Public Works Department (cont.)

- Purchase and Installation of American Flags for parade route (\$1.75K).
- Replace Town Center Pond Aerator – New unit will have LED lights (4.5K).
- Continue purchase and planting of approximately 150 parkway trees – according to Urban Forestry Management plan (\$52.5K).
- Armstrong Stormwater Lift Station Pump repairs (12K).

Department Highlights

Police Department

Transition from WatchGuard to Axon

- **Axon Body 4 – 68 Cameras (\$583,747 over 5-years)**
- Full-Shift Battery Life w/Rapid Charge Capability
- 160 Degree Field ofView (WatchGuard – 130 Degree)
- Camera Replacement Program
- Respond Device Plus – Auto Tagging – Redaction Assistance
- **Fleet 3 – 29 Cameras (\$280,853 over 5-years)**
- ILETSB Grant funding for BWC and In-Car Camera equipment
- **Transition from Taser 7 to Taser 10 (\$290,890 – over 6-years)**
- ILEAS Grant available for Taser 10 purchase
- **Axon Interview Room Equipment – 2 Rooms (\$55,000)**
- **Evidence.com Subscriptions**

Department Highlights

Police Department (cont.)

Drone Program

- Drone Operator Course – 4 Pilots (\$2,168)
- Drones will be purchased with Seizure Funds

Flock License Plate Reader

- Introduction of a 7th Camera (Additional \$2,500)
- Additional camera, along with reallocating current camera to more desirable locations, allows for better ingress/egress coverage
- Flock Safety Advance Search (\$2,500 annually)
- Subscription will allow for the use/search of all Flock LPR's nationwide

Rifle Rated Panels

- Individual Rifle Rated Plates issued to individual Officers (\$29,000 for year one; \$10,150 year two; \$10,150 year three)
- Light weight panels measured to the specific size of the Officer.

Next Steps / Key Dates

- **Monday, March 4, 2024**
 - Budget Workshop – **Water and Sewer Fund and Other Funds**
- **Monday, March 18, 2024**
 - Budget Workshop – **Capital Improvement Program (CIP)**
- **Friday, March 22, 2024**
 - Draft FY25 Budget distributed to the Village Board and available for public review in the Village Clerk's Office and carolstream.org
- **Monday, April 1, 2024**
 - 6:00 pm Village Board Meeting – Public Hearing and subsequent adoption of FY25 Budget and FY25-FY27 Financial Plan.

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
February 26, 2024.***

Mr. Farace stated since Chairman Parisi was absent an Acting Chairman would need to be nominated. Commissioner Petella made a motion to nominate Commissioner Tucek and Commissioner Meneghini seconded the motion. The motion passed by a unanimous vote.

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

The results of the roll call vote were:

Present: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

Also Present: Tom Farace, Planning and Economic Development Manager; Bravo Berisha, Assistant Planner; and Sara Van Winkle, Planning and Permitting Assistant.

MINUTES:

Commissioner Petella moved and Commissioner Battisto seconded the motion to approve the minutes of the Regular Meeting held on February 12, 2024.

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by a unanimous vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris and Chairman Parisi

The motion passed by unanimous vote.

Case #23-0047– Pecoraro Veterinary Services-465 E Gundersen Drive
Zoning Map Amendment, Fence Variation

Acting Chairman Tucek swore Ms. Annjelyn Knoll, DVM-Owner of Knoll Animal Hospital, 565 East St Charles Rd, Carol Stream, IL 60188. Also, Harry Fournier, Fournier Law Firm LTD, 2001 Midwest Rd, Suite 206, Oakbrook, IL 60523. Mr. Fournier is representing Pecoraro Veterinary Services and is present at the meeting for two matters the zoning map amendment the fence variation. He stated that Dr. Knoll is there to answer any questions that the audience or board members may have after the staff report.

Acting Chairman Tucek asked if there were any questions from online or the audience. There are none and asked Mr. Berisha, Assistant Planner to read the Staff Report.

Mr. Berisha gives the staff report and states the applicant is requesting approval of the zoning map amendment and variation to allow a fence be located in the front of the yard in accordance of the UDO. Mr. Berisha continues with a brief description of the business and their current location at 565 East St. Charles Rd and that they would like to relocate to 465 E. Gundersen Drive. The applicant is requesting to rezone the property at the new location from O-S to B-3 due to veterinary clinics are not permitted currently in that district. Mr. Berisha then gives a description of the layout of the building stating that the main floor would consist of the hospital, the 2nd floor for office and storage space, and the basement for kennel services and a staff lounge. Mr. Berisha also states that the outside will be two fenced in areas for animals one in the rear of the building and one in the front of the property. The front of the property is requiring a variation due to fences not permitted in front yards of buildings. Mr. Berisha concludes with it should be noted that the subject property consists of two lots. They are currently working on a Plat of Consolidation to consolidate the two lots into a single parcel. A condition of approval will require the approval of the plat prior to the issuance of building permits.

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

Commissioner Battisto made a statement and clarification how far in front the fence will go. He wanted to make the petitioner aware of all six conditions staff has as part of the recommendations of the approval.

Commissioner Petella asks if the building will have a 6 feet PVC fence all around the building. He states in town they typically go with wrought iron making it aesthetically pleasing. He wanted to know the reasoning why they were choosing that material. Dr. Knoll explained the reason they are requesting a privacy fence so the animals in the front fenced in area stay calm when other patients are walking in and out of the hospital. It is to prevent any kind of stress or excitement to the penned in animals.

Commissioner Meneghini asked if Dr. Knoll would be able to comply with the six conditions staff has requested. Dr. Knoll stated that they are simple requests that they can comply.

Acting Chairman Tucek did not have any further questions.

Acting Chairman Tucek asked for a motion, Commissioner Meneghini moved the motion to recommend approval for the zoning amendment and fence variation, Commissioner Petella seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Nays: 0
Abstain: 0
Absent: 3 Commissioners Christopher, Morris, and Chairman Parisi

The motion passed by unanimous vote. This case will go before the Village Board on Monday, March 4, 2024, at 6:00 PM for review.

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

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, Acting Chairman Tucek
Nays: 0
Abstain: 0
Absent: 3 Commissioner Christopher, Morris, and Chairman Parisi

The motion passed by unanimous vote.

NEW BUSINESS:

PRESENTATION:

Case #24-0002 – Village of Carol Stream - 500 N. Gary Ave
Annual Review of Zoning Map

Mr. Berisha gave a brief description and stated that an annual updated zoning map for Carol Stream is required by state statute and the village is required to publish a current zoning map each year by March 31. For review and reference, a map has been prepared. The zoning map includes all zoning map amendments approved by the Village Board between January 1, 2023 and December 31, 2023. Mr. Berisha gives some brief examples of the zoning map changes.

Acting Chairman Tucek asked for any comments or questions from the Commission. There were no further questions or comments.

Acting Chairman Tucek asked for a motion to approve the 2023-2024 Zoning Map. Commissioner Petella moved and Commissioner Meneghini seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris, and Chairman Parisi

The motion passed by unanimous vote.

OLD BUSINESS:

Mr. Farace gave a brief update on construction projects in Carol Stream. He gave a few examples of business such as BodyWorks, and Mainfreight has started construction and moving very quickly with the projects. He gave an update on the first and original cannabis dispensary, Bisa Lina, that all inspections on our end were complete and waiting on the State of Illinois inspection. Once complete with that they should be opening very soon. Also, gave some information about the most two recent cannabis dispensaries, that one of the two that were presented and last month at the planning meeting, Altius has already applied for building permits and should start on construction very soon. Mr. Farace also reminded board members that in the month of March current board members will need to be aware of upcoming information sent from the clerk's office regarding the Statement of Economic Interest. Finally, Mr. Farace stated that there are no current agenda items for the March 11, 2024 meeting and the board make a motion to cancel it.

Acting Chairman Tucek asked for a motion to cancel the next PC/ZBA meeting on March 11, 2024 due to lack of agenda items Commissioner Meneghini moved and Commissioner Battisto seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris, and Chairman Parisi

The motion passed by unanimous vote.

OTHER BUSINESS:

ADJOURNMENT:

At 6:19 p.m., Commissioner Petella moved and Commissioner Battisto seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 4 Commissioners Petella, Battisto, Meneghini, and Acting Chairman Tucek

Nays: 0

Abstain: 0

Absent: 3 Commissioners Christopher, Morris, and Chairman Parisi

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,


Sara Van Winkle
Planning and Permitting Assistant


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

Acting Chairman

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Bravo Berisha, Assistant Planner 

THROUGH: Donald T. Bastian, Community Development Director 

DATE: February 27, 2024

RE: **Agenda Item for the Village Board Meeting of March 4, 2024**
PC/ZBA Case 23-0047, Pecoraro Veterinary Services – 465 E. Gundersen Drive,
Zoning Map Amendment and Fence Variation

Dr. Annjolyn Knoll, owner of Pecoraro Veterinary Services, requests approval of a Zoning Map Amendment to rezone the property at 465 E. Gundersen Drive from the O-S Office and Service District to the B-3 General Business District, and a Variation to allow a fence in the front yard of the property.

Pecoraro Veterinary Services is a veterinary clinic currently operating at 565 E. St. Charles Road as Knoll Animal Hospital. Pecoraro Veterinary Services would like to relocate to 465 E. Gundersen Drive. The property, measuring 1.9-acres, has a vacant 17,561 square foot building that previously housed the Christianity Today media offices. The Applicant is requesting to rezone the property since veterinary clinics are not permitted in the O-S District, but are permitted, in the B-3 District. The Comprehensive Plan Future Land Use Map recommends commercial uses for this parcel, and because there are existing commercial uses on the east along Schmale Road, staff believes this designation is appropriate.

Regarding the Variation request, the Unified Development Ordinance (UDO) states that fences are not allowed to be located in the front yard of a property. The Applicant is proposing to have two relief areas for the animals. The relief area in the back of the building is for sick animals, and the relief area in the front is for healthy animals. The Applicant proposes to install a six-foot tall, vinyl privacy fence to screen and enclose the two relief areas. The proposed privacy fence in the front yard requires approval of a Variation. Staff can support the Variation request, and agrees that it is necessary as it separates the two relief areas. Staff also agrees that the fence should be a privacy fence and should be six feet in height.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on February 23, 2024. At its meeting on February 26, 2024, by a vote of 4-0, the PC/ZBA recommended approval of the Zoning Map Amendment and Variation, subject to the conditions in the February 26, 2024 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Map Amendment and Variation for Pecoraro Veterinary Services, subject to the conditions contained within the Ordinances, and adopt the necessary Ordinances.

ec: Annjolyn Knoll, Pecoraro Veterinary Services

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Bravo Berisha, Assistant Planner *J.B.*

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

DATE: February 28, 2024

RE: **Agenda Item for the Village Board meeting of March 4, 2024**
PC/ZBA Case 24-0002 – Village of Carol Stream, Official 2024 Zoning Map

As required by state statute, the Village must publish a current zoning map by March 31 of each year. For your review and reference, staff has prepared the attached Village of Carol Stream Official Zoning Map for 2024. The proposed 2024 map includes all zoning map amendments approved by the Village Board between January 1, 2023 and December 31, 2023. Below is information regarding the changes that have been incorporated into the 2024 Zoning Map.

- 1. Annexation, Plat of Consolidation, Zoning Map Amendment at 27W364 North Avenue –** Four unincorporated parcels at the northeast corner of North Avenue and Morton Road were annexed into the Village, consolidated into a single lot, and zoned I Industrial District to allow for Mainfreight LLC's new trucking and logistics facility (PINs 01-36-200-005, -006, -017, -040).
- 2. Zoning Map Amendment at 2N275 Morton Road –** 2N275 Morton Road was rezoned from B-3 General Business District to I Industrial District to allow for a new truck parking lot for CIE Properties (01-36-400-027).
- 3. Plat of Consolidation at 270 W Army Trail Road –** 270 and 290 W Army Trail Road were consolidated into a single lot (270 W Army Trail Road) to allow for a new BodyWorks Medical Center facility (PIN 02-20-102-016).

The staff report and draft zoning map were transmitted to the Village Board with the PC/ZBA packet on February 23, 2024. At their February 26, 2024 meeting, the PC/ZBA recommended approval of the Official 2024 Zoning Map by a vote of 4-0.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Official 2024 Zoning Map and adopt the necessary Resolution.

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager
FROM: Gregory R. Ulreich, Civil/Stormwater Engineer *GRU*
DATE: February 28, 2024
RE: Klein Creek Streambank Stabilization – Section II
Professional Land Surveying Agreement
Regional Land Services

During negotiations with Engineering Resource Associates (ERA) for the Phase II – Design agreement for Klein Creek Streambank Stabilization – Section II project, staff questioned their costs for the topographic survey and base map creation (\$28,870). The availability of their staff was sporadic and their estimate assumed 16 working days, which meant that it may not get completed before the leaves sprout on the trees.

Staff then reached out to Regional Land Services (RLS) who provided the attached proposal for a lesser amount and that could be performed before the trees “leaf-out”. The Village has worked with Regional Land Services in the past on various surveys with Carol Stream Park District. ERA has also subcontracted this type of work to Regional Land Services in the past, so ERA had no issues with removing it from their scope of work.

