

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 1, 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 March 18, 2024 Village Board Meeting.
2. Approval of Minutes of the March 18, 2024 Special Workshop Meeting.
3. Approval but not release of Executive Session Minutes of the March 18, 2024 Village Board Meeting.

C. LISTENING POST:

1. Proclaiming April 2024 Sikh Awareness Month.
2. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing: Annual Budget for the 2024-2025 Fiscal Year beginning May 1, 2024.

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. 23-0014 – Bridge Street Properties (Villas of Fair Oaks) – 1475 W. Lies Road
Zoning Map Amendment Upon Annexation, Special Use Permit for Planned Development, Preliminary Plat of Subdivision
Recommended Approval with Conditions 4-0
 - b. 24-0007 – Christ Presbyterian Church – 805 & 845 E. Geneva Road
Zoning Map Amendment, Special Use Permit for Place of Worship, Plat of Consolidation
Recommended Approval with Conditions 4-0

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- c. 24-0015 – Pecoraro Veterinary Service – 465 E. Gundersen Drive
Plat of Consolidation
Recommended Approval with Conditions 4-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Agreements for Professional Services – B&F Construction Code Services, Inc.
Staff recommends approval of the proposals for Professional Services and Independent Contractor’s Agreement with B&F Construction Code Services for consultant services not to exceed \$75,000 in aggregate during FY 24/25.

I. ORDINANCES:

1. Ordinance No. 2024-04-____, An Ordinance Authorizing the Amendment of the Annual Budget of the Village of Carol Stream for the Fiscal Year ending April 30, 2024. *This Ordinance amends the previously approved fiscal year 2023/24 budget to provide expenditure authority for items that were not previously anticipated or incorporated within the originally approved budget.*
2. Ordinance No. 2024-04-____, An Ordinance Adopting the Annual Budget of the Village of Carol Stream in the Amount of \$64,866,269 for the FY25 Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025. *This ordinance adopts the annual budget for the Village for the new fiscal year which begins on May 1st. The proposed budget was compiled over the last several months and has been reviewed with the Village Board and public over a series of workshop meetings that began last February.*
3. Ordinance No. 2024-04-____ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Liquor Licenses from 19 to 20 (H & A Pizza, Inc. d/b/a Rosati’s Pizza of Carol Stream, 161 Hiawatha Drive).
4. Ordinance No. 2024-04-____, Amending Chapter 6, Article 13, Sections 6-13-4 and 6-13-7 of the Carol Stream Code of Ordinances (Fees and Securities for Construction and New Development). *Staff recommends approval of amendments to certain commercial and industrial building permit fees in accordance with revisions to the fee schedule of our building codes consultant.*

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5. Ordinance No. 2024-04-____, Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (1475 W. Lies Road, P.I.N. 01-23-402-016). *Staff recommends approval of the Ordinance annexing the property in accordance with the Annexation Agreement for the property.*
6. Ordinance No. 2024-04-____, Approving a Zoning Map Amendment to zone property to the R-4 Multi-Unit Residence District Upon Annexation to the Village of Carol Stream (1475 W. Lies Road, P.I.N. 01-23-402-016). *Staff recommends approval of the Ordinance zoning the property to R-4 Multi-Unit Residence District. See F.1.a.*
7. Ordinance No. 2024-04-____, Approving a Special Use Permit for a Planned Development (Bridge Street Properties, LLC – Villas of Fair Oaks/1475 W. Lies Road). *Staff recommends approval of the Ordinance granting a Special Use Permit for Planned Development for the Villas of Fair Oaks duplex development. See F.1.a.*
8. Ordinance No. 2024-04-____, Approving a Zoning Map Amendment to Rezone Property from the B-3 General Business District to the O-S Office and Service District (Christ Presbyterian Church/805 & 845 E. Geneva Road). *Staff recommends approval of the Ordinance rezoning the property to the O-S District. See F.1.b.*
9. Ordinance No. 2024-04-____, Approving a Special Use Permit for a Place of Worship (Christ Presbyterian Church/805 & 845 E. Geneva Road). *Staff recommends approval of the Ordinance granting a Special Use Permit for a Place of Worship for Christ Presbyterian Church. See F.1.b.*

J. RESOLUTIONS:

1. Resolution No. ____ Adopting the 2024-25 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends a general wage adjustment of 2.75% and funding this year's performance based non-union compensation program at a set 2.75% adjustment.*
2. Resolution No. ____ Approving a Non-Exclusive License Agreement with New Cingular Wireless PCS, LLC (1015 West Lies Road, Parcel No. 01-24-300-021). *Staff recommends approval of the non-exclusive License Agreement with AT&T to install antennae and related equipment on the Lies Road water tower.*

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3. Resolution No. _____, Authorizing a Preliminary Plat of Subdivision (Bridge Street Properties, LLC – Villas of Fair Oaks/1475 W. Lies Road). *See F.1.a.*
4. Resolution No. _____, Authorizing a Plat of Consolidation (Christ Presbyterian Church, 805 & 845 E. Geneva Road). *See F.1.b.*
5. Resolution No. _____, Authorizing a Plat of Consolidation (Pecoraro Veterinary Service, 465 E. Gundersen Drive). *See F.1.c.*

K. NEW BUSINESS:

1. Reappointment of Anthony Simonetta to the Police Pension Fund Board.
2. Courtesy Review – Housing Trust Group/Turnstone Development requests a Courtesy Review of a proposed 32-unit, three-story affordable senior apartment building at 575 Lies Road (the Hahn Farm property).

L. PAYMENT OF BILLS:

1. Regular Bills: March 19, 2024 through April 1, 2024.
2. Addendum Warrants: March 19, 2024 through April 1, 2024.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Acquisition of Real Property pursuant to 5/ILCS 120/2(c)(5) of the Open Meetings Act.

O. ADJOURNMENT:

LAST ORDINANCE	2024-03-11	LAST RESOLUTION	3353
NEXT ORDINANCE	2024-04-12	NEXT RESOLUTION	3354

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

March 18, 2024

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and requested that Assistant to the Village Manager Brianna Bacigalupo call the roll.

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

Absent: Village Clerk Julia Schwarze

Also Present: Village Manager Bill Holmer, Assistant to the Village Manager Brianna Bacigalupo, Community Development Director Don Bastian, Engineering Services Director Bill Cleveland, Finance Director Jon Batek, Public Works Director Brad Fink, Police Chief 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 except Village Clerk Schwarze.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the March 4, 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 March 4, 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. *Mayor Saverino asked if anyone would like to come up to the podium to speak. Public comment ensued with the following family members and friends speaking on the subject of the tragic incident of February 3, 2024:*

- Tyrone Muhammad
- Andrew Stroth
- Myia Miller
- Shanee Barnes

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 Frusolone 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 McCarthy 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:

Authorization to approve a Contract Extension with Prime Landscaping for Plant Bed Maintenance Services in the amount of \$29,552.13 for the period of May 1, 2024 through April 30, 2025, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances:

The Village Board approved a Contract Extension with Prime Landscaping for Plant Bed Maintenance Services in the amount of \$29,552.13.

Authorization to approve a Contract Extension with Prime Landscaping for Mowing of Rights-of-Way Services in the amount of \$60,911.10 for the period of May 1, 2024 through April 30, 2025, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(N) of the Village Code of Ordinances:

The Village Board approved a Contract Extension with Prime Landscaping for Mowing of Rights-of-Way Services in the amount of \$60,911.10.

Public Works Security Camera System:

The Village Board approved a contract of service to Vodotech to replace the Public Works camera system at a cost not to exceed \$35,649.80 pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.

Ordinance No. 2024-03-10, An Ordinance amending Section 13-3-13 of the Village Code pertaining to Water and Sewer Rates:

The Village Board approved an increase in the standard billing rate for water services from \$8.69 to \$9.09 per 1,000 gallons metered and no increase in the sewer rate of \$4.90 per 1,000 gallons of metered water.

Ordinance No. 2024-03-11 Amending Chapter 8, Article 5 of the Carol Stream Traffic Code – Yield Right-of-Way Intersections:

The Village Board approved placement of a yield sign on Blackhawk Drive intersecting with Eagleview Drive.

Resolution No. 3350 Authorizing the Execution of an Intergovernmental Agreement by and between the County of DuPage, Illinois and the Village of Carol Stream for the Klein Creek Streambank Stabilization – Section III Project:

The Village Board approved an Intergovernmental Agreement between DuPage County and the Village of Carol Stream regarding the Klein Creek Streambank Stabilization – Section III Project.

Resolution No. 3351 Authorizing the Execution of an Intergovernmental Agreement by and between the Carol Stream Park District and the Village of Carol Stream for the Klein Creek Streambank Stabilization – Section I Project in Memorial Park:

The Village Board approved an Intergovernmental Agreement between the Carol Stream Park District and the Village of Carol Stream regarding the Klein Creek Streambank Stabilization – Section I Project located in Memorial Park.

Resolution No. 3352 Authorizing the Execution of an Intergovernmental Agreement by and between the Carol Stream Park District and the Village of Carol Stream for Long-Term Management of a Stormwater Management Facility related to Community Park:

The Village Board approved an Intergovernmental Agreement between the Carol Stream Park District and the Village of Carol Stream for Long-Term Management of a Stormwater Management Facility related to Community Park.

Resolution No. 3353 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board declared surplus Public Works Truck Unit #72 and an Electronic Message Board Unit #566 and authorized disposal of the property as proposed pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated March 18, 2024 in the amount of \$2,021,758.97. The Village Board approved the payment of Addendum Warrant of Bills from March 5, 2024 thru March 18, 2024 in the amount of \$689,183.82.

Treasurer’s Report:

The Village Board received Revenue/Expenditure Statements and Balance Sheet for the Month ended February 29, 2024.

REPORT OF OFFICERS: *None.*

At 6:24 p.m., Trustee Gieser moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session to discuss Deliberations concerning salary schedules for one or more classes of employees pursuant to 5/ILCS 120/2(c)(2), then to adjourn directly from Executive Session. 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.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

March 18, 2024

Mayor Frank Saverino, Sr. called the Special Workshop Meeting of the Board of Trustees to order at 6:39 pm and directed Assistant to Village Manager Brianna Bacigalupo to call the roll.

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

Absent: Village Clerk Julia Schwarze

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, Assistant Engineering Services Director Adam Frederick, Civil/Stormwater Engineer Greg Ulreich, Police Chief Don Cummings, Human Resources Director Caryl Rebholz and Information Technology Director Marc Talavera

FY 25-29 Budget Workshop #4 – Capital Improvement Program

Engineering Services Director Bill Cleveland, Finance Director Jon Batek, Assistant Engineering Services Director Adam Frederick and Civil/Stormwater Engineer Greg Ulreich led the Mayor and Village Board on a discussion of Capital Improvement Program revenues and expenditures.

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

At 7:44 p.m., Trustee McCarthy moved and Trustee Zalak made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 6 Trustees 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

BUDGET WORKSHOP #4 FY25-29 CAPITAL IMPROVEMENT PROGRAM

March 18, 2024

AGENDA

- FY25-29 CIP and Financial Overview – Jon Batek
- Asset Overview and Revenue Summary – Bill Cleveland
- Transportation Proposed Projects – Adam Frederick
- Stormwater Proposed Projects – Greg Ulreich
- Facility Proposed Projects – Bill Cleveland

FY25-29 Capital Improvement Program

The Capital Improvement Program (CIP) encompasses the combined activities of two distinct Village Funds:

1. Capital Projects Fund (CPF)
2. Motor Fuel Tax Fund (MFT)

Capital improvement activities associated with the Water and Sewer Fund are contained within that fund since those projects are directly funded by water and sewer rates and users of the system.

$$\text{CIP} = \text{CPF} + \text{MFT}$$

FY25-29 CIP Overview

5 Year CIP Revenues

	FY25	FY25	FY26	FY27	FY28	5 Year Total
CIP Operating Revenues*	\$ 6,096,000	\$ 5,807,000	\$ 5,717,000	\$ 5,642,000	\$ 5,585,000	\$ 28,847,000
CIP Grant Revenues	1,748,000	188,000	-	113,000	243,000	2,292,000
Total CIP Revenues	\$ 7,844,000	\$ 5,995,000	\$ 5,717,000	\$ 5,755,000	\$ 5,828,000	\$ 31,139,000

	Outlook	% of Total
Electricity Utility Tax	Stable / Consistent	33%
Telecommunications Tax	Trending Downward	8%
Real Estate Transfer Tax	Negative / Near-Term	11%
Local Motor Fuel Tax	Stable / Near-Term	13%
State Motor Fuel Tax	Stable / Near-Term	33%

FY25-29 Financial Overview

Total Projected Revenues, Expenditures and Reserves – 5 Year CIP

	Revenues	Expenditures	Difference	Reserve Balance
FY24 est.	\$ 7,698,000	\$11,958,000	\$ (4,260,000)	\$ 21,918,243
FY25	7,844,000	11,525,000	(3,681,000)	18,237,243
FY26	5,995,000	12,252,000	(6,257,000)	11,980,243
FY27	5,717,000	9,072,000	(3,355,000)	8,625,243
FY28	5,755,000	6,499,000	(744,000)	7,881,243
FY29	5,828,000	7,136,000	(1,308,000)	6,573,243
	\$31,139,000	\$46,484,000	\$(15,345,000)	

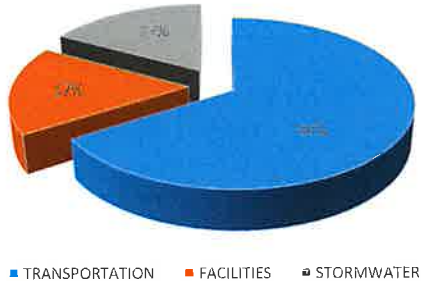
Infrastructure constructed since Carol Stream's incorporation in the late 1950's has a total net worth of nearly half a billion dollars

Infrastructure Assets by Cost to Construct



Transportation assets make up nearly half of the Village's infrastructure and about two thirds of the Capital Improvements Program assets (not including water and sanitary)

Capital Project Fund - Asset Distribution by cost to construct



There are three accounts that make up the Capital Projects Fund; Roadway System, Village Facilities and Stormwater Facilities

Capital Projects Fund budget by percentage of account allocation

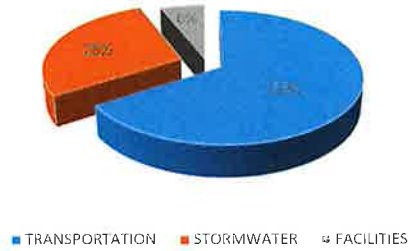
FY25 Funding by Asset



Note that stormwater takes up a larger share of this year's budget due to the Klein Creek Streambank Stabilization Section III project

Capital Projects Fund by asset for the Five Year Plan

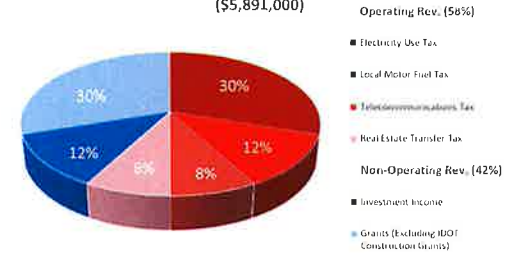
FY25-29 Funding by Asset



The Roadway account has the same percentage as its asset value, but facility costs are low due to recent expenditures on the Municipal Center and Public Work Building

Dedicated and grant revenue sources have helped fund the CIP

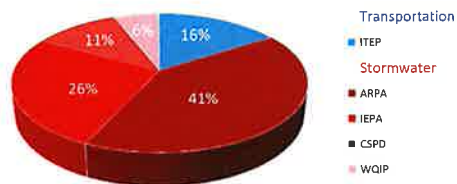
FY25 Capital Projects Fund - Revenue Sources (\$5,891,000)



In FY25 grant funding provides about one third of revenue sources

Grant revenue comes from a variety of different sources

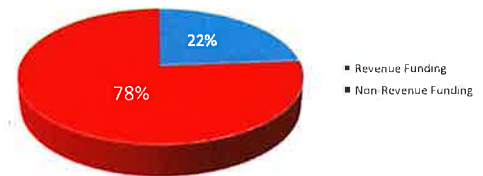
FY25 Grants & Other Revenue Sources (\$1,748,000)



84% of grant revenue is for stormwater projects in FY25

Grant funding in the Five Year Plan accounts for over \$10.3M

5YR Total Grant Funding



Grant funding in the Five Year Plan is about three fourths "non-revenue" for federally funded transportation construction projects through IDOT. The constructed value of the CIP is about \$8M greater than expenditures.

CAPITAL IMPROVEMENT PROGRAM

PROPOSED FY25 TRANSPORTATION PROJECTS

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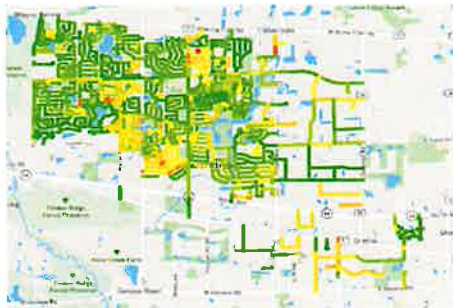
Pavement Condition Index Study



Capital Projects Fund – \$50,000
Completed – GoodRoads, Inc. \$12,000

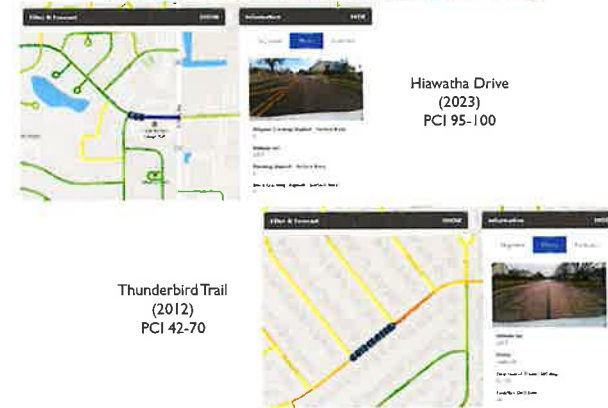
14

GoodRoads PCI Results Map



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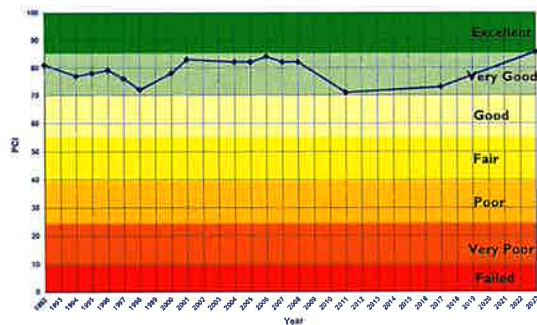
Pavement Condition Index Study



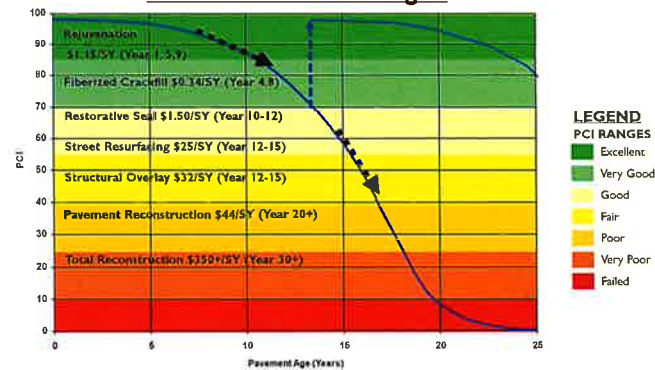
16

Average Pavement Condition Index (PCI)

2023 Results – 85.8



Pavement Condition Deterioration Curve & Maintenance Strategies

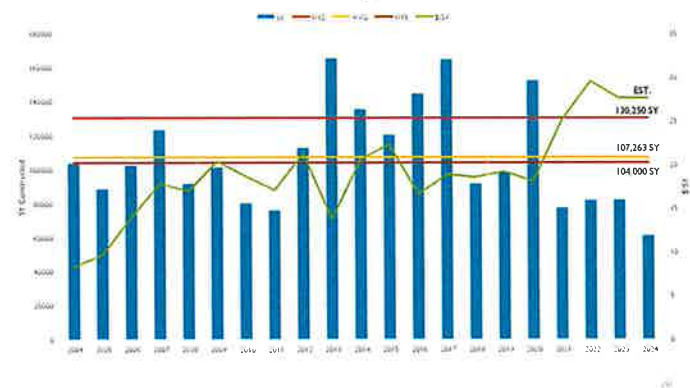


Transportation Projects

CIP Projects By Fund (\$000)	Fund	FY25 Planned
Roadway System:		
Flexible Pavement Program	CPF	3,220
Crackfilling Program	MFT	100
Pavement Preventative Maintenance Program	CPF	590
Kuhai Road - Lies Road to Army Trail Road	CPF	720
Old Gary Avenue Reconstruction Design Engineering	CPF	170
Fullerton Ave. LAFO and sidewalk Design Engineering (\$750,000 Grant)*	CPF	125
Southeast Dike Path (\$1,194,160 Grant)*	CPF	360
Klein Creek Trail - Kuhn to Thrasherbird	CPF	130
Roadway System Subtotal:		5,325
Roadway CPF Total:		5,325
MFT Total:		100
RIB Total:		-

* Village proportionate share of grant funded project

Flexible Pavement Project Historical Values



2024 Flexible Pavement Project



Flexible Pavement Project – Capital Projects Fund – \$3,200,000
 Kuhn Road Resurfacing – Capital Projects Fund – \$720,000

2024 Flexible Pavement Project



Thunderbird Trail
PCI 42-70

Burke Drive
PCI 49-60

Buffalo Circle
PCI 46

Osage Circle
PCI 46

Capital Projects Fund – \$3,200,000

Kuhn Road Rehabilitation (Lies Rd. to Army Trail Rd.)



Capital Projects Fund – \$720,000

Crackfilling Pavement Preventative Maintenance



Crackfill Project – Motor Fuel Tax Fund – \$100,000
 Pavement Preventative Maintenance – Capital Projects Fund – \$500,000

Old Gary Avenue Reconstruction



Design Engineering – Capital Projects Fund – \$170,000
 Construction – Rebuild Illinois Bond Fund – \$941,000
 Construction – Motor Fuel Tax Fund – \$559,000
 RIB Funds must be obligated by July 1, 2025

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Federally Funded Road Projects Fullerton Avenue LAFO and Sidewalk



Project Phase	Total Cost	Federal Grant	State Grant	Local Match
Design Engineering Phase 1	\$ -	\$ -	\$ -	\$ -
Design Engineering Phase 2	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Right of Way	\$ -	\$ -	\$ -	\$ -
Construction Cost	\$ 1,500,000.00	\$ 750,000.00	\$ -	\$ 750,000.00
Construction Engineering	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
	\$ 1,700,000.00	\$ 750,000.00	\$ -	\$ 950,000.00
				56%

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Federally Funded Bike Trail Projects Southeast Trail



Project Phase	Total Cost	Federal Grant	State Grant	Local Match
Design Engineering Phase 1	\$ -	\$ -	\$ -	\$ 58,074.00
Design Engineering Phase 2	\$ 290,371.00	\$ 232,297.00	\$ -	\$ -
Right of Way	\$ 558,400.00	\$ 350,903.00	\$ -	\$ 207,497.00
Construction Cost	\$ 1,734,400.00	\$ 1,174,024.00	\$ 19,240.00	\$ 540,240.00
Construction Engineering	\$ 209,000.00	\$ 167,200.00	\$ 20,900.00	\$ 20,900.00
	\$ 2,792,171.00	\$ 1,925,324.00	\$ 40,140.00	\$ 826,911.00
				30%