Therefore, staff recommends awarding a professional services agreement without bids in accordance with CSMC § 5-8-3(A) and § 5-8-14(A) for Professional Land Surveying to Regional Land Services to provide a Topographic Survey for the Klein Creek Streambank Stabilization – Section II Project in the lump sum amount of \$16,840.00.

cc: William N. Cleveland, Director of Engineering Services (via email)
Brad Fink, Director of Public Works (via email)
Jon Batek, Director of Finance (via email)

Attachment:

1. Regional Land Services Proposal dated 02/27/2024.



February 27, 2024

Village of Carol Stream
Department of Engineering Services
Attn: Mr. Greg Ulrich, P.E., CFM
500 North Gary Avenue
Carol Stream, IL 60188

Revised Proposal: Professional Surveying Services for Topography Survey of Section II of Klein Creek in Carol Stream, IL

Dear Mr. Ulrich:

Regional Land Services LLC. ("Regional") is providing this proposal for Professional Surveying Services to perform topographic survey for approximately 2200' of Klein Creek from Thunderbird Trail to Illini Drive. The limits will of the survey will be between the residential fences on each side of the stream. We understand the topographic survey will be used as the basis of the streambank stabilization final engineering plans. We will provide the land surveying expertise needed to complete the tasks listed below. Regional is limited to the liability of the fee charged under each task listed in this contract.

TASKS

Topographic Survey: Regional will perform a topographic survey of Klein Creek from Thunderbird Trail to Illini Drive. We utilize ground survey methods which include both GPS and Robotic Total Stations to produce the topographic survey. The following are included as part of the survey:

- The survey will be performed on the State Plane Coordinate system (Illinois East Zone) and the vertical datum will be NAVD 88.
- Creek cross sections at 50' intervals include: Toe, Thalweg, Top, retaining wall, storm structures with rim and invert and any visible property corners.
- One-foot contours will be shown on the survey.
- All features of the land will be shown on the survey.
- All improvements will be shown on the survey.
- Wetland flags delineated by others will be shown on the survey.
- Trees (tagged by others) 6" or larger will be located with the tag number.
- The deliverable will be a pdf of the survey along with the AutoCAD Civil 3D file of the site to be used in the design phase of the project.

Work to take place prior to "Leaf Out". This proposal becomes invalid after "Leaf Out". Boundary Survey is not included as part of this proposal.

ADDITIONAL SERVICES

Any professional service not listed above will be paid for by the client on a time and material basis. Regional will contact the client for their approval before performing any additional task. An additional proposal will be written only if requested by the client.

LUMP SUM FEE

<u>Topographic Survey</u>	<u>\$16,840</u>
LUMP SUM TOTAL	\$16,840

We propose to bill you monthly, based on the percent complete of each lump sum task, and/or upon completion of the project. All monthly bills shall be paid within two (2) weeks.

If this proposal is acceptable, please sign two copies and return one (1) to us for our files to serve as a notice to proceed.

Thank you for the opportunity to provide service to WBK Engineering, LLC. If you have any questions, please do not hesitate to call.

Sincerely,



Rudy Dixon, P.E., P.L.S.
Principal

THIS PROPOSAL ACCEPTED FOR THE VILLAGE OF CAROL STREAM:

BY: _____

TITLE: _____

DATE: _____

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager
FROM: Gregory R. Ulreich, Civil/Stormwater Engineer *GRU*
DATE: February 28, 2024
RE: Klein Creek Streambank Stabilization – Section II
Professional Services Agreement (Phase II - Design)
Engineering Resource Associates, Inc.

A Phase I (Concept Phase) for Klein Creek Streambank Stabilization – Section II (Illini Drive to Thunderbird Trail) was completed by V3 Companies, Ltd. for \$12,000 in November 2021. Their concept plan called for parallel retaining walls along the easement lines and a meandering, native-vegetated channel inbetween. The Engineer's Opinion of Probable Cost was \$2.73 Million to stabilize approximately 2,375 linear feet (\$1,150/LF). Due to the difficult access, it will be the most expensive stretch to date: Section I @ \$1,026/LF; Section III @ \$986/LF; and Kehoe Blvd Section I @ \$532/LF.

Grant applications based on the concept plan were submitted to the Illinois Environmental Protection Agency (IEPA) and DuPage County Stormwater's ARPA program without success. In order to provide additional detail on the project's benefits toward stormwater quality and flood control, staff is requesting that we proceed with a Phase II (Design) to develop construction contract documents. This additional effort may improve the project's chances and since the permitting will be more complicated and the public input more extensive (54 residences), there will still be time to apply for grants before construction is proposed to start in mid-2025.

Staff worked with Engineering Resource Associates, Inc. (ERA) to develop the subject scope of work and then negotiated the fee. ERA is a professional engineering firm with extensive experience in the design and implementation of bio-engineering techniques for stabilizing streambanks, as well as floodway and floodplain modeling. Their firm (and this project team) has successfully completed many design projects for the Village over the last several years, most recently being the Klein Creek Streambank Stabilization projects for Sections I and III, and The Park Unit 1 Detention Retrofit Project. Except for Section III, which is still under construction, the other two were successfully constructed

without any delays or change orders relating to their professional services.

During negotiations, the topographic survey and base map creation, as well as the structural engineering, were removed from the scope of work. The former will be performed by another professional land surveying firm with more availability. The structural engineering was for the final design of the retaining wall, but it will be more cost-effective to be removed and remain the responsibility of the contractor as a shop drawing submittal. Finally, due to easier coordination, the Village will undertake a separate contract to obtain soil borings for use with the retaining wall shop drawing, as well as determine the sediment depth within the existing streambed.

The individual line items of the attached proposal were reviewed against the scope of work and determined to be fair and reasonable. In addition, the design-to-construction cost ratio is 3%, which is well within the typical range for construction contracts. The scope of services will include providing staff with an updated estimate of the construction costs in order to confirm appropriate amounts are set aside in the 5-Year CIP. The FY24 budget includes \$100,000 for Section II and only about \$18,000 (~20%) of the agreement amount is expected to be expended before April 30, 2024.

Therefore, staff recommends awarding a professional services agreement without bids in accordance with CSMC § 5-8-14(A) for Phase II Engineering to Engineering Resource Associates for the design, permitting and contract document preparation for the Klein Creek Streambank Stabilization – Section III Project in the not-to-exceed, cost plus fixed fee amount of \$89,310.00.

cc: William N. Cleveland, Director of Engineering Services (via email)
Brad Fink, Director of Public Works (via email)
Jon Batek, Director of Finance (via email)

Attachment:

1. Village's Professional Services Agreement w/Proposal



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • ROBERT MELLOR, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
(630) 665-7050 • FAX (630) 665-1064
www.carolstream.org

PROFESSIONAL SERVICES AGREEMENT

“Klein Creek Streambank Stabilization – Section II” Phase II - Design

THIS AGREEMENT (“Agreement”) is made by and between the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation and home rule unit of government, (hereinafter referred to as the "Village") and **ENGINEERING RESOURCE ASSOCIATES, INC.** (hereinafter referred to as the "Consultant") and its successors.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement shall embrace and include all of the Agreement Documents listed below and shall be incorporated herein by reference:
 - a. This Agreement
 - b. General Terms and Conditions
 - c. Proposal for Professional Services dated February 27, 2024 (hereinafter referred to as the “Proposal”).
 - i. Project Understanding
 - ii. Scope of Services (Professional Engineering)
 - iii. Exclusions
 - iv. Fees (includes IDOT BDE 3608 Hours and Fees Worksheets)
 - d. Certificate(s) of Insurance
2. The Consultant shall sign this Agreement and return it to the Village along with the Certificate(s) of Insurance required per the General Terms and Conditions. The Consultant shall not commence work under this Agreement until provided with a fully-executed Agreement and a written Notice to Proceed from the Village.
3. This Agreement and the Agreement Documents represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

VILLAGE OF CAROL STREAM

IN WITNESS WHEREOF, the Consultant has hereunto set their hands this ____ day of March, 2024.

(Printed Name)	

(Printed Title)	

(Signature)	(Corporate Seal)

NOTARY PUBLIC – STATE OF ILLINOIS

Subscribed and Sworn to before me this _____ day of March, 2024

(Signature)	
	(Notary Seal)

THE VILLAGE OF CAROL STREAM, ILLINOIS

IN WITNESS WHEREOF, the Village has hereunto set their hands this ____ day of March, 2024.

By _____ Director of Engineering Services

I. GENERAL TERMS & CONDITIONS

1. SCOPE OF SERVICES.

1.1 SERVICES TO BE PROVIDED BY THE PARTIES.

All services described in the Scope of Services (Scope) of the Proposal shall be performed by the Consultant in a prompt and expeditious manner with the professional skill and judgment in accordance with the professional standards applicable to the services that are rendered for the Project. The Consultant shall be responsible for all services provided under this Agreement whether such services are provided directly by the Consultant or by sub-consultants hired by the Consultant. The Consultant will perform the work activities described in the Scope 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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 construction of a project or provided 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 construction of the project. This obligation shall survive termination of this Agreement.

2. COMPENSATION AND METHOD OF PAYMENT.

2.1 COMPENSATION.

The Village shall pay the Consultant in accordance with the hourly rate charges contained in its Proposal, up to the **not-to-exceed cost of \$89,310.00** 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 invoices, supported by appropriate documentation of costs actually incurred.

2.2 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.

2.3 CHANGES, MODIFICATIONS AND AMENDMENTS.

Since some of the Consultant's services are being provided on an as-needed basis, the

amount of services may be less than anticipated. 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.

2.4 TAXES.

Consultant acknowledges that the Village is a tax exempt entity under the laws of the State of Illinois and that the Village shall, as part of its undertakings under this Agreement, provide to the Consultant all certificates of exemptions and tax exempt numbers needed to entitle Consultant to purchase material and other items to be used on the Work or incorporated into the Work on a tax-exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailer's Occupation Tax" (sales tax). Consultant shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax-exempt status, and Consultant shall require that all subcontracts include a requirement that sub-Consultants purchase materials so as to give the Village the full benefit of its tax exempt status. The Village shall not be liable for, and shall be entitled to a credit against the Agreement Sum or Agreement Price for any sales tax paid by Consultant or any sub-Consultant of any tier which is shown to have been charged to the Village as part of the Agreement Sum or Agreement Price, as a component of the schedule of values, as a unit price, or otherwise.

2.5 PROMPT PAYMENT ACT.

All payments made under this Agreement shall be made in conformance with the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

3. COMMENCEMENT AND TIME OF PERFORMANCE.

3.1 COMMENCEMENT OF WORK.

The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

3.2 TIME OF PERFORMANCE.

The Consultant shall provide the professional services and submit all deliverables in accordance with the following requirements, but **no later than April 30, 2025**. If requested, the Village may at its sole discretion elect to extend milestones and completion dates if sound justification and documentation is provided by the Consultant.

4. INSURANCE AND INDEMNIFICATION.

4.1 INSURANCE.

The Consultant shall not commence work under this Agreement until he has obtained all

insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any sub-consultant to commence work on his subcontract until all similar insurance required for the sub-consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois 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 state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

4.1.1 INSURANCE RATING

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

4.1.2 WORKER'S 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 at the site of the project. In case any work is sublet, the Consultant shall require the sub-consultant 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 sub-consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

4.1.3 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 sub-consultant 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 sub-consultant, 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 sub-consultants. 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.

4.1.4 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.

4.1.5 LICENSED AND NON-LICENSED MOTOR VEHICLES

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 non-licensed 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.

4.1.6 SUB-CONSULTANT'S INSURANCE

The Consultant shall require that any and all sub-consultants, 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.

4.1.7 ADDITIONAL INSURED

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.

4.2 INDEMNIFICATION.

To the fullest extent permitted by Illinois law, Consultant shall indemnify, defend and hold harmless the Village of Carol Stream and its officers, employees and agents (collectively "Indemnitee"), from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character (collectively "Damages") caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of the Work under this Agreement, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent act or omission, intentional misconduct, or breach of applicable law of the Consultant or anyone or entity directly or indirectly employed by Consultant for whose acts Consultant may be liable. Under no circumstance shall Consultant's indemnification apply to Damages caused by the negligence of the Indemnitee. Consultant shall protect, indemnify, and hold and save harmless the Village from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Consultant's breach of any obligations under or Consultant's default of any provision of the Agreement Documents.

5. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

5.1 COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

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.

5.2 EQUAL EMPLOYMENT OPPORTUNITY

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

- a. 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.

- b. 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.
- c. 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 sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

Consultant certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and if requested will provide a copy thereof to the Village.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

6. GENERAL PROVISIONS.

6.1 AMENDMENT.

No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and Consultant in accordance with all applicable statutory procedures.

6.2 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.

6.3 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.

6.4 VENUE AND GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

6.5 ARBITRATION AND MEDIATION.

Notwithstanding any inconsistent or contrary provision in any other provision of the Agreement Documents, no claim or dispute arising under this Agreement shall be subject to arbitration unless the Parties mutually agree on a submission to arbitration, which submission shall be in writing and signed by the Parties and shall set forth a specific statement of the nature of the dispute and shall contain an express statement on the limitations of the powers of the arbitrator. The Parties mutually agree that in the absence of such submission, arbitration cannot be demanded or compelled by either party.

6.6 NO WAIVER BY PAYMENT.

Notwithstanding any language in the Agreement Documents to the contrary, Village shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

6.7 FREEDOM OF INFORMATION ACT.

The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Consultant 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 Agreement.

6.8 LIMITATION OF LIABILITY PROVISIONS.

Notwithstanding any inconsistent or contrary provision in the Agreement Documents, the

Village shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Consultant.