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Klein Creek Trail

Capital Projects Fund – \$130,000
 • Install Bridge
 • Landscaping along Thunderbird Extension



CAPITAL IMPROVEMENT PROGRAM

FUTURE FY26-29 TRANSPORTATION PROJECTS

Transportation Projects

CIP Projects By Fund (\$000)	Fund	FY26 Planned	FY27 Planned	FY28 Planned	FY29 Planned
Roadway System:					
Ditch/Pavement Program	MPF	3,500	-	1,500	-
Crack/Filling Program	MPF	100	100	100	100
Ditch/Pavement Program	CPF	20	3,820	20	4,020
Pavement Preventative Maintenance Program	CPF	500	500	500	500
Pullerton Ave. 1.5M Grand Island Rd. (\$3750,000 Grant)*	CPF	900	-	-	-
Southern Lake Path (\$1,194,160 Grant)*	CPF	522	-	-	-
Old Gary Ave. Reconstruction	RIB	941	-	-	-
Old Gary Ave. Reconstruction	MPF	559	-	-	-
Lies Rd. 1.1M US Dept of Transportation (\$903,000 Grant)*	CPF	200	1,000	-	-
Kelce & Kimberly Sidewalk (\$850,250 Grant)*	CPF	325	350	-	-
St. Charles Road Sidewalk (\$3,098,488 requested funding)**	CPF	-	210	313	-
Newton Road Repair & Path (\$2,497,714 requested funding)**	CPF	-	-	616	891
Streetlight Replacement Program - Lies Road (Gary, S. Lande)	CPF	-	-	460	-
Roadway System Subtotal		7,547*	6,850	5,569	5,591

* Village proportionate share of grant funded project
 ** Village portion based on DNDV's recommendation of award

CAPITAL IMPROVEMENT PROGRAM

PROPOSED FY25 STORM WATER PROJECTS

Storm Water Projects

CIP Projects By Fund (\$000)	Fund	FY25 Planned	
1. Roadway Drainage Improvements	CPF	225	ANNUAL
2. Public Detention Basin Rehabilitations	CPF	100	SUBSTANTIALLY COMPLETED
3. Klein Creek Section I Stream Bank Stabilization*	CPF	360	UNDER CONSTRUCTION
4. Klein Creek Section III Stream Bank Stabilization*	CPF	2,750	UNDER CONSTRUCTION
5. Klein Creek Section II Stream Bank Stabilization	CPF	200	DESIGN
6. Klein Creek Section IV (Trib 2) Stream Bank Stabilization	CPF	100	DESIGN
8. Real-Time Control Stormwater - Klein Creek	CPF	150	PILOT STUDY
Stormwater Utilities Subtotal:		3,885	

*Partially funded through IEPA, DRSCW and ARPA grants

Roadway Drainage Improvements & Underdrain

Fund	FY25 Planned
CPF	225

SAND CREEK DRIVE

Use GIS to Map & Monitor Locations with Icing

Design & Construct the Underdrain

Map the Sump Pumps

Good morning Greg, I just wanted to say once again Thank You!! After all the snow and polar vortex and now the melting, we have a clear driveway apron and no Sand Creek Drive Skating Rink. Happy New Year and Thank You once more!

Public Detention Basin Rehabilitations

Fund	FY25 Planned
CPF	100

The Park Unit 4

- A. Rolling Oaks
- B. Tedrahn Park
- C. Shining Waters
- D. Park Hill of Quail Run
- E. Carol Point Northeast



Klein Creek Streambank Stabilization – Section I



Fund	FY25 Planned
CPF	360

+ 2.7 Million Gallons
(~7% of Armstrong Park
Flood Control Reservoir)

Major Activities:

- Remove the Bridge
- Supplemental Plugs
(if needed)
- Year 2 (of 3)
Native Plant
Establishment
- Seed the Stockpile
(Native Grasses)

Klein Creek Streambank Stabilization – Section III



Fund	FY25 Planned
CPF	2,750

Construction Contract
\$2,270,000

IEPA 319h (22%)
\$500,000

DuPage ARPA (33%)
\$750,000

DuPage WQIP (4%)
\$100,000

Village (41%)
\$920,000

Park District (100%)
\$185,000

Real-Time Control – Klein Creek



	FY25
Fund	Planned
CPF	150

U.S. Army Corps – \$125,000 Grant
Floodplain Management Study

Model will eventually include...
 > 50 Detention Basins
 ~ 5 Miles of Klein Creek
 > 1 Mile of Storm Sewers
 + 2 DuPage County Reservoirs

FY25 will fund procurement of...
 3rd Party Proprietary Engineering to:

- Analyze Past Rain Events
- Optimize Detention Pond Releases
- Identify the Critical Detention Ponds
- Pilot Test 1 Critical Detention Pond

CAPITAL IMPROVEMENT PROGRAM

FUTURE FY26-29 STORM WATER PROJECTS

Storm Water Projects

- Design Sections II & IV this FY25 --- Decide which is more feasible to construct first.
- Continue to apply for grants from the IEPA, as there will NOT be more funding from the DRSCW nor ARPA.

CIP Projects By Fund (\$000)	Fund	FY26 - FY29				
		Planned	Planned	Planned	Planned	
Stormwater Utilities:						
1. Roadway Drainage Improvements	CPF	ONGOING	225	225	225	225
2. Public Detention Basin Rehabilitations	CPF	ONGOING	100	100	100	100
3. Klein Creek Section I Stream Bank Stabilization *	CPF	168	--> OPERATING FUND (MAINTENANCE)			
4. Klein Creek Section III Stream Bank Stabilization *	CPF	32	32			
5. Klein Creek Section II Stream Bank Stabilization	CPF	3,000	60	60	60	60
6. Klein Creek Section IV (Trib 2) Stream Bank Stabilization	CPF	50	2,000	60	60	60
7. Kehoe Blvd. Section II Stream Bank Stabilization	CPF	-	-	75	750	
8. Real-Time Control Stormwater - Klein Creek	CPF	PILOT PROGRAM	100	100	100	100
9. Southeast Stormwater Study & Improvements	CPF	-	120	100	100	100
10. Condition Assessment of Storm Sewer System	CPF	CONTRACT	200	200	200	200
Stormwater Utilities Subtotal:			3,875	2,837	920	1,535

*Partially funded through IEPA, DRSCW and ARPA grants

Winfield Creek Watershed (Main & Gundersen, Home Depot, Community Park, etc).

Review feasibility of Real-Time Stream Control and seek grant sources to fund the study and implementation.

CAPITAL IMPROVEMENT PROGRAM

PROPOSED FY25-29 FACILITIES PROJECTS

Public Works Center Improvements

FY25 projected expense: \$1,900,000

- Construct upgrades/improvements in PWC buildings:
 - Update interior of Administrative bldg.
 - Rehabilitation of 2 locker rooms, lunchroom and kitchen
 - Flooring replacement (asbestos is present under tile flooring)
 - Painting and ceiling tile replacement
 - Air quality and major HVAC improvements

FY27 projected expense: \$175,000

- PWC Water/Sewer/Mechanic building - siding replacement

Year 3 Construction



- Major Focus:
- Locker rooms
 - Kitchen/lunchroom
 - Interior treatments: flooring, painting, ceilings

Town Center Electrical Design

FY25 - \$50,000 for analysis and design
FY26 - \$800,000 for construction



Highway Welcome Signs



A budget of \$150,000 has been included to replace these entry signs



Next Steps / Key Dates

- **Wednesday, March 20, 2024**

Distribution of draft FY25 Budget and FY25-FY27 Financial Plan to the Village Board and availability for public review.

- **Monday, April 1, 2024**

6:00 pm Regular Village Board Meeting

- **Budget Public Hearing**
- **Budget Adoption**

- **Wednesday, May 1, 2024 New Budget Year**

**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
March 25, 2024.***

Chairman Parisi 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 Meneghini, Morris, Tucek, and Chairman Parisi

Absent: 3 Commissioner Battisto, Petella and Christopher

Also Present: Tom Farace, Planning and Economic Development Manager; Bravo Berisha, Assistant Planner; Sara Van Winkle Planning and Permitting Assistant, and a representative from County Court Reporters

MINUTES:

Commissioner Meneghini moved and Commissioner Morris seconded the motion to approve the minutes of the Regular Meeting held on February 26, 2024.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Battisto, Petella and Christopher

The motion passed by unanimous vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Battisto, Petella and Christopher

The motion passed by unanimous vote.

Case #24-0007 – Christ Presbyterian Church – 805 & 845 E. Geneva Road
Zoning Amendment, Special Use Permit-Place of Worship, Plat of Consolidation

Chairman Parisi swore in Tracy Kasson-Real Estate Lawyer-Rathje Woodward LLC, 300 E Roosevelt Rd, Wheaton, IL 60187. Mr. Kasson gives a brief summary of the properties and the three agenda items that bring him and his clients to the meeting. He gives a history of the property and information on why the property needs rezoning, the need for the special use permit, and finally consolidating the two properties for more space for parking. He then introduces Jon Nielson, Senior Pastor at Christ Presbyterian Church-Wheaton, 1300 Crescent Street Wheaton, IL 60187. Pastor Nielson gives a history on his congregation. He states the congregation is currently using a space in Wheaton for services, he has anywhere from 300-500 parishioners ranging in a variety of ages. He states that their current location they are using is not ideal for worship, Sunday school, or any special events the church may have. The new location would give them the space to do all activities while growing the congregation. Pastor Nielson then introduces Christopher Lauriat from Rise Point Architecture, 200 N Harrison St, Unit 101 Algonquin, IL 60102. He is there to share a few architectural design plans they have for the space. He talks briefly about adding seating, building out a common area in the middle, walling off some space for classrooms, adding on parking on the south lot and an additional back exit in the building. He states the outside of the building will stay the same since it is structurally in good shape and find nothing that needs updating or changed. Mr. Kasson approaches the podium for closing statements regarding the project. He states the other businesses in the area and points out that there are several other types of places of worship near the area. Along with the businesses that will be nearby, states this will be a wonderful addition to the area and to Carol Stream.

Chairman Parisi asked for questions from the audience and there were none.

Chairman Parisi asked for Bravo Berisha, Assistant Planner, to read the staff report. Mr. Berisha gives a brief summary on what the church requests approval for on the following items associated with the development of a new Presbyterian Church in the former Blue Book services building. In addition, they want to include the adjoining property for an expanded parking lot to accommodate the population of the church. Mr. Berisha continues giving an explanation on why they are requesting a Zoning Map Amendment to rezone the property from B-3 General Business to O-S Office and Service District. In addition, they are requesting a special use permit for a place of worship and finally to consolidate two parcels into a single parcel. Mr. Berisha gives a brief description on what the internal and external changes are planned and the construction of additional parking for the building. Staff is supportive of the project and deem it acceptable with conditions of approval.

Chairman Parisi asks the commission if they have any further questions or comments

Commissioner Meneghini has no questions or comments.

Commissioner Morris asks about the vacant areas around the building and has some questions where the business Grease Monkey is located and the old 7-11 building. Mr. Kasson confirms what the businesses are in each building to answer Commissioner Morris.

Commissioner Tucek has some general comments regarding the additional exits they building has proposed. He gave a scenario if the building was at max capacity for emergency vehicles to access the building the easiest, why not add the exit to the other side of the building where the road is more accessible.

Chariman Parisi asks Mr. Berisha if the case has gone through an engineering review. Mr. Berisha answers yes Engineering has reviewed the case.

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Battisto, Petella and Christopher

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, April 1, 2024, at 6:00 PM for review.

Case #24-0011 – North Ave TM LLC (Mainfreight) – 27W364 North Ave
Sign Variation

Chairman Parisi swears in Christian Buckwalter, Arco/Murray 3110 Woodcreek Downers Grove, IL 60515. Mr. Buckwalter gives a brief history about Mainfreight and talking about their global image and how asking for the sign variance for a roof mounted sign is a way for the company to promote its brand.

Chairman Parisi asked for questions from the audience. Resident Ann Peduzzi, 2N665 Morton Road, West Chicago, IL 60185 approaches the podium and Chairman Parisi swears her in. Mrs. Peduzzi has three main concerns with the request. Mrs. Peduzzi's first concern is why the company is asking for a sign variation now and not at the time of the original zoning submission. Mrs. Peduzzi continued the discussion by also asking what type of lighting or how bright the sign or globe will end up. She is aware the lights will be facing downward but has concerns with the height level of the sign and the brightness of the bulbs. She used the church across the street as an example and continued by discussing the limited brightness of lights in their parking lot and within their steeple and how things seem to be on a timer schedule. Her last comment is wondering if Mainfreight would consider a similar idea, and possibly relocate the globe to be closer to North Avenue for better visibility.

Chairman Parisi asked if Mr. Buckwalter would consider answering each concern in order presented, starting with the first one about why the sign was not part of the original application.

Mr. Buckwalter is back at the podium to answer the questions. The first one he addresses is the reason the sign was not included in the original application. Mainfreight had wanted to put it on the southwest corner of the building with a building mount sign, but stated when it was presented they were advised against that at the time. Mr. Farace stated that there were a few proposals, but did not recall the sign presented on that part of the building or facing towards North Avenue.

Chairman Parisi asks on behalf of Ann Peduzzi, how bright the sign light will be. Mr. Buckwalter does not have the current lumens calculations but confirms that the lights will not be any brighter on the sign than they are in the parking lot.

Chairman Parisi asked if there were any other questions from the petitioner. There are none and asked to move to the staff report.

Chairman Parisi asks Tom Farace to review the orientation of the building before starting the staff report. Mr. Farace points out in the plans provided the front office entrance of the building faces Morton Road and the truck spaces face North Avenue with the truck terminal portion. The company is looking at the

front of the building on Morton Road for the sign to be located. Mr. Farace begins the staff report. He gives a brief overview of where the company is from, a description of the building, and specifics on the proposed globe element that will function as a sign. The sign is proposed on the roof of the office portion of the building, which requires a variation. Staff supports the request to provide the building with Mainfreight's brand, but requests discussion by the Commission if monument signs should be allowed if the globe sign is allowed, along with providing other conditions of approval for the request.

Discussion with the Commission ensued regarding placement of the globe element, and recommended shifting it to the southwest corner of the building. Mr. Farace indicated that a new variation would need to be requested and publicized since the globe would not be on the roof of the building anymore. The majority of the Commission also recommended a condition of approval that monument signs would not be allowed on the property if the globe sign is installed.

Chairman Parisi asked for a motion to continue case number 24-0011 to the next available PC/ZBA meeting scheduled on April 22, 2024 with the amendments added for the new height requirements, provide information about moving the sign to the southwest corner of the building, and information on the operation and lumens of the sign once installed. Commissioner Meneghini motioned and Commissioner Tucek second the motion.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Battisto, Petella and Christopher

The motion passed by unanimous vote.

This case will continue to the next available PC/ZBA meeting scheduled on Monday, April 22, 2024 6:00 PM for review.

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Battisto, Petella and Christopher

The motion passed by unanimous vote.

PRESENTATION:**Case # 24-0015 – Pecoraro Veterinary Service – 465 E. Gundersen Drive***Plat of Consolidation*

Chairman Parisi swears in Harry Fournier, Fournier Law Firm, LTD. 2001 Midwest Road Suite 206, Oakbrook, IL 60523 on behalf of Pecoraro Veterinary Service. Mr. Fournier gives a brief description of the property and informs the board that part of the requests from the planning commission is to consolidate the two parcels into one parcel.

Bravo Berisha reads the staff report. He states the PC/ZBA met on February 26, 2024 requests from Pecoraro Veterinary Services were reviewed and recommended for approval to rezone the property from O-S and Service District to a B-3 general business. In addition, the plan commission granted approvals for a fence in the front yard. A condition of approval was to consolidate the two existing lots. The applicant is asking for a plat of consolidation review. The applicant has submitted and staff from Community Development, Engineering, and the Village Clerk's office all have reviewed and find it acceptable for approval.

Chairman Parisi asked if the commission had any questions there were none.

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Battisto, Petella and Christopher

The motion passed by unanimous vote.

Case #24-0017 – Housing Trust Group – 575 W. Lies Road*Courtesy Review – Senior Apartment Development*

Chairman Parisi swears in Lawrence Freedman, Ash, Anos, Freedman & Logan, LLC 95 Revere Drive-Unit G, Northbrook, IL 60062. In addition to Mr. Freedman, he calls up two other colleagues who are part of the presentation. Chairman Parisi swears in Jordan Finkelman, Vice President of Development, HTG, 3225 Aviation Avenue 6th floor, Coconut Grove, FL 33133 and Jamin Nollsch, Senior Project Manager, Urban Works, 125 South Clark Street Suite 2070, Chicago, IL 60623. Mr. Freedman turns the presentation over to Mr. Finkelman. He gives a brief history about Housing Trust Group and what type of projects they develop, and provides information on projects at other locations including a recent apartment development in Arlington Heights. Mr. Nollsch then continues the presentation discussing details of architectural information, what the exterior and interior of the building will look like, amenities offered, and pursuing a NGBS Green and Net Zero certification with the project. Mr. Finkelman continues to speak about how many units will be in the building. He shows an example of the unit mix and rents based on annual income. He speaks in more detail about the timeline and that they have a conditional approval already received from IHDA-Illinois Housing Development Authority. By receiving approval from IHDA, they can make the apartments a part of affordable housing for fifty-five and older demographic. Mr. Finkelman concludes and thanks the commission for hearing their presentation.

Chairman Parisi asks Mr. Farace to read the staff report. Mr. Farace gives a brief history on the Hahn property, and gives a description of what HTG/Turnstone is planning with the 32 unit, three-story apartment building for seniors. He reviews the plans, parking spaces, and senior demographics of the area. He continues by letting the commission know that this a preliminary review, and HTG is looking for feedback at this time. If the projects moves forward, it will then go to planning for a formal review.

Chairman Parisi asks the commission for any comments or questions.

Commissioner Tucek has a few comments and one question. He states that Jan Smith would be a big proponent on how they are planning to utilize the space. His one question is asking about another entrance due to how busy Lies Road is and how hard to enter and exit the property will be. He also commented on the look of the building, which might stand out with surrounding neighborhoods.

Commissioner Morris asks what is the state or city rule percentage of low cost housing they have to provide in Illinois and or Carol Stream.

Mr. Farace answers he believes it is a statewide rule for a town to have at least 10 percent deemed affordable. Mr. Morris asks if Carol Stream is at that, Mr. Farace answers he is not sure about exact percentage, but Carol Stream does have a good amount of affordable housing and is above the minimum standard. A discussion continued about where affordable housing is located in Carol Stream. Discussion also ensued on proposed rental options, and how this project will be different that a low-income housing development that might accept housing vouchers.

Chairman Parisi makes a few comments. He likes the scale and elevations of the building. He appreciates the different materials and colors used. He continues by stating that he is excited that they are seeking certification to be a net zero building. He gives some information to them regarding other net zero buildings in the suburbs and recommended for them to look and can give contact information to them if they have questions. Chairman Parisi concludes that he thinks it would be a great addition to Carol Stream. He thanked them to for coming in and for a very thorough presentation.

Sue Wiemer with Turnstone Development, the partner on the proposed project, approaches the podium and asks if they do move forward with the project, does the commission feel they will get push back from residents about the affordable rent component.

Chairman Parisi stated that if they present the same information regarding the funding structure and that this project will not be considered Section 8 housing but rather affordable units for the average senior resident in the area, he believes that should be sufficient information for the residents and board members.

NEW BUSINESS:

PC/ZBA Training

Points to Remember Memo

Mr. Farace provided a memo with summary points from the training video that the Commission watched last year, and the memo has points that should be used when reviewing cases. The memo also has links to resources that can be used to educate themselves on a variety of planning and zoning topics.

OLD BUSINESS:

OTHER BUSINESS:

Mr. Farace stated the April 8, 2024 meeting could be canceled due to no cases for that date.

Chairman Parisi asked for a motion to cancel the meeting. Commissioner Tucek moved and Commissioner Morris seconded the motion to cancel the April 8, 2024 meeting. All members were in favor of cancelling the April 8, 2024 meeting.

ADJOURNMENT:

At 7:33 p.m. Commissioner Meneghini moved and Commissioner Morris seconded the motion to adjourn the meeting.

The results of the roll call vote were:

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

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 ____.

Chairman

Proclaiming April 2024 Sikh Awareness Month

WHEREAS Sikhs have been living in the United States for more than 120 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills and mines, and on the Oregon, Pacific & Eastern Railroad; and

WHEREAS Sikhism is the fifth largest religion in the world and today, there are more than 25 million Sikhs worldwide and an estimated 500,000 Sikh Americans and 25,000 Sikh Illinoisans; and

WHEREAS Sikh Americans make rich contributions to the social, cultural, and economic vibrancy of the United States, including service as members of the United States Armed Forces and significant contributions to our great nation in agriculture, information technology, small businesses, the hotel industry, trucking, medicine, and technology; and

WHEREAS Sikh Americans distinguished themselves by fostering respect among all people through faith and service; and

WHEREAS the Village of Carol Stream seeks to further the diversity of its community and afford all residents the opportunity to better understand, recognize, and appreciate the rich history and shared experiences of Sikh Americans.

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

April 2024 Sikh Awareness Month

in Carol Stream and encourages all residents to take time to appreciate the many contributions Sikh Americans have made to the success of our nation.

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Public Hearing notice published in the March 20, 2024 edition of the Examiner of Carol Stream

VILLAGE OF CAROL STREAM
PROPOSED BUDGET FOR FY25
MAY 1, 2024 - APRIL 30, 2025

NOTICE OF PUBLIC HEARING

A public hearing on the Village's proposed FY25 annual budget for the fiscal year beginning May 1, 2024 and ending April 30, 2025 will be held by the Mayor and Board of Trustees of the Village of Carol Stream at 6:00PM on Monday, April 1, 2024. The hearing will be held in the Joseph E. Breinig Board Room of the Gregory J. Bielawski Municipal Center at 500 N. Gary Ave., Carol Stream, IL 60188.

Residents attending the hearing may provide written and oral comments on any portion of the Village budget. A copy of the proposed budget is available for public inspection in the Village Clerk's office located at 500 N. Gary Ave., Carol Stream during normal business hours. The proposed budget is also available on the Village's website at carolstream.org. Residents may also provide written comments prior to the public hearing by submitting them to William Holmer, Village Manager, 500 N. Gary Ave., Carol Stream, IL 60188.

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Tom Farace, AICP, Planning & Economic Development Director *TF*

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

DATE: March 26, 2024

RE: **Agenda Item for the Village Board Meeting of April 1, 2024**
PC/ZBA Case 23-0014, Bridge Street Properties/Villas of Fair Oaks – 1475 W. Lies Road, Zoning Map Amendment Upon Annexation, Special Use Permit for a Planned Development, and Preliminary Plat of Subdivision

John McHale, President of Bridge Street Properties, requests the following approvals associated with a 32-unit duplex development situated on approximately nine acres of land at the northeast corner of Fair Oaks Road and Lies Road:

- *Zoning Map Amendment.* The subject 9.19 acres of land, which are currently unincorporated, will be zoned to R-4 Multi-Unit Residence District upon annexation.
- *Special Use Permit for a Planned Development (PD).* The proposed PD consists of 32 duplex units within 16 buildings. Two entrances are proposed for the development, along Fair Oaks Road and Lies Road, and stormwater management will be provided on-site in the form of a detention basin at the northwest corner of the development. The applicant will be working with Pulte Homes to construct the duplexes, and Pulte has submitted floor plans and exterior building elevation drawings that depict high-quality building materials, decorative elements, varied front building facades and color packages, and potential upgrades for buyers including bay windows, second-story lofts, and rear sunrooms. In addition, there will be a homeowner's association that will oversee maintenance and other responsibilities related to common areas and elements within the development, including landscaped areas throughout the development, the detention basin, fencing, and other development amenities. Several site development allowances pertaining to lot size, lot width, lot coverage, garage orientation and setbacks, interior and exterior side yard setbacks, right-of-way width, and use of vinyl siding on the building exteriors were also requested.
- *Preliminary Plat of Subdivision.* A plat which subdivides the subject property into 32 lots and three outlots was also submitted for review. A final plat of subdivision has been submitted for staff review, and will be presented to the PC/ZBA and Village Board shortly.