6.9 AUTHORITY TO EXECUTE.

6.9.1 THE VILLAGE.

The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

6.9.2 THE CONSULTANT.

The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

6.10 ENTIRE 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.

7. NOTICE.

7.1 NOTICES REQUIRED OR PERMITTED

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return-receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by electronic mail.

Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt.

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188
Attn: Director of Engineering Services
EngineeringServices@carolstream.org

Notices and communications to the Consultant shall be addressed and delivered to the

person and address for the Consultant identified in their Proposal. To the extent the Consultant desires notices to be sent to a different person and/or address than set forth therein, any such alternative contact person and/or address shall be provided to the Village in writing.

8. 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.

8.1 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.

8.2 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 terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

***** END OF GENERAL TERMS AND CONDITIONS *****



Sent via email to gulreich@carolstream.org

February 27, 2024

Mr. Greg Ulreich
Civil/Stormwater Engineer
Village of Carol Stream
Department of Engineering Services
500 North Gary Avenue
Carol Stream, IL 60188

Subject: Proposal for Phase II Engineering Design Services for Klein Creek Stream Bank Stabilization
– Section II Project

Dear Mr. Ulreich:

Engineering Resource Associates, Inc. (ERA) is pleased to submit this proposal for Phase II Engineering Design Services for the Klein Creek Stream Bank Stabilization – Section III Project to the Village of Carol Stream (Village). The proposal is based upon your request for proposal, our knowledge of the project, and our meeting held on January 8, 2024.

Project Understanding

Klein Creek is approximately 12.7 square mile watershed that is tributary to the West Branch DuPage River. The Village is conducting this Project in three phases: Phase I – Concept Design, Preliminary Cost Estimate and Grant Applications and Phase II – Final Engineering and Contract Preparation. Section I and Section III were previously designed by ERA under a separate agreement. This Contract is for Phase II – Final Engineering of Section II, between Thunderbird Trail and Illini Drive. Phase III – Construction and Construction Engineering are not included and will be under separate agreements.

Scope of Services

Phase II: The anticipated Scope of Services (Scope) is to create Final Engineering plans with cost and specifications for the Village to use to Bid the project in 2025.

1. Meetings/Coordination –

This task includes additional meetings with Village staff, pre-application Meeting and Village Board meeting. ERA will provide meeting minutes within 1 week of each meeting for review and distribution to meeting participants by Village staff. The following meetings are anticipated:

- 1.1. One (1) concept design review meeting with Village staff;
- 1.2. Two (2) design review meetings;
- 1.3. One (1) preapplication meeting.
- 1.4. One (1) public meeting (open-house style);

WARRENVILLE

3S701 WEST AVENUE, SUITE 150
WARRENVILLE, IL 60555
P 630.393.3060

CHICAGO

10 SOUTH RIVERSIDE PLAZA, SUITE 875
CHICAGO, IL 60606
P 312.474.7841

CHAMPAIGN

2416 GALEN DRIVE
CHAMPAIGN, IL 61821
P 217.351.6268

In addition to the described meetings, ERA will continue to utilize Microsoft Teams (Teams) to coordinate all project correspondence and files. Additional anticipated coordination tasks include:

- Email, team messages and phone communication between project team staff and Village staff about project status and to answer questions and concerns related to the tasks described within this scope.
- Uploading and downloading information to Teams.

2. Data Gathering/Survey

- 2.1. Topographic Survey Review - A topographic survey of the study area from Illini Drive to Thunderbird Trail, plus the short stretch of Tributary No. 02 from the confluence to Seminole Lane, will be prepared by others. ERA will review the topographic survey by performing a site visit with the plan in hand to identify any observed features that may conflict with the plan. Omitted or items appearing incorrect will be noted. A mark-up of the existing conditions plan will be provided to the Village.
- 2.2. Tree Inventory – ERA will inventory 6” Diameter at Breast Height (DBH) or larger trees within the project area. Trees will be tagged, identified and. The inventory is necessary to determine quantity to be removed in order to accurately estimate cost for removal and mitigate the loss in environmental function resulting from their removal. The tree inventory will be drafted in AutoCAD and will be included in the final deliverables.
- 2.3. Wetland Delineation - A wetland delineation will be performed to identify the limits of the regulatory wetlands and Waters of the U.S. within this segment of the project. Methods used for delineating wetland will be in accordance with the U.S. Army Corps of Engineers Wetlands Delineation Manual dated 1987 (USACE, 1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region dated September (USACE, 2008). Wetlands will be staked by pin flag and/or marking tape labeled “wetland delineation.” ERA will prepare a delineation report containing:
 - 2.3.0. U.S. Army Corps of Engineers (USACE) data forms;
 - 2.3.1. ERA will consult with the appropriate Federal and State agencies to determine if any threatened or endangered species are present within the limits of this phase of the project. A fee may be charged by IDNR for this consultation. This fee is typically \$125, ERA will bill the Village for this Direct Cost.
 - 2.3.2. Aerial map exhibit of site showing approximate locations of data sampling points, and wetland delineation lines;
 - 2.3.3. Floristic Quality Assessment;
 - 2.3.4. Wildlife habitat assessment using the Modified Michigan Department of Natural Resources methodology;
 - 2.3.5. Copy of DuPage County wetland map;
 - 2.3.6. Copy of soil map;
 - 2.3.7. Site photos as necessary to describe wetland; and
 - 2.3.8. Narrative of applicable wetland regulations.
- 2.4. Flow Data – The Village has conducted flow monitoring for the past two years. ERA will compile the data and correlate it to actual elevations to confirm the bank full elevations and cross sections.

3. **Soil Borings** –ERA will coordinate with the Village the preferred location of geotechnical borings for the project. The Village will contract with TSC to complete the work. The geotechnical borings will be completed in the spring/ summer when Section III is under construction so the contractor can access the creek. ERA recommends soil borings approximately every 75-ft to 100-ft along the length of the wall. A geotechnical report shall be provide noting the allowable soil bearing pressure below the wall and determine if undercuts are necessary to support the wall.



- 4. Electrical Coordination** - ERA will coordinate with Com Ed regarding the overhead wires along Klein Creek. In several locations the power poles have significant erosion around them and may be compromised. This proposal assumes coordination with ComEd only and does not assume relocation of existing power poles or overhead utilities.
- 5. Earthwork Calculations** - ERA will calculate the volume of topsoil stripping, total cuts and fills. Volumes will be compared and modifications to the grading plan made to attempt to balance the earthwork. The contract documents will address disposing of any excess material at 245 N Kuhn Rd.
- 6. Environmental Design**
 - 6.1. In-Stream Improvements – ERA will finalize the river restoration and bank stabilization conceptual design. This includes finalizing the proposed bankfull width and elevations for rock substrate areas and bank stabilization measures.
 - 6.2. Naturalized Upland Restoration - A riparian, prairie, savanna, and woodland enhancement and restoration plan will be designed using the H&H modeling to determine the type of vegetation needed for each zone. The functions of the existing woody vegetation will be replaced by determining the type and quality of the existing woody vegetation identified by the tree inventory and field assessments.
- 7. Stormwater Management** – ERA has subcontracted with Contigo Engineering to provide assistance with this task. Contigo will utilize HEC-RAS software to develop a 1D, steady-state hydraulic model of the project area for evaluation of water surface elevations and velocities. The deliverables for this scope of work includes:
 - 7.1. Modified Existing Conditions Hydraulic Model – Updates to the regulatory model’s geometric information to include the recent construction along Section I and III of Klein Creek. The 2-, 10-, and 100-yr recurrence intervals will be modeled.
 - 7.2. Proposed Conditions Model – Incorporate the proposed improvements being designed by ERA. This does not include a floodway analysis. It is anticipated that Contigo will provide feedback on proposed design to meet the criteria for development in the flood plain and floodway in accordance with local, county and state ordinances. The 2-, 10-, and 100-yr recurrence intervals will be modeled.
 - 7.3. Compensatory Storage Calculations – Contigo will calculate the compensatory storage requirements using the regulatory 10- and 100-yr flood elevations and floodway limits. The overall project site is required to provide compensatory storage equal to at least 1.5 times the volume of flood plain overbank fill and 1.0 times the volume of food plain fill for the channel modifications. The storage shall be provided incrementally between the 0-10-yr and the 10-100-yr flood recurrence intervals at a minimum ratio of 1:1 cut to fill with the remaining required compensatory storage being provided at any interval. Floodway cut and fill calculations shall also be provided showing a minimum ratio of 1:1 cut to fill within the floodway. ERA will provide Contigo with to-scale cross sections along the project reach every 50-ft. Contigo will provide compensatory storage calculations in tabular form with an exhibit of the to-scale cross-sections for submittal with the permit application.
 - 7.4. Stormwater Report –
 - 7.4.1. Contigo will prepare the flood plain permit submittals for this project. The regulatory stakeholders involved with the management of flood plains and floodways are the Village of Carol Stream, IDNR-OWR and DuPage County. This task will include permit coordination with these jurisdictional authorities, providing permit submittals and permit inserts as they relate



to Contigo's scope of work. One pre-application meeting and resubmittal meeting (virtually or in person) with each regulatory stakeholder is included.

- 7.4.2. Contigo will also provide stakeholder communication via phone calls and emails, including follow up efforts to ensure permit submittals are adequately moving through the government's review system and clarification on review comments.
- 7.4.3. Contigo is not responsible for paying permit application and review fees. Permit Submittals included in this contract for this project include:
- 7.4.4. Floodway Construction Permit Submittal (IDNR-OWR) - Contigo will provide an electronic copy for submittal to DuPage County (IDNR-OWR's delegate) that includes the following items:
 - 7.4.4.1. Floodway report containing a narrative of the hydrologic inputs, hydraulic analysis, methodology and results.
 - 7.4.4.2. Documentation of the computed input parameters and electronic copy of the HEC-RAS models.
 - 7.4.4.3. Tabular summary of the 10-year and 100-year flood plain elevations and velocities for the development and its conformance to Part 3708 rules. This includes a comparison of the project impacts.
 - 7.4.4.4. Maps and exhibits as it relates to the floodway.
 - 7.4.4.5. Compensatory storage calculations of the floodway from task 2 of this scope.
- 7.5. Stormwater Management Certification Tab 3 - Contigo will provide ERA with a copy of the Floodplain compensatory storage calculations, floodplain report, documentation of H&H methodology, computations, and analysis of the results for inclusion with their stormwater permit submittal to the Village of Carol Stream and DuPage County.
- 7.6. Response to Regulatory Review Comments – Contigo is committed to preparing a thorough permit submittal, following the local and state ordinances along with the project specific guidance provided during the pre-application and resubmittal meetings. The scope of work includes two resubmittals to DuPage County and the Village of Carol Stream, along with any piece-meal resubmittals classified as requests for additional information (AI).

However, it is important to note that review comments that necessitate substantial engineering design changes not triggered by the hydraulic model's results, requests to change the H&H analysis methodology (e.g updates to discharges, FEQ modeling), additional resubmittals beyond the first two, or services beyond the current scope can be provided upon request as optional services and are not included in this contract. In such cases, an additional fee will be discussed with ERA and agreed upon separately as an addendum to the contract.

The anticipated deliverables for these tasks include the following:

- HEC-RAS Hydraulic Models: Modified Existing and Proposed electronic files
- Floodway Construction Permit Submittal (Tabular Format)
- Village of Carol Stream Stormwater and Flood plain Report Tab 3 Insert
- Comment Response Letters
- Meeting Minutes within 5 working days of meetings

8. **Permitting** - ERA will assist the Village in the preparation of the permit application(s). The regulatory stakeholders involved with the management of storm water through the project limits will be contacted. This task will include permit coordination with the jurisdictional authorities, responding to their review comments, and phone call/email/letter follow up efforts to ensure permits submittals are adequately moving through their system. Permits anticipated for this project include:



8.1. Federal & State Permits

- 8.1.1. Army Corps of Engineers – ERA will provide one set of the 95% and final PS&E documents and permit narratives for Nationwide Permits #13, #27 Aquatic Restoration, Enhancement & Establishment, and #33 Temporary Construction, Access & Dewatering.
- 8.1.2. IDNR/OWR Floodway Permit – ERA will submit a delegation request. It is anticipated that this will be delegated to DuPage County per task 8.
- 8.1.3. IDNR Interagency Wetland Policy Act – If State funds are utilized, ERA will submit one copy of the 95% plans and wetland delineation report. If state funds are not utilized, IDNR Threatened and Endangered Species signoff – ERA will complete the application for T&ES signoff through EcoCAT.
- 8.1.4. IEPA Individual 401 Permit – Since bank stabilization exceeds 1000 LF ERA will submit a pre-filing meeting request, 401 documentation and the 95% and final PS&E documents.
- 8.1.5. IEPA Construction Site Runoff (ILR10) – ERA will provide the SWPPP; the Village will complete and submit the NOI per its NPDES ILR40 MS4 permit.
- 8.1.6. Illinois Historical Preservation Agency approval – ERA will prepare the IHPA consultation (this assumes that a Phase I archaeological report is not necessary).
- 8.1.7. Kane/DuPage Soil and Water Conservation District – ERA submit the 95% and final PS&E documents.

8.2. County & Local Permits

8.2.1. DuPage County

- Stormwater Management Permit – ERA will provide an electronic copy of the signed stormwater management permit, IDNR-OWR delegation letter, Tabs 1,3 & 8 report and final engineering plans. final PS&E documents.
- ERA will also provide 4 copies of the stormwater report described in task 8 for review and approval.