The project was reviewed by the PC/ZBA on November 13, 2023, but the zoning map amendment, special use, and preliminary plat were not to be reviewed by the Village Board until Bridge Street Properties closed on the subject property. The closing has recently occurred. It should be noted that the applicant took several recommendations from courtesy review meetings with the PC/ZBA and Village Board in Fall 2022 into account when preparing final plans for the development. Furthermore, as a UDO requirement for PDs, the applicant held a meeting for the surrounding property owners in October 2023 to provide an overview of the project and answer questions. Village representatives did not attend the meeting, but it was noted that between 30-40 attendees were present. Approximately 25 surrounding

property owners also attended the November 13 PC/ZBA meeting, but only three attendees spoke or asked questions about the development.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 10, 2023. At its meeting on November 13, 2023, by a vote of 4-0 with three members absent, the PC/ZBA recommended approval of the Zoning Map Amendment, Special Use Permit and Preliminary Plat of Subdivision, subject to the conditions in the November 13, 2023 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Map Amendment, Special Use Permit for a Planned Development and Preliminary Plat of Subdivision for Bridge Street Properties / Villas of Fair Oaks, subject to the conditions contained within the Ordinances and Resolution, and adopt the necessary Ordinances and Resolution.

ec: John McHale, Bridge Street Properties
 Matt Brolley, Pulte Homes
 Caitlin Csuk, Rosanova & Whitaker, Ltd

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

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

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

DATE: March 27, 2024

RE: **Agenda Item for the Village Board Meeting of April 1, 2024**
PC/ZBA Case 24-0007, Christ Presbyterian Church – 805 & 845 E. Geneva Road,
Zoning Map Amendment, Special Use Permit, Plat of Consolidation

Rev. Jon Nielson, Reverend at Christ Presbyterian Church, requests approval of a Zoning Map Amendment to rezone the property at 805 & 845 E. Geneva Road from the B-3 General Business District to the O-S Office and Service District, a Special Use Permit for a Place of Worship, and a Plat of Consolidation to consolidate the two parcels into a single, 4.6 acre parcel.

Christ Presbyterian Church is currently located in Wheaton and they would like to relocate to 845 E. Geneva Road. The subject property consists of a vacant one-story, 14,600 square foot office building, which used to house Blue Book Services, on a 3.4 acre parcel. The Applicant is requesting to rezone the property because places of worship are not permitted in the B-3 District, but are allowed as a Special Use in the O-S District. The Church plans on remodeling the building to contain a 500-seat sanctuary and classroom spaces for adults and children for use on Sunday mornings. To accommodate the parishioners, the Church will also develop the vacant 1.2 acre parcel at 805 E. Geneva Road into a parking lot with 75 parking spaces.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on March 22, 2024. At its meeting on March 25, 2024, by a vote of 4-0, the PC/ZBA recommended approval of the Zoning Map Amendment, Special Use Permit, and Plat of Consolidation, subject to the conditions in the March 25, 2024 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Map Amendment, Special Use Permit for a Place of Worship, and Plat of Consolidation for Christ Presbyterian Church, subject to the conditions contained within the Ordinances, and adopt the necessary Ordinances and Resolution.

ec: Jon Nielson, Christ Presbyterian Church

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

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

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

DATE: March 27, 2024

RE: **Agenda Item for the Village Board Meeting of April 1, 2024**
PC/ZBA Case 24-0015, Pecoraro Veterinary Services – 465 E. Gundersen Drive,
Plat of Consolidation

Dr. Annjolyn Knoll, owner of Pecoraro Veterinary Services, requests approval of a Plat of Consolidation to consolidate the two parcels at 465 E. Gundersen Drive into a single, 1.9 acre parcel.


At the March 4, 2024 Village Board meeting, requests from Pecoraro Veterinary Services were reviewed and approved to rezone the subject property from the O-S Office and Service District to the B-3 General Business District, and to grant a variation to install a fence in the front yard at 465 E. Gundersen Drive. A condition of approval was to consolidate the two existing lots, and the Petitioner has submitted a plat consolidating both lots into a single lot.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on March 22, 2024. At its meeting on March 25, 2024, by a vote of 4-0, the PC/ZBA recommended approval of the Plat of Consolidation.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Plat of Consolidation for Pecoraro Veterinary Services and adopt the necessary Resolution.

ec: Annjolyn Knoll, Pecoraro Veterinary Services

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager
FROM: Donald T. Bastian, Community Development Director 
DATE: March 28, 2024
RE: **Agenda Item for the Village Board Meeting of April 1, 2024**
Agreements for Professional Services – B&F Construction Code Services, Inc.

PURPOSE

This memorandum presents the Independent Contractor’s Agreement and Professional Services Agreements with our Building Codes Consultant, B&F Construction Code Services, for FY24/25, and seeks Village Board approval of the same.

BACKGROUND

The Village has utilized B&F Construction Code Services, Inc. (‘B&F’) for building permit plan review, plumbing inspections, supplemental building inspections and general code consulting on an as-needed basis since 2008. The Community Development Department relies on B&F to augment in-house staff on an as-needed basis, and with respect to plumbing inspections, as required under Illinois law. Below is a summary of the services B&F provides to the Village.

1. Building Permit Plan Reviews – We periodically send plans for more complex commercial and industrial building projects to B&F for plan review services. Community Development staff determine whether a permit application is reviewed in-house or by B&F based on project complexity, the number of applications under review by staff, and other workload factors.
2. Plumbing Inspections – Under Illinois law, only licensed plumbers may inspect plumbing work. As the Village does not employ a licensed plumber, B&F performs all plumbing inspections for the Village.
3. Commercial/Industrial Inspections – The Village has used B&F for commercial and industrial inspections on an as-needed basis during temporary staffing shortages. We have not used this service for several years.
4. General Code Consulting Services – This contract enables the Village to use B&F to provide general code consulting services not directly related to a building permit application. This service could be used if we needed assistance evaluating a proposed or requested local amendment to the Building Codes, for technical analysis or research, or to obtain a professional evaluation if we received an appeal to a decision of the Building Official.

The table on the following page provides historic information detailing recent fiscal year expenditures and activity levels for B&F.

Fiscal Year	Total B&F Expenditure	# of Permits Reviewed	# of Plumbing Inspections
2016 - 2017	\$86,617	21	281
2017 - 2018	\$44,953	31	308
2018 - 2019	\$85,077	49	248
2019 - 2020	\$62,622	43	339
2020 - 2021	\$57,995	44	213
2021 - 2022	\$39,089	40	282
2022 - 2023	\$24,179	22	299
2023 - 2024*	\$55,000	45	380

* Information for FY23/24 are estimates based on actual data through March 25, 2024

DISCUSSION

B&F has provided high quality plan review and inspection services once again in FY23/24. Plan reviews were completed within established timeframes, and we received no customer complaints regarding B&F's plan review commentaries or inspections. As the Village promotes its efficient and predictable processing of building permit applications, B&F's strong performance is highly valued and essential.

As we approach the new fiscal year, the Village needs to enter into new agreements for building code consultant services. The FY23/24 budget for this account is \$55,000, and we estimate actual expenses will come in close to the budgeted amount. The proposed FY24/25 budget seeks \$75,000 for building code consultant services, as we anticipate an increased level of building permit review activity in FY24/25 as compared to FY23/24. In addition, we will be using B&F to assist with the large project to adopt the new editions of the International Code Council and National Electric Codes, and funds for the code adoption project are included in the \$75,000 proposed budget allocation. As a reminder, B&F's plan review and plumbing inspection charges are passed through to permit applicants.

RECOMMENDATION

Attached are an Independent Contractor's Agreement and proposals for consultant services from B&F Construction Code Services. Staff recommends that the Village Board authorize the Village Manager by motion to execute the attached Proposals for Professional Services and the Independent Contractor's Agreement with B&F Construction Code Services, for consultant services not to exceed \$75,000 in aggregate during FY24/25.

C: Steven Martin, Development Services Manager



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

INSPECTION SERVICES

March 5, 2024

SUBMITTED TO:

**Steven Martin
Development Services Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899**

PROFESSIONAL SERVICES AGREEMENT

BUILDING, MECHANICAL, AND ELECTRICAL INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one ICC Certified Inspector to perform commercial/industrial building, mechanical and electrical inspections within the limits of the Village of Carol Stream in the afternoons on Monday, Wednesday, and Friday.

The Inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, electrical tester, tape measure, and other equipment as determined to provide a quality inspection.

The Inspector shall utilize forms acceptable to the Village of Carol Stream. These forms are three-part carbonless forms. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The Inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

Inspections shall be billed at an hourly rate at ninety dollars (\$90.00) per hour per Inspector plus one-way travel time. There will be a minimum charge per (Discipline) of 15 minutes. Travel time will only be charged if the Inspector works less than an 8-hour day.

The Inspector will be available during the hours designated above to perform inspections as assigned. The Inspector will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

The following covers all B & F Construction Code Services, Inc. employees:

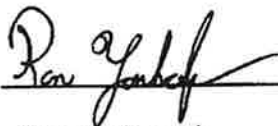
- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

Accepted By _____

Please Print _____

Title _____

Date _____

Accepted By  _____

Please Print Ron Yarbrough _____

Title Operations Supervisor _____

Date March 5, 2024 _____



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

BUILDING PLAN REVIEW

March 5, 2024

SUBMITTED TO:

**Steven Martin
Development Services Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899**

PROFESSIONAL SERVICES AGREEMENT

BUILDING PLAN REVIEW

Services Provided

B & F Construction Code Services, Inc. will provide plan review for all projects submitted for review. The reviews will be performed only on projects sent to B & F Construction Code Services, Inc. The submittal shall include a copy of the plan submittal form. This form indicates the type of reviews which are requested. A copy of the form is provided.

All reviews include:

1. Unlimited reviews with no additional fee
2. Free shipping of plans to our office
3. First review in 9 business days
4. Second and additional reviews in 5 business days
5. Reports can be faxed or e-mailed
6. One meeting on the project with no fee
7. Unlimited telephone calls at no fee
8. All reviews are performed by employees of B & F Construction Code Services, Inc.

Fees

The fee for all reviews is shown on the attached fee sheet. This fee can be calculated before any plan review work has started.

The Village of Carol Stream or the permit applicant can be invoiced for the project. The projects will be invoiced after the first review is complete.

All B & F Construction Code Services, Inc. employees are covered by the following:

- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

There is no contract for the plan review. The plan submittal form is considered the authorization to perform the work requested.



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

PLUMBING INSPECTION SERVICES

March 5, 2024

SUBMITTED TO:

**Steven Martin
Development Services Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899**

PROFESSIONAL SERVICES AGREEMENT

PLUMBING INSPECTIONS

Services Provided

B & F Construction Code Services, Inc. will provide one State of Illinois licensed Plumbing Inspector to perform residential and commercial plumbing inspections within the limits of the Village of Carol Stream.

Each Inspector shall have proper inspection equipment to conduct inspections as required. Equipment shall include a clipboard, flashlight, thermometer, tape measure, and other equipment as determined to provide a quality inspection.

Each Inspector shall utilize B & F Construction Code Services, Inc. three-part carbonless forms or forms acceptable to the Village of Carol Stream. A copy of the inspection report shall be left at the job site with a copy sent to the Municipality and a copy for ourselves.

The Inspector shall utilize a B & F Construction Code Services, Inc. company vehicle to conduct inspections.