- 8.2.2. Village of Carol Stream - Stormwater Management Permit – ERA will also provide 1 copy of the stormwater report for review and approval.

9. Construction Documents

- 9.1. The following is a list of additional anticipated plan sheets for inclusion with the downstream segment:
 - Cover Sheet – 1 Plan Sheet
 - Summary of Quantities – 1 Plan Sheet
 - Traffic Control/Construction Staging Plan – 1 Plan Sheet
 - Alignment, Ties & Benchmarks – 1 Plan Sheet
 - Removal Plan – 3 Sheets
 - Proposed Plan & Profile Sheets (1"=20'H, 1"=2'V) – 5 Plan Sheets
 - Cross Sections – 8 Plan Sheets
 - Stormwater Pollution Prevention Plan – 3 Plan Sheets
 - Planting Plan – 3 Plan Sheets
 - Details – 3 Plan Sheets
 - Boring Logs – 1 Plan Sheet
- 9.2. 50% Completion Phase PS&E - ERA will prepare preliminary plans showing the scope and extent of the proposed improvements including the overbank cut/fills, access plan, river restoration, planting plan, preliminary tree removal, preliminary cost estimate.
- 9.3. Pre-final 95% Completion Phase PS&E - ERA will provide 95% complete plans, specs and estimates as described below.
 - Upon receipt of preliminary PS&E review comments, ERA will prepare a complete set of pre-final PS&E for the project for submittal to the IEPA for their review and approval



- Specifications will be prepared in IDOT standard format. Bid documents and unit price bid item quantities will be included.
 - An updated engineer's opinion of probable construction cost will be prepared and submitted.
- 9.4. Final 100% Completion Phase PS&E - Upon receipt of pre-final PS&E review comments from the Village and IEPA, ERA will prepare a complete set of Final PS&E to accommodate bidding and construction of the proposed improvements. The following are anticipated deliverables for Final PS&E.
- AutoCAD & PDF files to Village.
 - One (1) reduced size (11"x17") plan sets.
 - Two (2) full sized (24"x34") plan sets.
 - It is our understanding that Village will provide the majority of the General Conditions and the Special Conditions for the bid docs; however, ERA will provide the Special Provisions in addition to the actual bid sheet in Excel, and the engineer's estimate of probable cost in Excel format. ERA will utilize the Village's templates for preparation of the special provisions.

Exclusions

- Topographic or Boundary Survey
- Structural Design
- FEQ Modeling for Stormwater, Floodplain or Floodway permits
- Updates to hydraulic structures in the FEQ model for indirect impact analysis
- Debugging/attempting to stabilize the FEQ model by truncating the Klein Creek FEQ model
- Modifications to Level Pool Reservoirs in FEQ
- CLOMR/LOMR Analysis and Permit Submittal
- Hydrologic updates to the regulatory or FEQ models
- Stormwater Modeling (Detention basin, Storm Sewer, Compensatory Storage)
- Inundation-Duration analysis with hydrographs: Conducting an analysis to determine the duration and extent of inundation, including the generation of
- hydrographs, which may be required for environmental permitting
- Revisions to the engineering plans or hydraulic models to address permit reviews
- Permit and Agency Consultation Fees

Fees

The cost associated with the services included in this proposal will be hourly, not-to-exceed fee, according to the attached schedule. Invoices will be issued monthly reflecting the percent of the project completed as of the "services thru" date on the invoice. Direct costs/reimbursables including printing costs, mileage and postage will be charged at the actual rate incurred.

Fees for services beyond the scope of this proposal, when approved by the Client, will be compensated for on an hourly basis in accordance with the attached table.

Please send payment(s) to:

3s701 West Ave., Suite #150, Warrenville IL 60555

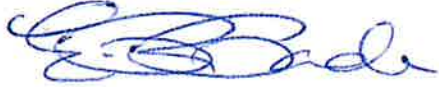
Credit Card payments are also accepted over the phone, via email, or in the office with a 3.5% processing fee added.

We appreciate the opportunity to submit this proposal and trust that it meets with your approval.



If you have any questions, please contact me at 630-393-3060x1041 or epande@eraconsultants.com.

Sincerely,
ENGINEERING RESOURCE ASSOCIATES, INC.
WARRENVILLE



Erin Pande, PWS, CFM

ERP/kkp
Attachments
Enclosure





3s701 West Ave, Suite 150
 Warrenville, IL 60555
 Phone: 630-393-3060
 Fax: 630-393-2152
 www.eraconsultants.com

CLIENT: Village of Carol stream
 PROJECT: Klein Creek Section II
 PROJECT LOCATION: Carol Stream

Date: 2/27/2024
 Consultant: Engineering Resource Associates, Inc.
 Project Manager: Erin Pande
 PP/PL No.: PL2401.29

TASK No.	WORK DESCRIPTION	HOURS	WEIGHTED HOURLY RATE	ERA'S FEE	DIRECT COSTS	GRAND TOTAL	% OF GRAND TOTAL
1	Meetings/Coordination	51	\$158	\$8,100.00	\$130.00	\$8,230.00	9.22%
2.1	Topographic Survey Review	8	\$173	\$1,400.00		\$1,400.00	1.57%
2.2	Tree Inventory	30	\$101	\$3,000.00	\$65.00	\$3,065.00	3.43%
2.3	Wetland Delineation	30	\$92	\$2,800.00	\$65.00	\$2,865.00	3.21%
2.4	Flow Data	5	\$119	\$600.00		\$600.00	0.67%
3	Soil Borings	19	\$202	\$3,800.00		\$3,800.00	4.25%
4	Electrical Coordination	10	\$119	\$1,200.00		\$1,200.00	1.34%
5	Earthwork Calculations	18	\$115	\$2,100.00		\$2,100.00	2.35%
6	Environmental Design	24	\$128	\$3,100.00		\$3,100.00	3.47%
7.1 & 7.2	Hydraulics (Reg/ModEx/Prop)	18	\$117	\$2,100.00		\$2,100.00	2.35%
7.3	Compensatory Storage (Floodway,Flood plain, Channel)	26	\$113	\$2,900.00		\$2,900.00	3.25%
7.4 & 8	Permit Submittals	57	\$126	\$7,200.00		\$7,200.00	8.06%
9.1	50% Completion Phase P&E	136	\$119	\$16,200.00		\$16,200.00	18.14%
9.2	Pre-final 95% Completion Phase PS&E	84	\$117	\$9,800.00		\$9,800.00	10.97%
9.3	Final 100% Completion Phase PS&E	54	\$114	\$6,200.00		\$6,200.00	6.94%
	Services by Others						
7.1 & 7.2	Hydraulics - Contigo	49	\$175			\$8,575.00	9.60%
7.3	Compensatory Storage - Contigo	10	\$175			\$1,750.00	1.96%
7.4 & 8	Permit Submittals - Contigo	47	\$175			\$8,225.00	9.21%
	TOTALS	516	\$165.71	\$70,500.00	\$260.00	\$89,310.00	100%



3s701 West Ave, Suite 150
 Warrenville, IL 60555
 Phone: 630-393-3060
 Fax: 630-393-2152
 www.eraconsultants.com

CLIENT: Village of Carol stream
 PROJECT: Klein Creek Section II
 PROJECT LOCATION: Carol Stream
 COUNTY: DuPage

PAYROLL CLASSIFICATION	HOURLY RATE	TOTAL HRS	Meetings/Coordination			Topographic Survey Review			Tree Inventory			Wetland Delineation		
			HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Professional Engineer VI	\$274.60	1.0	1	2.0%	\$5.38									
Structural Engineer IV	\$212.52	20.0	4	7.8%	\$16.66									
Professional Engineer V	\$211.06	22.0	2	3.9%	\$8.27									
Professional Surveyor II	\$181.12	0.0												
Ecological Services Director	\$173.08	95.0	28	54.9%	\$95.02	8	100.0%	\$173.08	1	3.3%	\$5.76	1	3.3%	\$5.76
Professional Engineer III	\$160.67	0.0												
Engineering Technician VI	\$153.37	0.0												
Surveyor IV	\$138.76	0.0												
Engineering Technician III	\$105.17	82.0							1	3.3%	\$3.50	1	3.3%	\$3.50
Staff Engineer III	\$135.84	2.0												
Surveyor III	\$121.23	0.0												
Staff Engineer II	\$105.17	212.0	16	31.4%	\$32.99									
Staff Engineer I	\$105.17	16.0												
Environmental Specialist II	\$105.17	92.0							20	66.7%	\$70.11	8	26.7%	\$28.05
Administrative Staff III	\$102.24	0.0												
Environmental Specialist I	\$81.80	28.0							8	26.7%	\$21.81	20	66.7%	\$54.53
	\$0.00	0.0												
	\$0.00	0.0												
TOTALS		570.00	51	100.0%	\$158.33	8	100.0%	\$173.08	30	100.0%	\$101.19	30	100.0%	\$91.85



3s701 West Ave, Suite 150
 Warrenville, IL 60555
 Phone: 630-393-3060
 Fax: 630-393-2152
 www.eraconsultants.com

CLIENT: Village of Carol stream
 PROJECT: Klein Creek Section II
 PROJECT LOCATION: Carol Stream
 COUNTY: DuPage

Date: 2/27/2024
 Consultant: Engineering Resource Associates, Inc.
 Project Manager: Erin Pande
 PP/PL No.: PL2401.29

PAYROLL CLASSIFICATION	HOURLY RATE	Flow Data			Soil Borings			Electrical Coordination			Earthwork Calculations		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Professional Engineer VI	\$274.60												
Structural Engineer IV	\$212.52				16.0	84.2%	\$178.96						
Professional Engineer V	\$211.06										1	5.6%	\$11.73
Professional Surveyor II	\$181.12												
Ecological Services Director	\$173.08	1	20.0%	\$34.62	1	5.3%	\$9.10	2	20.0%	\$34.62	1	5.6%	\$9.62
Professional Engineer III	\$160.67												
Engineering Technician VI	\$153.37												
Surveyor IV	\$138.76												
Engineering Technician III	\$105.17												
Staff Engineer III	\$135.84				2	10.5%	\$14.30						
Surveyor III	\$121.23												
Staff Engineer II	\$105.17	4	80.0%	\$84.13				8	80.0%	\$84.13	16	88.9%	\$93.48
Staff Engineer I	\$105.17												
Environmental Specialist II	\$105.17												
Administrative Staff III	\$102.24												
Environmental Specialist I	\$81.80												
	\$0.00												
	\$0.00												
TOTALS		5	100.0%	\$118.75	19	100.0%	\$202.37	10	100.0%	\$118.75	18	100.0%	\$114.84



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CLIENT: Village of Carol stream
 PROJECT: Klein Creek Section II
 PROJECT LOCATION: Carol Stream
 COUNTY: DuPage

Date: 2/27/2024
 Consultant: Engineering Resource Associates, Inc.
 Project Manager: Erin Pande
 PP/PL No.: PL2401.29

PAYROLL CLASSIFICATION	HOURLY RATE	Environmental Design						Hydraulics (Reg/ModEx/Prop)			Compensatory Storage (Floodway,Flood plain,		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Professional Engineer VI	\$274.60												
Structural Engineer IV	\$212.52												
Professional Engineer V	\$211.06							2	11.1%	\$23.45	2	7.7%	\$16.23
Professional Surveyor II	\$181.12												
Ecological Services Director	\$173.08	8	33.3%	\$57.69									
Professional Engineer III	\$160.67												
Engineering Technician VI	\$153.37												
Surveyor IV	\$138.76												
Engineering Technician III	\$105.17												
Staff Engineer III	\$135.84												
Surveyor III	\$121.23												
Staff Engineer II	\$105.17							16	88.9%	\$93.48	24	92.3%	\$97.08
Staff Engineer I	\$105.17	16	66.7%	\$70.11									
Environmental Specialist II	\$105.17												
Administrative Staff III	\$102.24												
Environmental Specialist I	\$81.80												
	\$0.00												
	\$0.00												
TOTALS		24	100.0%	\$127.80	0	0.0%	\$0.00	18	100.0%	\$116.93	26	100.0%	\$113.31



3s701 West Ave, Suite 150
Warrenville, IL 60555
Phone: 630-393-3060
Fax: 630-393-2152
www.eraconsultants.com

CLIENT: Village of Carol stream
PROJECT: Klein Creek Section II
PROJECT LOCATION: Carol Stream

Date: 2/27/2024
Consultant: Engineering Resource Associates, Inc.
Project Manager: Erin Pande
PP/PL No.: PL2401.29

PAYROLL CLASSIFICATION	HOURLY RATE	Permit Submittals			50% Completion Phase P&E			Pre-final 95% Completion Phase PS&E			Final 100% Completion Phase PS&E		
		HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE	HOURS	% PART	WGTD RATE
Professional Engineer VI	\$274.60												
Structural Engineer IV	\$212.52												
Professional Engineer V	\$211.06	1	1.8%	\$3.69	8	5.9%	\$12.41	4	4.8%	\$10.05	2	3.7%	\$7.81
Professional Surveyor II	\$181.12												
Ecological Services Director	\$173.08	16	28.1%	\$48.58	16	11.8%	\$20.35	8	9.5%	\$16.48	4	7.4%	\$12.83
Professional Engineer III	\$160.67												
Engineering Technician VI	\$153.37												
Surveyor IV	\$138.76												
Engineering Technician III	\$105.17				40	29.4%	\$30.93	24	28.6%	\$30.05	16	29.6%	\$31.16
Staff Engineer III	\$135.84												
Surveyor III	\$121.23												
Staff Engineer II	\$105.17	24	42.1%	\$44.28	48	35.3%	\$37.11	32	38.1%	\$40.07	24	44.4%	\$46.74
Staff Engineer I	\$105.17												
Environmental Specialist II	\$105.17	16	28.1%	\$29.52	24	17.7%	\$18.56	16	19.1%	\$20.03	8	14.8%	\$15.57
Administrative Staff III	\$102.24												
Environmental Specialist I	\$81.80												
	\$0.00												
	\$0.00												
TOTALS		57	100.0%	\$126.08	136	100.0%	\$119.37	84	100.0%	\$116.67	54	100.0%	\$114.11

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO REZONE PROPERTY FROM THE O-S OFFICE AND SERVICE DISTRICT TO
THE B-3 GENERAL BUSINESS DISTRICT
(PECORARO VETERINARY SERVICES, 465 E GUNDERSEN DRIVE)**

WHEREAS, Dr. Annjolyn Knoll, owner of Pecoraro Veterinary Services, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to rezone the Property at 465 E Gundersen Drive from the O-S Office and Service District to the B-3 General Business District; and

WHEREAS, pursuant to Section 16-8-4 of the Carol Stream Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals, at a regular meeting thereof, held a public hearing on the above petition on February 26, 2024, following proper legal notice of said public hearing, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

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

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

SECTION 1: The approximately 1.9-acre property legally described below (the Property) is hereby granted a Zoning Map Amendment to rezone the Property from the O-S Office and Service District to the B-3 General Business District in the Village of Carol Stream.