Inspections shall be scheduled via email to our office no later than 4:00 P.M. the day before the inspection is to be conducted. Inspection hours shall be conducted as agreed upon between the Village of Carol Stream and B & F Construction Code Services, Inc.

The Inspector will be available during the hours designated above to perform inspections as assigned. The Plumbing Inspector will inspect plumbing items only. The inspectors will not perform fire alarm, fire protection, engineering, or other types of inspections or services outside his/her area of qualification.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc. officers, employees, agents, or consultants for a period of one (1) year after the individual is no longer employed by B&F Construction Code Services, Inc.

Inspections shall be billed at an hourly rate of ninety (\$90.00) dollars per hour per inspector plus one-way travel time. There will be a minimum charge per inspection (Discipline) of 15 minutes. Travel time will on be charged if inspector works lees than an 8-hour day.

The following covers all B & F Construction Code Services, Inc. employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

Accepted By _____

Please Print _____

Title _____

Date _____

Accepted By *Ron Yarbrough*

Please Print Ron Yarbrough

Title Operations Supervisor

Date March 5, 2024



VILLAGE OF CAROL STREAM

PROPOSAL

FOR

CODE CONSULTING SERVICES

March 5, 2024

SUBMITTED TO:

**Steven Martin
Development Services Manager
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188-1899**

PROFESSIONAL SERVICES AGREEMENT

CODE CONSULTING SERVICES

Services Provided

B & F Construction Code Services, Inc. will provide code consulting services for items pertaining to code requirements via the International Code Council (ICC) series of codebooks and local amendments.

Code Consulting shall consist of the following:

1. Interpret the intent of the ICC codes and the Village of Carol Stream amendments.
2. Provide recommendations to the Director of Community Development on code changes and updates on a continuous basis.
3. Respond to code questions and interpretations from design professionals, contractors, owners, and the Village of Carol Stream.
4. Provide written interpretations of code requirements as directed by the Director of Community Development.
5. Attend meetings as requested by the Village.
6. If requested by the Village, provide office time to assist in the administration of the department and/or coordinate building code meetings and render interpretations.
7. Provide other responsibilities as directed by the Village of Carol Stream.

Fees

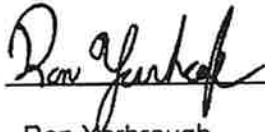
The Village of Carol Stream shall reimburse B & F Construction Code Services, Inc. in the amount of one-hundred and three (\$103.00) dollars per hour. Invoicing shall be calculated in increments of quarter hours. There is no minimum amount we will invoice for actual-time based on fifteen-minute increments.

The Village of Carol Stream shall agree not to attempt to hire any of B & F Construction Code Services, Inc., officers, employees, agents, or consultants for a period of one year after the individual is no longer employed by B & F Construction Code Services, Inc.

The following covers all B & F Construction Code Services, Inc., employees:

- A. Workers Compensation Insurance;
- B. General Liability Insurance; and
- C. Professional Liability Insurance.

Accepted By _____
Please Print _____
Title _____
Date _____

Accepted By 
Please Print Ron Yarbrough
Title Operations Supervisor
Date March 5, 2024

B&F CONSTRUCTION CODE SERVICES, INC.

Building & Fire Protection Plan Review
Training · Inspections · Code Consulting

Plan Review

Inspections

Code Consulting

System Testing

Fire Protection

Code Adoption

System Analysis

Accessibility



Plan Review Fee Schedule

COMMERCIAL

Building Size	Building Review	25% of Building Fee	50 % of Building Fee
Up to 60,000 Cubic Ft.	\$375.00	\$110.00*	\$187.50
60,001 to 80,000 Cubic Ft.	\$460.00	\$115.00	\$230.00
80,000 to 100,000 Cubic Ft.	\$590.00	\$147.50	\$295.00
100,001 to 150,000 Cubic Ft.	\$680.00	\$170.00	\$340.00
150,001 to 200,000 Cubic Ft.	\$770.00	\$192.50	\$385.00
Over 200,000 Cubic Ft.	\$900.00 + \$8.50 (per 10,000 Cu. Ft.)	\$225.00 + \$2.13 (per 10,000 Cu. Ft.)	\$450.00 + \$4.25 (per 10,000 Cu. Ft.)

Footing and Foundation	\$310.00 Min.**
NFPA 101 Plan Review	25% of Building Review (Min. \$310.00)
Mechanical Review	25% of Building Review*
Plumbing Review	25% of Building Review*
Accessibility Review	25% of Building Review*
Electrical Review	50% of Building Review*
Med Gas	50% of Building Review*
Fire Code	50% of Building Review (Min. \$210.00)
Energy Code	50% of Building Review (Min. \$210.00)
Commercial/Industrial Zoning	\$150.00 per 20,000 square feet of site area
Hood & Duct Plan Review (Type 1 w/o suppression)	\$260.00 per System
Hood & Duct Plan Review (Type 2)	\$215.00 per System
Spray Booth Plan Review	\$400.00 per Booth
Specialty Plan Review	\$160.00 per Hour
Technical Submittal Review	\$125.00
In-Ground Pool Plan Review	\$470.00 per Pool
Express Plan Review	x 2.5 of Plan Review
HPM, High Hazard, Processing Piping	x 1.5 of Building Plan Review
Medical Case Facilities (Institutional Use Groups)	x 1.5 of Building Plan Review

*\$110 minimum for each discipline when multiple disciplines are submitted at the same time

** Minimum includes up to 50,000 sq. ft. footprint, for every addition 50,000 sq. ft. is an additional \$50 (this shall not be interpolated) and multistory buildings as defined by the IBC shall have an additional 20% added

RESIDENTIAL

One and Two Single Family Dwellings

Up to 3,200 square feet (including basement)	\$700.00 per Dwelling Unit
Up to 3,200 square feet (including basement and zoning)	\$800.00 per Dwelling Unit
Over 3,200 square feet (including basement)	\$0.23 per Square Foot
Over 3,200 square feet (including basement and zoning)	\$0.24 per Square Foot
Miscellaneous Plan Review	Per Discipline***
In-Ground Pool Plan Review	\$470.00 per Pool
Priority Express Plan Review	x 2.5 of Base Plan Review
Solar (Photovoltaic) Systems	\$265.00

Subdivisions call for pricing.

*** Misc. Reviews that comply on the first review are at a rate of \$30.00 per discipline and reviews that do not comply on the first review face a rate of \$50.00 per discipline. This higher charge is to capture the additional time and expense of re-reviews.

Plan Review Fee Schedule

FIRE PROTECTION

Fire Suppression Systems (Includes fire pump, hose stations and standpipes)	
1 to 100 sprinkler heads	\$450.00
101 to 200 sprinkler heads	\$575.00
201 to 300 sprinkler heads	\$700.00
301 to 500 sprinkler heads	\$800.00
Over 500 sprinkler heads	\$900.00 + \$1.00 each up to 20k, then \$0.75
Modifications (40 or fewer sprinkler heads without calculations)	\$185.00
Residential systems (NFPA 13D)	\$240.00
Fire Alarm Systems	\$0.017 per sq. ft. (\$215 min)
Fire Alarm system Modification (existing system alterations 5,000 sq. ft. or less)	\$190.00
Hood Suppression with 15 or less points	\$215 per System
Hood Suppression with 16-29 flow points	\$270.00 per System
Hood Suppression with 30 flow points or more	\$320.00 per System
Chemical Suppression systems (excluding hood suppression)	\$350 plus alarm fees
Carbon Dioxide / Clean Agents	\$175 for up to 105 pounds of agent, \$1 each pound over
Dedicated Fire Hydrant or Standpipe System	\$25 per valve (\$300 min)
Emergency Radio Communication Coverage (ERCC)	\$0.005 per sq. ft. (\$600 min)

CONSULTING

Code Consulting	
Senior Staff	\$195.00 per hour
Supervisor Staff	\$175.00 per hour
Staff	\$155.00 per hour
Village Management/Administration	
Senior Staff	\$135.00 per hour
Supervisor Staff	\$120.00 per hour
Staff	\$100.00 per hour

OTHER SERVICES

Code Writing and Adoption Assistance
Water Flow/Backflow/Hydrant Flushing Device Testing
Special Safety Training and Disaster Planning
Building Department Analysis
Fire Protection System Analysis
Existing Building Evaluation

Inspection Fee Schedule

COMMERCIAL

New and Existing, based on square footage

Building	\$0.15 per square foot
Mechanical	\$0.05 per square foot
Electrical	\$0.05 per square foot
Plumbing	\$0.05 per square foot
Energy	\$0.03 per square foot

Minimum fees applies

Special systems are an additional charge.

RESIDENTIAL

New Construction, Remodels and Additions One and Two Single Family Dwellings

Up to 3,200 square feet (including basement)	\$685.00 per Dwelling Unit*
Over 3,200 square feet	\$0.22*

* Minimum rates for remodels and additions plan reviews apply

Hourly and per inspection rates available.

FIRE PROTECTION

Sprinkler

Underground Rough (Piping)	\$250.00
Underground Hydrostatic	\$250.00
Underground Flush	\$250.00
Any two underground inspections at the same time	\$400.00
All three underground inspections at the same time	\$500.00
Sprinkler Modification Rough (20 or fewer heads)	\$200.00
Hydrostatic Test per riser per floor	\$300.00
Fire Pump Test	\$200.00
Final Sprinkler Inspection/Test	\$250.00
Single Family (Includes rough & final)	\$250.00
Single Family Re-Inspection	\$125.00

Unless otherwise noted, failed re-inspections are at the same rates noted above.

Fire Alarm

Rough	\$200.00
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The following fees are based on the number of initiating devices. Initiating devices include smoke and heat detectors, pull stations, duct detectors, monitoring devices, flow switch, tamper switches and special detection devices.

Fire alarm Test (Final Inspection)

1 - 20 devices	\$200.00
21 - 49	\$425.00
50 - 99	\$625.00
100 and over	\$625.00 + \$4 per device over 99

Re-Inspections/Tests are based on the number of devices to be tested.

Special Suppression (Dry Chemical, Clean Agent, etc.)

Rough**	\$200.00
Final**	\$250.00
Hood Suppression Systems	\$150.00

**Additional Fire Alarm fees maybe applicable

OTHER

When the cost of fuel (gasoline) increases above \$5.00 per gallon for any period within the month their shall be a fuel surcharge of \$8 per inspector per day. The rate shall be set by the U.S. Energy Information Administration for the Midwest Region for Regular Reformulated.

B & F Construction Code Services, Inc.

B & F Construction Code Services, Inc. provides complete Plan Review Services for Municipal building departments nationwide. Plan reviews are based on model building codes including the International Code Series, BOCA, UBC, SBCCI, CABO, NEC, NFPA, Life Safety, your local amendments, energy, and accessibility requirements.

For Building, Plumbing, Mechanical, Electrical, Energy Conservation, and Fire Suppression and Detection systems, you can count on professional, accurate, and time-saving service by a staff committed to excellence.



Plan reviews identify areas of noncompliance (arranged numerically) including the code and section referenced, and inform your office of compliance or noncompliance with applicable codes and standards.

Initial plan reviews are completed typically within 9 business days of receipt; additional reviews completed typically within 5 business days of receipt. Free telephone consultation for all projects, all disciplines, and all parties involved is included. Express plan review service is available for time-sensitive projects.

Additional Benefits

One Fee Per Project Discipline. Each project is invoiced for the first review only. Subsequent two reviews for the same project discipline are performed at no additional charge.

We accept plan reviews digitally or physically but prefer digital submittals. Digital Plan Reviews allow for faster and more efficient plan review and communication. If plans are paper, free FedEx Shipping of your plans and specifications to our office is provided for all municipal building departments.

Express Review Service is available for projects requiring an expedited review and is completed typically within 4 business days (additional fee required).

Choose the Billing Method that best suits your municipality. We will bill directly to the municipality or other responsible party as designated.

Why More Municipalities Choose B & F Construction Code Services, Inc....