LEGAL DESCRIPTION OF THE PROPERTY:

PARCEL 1: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY: COMMENCING AT THE NORTHEAST CORNER OF UNIT ONE OF CAROL STREAM INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1963 AS DOCUMENT R63-10466, WHICH POINT IS ON THE WEST LINE OF STATE AID HIGHWAY ROUTE 36, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID UNIT ONE OF CAROL STREAM INDUSTRIAL PARK (BEING ALSO THE NORTH LINE OF GUNDERSEN DRIVE) 370.05 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE 150.0 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET 276.95 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 THENCE NORTH 88 DEGREES 00 MINUTES EAST ALONG SAID NORTH LINE, 150.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET 277.1 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY: COMMENCING AT THE NORTHEAST CORNER OF UNIT ONE OF CAROL STREAM INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1963 AS DOCUMENT R63-10466, WHICH POINT IS ON THE WEST LINE OF STATE AID HIGHWAY ROUTE 36, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID UNIT 1 OF CAROL STREAM INDUSTRIAL PARK (BEING ALSO THE NORTH LINE OF CONTINUING GUNDERSEN DRIVE) 220.05 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE, 150.0 FEET, THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET 277.1 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, THENCE NORTH 88 DEGREES 00 MINUTES EAST ALONG SAID NORTH LINE, 150.0 FEET, THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET, 277.2 FEET TO THE BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s 05-04-301-005 & 05-04-301-006
Common Address: 465 E Gundersen Drive, Carol Stream, IL, 60188

PASSED AND APPROVED THIS 4th DAY OF MARCH, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

AN ORDINANCE APPROVING A FENCE VARIATION (PECORARO VETERINARY SERVICES - 465 E GUNDERSEN DRIVE)

WHEREAS, Dr. Annjolyn Knoll, owner of Pecoraro Veterinary Services, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Variation to allow a fence in the front yard, in accordance with Section 16-5-8 (E)(2) of the Unified Development Ordinance on the property legally described in Section 2 herein and commonly known as 465 E Gundersen Drive, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (K) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on February 26, 2024, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Variation be approved; and

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

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

SECTION 1:

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

1. The requested variation arises from an exceptional situation related to topography, surroundings or conditions of a specific piece of property, or by reason of exceptional narrowness or shallowness. *While there is no topographic situation or condition specific to the property, the business requires two relief areas, one for sick animals and one for healthy animals. The two grassy areas that can be used for relief areas are in the rear of the property and in the front, and staff does not believe the proposed fence in the front yard will produce a negative impact to surrounding properties.*
2. There are difficulties or a particular hardship in the way of carrying out the strict letter of the fence standards. *The relief areas need to be secure and fenced in.*
3. The fence will not impair an adequate supply of light and air to adjacent property. *It is not believed that the requested variation will impair an adequate supply of light and air to adjacent properties.*

4. The fence will not endanger the public safety. *The requested variation is necessary to create a functional site for Pecoraro Veterinary Services and will enhance public safety.*
5. The fence will not unreasonably diminish or impair established property values within the surrounding area. *It is not believed that the requested variation will have an adverse effect on public health, safety, or general welfare, and meets the intent of the UDO and Village Comprehensive Plan by bringing a high quality and attractively designed development into the community.*
6. The fence will not impair the public health, safety, comfort, morals or welfare of the inhabitants of the village. *It is not believed that the requested variation will impair public health, safety, comfort, morals or welfare of the inhabitants of the Village.*

SECTION 2:

The Variation, as set forth in the above recitals, is hereby approved and granted to Pecoraro Veterinary Services, subject to the conditions set forth in Section 3, upon the real estate commonly known as 465 E Gundersen Drive, Carol Stream, Illinois, and legally described as follows:

PARCEL 1: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY: COMMENCING AT THE NORTHEAST CORNER OF UNIT ONE OF CAROL STREAM INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1963 AS DOCUMENT R63-10466, WHICH POINT IS ON THE WEST LINE OF STATE AID HIGHWAY ROUTE 36, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID UNIT ONE OF CAROL STREAM INDUSTRIAL PARK (BEING ALSO THE NORTH LINE OF GUNDERSEN DRIVE) 370.05 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE 150.0 FEET; THENCE NORTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET 276.95 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4 THENCE NORTH 88 DEGREES 00 MINUTES EAST ALONG SAID NORTH LINE, 150.0 FEET; THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET 277.1 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY: COMMENCING AT THE NORTHEAST CORNER OF UNIT ONE OF CAROL STREAM INDUSTRIAL PARK, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1963 AS DOCUMENT R63-10466, WHICH POINT IS ON THE WEST LINE OF STATE AID HIGHWAY ROUTE 36, AND RUNNING THENCE WESTERLY ALONG THE NORTH LINE OF SAID UNIT 1 OF CAROL STREAM INDUSTRIAL PARK (BEING ALSO THE NORTH LINE OF CONTINUING GUNDERSEN DRIVE) 220.05 FEET FOR A PLACE OF BEGINNING, THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE, 150.0 FEET, THENCE NORTHERLY

PARALLEL WITH THE CENTER LINE OF MAIN STREET 277.1 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 4, THENCE NORTH 88 DEGREES 00 MINUTES EAST ALONG SAID NORTH LINE, 150.0 FEET, THENCE SOUTHERLY PARALLEL WITH THE CENTER LINE OF MAIN STREET, 277.2 FEET TO THE BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

Hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Variation granted herein is subject to the following conditions:

1. That all improvements, including but not limited to the fencing, must be built, installed, and maintained in accordance with the attached plans and exhibits;
2. That prior to opening, the Applicant shall obtain a building permit to construct a dumpster enclosure in the rear of the property that complies with Section 16-5-7(A) of the UDO;
3. That the accessible parking stall near the northwest corner of the building will have a dedicated accessible parking sign that complies with the Illinois Accessibility Code;
4. That a Plat of Consolidation must be approved by the Village Board prior to the issuance of building permits;
5. That any future signage must comply with Section 16-6-4 of the UDO concerning Sign Standards; and
6. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

The Variation is hereby approved and granted as set forth in the following plans and exhibits:

1. ALTA Survey (Exhibit A, received by the Community Development Department January 23, 2024), prepared by Exacta Land Surveyors, 316 East Jackson Street, Morris, IL 60450.
2. Site Plan (Exhibit B, received by the Community Development Department January 29, 2024), prepared by Design SMAK, 1316 Sherman Avenue, Suite 204, Evanston, IL 60201.
3. Floor Plans (Exhibits C1-C3, received by the Community Development Department January 29, 2024), prepared by Design SMAK, 1316 Sherman Avenue, Suite 204, Evanston, IL 60201.

4. Fence Detail (Exhibit D, received by the Community Development Department January 29, 2024), prepared by Dr. Annjoly Knoll, 565 E St. Charles Road, Carol Stream, IL 60188.

SECTION 5:

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

SECTION 6:

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

PASSED AND APPROVED THIS 4th DAY OF MARCH, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

Date

Owner/Party In Interest

EXISTING ZONING: O-S, OFFICE & SERVICE DISTRICT
 PROPOSED ZONING: B-3, GENERAL BUSINESS DISTRICT
 PROPOSED USES: VETERINARY CLINIC / ANIMAL HOSPITAL

BUSINESS DISTRICT B-3	REQ'D.	ACTUAL
FRONT YARD SETBACK (FT):	25	40.0
EXTERIOR SIDE YARD (FT):	25	N/A
INTERIOR SIDE YARD (FT):	15	20.6
REAR YARD SETBACK (FT):	40	120.7
HEIGHT (FT):	40	22.96
GROUND FLOOR AREA (SF):	N/A	11,050
FLOOR AREA (SF):	N/A	17,561
LOT AREA (SF):	N/A	83,024
FLOOR AREA RATIO:	0.6	0.21

RECEIVED

JAN 29 2024

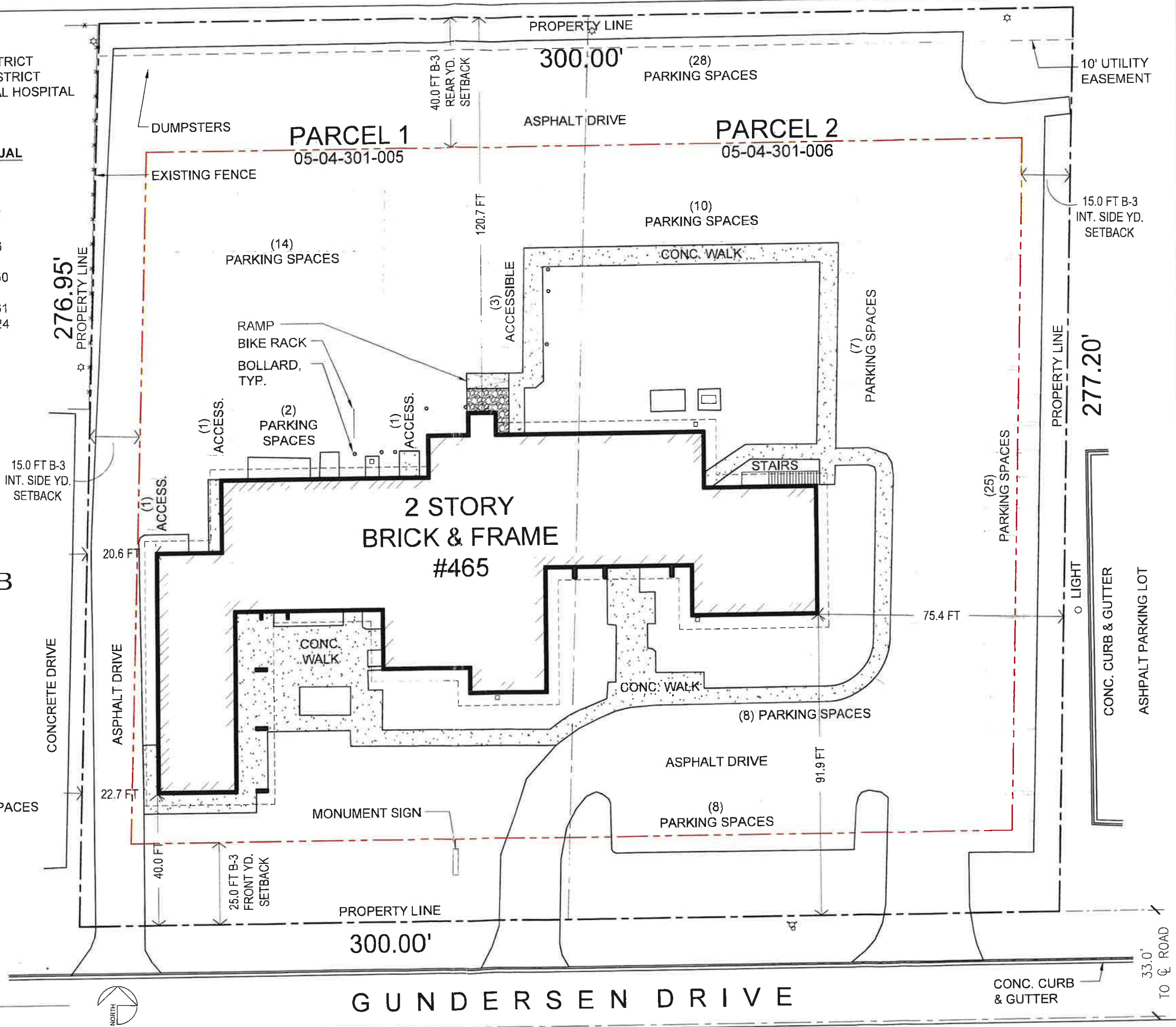
Community Development
Department



EXHIBIT B

NET FLOOR AREA (SF): 20,549
 REQ'D PARKING (1/250 NFA): 82 PARKING SPACES

STANDARD STALLS: 99
 ACCESSIBLE STALLS: 6 (> 5%)
 EXISTING PARKING PROVIDED: 105 TOTAL



1 465 GUNDERSON SITE PLAN
 SCALE: 1" = 30'

DATE: 1/29/2024
 SCALE: AS NOTED
 JOB NO: 2315
 COPYRIGHT 2024 Design SMAK

TITLE: SITE PLAN
 PROJECT: PECORARO VETERINARY SERVICES, INC
 465 GUNDERSEN DR.
 ADDRESS: CAROL STREAM, IL 60188

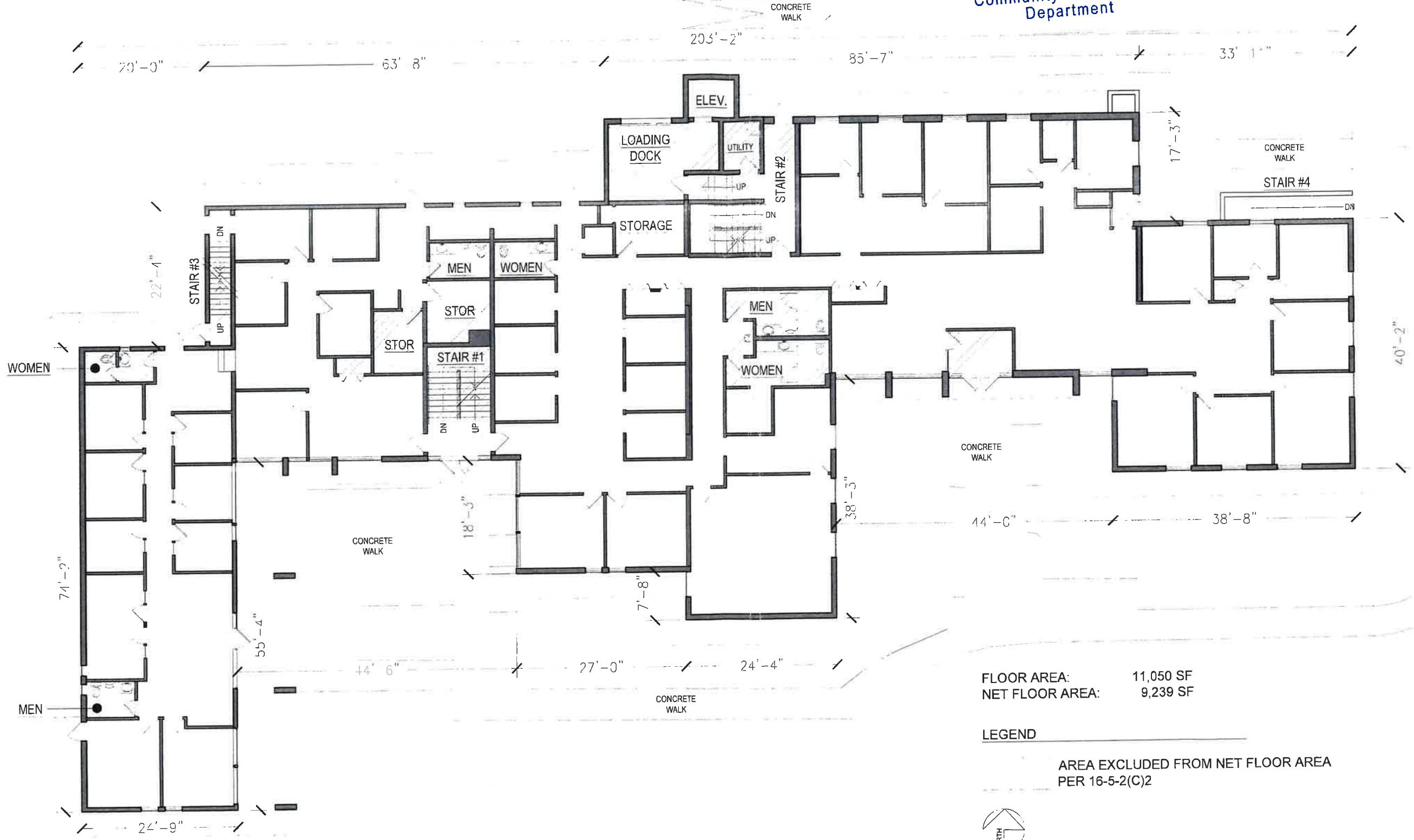
Design SMAK
 Siamak Mostoufi, AIA
 IL License No: 001-020653
 1316 Sherman Ave Site 204, Evanston, IL 60201
 773-450-8708 siamak@designsmak.com

EXHIBIT C1

RECEIVED

JAN 29 2024

Community Development
Department



FLOOR AREA: 11,050 SF
NET FLOOR AREA: 9,239 SF

LEGEND

AREA EXCLUDED FROM NET FLOOR AREA
PER 16-5-2(C)2



3 GROUND FLOOR PLAN
SCALE: 1/16" = 1'-0"

GROUND FLOOR PLAN

1/29/2024
AS NOTED

PECORARO VETERINARY SERVICES, INC
465 GUNDERSEN DR.
CAROL STREAM, IL 60188

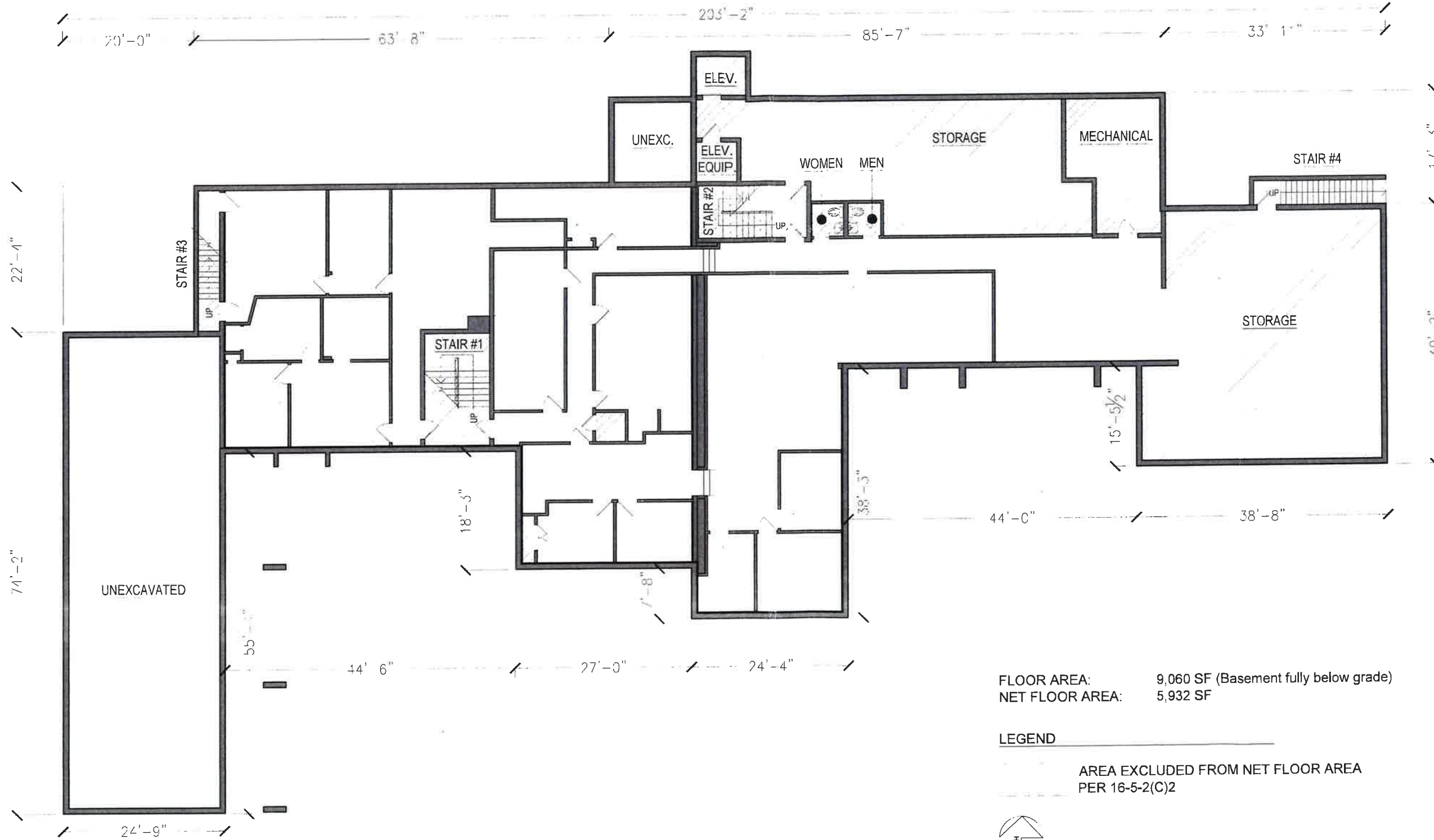
Design SMAK
Siamak Mostoufi, AIA
IL License No. 001-020653
1316 Sherman Ave Ste 204, Evanston, IL 60201
773.450.8708 siamak@designsmak.com

EXHIBIT C2

RECEIVED

JAN 29 2024

Community Development
Department



FLOOR AREA: 9,060 SF (Basement fully below grade)
NET FLOOR AREA: 5,932 SF

LEGEND

AREA EXCLUDED FROM NET FLOOR AREA
PER 16-5-2(C)2



2 LOWER LEVEL PLAN
SCALE: 1/16" = 1'-0"

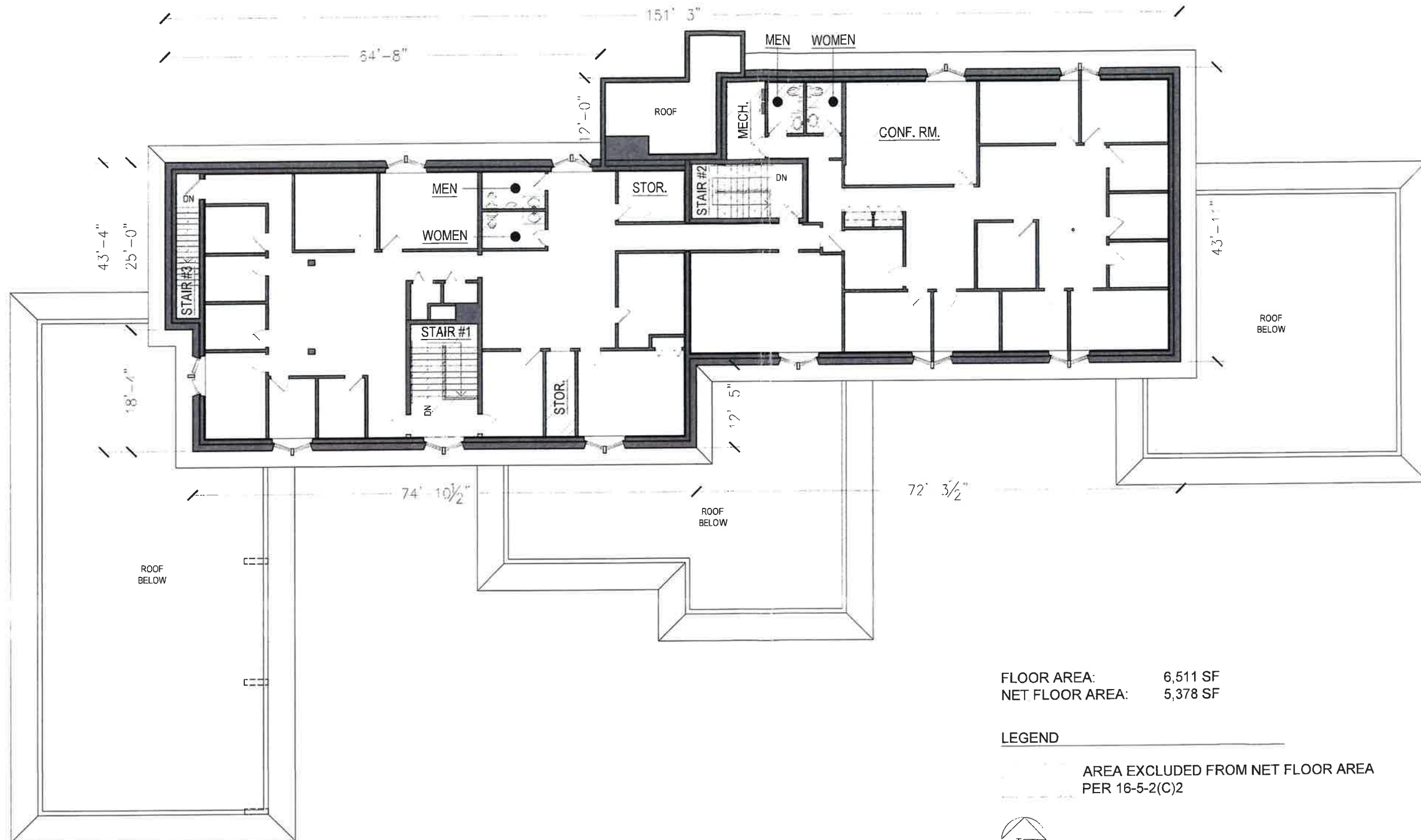
DATE: 1/29/2024
STATUS: AS NOTED
PROJECT: 2315
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DESIGNED BY: [Signature]
LOWER LEVEL PLAN
PECORARO VETERINARY SERVICES, INC
465 GUNDERSEN DR.
CAROL STREAM, IL 60188
Design SMAK
Siamak Mostoufi, AIA
IL License No: 001-020653
1316 Sherman Ave Ste 204, Evanston, IL 60201
773.450.8708 siamak@designsmak.com

EXHIBIT C3

RECEIVED

JAN 29 2024

Community Development
Department



FLOOR AREA: 6,511 SF
NET FLOOR AREA: 5,378 SF

LEGEND

AREA EXCLUDED FROM NET FLOOR AREA
PER 16-5-2(C)2



4 UPPER LEVEL PLAN
SCALE: 1/16" = 1'-0"

FILE: 2ND FLOOR PLAN
DRAWN BY: PECORARO VETERINARY SERVICES, INC
PROJECT: 465 GUNDERSEN DR.
DATE: CAROL STREAM, IL 60188

DATE: 1/29/2024
STATUS: AS NOTED
JOB NO: 2315
DRAWN BY: [Signature]

Design SMAK
Siamak Mostoufi, AIA
IL License No: 001-020653
1316 Sherman Ave Ste 204, Evanston, IL 60201
773.450.8708 siamak@designsmak.com

Harry Fournier

yn Knoll

From:
Sent:
To:
Subject:

EXHIBIT D

Harry,

I plan to put in a vinyl privacy white fence, 6ft in height. Here is a picture of what I plan to install.