- ◇ Nationwide
- ◇ We know the codes
- ◇ We include your local ordinances
- ◇ We're here when you need us
- ◇ Fast, accurate, reliable service
- ◇ No hidden costs, No extras
- ◇ We answer your questions
- ◇ No project too big or complex
- ◇ We are fully insured
- ◇ Proven knowledge & experience
- ◇ We provide the services you want & need
- ◇ Our reputation
- ◇ We're Always Here to Help

Codes and Standards that are utilized

- ◇ International Code Series (ICC)
- ◇ Legacy Codes
 - BOCA
 - Uniform
 - CABO / etc.
- ◇ National Fire Code
- ◇ NFPA Standards
- ◇ National Electrical Code
- ◇ Reference Standards
- ◇ Accessibility Codes
- ◇ State Codes/Amendments
- ◇ Local Ordinances

B & F Construction Code Services, Inc.
2120 Vantage Drive • Ulgm, IL 60121
P.O. Box 5178 • Ulgm, IL 60121
Phone: 817-128-7010 • Fax: 817-128-3151 • Toll Free: 800-233-5523
www.consultingcodes.com • BFCS@bfcs.org

B F C A.®

Building & Fire Code Academy

Welcome to new educational opportunities offered by the Building & Fire Code Academy. The Building & Fire Code Academy (BFCA), provides comprehensive and practical education in the application, implementation and enforcement of building and fire codes for construction industry professionals nationwide. Our programs benefit thousands of building and fire officials, inspectors, design professionals, contractors and developers across the country. The Building & Fire Code Academy has established the first of its kind facility dedicated to providing continuing educational opportunities to construction industry professionals. The Building & Fire Code Academy instructors conduct on-site, open registration and private continuing education training. On-site and open registration courses are scheduled throughout the year and announced by direct mail, trade associations, fax, and our Web site. Registrations are completed directly with our office.

Providing comprehensive and practical education in the application, implementation, and enforcement of building and fire codes for construction industry professionals nationwide.

Call us to schedule your on-site training class. Choose from our standard course offerings or request topics customized to suit the specific educational needs of your organization. We can show you how even small groups can benefit, or tell us you want to be on our mailing list.



The Building & Fire Code Academy is approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102. In

obtaining this approval, the Building & Fire Code Academy has demonstrated that it complies with the ANSI/IACET Standards which are widely recognized as standards of good practice internationally.

As a result of their Authorized Provider membership status, the BFCA is authorized to offer IACET Continuing Education Units (CEUs) for its programs that qualify under the ANSI/IACET Standards.

The BFCA is additionally an Illinois Workforce Development System approved training provider and an American Institute of Architects/ Continuing Education System (AIA/CES) Registered Provider.

Architects completing Academy classes earn Learning Units (LUs). HSW (Health, Safety, and Welfare) credit may also be available. Other measures of accomplishment include contact, clock, or class hours.



Building & Fire Code Academy

2420 Vantage Drive • Falmouth, VT 05741

Phone: 817-428-2951 • Fax: 817-428-2911 • Toll Free: 800-188-7057

www.bfcaacademy.com • bfca@bfcaacademy.com

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT entered into by and between B&F Construction and Code Services, herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue, DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

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

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

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to

have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.
6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.
7. To the extent required by law, Contractor agrees to comply with the provisions of the Employment of Illinois Workers on Public Works Act ("Act"). In the event the Contractor is found to have not complied with the Act, then Contractor shall indemnify and hold Public Body harmless and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

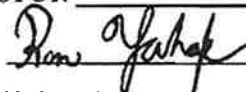
IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/its employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed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

This agreement shall be in effect from the 1st day of May 2024 until the 31st day of May, 2025 inclusive.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this 5th day of March, 2025.

FIRST PARTY:

CONTRACTOR B&F Construction and Code Services

SIGNED 

BY: Ron Yarbrough

TITLE: Operations Supervisor

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

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

TYPE	MINIMUM COVERAGE
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

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

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

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

The Contractor agrees that in all insurance coverages obtained in compliance with the indemnity provisions of this contract the Village shall be named as additional named insured on the comprehensive general liability and automobile liability policies in an ISO approved policy form and that such certificate of insurance shall contain no provision limiting carrier's liability for failure to give insured parties at least 30 days written notice of cancellation of such policy.

Village of Carol Stream
Interdepartmental Memorandum

DATE: March 19, 2024
TO: William Holmer, Village Manager
FROM: Jon Batek, Finance Director
SUBJECT: **Budget Amendment Ordinance – FY24**

During the year, there were several instances where total expenditures in a number of individual line item accounts have exceeded the previously approved budget. To the extent that total projected expenditures in an individual accounting fund are expected to exceed the total approved budget for that fund, Village Board approved budget amendments are necessary.

Attached for Village Board consideration is a budget amendment ordinance for our current year FY24 that will conclude on April 30, 2024. The ordinance contains a schedule of requested line item amendments with a brief explanation of the cause of each overage.

This item is requested to be placed on the Village Board's April 1st agenda for consideration and approval.

Ordinance No. 2024-04-_____

**An Ordinance Authorizing the Amendment of
the Annual Budget of the Village of Carol Stream
for the Fiscal Year Ending April 30, 2024**

WHEREAS, the Board of Trustees of the Village of Carol Stream on April 17, 2023 adopted the annual budget for the Village of Carol Stream for Fiscal Year 2023/24, beginning May 1, 2023 and ending April 30, 2024; and

WHEREAS, certain expenses have been incurred which were not previously identified or included within the adopted FY23/24 annual budget; and

WHEREAS, cash reserve balances or budgeted but unspent amounts in other accounts are available to cover certain expenses which were incurred and not previously budgeted; and

WHEREAS, the Village Board is authorized to modify the adopted budget through amendment or transfer between accounts as deemed necessary.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section 1: The budget for the fiscal year ending April 30, 2024, is hereby amended to provide funds for unanticipated and unbudgeted expenses in the manner identified in Attachment A to this ordinance.

Section 2: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this

_____ day of _____, 2024.

Ayes:

Nays

Absent

Approved by the Mayor of the Village of Carol Stream, Illinois, this _____ day
of _____, 2024.

Mayor of the Village of
Carol Stream, Illinois

Attest:

Village Clerk of the Village of
Carol Stream, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 2024.)

Attachment A

Village of Carol Stream
Fiscal Year 2023/24 Annual Budget
May 1, 2023 to April 30, 2024

<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reason</u>
<u>Budget Amendments</u>			
WATER AND SEWER FUND			
04200100-52253	Consultant	\$12,000	Water tank inspections that are fully reimbursed from permit fees.
04201600-51109	Overtime	35,000	Greater than anticipated water main break experience.
04201600-52283	DuPage Water Commission	156,000	Water purchases greater than anticipated.
04201600-53210	Electricity	25,000	Electricity consumption greater than historical.
04201600-53317	Operating Supplies	55,000	Water system supplies greater than anticipated.
EQUIPMENT REPLACEMENT FUND			
10660000-54415	Vehicles	\$110,000	Purchase of police vehicles that were ordered in the prior fiscal year but not delivered until the current year.
NORTH AVENUE / SCHMALE ROAD TIF DISTRICT			
22490000-56490	Loan Principal	\$20,000	Higher available revenues resulted in higher than projected loan principal payments.

FEDERAL ASSET SEIZURE FUND

03395000-52255	Software Maintenance	\$6,000	Various supplemental law enforcement expenditures from Federal seized funds.
03395000-52315	Canine Services	2,000	
03395000-53350	Small Equipment	12,000	
00395000-54413	Computer Equipment	20,000	

STATE ASSET SEIZURE FUND

02385200-52223	Training	\$5,000	Various supplemental law enforcement expenditures from State of Illinois seized funds.
02385200-52230	Telephone	500	
02385200-52244	Maintenance & Repair	1,000	
02385200-53315	Canine Services	3,000	
02385200-53317	Operating Supplies	2,500	
02385200-54413	Computer Equipment	8,000	
02385400-53350	Small Equipment	10,000	
02385400-54413	Computer Equipment	6,000	

ORDINANCE No. 2024-04-_____

**AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE
VILLAGE OF CAROL STREAM
IN THE AMOUNT OF \$64,866,269 FOR THE FY25 FISCAL YEAR
BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025**

WHEREAS, Village staff has prepared and presented to the Mayor and Board of Trustees of the Village of Carol Stream a proposed annual budget for the FY25 fiscal year beginning May 1, 2024, and ending April 30, 2025 as set forth in “Exhibit A” to this ordinance as attached hereto; and

WHEREAS, following due and proper publication of public notice in The Examiner of Carol Stream on March 20, 2024, a public hearing was held on April 1, 2024, to consider and receive public comment on the proposed annual budget for the FY25 fiscal year; and

WHEREAS, the proposed annual budget has been made available for public review and inspection at least 10 days prior to passage in the Office of the Village Clerk and on the Village’s web site, and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream deem it in the best interest of the Village to adopt the budget proposed by the Budget Officer, as revised at the direction of the Mayor and Board of Trustees.

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

SECTION 1: The annual expenditure Budget for the FY25 fiscal year, beginning May 1, 2024, and ending April 30, 2025, for the Village of Carol Stream, is in the amount of Sixty Four Million Eight Hundred Sixty Six Thousand Two Hundred Sixty Nine Dollars, (\$64,866,269); as set forth in “Exhibit A”, as attached hereto, is hereby adopted and authorized.

SECTION 2: That the adoption of the foregoing annual budget shall be in lieu of the Appropriation Ordinance required in Section 8-2-9 of the Illinois Municipal Code.

SECTION 3: The budget hereby approved shall be printed and bound and a certified copy of this Ordinance and a copy of the printed and bound budget shall be filed with the DuPage County Clerk in accordance with the provisions of the statutes of the State of Illinois.

SECTION 4: The Finance Director is authorized and directed to transfer the sum of \$2,900,000 from General Corporate Fund cash reserve balances to the Capital Projects Fund to support improvements to the Village's public infrastructure assets. This transfer is consistent with the Village's established policies and past practices with respect to reserve balances.

SECTION 5: This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: William Holmer, Village Manager *WH*
DATE: March 26, 2024
RE: Rosati's Pizza of Carol Stream – Class V License

The Mayor's office has received a request for a Class V license to operate video gaming devices from H & A Pizza, Inc. d/b/a Rosati's Pizza of Carol Stream, 161 Hiawatha Drive. The Illinois Gaming Board has approved issuance of a State license for video gaming to Rosati's Pizza of Carol Stream. Attached for your review and consideration is an Ordinance increasing the number of Class V liquor licenses from 19 to 20 which allows establishments to operate video gaming devices.

Staff recommends approval of the attached Ordinance increasing the Class V license by one with regard to Rosati's Pizza of Carol Stream upon passage and approval by law.

Attachment

ORDINANCE NO. 2024-04-_____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY INCREASING
THE NUMBER OF CLASS V LIQUOR LICENSES FROM 19 TO 20
(H & A PIZZA, INC. d/b/a ROSATI'S PIZZA OF CAROL STREAM,
161 HIAWATHA DRIVE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by increasing the
number of Class V Liquor Licenses from nineteen (19) to twenty (20) effective May 1, 2024.

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

PASSED AND APPROVED THIS 1st DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

AGENDA ITEM
I-4 4/1/24

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Donald T. Bastian, Community Development Director
Steven M. Martin, Development Services Manager

DATE: March 28, 2024

RE: **Agenda Item for the Village Board Meeting of April 1, 2024**
Recommended Changes to the Development Services Fee Schedule

PURPOSE

This memorandum provides information to the Village Board for recommended revisions to the Development Services Fee Schedule, and seeks Village Board approval of the same.