Thanks,



Annjelyn Knoll, DVM
Hospital Owner 🐾
Knoll Animal Hospital
(630) 668 - 1748

RECEIVED

JAN 29 2024

Community Development
Department

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXECUTION OF THE
OFFICIAL ZONING MAP OF THE VILLAGE OF CAROL STREAM**

WHEREAS, the Illinois Compiled Statutes (65 ILCS 5/11-13-19) require the corporate authorities to publish a map clearly showing the zoning classification of all land within the municipality, including all changes that occurred within the preceding calendar year, no later than March 31 of each year; and

WHEREAS, at their meeting on February 26, 2024, the Combined Plan Commission and Zoning Board of Appeals reviewed and recommended approval of the 2024 Official Zoning Map for the Village of Carol Stream.

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: That the Mayor is authorized to execute and the Village Clerk to attest **The Official Zoning Map of the Village of Carol Stream**, a map prepared using base parcel data provided by the DuPage County GIS Department, dated March 4, 2024, such document being attached to and made a part of this Resolution.

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 4th DAY OF MARCH, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

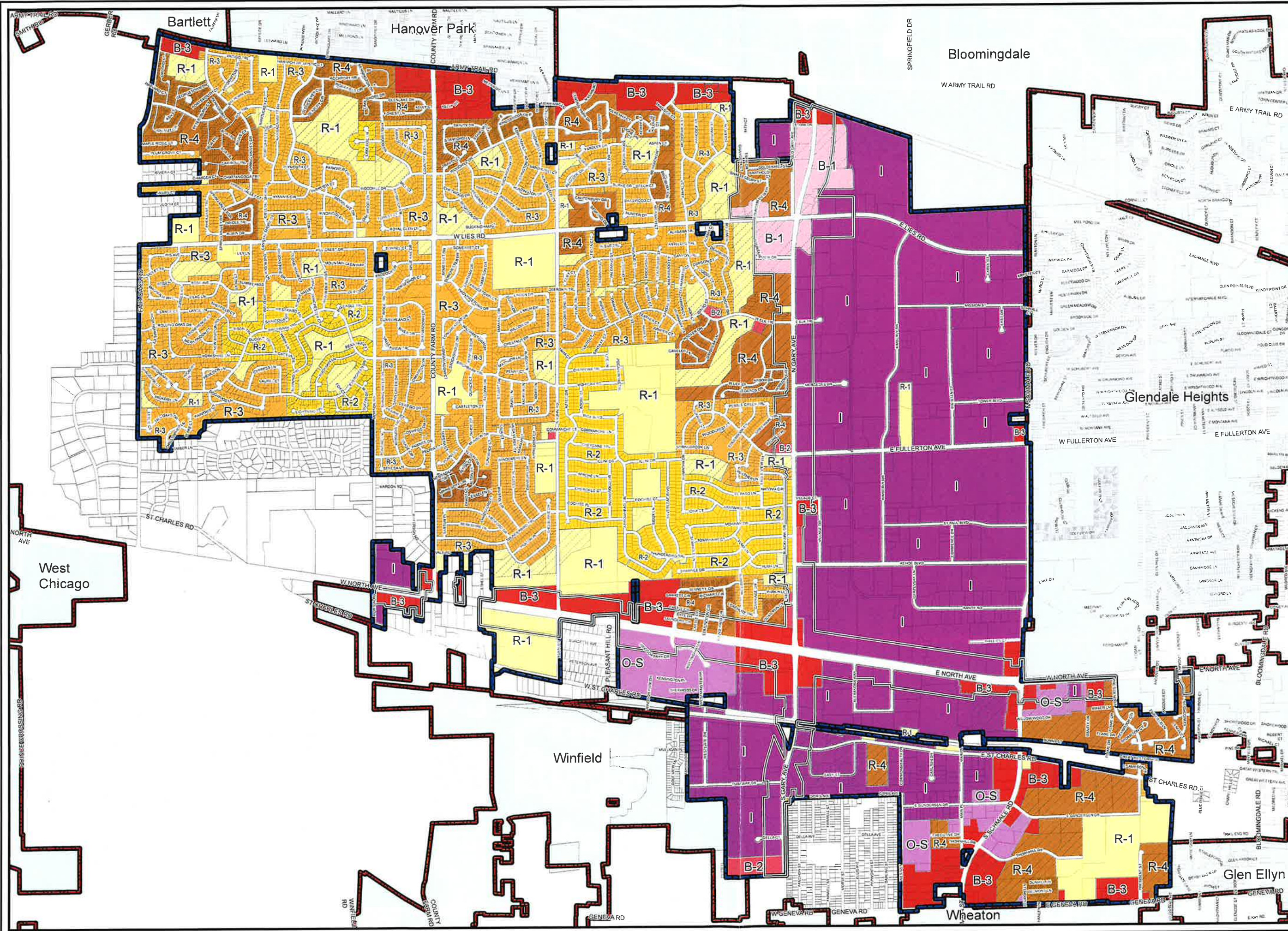
ATTEST:

Julia Schwarze, Village Clerk



Village of Carol Stream Official Zoning Map

March 2024



Residence Districts

- R-1 Estate Residence and Community Facilities District
- R-2 Traditional Residence District
- R-3 Suburban Residence District
- R-4 Multiunit Residence District

Business Districts

- B-1 Town Center District
- B-2 Neighborhood Business District
- B-3 General Business District

Office, Service, and Industrial Districts

- I Industrial District
- O-S Office and Service District

Overlay Districts

- Gary/North Ave Corridor Overlay District
- Carol Stream Corporate Limit

Planned Development (PD)

- Properties designated as PD have, or will require approval of a PD Plan through the Special Use Process

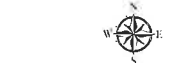
Neighboring Communities

- Corporate Limit
- Parcels

STATE OF ILLINOIS
COUNTY OF DUPAGE
THIS MAP CORRECTLY SHOWS THE ZONING OF THE VILLAGE OF CAROL STREAM PASSED AND APPROVED ON

DATE: March 6th, 2024


Frank Savino Sr.
MAYOR
ATTEST: *John M... ..*
VILLAGE CLERK



1:24,000
0 500 1,000 2,000 Feet

GIS Consortium

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager
FROM: Ann Delort, Secretary 
DATE: February 21, 2024
RE: Carol Stream Rotary Club's Chili Open
Raffle License Application – Fee Waiver

The Carol Stream Rotary Club is holding their annual Chili Open and requests approval to conduct a raffle drawing at their banquet on Friday, May 10, 2024 at Bartlett Hills Golf Club. The cost of tickets will be \$5.00 each or three for \$10.00. The Rotary Club has submitted the attached letter requesting a waiver of the license fee.

Please place this request on the agenda for Monday, March 4, 2024 for the Board's review and approval. The raffle license application and required documentation is on file in the Administration office for your review.

Thank you.

Attachment

Robert A. McNees

Attorneys at Law

195 Hiawatha Drive
Carol Stream, IL 60188

Phone (630) 665-8811

Fax (630) 665-5260

February 20, 2024

VIA HAND DELIVERY

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

RE: Carol Stream Rotary Club
Chili Open Raffle
May 10, 2024

Dear Mayor Saverino and Trustees:

Enclosed please find the Raffle License Application for the Chili Open Raffle to be held May 10, 2024. As in past years, we would appreciate it if the Village would waive its license fees and bond requirements in connection with the raffle.

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

Very truly yours,

MCNEES & ASSOCIATES, LLC

By: 

Robert A. McNees

RAM/mlc
Enclosure

Village of Carol Stream
Interdepartmental Memo

TO: Bill Holmer, Village Manager
FROM: Sandy Belongia, Interdepartmental Aide
DATE: February 21, 2024
RE: Raffle License Application
Cloverdale Elementary School PTA

The Cloverdale Elementary School PTA is having a Bingo Night on Friday, March 15, 2024 from 5:00pm – 7:30pm, which will include a raffle. Raffle tickets will be sold for \$5.00 each and the proceeds from the raffle will benefit school activities and the students.

They have requested a waiver of all fees as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration Department.

Please place this item on the agenda for review and approval by the Village Board of Trustees during the Monday, March 4, 2024 Board meeting.

Thank you.

Attachment



February 7, 2024

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188

To Whom it may concern,

Cloverdale PTA will be hosting a Family Bingo Night event at Cloverdale Elementary on Friday, March 15th. During the event we plan to have a "50/50 split the pot" raffle. The PTA will use its portion of the proceeds to support program activities such as providing support for academic and extracurricular clubs, purchasing teacher wish list items, hosting a free Family Yoga Night, and sponsoring an end of year school wide assembly.

I respectfully request that the village waive all fees in conjunction with the raffle permit.

Sincerely,

Cloverdale PTA Bingo Chair
Colleen Karakosta
630.202.6356

Village of Carol Stream
Interdepartmental Memo

TO: Bill Holmer, Village Manager
FROM: Sandy Belongia, Interdepartmental Aide
DATE: February 27, 2024
RE: Raffle License Application
Pleasant Hill Elementary School PTA

The Pleasant Hill Elementary School PTA is having a Trivia Night on Saturday, April 13, 2024 from 6:30pm – 9:30pm, which will include a raffle. Raffle tickets will be sold for \$5.00 each and the proceeds from the raffle will benefit school activities and the students.

They have requested a waiver of all fees as indicated in the attached letter request. The raffle license application and required documentation is on file in the Administration Department.

Please place this item on the agenda for review and approval by the Village Board of Trustees during the Monday, March 4, 2024 Board meeting.

Thank you.

Attachment



Pleasant Hill PTA

Pleasant Hill PTA
1N220 Pleasant Hill Road
Winfield, IL 60190
36-3662364

To the Village of Carol Stream,

The Pleasant Hill PTA will be hosting an in-person raffle as part of our Trivia Night event on Saturday, April 13, 2024 from 6:30-9:30pm at the American Legion in Carol Stream, IL. Raffle tickets will be sold as follows: \$5 for one ticket, \$10 for three tickets, \$25 for seven tickets, or \$50 for fifteen tickets. Friends, families and community members of Pleasant Hill Elementary's 600 students are invited to participate in our 2nd Annual Trivia Night Event. Money raised will go towards helping to fund various events throughout the school year such as Fall Fest, Explore More Day, One School One Book, Birthday Books to each student, 5th Grade Gift, staff appreciation meals, field trips and enrichment opportunities for all grades.

The mission of the Pleasant Hill PTA is to provide our students and staff with the support and money necessary to enrich the learning experience of all students.

All money raised will have a positive impact on our Pleasant Hill Community.

We are writing to request your approval to waive the Fidelity Bond fee and raffle fee for our school raffle.

Thank you for your support.

Sincerely,

Allison Valentine

Trivia Night Committee Co-Chair and Raffle Manager

630-638-4128

trivianight@pleasanthillpta.org

Pleasant Hill School PTA

Phill.ptboard.com

<https://www.cusd200.org/o/pleasanthill>

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

AGENDA ITEM
L-1 3/4/24

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
A T & T					
CSPC2302395	145.00	01662400-53330	INVESTIGATION FUND	486319	
	<u>145.00</u>				
ABSOLUTE FIRE PROTECTION INC					
VH-SPRINKLER INSPECTION	750.00	01680000-52244	MAINTENANCE & REPAIR	15383	
	<u>750.00</u>				
AEP ENERGY					
100 DELLA CT 01/09-02/07/24 ULTY-108310100E	15.14	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 FEB-2024	
	<u>15.14</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR-FEB 2024	3,019.96	01652800-52257	GIS SYSTEM	0000033	
	<u>3,019.96</u>				
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC					
FE BOOT	196.50	01696200-53354	PARTS PURCHASED	SP4/83311	
	<u>196.50</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	203.80	01590000-53317	OPERATING SUPPLIES	ORD4-012793	
	<u>203.80</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
FIRE ALARM PLAN REV-570 SCHMALE RD, 24-01E	573.00	01643700-52253	CONSULTANT	63963	
PLUMBING INSPECT-JAN 2024	1,395.38	01643700-52253	CONSULTANT	18869	
	<u>1,968.38</u>				
BAXTER & WOODMAN INC					
WRC HEADWORKS IMP DESIGN PO-4110	10,771.25	04101100-54480	CONSTRUCTION	0255704	20240133
STEAMBANK STABILIZ AS-BUILT PO-462700	6,100.00	11740000-55488	STORMWATER UTILITIES	0255702	20240131
	<u>16,871.25</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CHICAGO SIGN & LIGHT COMPANY					
ELECTRONIC SIGN PO-4602182	31,475.50	01680000-53350	SMALL EQUIPMENT EXPENSE	5606	20240058
	<u>31,475.50</u>				
CONCENTRA HEALTH SERVICES, INC					
DOT RANDOM TEST-ANNUAL ADMIN FEE	250.00	01600000-52225	EMPLOYMENT PHYSICALS	17155779	
	<u>250.00</u>				
COVERALL NORTH AMERICA INC					
JANITORIAL SVC-MAR 2024	1,482.00	01670100-52276	JANITORIAL SERVICES	1010726057	
	<u>1,482.00</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
JANITORIAL SVC-MAR 2024	4,155.00	01680000-52276	JANITORIAL SERVICES	31731	
JANITORIAL SVC-FEB 2024	4,155.00	01680000-52276	JANITORIAL SERVICES	31652	
	<u>8,310.00</u>				
DELUXE TOWING					
TOWING-SEIZURE RECOVERY	215.00	01662700-53317	OPERATING SUPPLIES	96688	
TOWING 02/08/24	95.00	01696200-53353	OUTSOURCING SERVICES	96681	
TOW FEE 01/14/24	185.00	01662700-53317	OPERATING SUPPLIES	96538	
	<u>495.00</u>				
DFI TOTAL BUSINESS SOLUTIONS					
CHECK STOCK A/P	126.76	01610100-53315	PRINTED MATERIALS	24020992	
	<u>126.76</u>				
DRI-STICK DECAL CORP					
VIDEO GAMING DECALS 2024-2025	519.41	01610100-53315	PRINTED MATERIALS	PS-INV115644	
	<u>519.41</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
DMMC-2024 DINNER HOLMER	60.00	01590000-52222	MEETINGS	11971A	
	<u>60.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CREEK PH-3 JAN-2024 PO-462709	253.29	11740000-55488	STORMWATER UTILITIES	160914C3.02	20240066
2024 BRIDGE CULVERT INSPECT PO-462721	1,500.00	01620100-52355	BRIDGE INSPECTION	C2400100.01	20240127
BRIDGE DESIGN-KLEIN CREEK SEC I PO-462723	646.96	01620100-52355	BRIDGE INSPECTION	W2401000.01	20240130
KLEIN CREEK SEC 1, PH 3 JAN-2024 PO-462680	80.58	11740000-55488	STORMWATER UTILITIES	160914CE.14	
	2,480.83				
GRAYBAR ELECTRIC					
LIGHT SWITCHES-PD	256.20	01680000-53319	MAINTENANCE SUPPLIES	9335411218	
	256.20				
HAWK FORD OF CAROL STREAM					
FE HOOD	1,013.18	01696200-53354	PARTS PURCHASED	4757C	
FE HOOD STRUT	62.32	01696200-53354	PARTS PURCHASED	4871C	
FE HOSE	230.28	01696200-53354	PARTS PURCHASED	4833C	
FE LATCH	81.38	01696200-53354	PARTS PURCHASED	4912C	
FE DOOR RODS	27.34	01696200-53354	PARTS PURCHASED	4781C	
FE WEATHER STRIP	34.78	01696200-53354	PARTS PURCHASED	4924C	
	1,449.28				
I R M A					
PREMIUM FOR STORAGE TANKS	212.05	01696200-52400	GENERAL INSURANCE	IVC0012212	
DEDUCTIBLE-JAN 2024	434.00	01590000-52215	INSURANCE DEDUCTIBLES	SALES0021339	
	646.05				
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK					
MUTUAL AID DUES-PW	250.00	01670100-52234	DUES & SUBSCRIPTIONS	2094	
	250.00				
ILLINOIS STATE POLICE/DIRECTOR					
COURT ORDERED PAYMENTS CSPC2400190	800.00	01-24238	IL STATE POLICE ASSET FORFEIT	24MX166-CSPC2400190	
COURT ORDERED PAYMENT CSPC2303272	1,500.00	01-24238	IL STATE POLICE ASSET FORFEIT	24MX35-CSPC2303272	
	2,300.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
JACOB & HEFNER ASSOCIATES INC					
ASBESTOS LEAD TEST-PH 3 PW IMPROVEMENTS	4,700.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 70641		
	<u>4,700.00</u>				
JOHN L FIOTI					
ADJUDICATION-FEB 2023	600.00	01570000-52238	LEGAL FEES	FEBRUARY 2024	
	<u>600.00</u>				
K TECH SPECIALTY COATINGS INC					
ORGANIC DE-ICER PO-4106	8,585.37	01670200-53335	SALT	202402-K0024	20240128
	<u>8,585.37</u>				
KELLENBERGER FIRE & SECURITY, LLC					
MAIN BREAKER FAILURE-RESET & REPAIR	300.00	01680000-52244	MAINTENANCE & REPAIR	31336-01	
	<u>300.00</u>				
KLUBER, INC.					
PHASE III-PW CENTER PO-4096	14,852.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 8833		20240114
	<u>14,852.00</u>				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
PARKWAY RESTORATIONS	460.00	01670400-53317	OPERATING SUPPLIES	43195	
LEAK RESTO	368.00	04201600-52286	PAVEMENT RESTORATION	43368	
	<u>828.00</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-FEB 2024	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2024-2	
PROSECUTION-FEB 2024	6,200.00	01570000-52312	PROSECUTION DUI	2024-2	
	<u>8,600.00</u>				
LECHNER & SONS					
MATS, TOWELS, WIPES 02/14/24	49.99	01670100-53317	OPERATING SUPPLIES	3343934	
MATS, TOWELS, WIPES 02/14/24	23.54	01696200-53317	OPERATING SUPPLIES	3343934	
	<u>73.53</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
LRS HOLDINGS LLC					
PORTA JOHN-280 KUHN RD 07/28-08/24/23	138.00	01670400-52264	EQUIPMENT RENTAL	PS555778	
PORTA JOHN-280 KUHN RD 09/22-11/16/23	276.00	01670400-52264	EQUIPMENT RENTAL	PS566213	
PORTA JOHN-280 KUN RD 08/25-09/21/23	138.00	01670400-52264	EQUIPMENT RENTAL	PS562112	
	<u>552.00</u>				
MARC TALAVERA					
COMPUTER TO PROCESS VIDEO	1,299.99	01660100-54412	OTHER EQUIPMENT	COSTCO 02/19/24	
	<u>1,299.99</u>				
MARK E RADABAUGH					
TAPING, EDITIING 02/20/24	100.00	01590000-52253	CONSULTANT	24-0239	
	<u>100.00</u>				
METROPOLITAN FIRE PROTECTION, INC					
NEW SPRINKLER HEADS-SOUTH GARAGE	800.00	01670400-52244	MAINTENANCE & REPAIR	340223	
	<u>800.00</u>				
METROPOLITAN INDUSTRIES INC					
EVERGREEN PUMP FLANGE	635.00	04101500-52244	MAINTENANCE & REPAIR	INV056188-R	
TUBEWAY REPAIR	585.00	04101500-52244	MAINTENANCE & REPAIR	INV059429	
TUBEWAY PUMP REPAIR PO-4090	8,285.00	04101500-52244	MAINTENANCE & REPAIR	INV055723-R	20240098
	<u>9,505.00</u>				
MID AMERICAN WATER INC					
MAIN REPAIR SLEEVES	2,380.00	04201600-53317	OPERATING SUPPLIES	228087A	
8" PVC-LANCE CT, BRASS, B-BOX PARTS	1,105.00	04201600-53317	OPERATING SUPPLIES	228090A	
8" PVC-LANCE CT, BRASS, B-BOX PARTS	215.60	04101500-53317	OPERATING SUPPLIES	228090A	
MUNSON 10" VALVE	2,922.00	04201600-53317	OPERATING SUPPLIES	228086A	
MAIN VALVE RUBBER	354.00	04201600-53317	OPERATING SUPPLIES	228089A	
	<u>6,976.60</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
MOBOTREX					
SOLAR LIGHT & ASSY-KUHN RD PO-462722	7,396.00	11740000-55488	STORMWATER UTILITIES	270920	20240126
SOLAR LIGHT & ASSY-KUHN RD PO-462722	364.00	11740000-55488	STORMWATER UTILITIES	270740	20240126
	7,760.00				
MUNICIPAL FLEET MGMT ASSOCIATION					
2024 MFMA DUES	50.00	01696200-52234	DUES & SUBSCRIPTIONS	24-012	
	50.00				
NICOR					
124 GERZEVSKE LN 01/18-02/16/24	175.07	04201600-53230	NATURAL GAS	13811210007 FEB-2024	
200 TUBEWAY DR 01/17-02/15/24	43.55	04101500-53230	NATURAL GAS	14309470202 FEB-2024	
1348 CHARGER CT 01/19-02/19/24	139.24	04101500-53230	NATURAL GAS	86606011178 FEB-2024	
	357.86				
PEERLESS ENTERPRISES INC					
PD GATE REPAIR	2,175.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT 44749		
	2,175.00				
PHYSICIANS IMMEDIATE CARE-CHICAGO					
3-POST OFFER PHYSICAL & DRUG SCREEN	360.00	01600000-52225	EMPLOYMENT PHYSICALS	4378615	
	360.00				
POWERLINK ELECTRIC INC					
GENERATOR REMOVAL-WELL 6 PO-4088	23,052.00	04201600-52244	MAINTENANCE & REPAIR	23211-01	20240129
	23,052.00				
PROSPAN MANUFACTURING CO INC					
SHORING PARTS	293.81	04201600-53317	OPERATING SUPPLIES	2024-0100108	
	293.81				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
REFUNDS MISC					
24-0131-FALS FIRE ALARM-REFUND	120.00	01000000-42307	BUILDING PERMITS	570 SCHMALE RD-2024	
TICKET 250589-REFUND	60.00	01000000-45402	ORDINANCE VIOLATIONS	TICKET 250589	
HOMEOWNER REIMBURSEMENT	59.00	04201600-52244	MAINTENANCE & REPAIR	1136987	
21-1748-FENC REFUND-FENCE PERMIT	32.00	01000000-42307	BUILDING PERMITS	797 STOCKBRIDGE-2024	
24-0036-ADDC PERMIT REFUND	1,253.31	01000000-44310	LEGAL/ENGINEERING REVIEW FEE	506 SCHMALE RD-2024	
	1,524.31				
REFUNDS PRESERVATION BONDS					
STORMWATER SECURITY BOND REFUND	201,432.00	01-24320	STORM WATER SECURITY DEPOSIT	27W364 NORTH AV-2024	
	201,432.00				
RICHARD BLAIR					
CLOTH ALLOW-BLAIR	173.40	01660100-53324	UNIFORMS	LUCKY 02/23/24	
	173.40				
SANTACRUZ ASSOCIATES LTD					
PARCEL 0001-2,0004-8,0011,0018,0003,0009 PO	30,300.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	3908	
	30,300.00				
SCHROEDER ASPHALT SERVICES					
PAVEMENT PATCH PO-462711	5,647.57	11-21446	RETAINAGE SCHROEDER	2024-140	20240084
	5,647.57				
STANDARD EQUIPMENT COMPANY					
FE HOSE	2,040.20	01696200-53354	PARTS PURCHASED	P48078	
FE MODULE	1,722.59	01696200-53354	PARTS PURCHASED	P48077	
	3,762.79				
TELCOM INNOVATIONS GROUP LLC					
PHONE & VH SETUP	116.25	01652800-52253	CONSULTANT	A60529	
	116.25				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on MARCH 04, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TIM'S AUTO BODY					
UNIT 6 2020-FORD F450 EXTERIOR PAINT WORK	924.00	01696200-53353	OUTSOURCING SERVICES	4789	
	<u>924.00</u>				
TRANSYSTEMS CORPORATION					
LIES RD-BIKE PATH, PH 3 PO-462693	2,874.61	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	10-4396098	
FULLERTON IMPROVE-PH 1-2 PO-462725	913.44	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0004396116	20240132
SW BIKE PATH-PH 2, PO-462659	13,953.46	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	17-4396094	
	<u>17,741.51</u>				
TVG-MGT HOLDINGS, LP					
OFFICE MANAGER-D KALKE 02/03, 02/10/24	3,585.60	01590000-52253	CONSULTANT	MGT35306	
	<u>3,585.60</u>				
WINDY CITY CLEANING EQUIP & SUPPLIES					
JA HOSE	109.99	01696200-53354	PARTS PURCHASED	006117	
POWER WASH HOSE	209.99	01670400-53317	OPERATING SUPPLIES	006133	
JA HOSES	295.94	01696200-53354	PARTS PURCHASED	006106	
	<u>615.92</u>				
GRAND TOTAL	<u><u>\$430,915.57</u></u>				

The preceding list of bills payable totaling \$ 430,915.57 was reviewed and approved for payment.

Approved by:



William Holmer –Village Manager

Date: 02.29.2024

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS
 FEBRUARY 21, 2024 Thru MARCH 4, 2024**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll February 5, 2024 thru February 18, 2024	802,810.37
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll February 5, 2024 thru February 18, 2024	55,004.51
				857,814.88

Approved this _____ day of _____, 2024

By: _____
 Frank Saverino Sr-Mayor

 Julia Schwarze - Village Clerk