BACKGROUND

The Village's current Development Service Fee Schedule, which went into effect in 2010, was designed with the following objectives: 1) fees should cover the Village's costs of providing services; 2) fees should be collected prior to services being rendered; 3) fees charged to the customer should be the same whether the plans are reviewed by in-house staff or the consultant; 4) the fee schedule should be easy for customers to use; and 5) it should be easy to update. The Village Board has approved fee schedule updates in 2013, 2017, 2020, 2021 and 2023. Updates have been deemed necessary based on economic factors, increases in our costs of providing services, changes in technology (i.e. solar panels), code changes (i.e. residential sprinkler requirements and Unified Development Ordinance adoption) and changes in procedures. At this time, staff is recommending minor fee schedule revisions to mirror revisions that B&F Construction Code Services ('B&F'), our building codes consultant, is making to its fee schedule.

DISCUSSION

As presented in a separate agenda item for the April 1, 2024 meeting, the Village Board authorizes the Village Manager to execute professional services agreements and an independent contractor's agreement with our building codes consultant at the beginning of each fiscal year. When our building codes consultant makes changes to its fee schedule, the changes are provided to staff as part of the annual review and approval of the professional services agreements.

B&F is proposing two minor changes to its fee schedule that bring about the need for the Village to amend the Development Services Fee Schedule, as detailed below.

Accessibility Plan Review Fee – Building permit plan review fees for new commercial and industrial buildings, and for additions or renovations to these buildings, are calculated based on the disciplines involved in the scope of work, such as Plumbing, Mechanical, Electrical, and Energy. B&F has added Accessibility as a plan review discipline to its fee schedule, owing to the increasing number and complexity of Accessibility-related code requirements in the International Building Code, as well as the existing Illinois Accessibility Code. As with the other disciplines, the amount of the plan review fee is based on the area of the building or work area. As B&F will add this plan review fee to permit applications we send to them for review, staff recommends amending the Village's fee schedule to

include Accessibility as a plan review discipline. Note that this fee would have no impact on one- and two-family residential projects.

Hood and Duct Permit Fees – In last year’s fee schedule, B&F combined commercial kitchen hood, duct and fire suppression system permits as a single type of permit, thinking that it could potentially provide a convenience and cost savings to permit customers undertaking this kind of work. However, with a year of experience, B&F is amending its fee schedule to once again separate permits for hood and duct systems, and for the related fire suppression systems. Very few permit applications for the combined permit were received, the reason for which is that different contractors do the hood and duct work, and the fire suppression system work. As such, it is more customer-friendly and practical for the permits to be separate.

To assist the Village Board in its review of the recommended revisions to the fee schedule, attached, please find the following:

- A strikethrough and highlighted version of the Ordinance presenting the proposed changes, with text proposed to be removed shown in highlighted black ~~strikethrough~~ format and text proposed to be added shown in highlighted **red text**; and
- A clean version of the Ordinance.

RECOMMENDATION

Staff recommends that Chapter 6, Article 13 of the Village Code (*Fees and Securities for Construction and New Development*) be amended to incorporate changes to our building codes consultant’s fee schedule. If approved, the recommended changes would be effective for permits applied for on or after May 1, 2024.

If the Village Board concurs with the staff recommendations, they should approve the ordinance included in their agenda packet.

DTB:db

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 13, SECTIONS 6-13-4 AND 6-13-7 OF THE CAROL STREAM CODE OF ORDINANCES (FEES AND SECURITIES FOR CONSTRUCTION AND NEW DEVELOPMENT)

WHEREAS, the *Fees and Securities for Construction and New Development* were last updated in 2023; and

WHEREAS, Village staff has reviewed the *Fees and Securities for Construction and New Development* and determined that based upon the Village's costs for providing building permit plan review related to building permit plan review and inspections, certain fees should be revised; and

WHEREAS, Village staff is recommending revisions to certain building permit plan review and inspection fees; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to revise the building permit and inspection fees as set forth herein.

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 Carol Stream Code of Ordinances, Chapter 6, "Building, Construction and Maintenance Codes", Article 13, "Fees and Securities for Construction and New Development", Sections 6-13-4 and 6-13-7 are hereby amended and shall read as follows:

§ 6-13-4 BUILDING PERMIT AND INSPECTION FEES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MULTIPLE-FAMILY RESIDENTIAL CONSTRUCTION.

(A) *Type D – new construction, additions, alterations and accessory structures.* All plan review and clerical fees shall be due and payable at the time an application for permit is submitted. The development services fee and inspection fees shall be due and payable at the time of issuance of a permit. Fees as specified in this section shall pertain to the following types of building permits:

- Accessory structure, miscellaneous ¹
- Building addition ¹
- Interior remodeling

New principal building ¹

Restoration

Work not listed herein but similar to one of the above, as directed by the building official

¹ Public Improvement Preservation Bond required unless waived by the building official. See §12-3-17.

(1) *Clerical fee* \$160.00

(2) *Plan review fees.* Plan review fees for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-4(A)(1), based on the types of reviews required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-4(A)(1) Commercial, Industrial, Institutional and Multiple-Family Residential Plan Review Fees Type D – New Construction, Additions, Alterations and Accessory Structures							Accessibility [SM1][SM2]	Fire Code, High Hazard and NFPA Reviews
	Building	Zoning	Plumbing	Mechanical	Electrical	Energy			
Up to 60,000	\$380	\$80	\$115	\$115	\$190	\$220	\$115	See §6-13-7	
60,001 to 80,000	\$470	\$80	\$118	\$118	\$235	\$235	\$118		
80,001 to 100,000	\$600	\$80	\$150	\$150	\$300	\$300	\$150		
100,001 to 150,000	\$690	\$80	\$173	\$173	\$345	\$345	\$173		
150,001 to 200,000	\$780	\$80	\$195	\$195	\$390	\$390	\$195		
Over 200,000	\$910 plus \$10 per each additional 10,000 c.f.	\$80	25% of Building Fee	25% of Building Fee	50% of Building Fee	50% of Building Fee	25% of Building Fee		

(3) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to non-responsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(4) *Development services fee.* The development services fee for commercial, industrial, institutional and multiple-family residential construction shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be \$6.70 per \$1,000 of valuation, with a minimum fee of \$50. See § 6-13-5.

(5) *Inspection fees.* Inspection fees for commercial, industrial, institutional and multiple-family residential construction shall be in accordance with Table 6-13-4(A)(2), based on the types of inspections required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-4(A)(2) Commercial, Industrial, Institutional and Multiple-Family Residential Inspection Fees Type D – New Construction, Additions, Alterations and Accessory Structures							
	Building	Zoning	Plumbing	Mechanical	Electrical	Energy	Fire Code	Occupancy
Up to 60,000	\$420	\$80	\$240	\$100	\$180	\$100	See §6-13-7	\$80
60,001 to 80,000	\$525	\$100	\$300	\$125	\$225	\$125		\$100
80,001 to 100,000	\$630	\$120	\$360	\$150	\$270	\$150		\$120
100,001 to 150,000	\$735	\$140	\$420	\$175	\$315	\$175		\$140
150,001 to 200,000	\$840	\$160	\$480	\$200	\$360	\$200		\$160
Over 200,000	\$945	\$180	\$540	\$225	\$405	\$225		\$180

(6) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be \$80 per each, and payment shall be required at time of scheduling the inspection.

(7) *Supplemental fees.* If the scope of work includes work of the types listed in §6-13-4(B), and such work is not, in the judgment of the building official, a customary and ancillary part of the construction, then the fees for such work as listed in §6-13-4(B) shall be required, as applicable, in addition to those listed in this section.

(8) *Fire Prevention fees.* If the scope of work includes work regulated by the adopted Fire Code of the Village of Carol Stream, then the fees for plan review and inspection of such work as listed in §6-13-7(A) shall be required, as applicable, in addition to the fees listed in this section.

(9) *Water and sewer fees.* If connection to the Carol Stream water distribution system and/or sanitary sewer system is required, fees shall be in accordance with §6-13-8.

(10) *Engineering fees and securities.* If engineering plans are required, fees shall be in accordance with §6-13-9. A Public Improvement Preservation Bond, if required, shall be in accordance with §12-3-17.

(11) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village's building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

(B) *Type E – miscellaneous commercial industrial, institutional and multiple-family residential.* All plan review, clerical and inspection fees are included in the fees as listed in this section, below. The development services fee shall be as prescribed in §6-13-4(B)(2). All fees for miscellaneous commercial industrial, institutional and multiple-family residential construction shall be due and payable at the time an application for permit is submitted.

(1) *Plan review, clerical and inspection fees.*

Accessory structure, minor ²	\$200
Construction and sales trailers, temporary	\$200
Conveyor system ¹	\$240 per level
Demolition, major ²	\$540
Demolition, minor, nonstructural or emergency	\$80
Driveway (per each) ²	\$120
Electrical, major (includes service upgrade)	\$240
Electrical, minor (includes fixture replacement)	\$160
Elevator ¹	\$600 per elevator bank
Equipment (includes removal, installation, relocation) ¹	\$140 plus \$20 per additional piece plus \$80 for Special Permit process
Fence, exterior (includes trash enclosure)	\$200
Fence, interior	\$120
Fire alarm system ¹	\$80
Fire pump test, Hydrostatic test, ¹	\$40
Fire suppression system ¹	\$80
Flagpole	\$120
Foundation (preliminary work for a principal project)	\$480
Furniture panels, with electrical work	\$120
Hood and duct (type 1 w/o suppression) ¹	\$80
Hood and duct (type 1 w/suppression, 15 flow points or less) ¹	\$80
Hood and duct (type 1 w/suppression, 16-29 flow points) ¹	\$80
Hood and duct (type 1 w/suppression, 30 or more flow points) ¹	\$80 _{[SM3][SM4]}
Hood suppression only, 15 flow points or less ¹	\$80
Hood suppression only, 16-29 flow points ¹	\$80
Hood suppression only, 30 or more flow points ¹	\$80
Hood and duct (type 2) ¹	\$80
HVAC equipment, new or replacement (boiler, furnace, heat pump, a/c, etc.) ¹	\$140 plus \$20 per additional unit
HVAC system, new ¹	\$240
Lawn irrigation system	\$160
Low voltage wiring	\$120
Mechanical	\$120

Parking lot maintenance (sealcoating and striping)	\$120
Parking lot patching, overlay, expansion or reconstruction ²	\$120
Parking lot, temporary ²	\$120
Patio, floor, slab, or stoop (per each) ²	\$120
Plumbing	\$300
Racking system (does not include sprinkler system) ¹	
Less than 5.75 feet in height	No permit required
5.75 feet or greater	\$320
Roofing and siding	\$160
Security alarm system	No permit required
Sidewalk ²	\$120
Sign, face change	\$40 plus \$10 per additional sign of the same type
Sign, permanent, no electrical	
Ground	\$120 plus \$20 per additional sign of the same type
Wall	\$80 plus \$20 per additional sign of the same type
Sign, permanent with electrical	
Ground	\$160 plus \$20 per additional sign of the same type
Wall	\$120 plus \$20 per additional sign of the same type
Sign, temporary	\$40 plus \$10 per additional sign of the same type
Sign, temporary, special event	\$40 plus \$10 per additional sign of the same type
Solar panels, commercial ¹	\$320
Spray booth ¹	\$480 per booth
Storage tank, fuel tank, propane tank ¹	\$140 plus \$20 per additional piece
Structural modification, minor ²	\$200
Swimming pool, commercial or public ^{1,2}	\$700
Tent, temporary	\$160
Utility service connection or repair ^{2,3}	\$200
Window and doors	\$160
Wireless communications	\$300 plus \$100 per each additional review
dish/antenna/tower ⁴	
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

¹ Fire Prevention Plan Review and Inspection fees required. See § 6-13-7(B).

² Engineering fees and/or securities required unless waived by the building official. See § 6-13-9 and § 12-3-17.

³ Water and sewer fees required. See § 6-13-8.

⁴ Water Tower Plan Review and Inspection fees required. See §6-13-6(A).

(2) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to non-responsiveness to review comments on the part of the permit applicant, then an

additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(3) *Development services fee.* The development services fee for miscellaneous commercial, industrial, institutional and multiple-family residential construction shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be \$6.70 per \$1,000 of valuation, with a minimum fee of \$50. See §6-13-5.

(4) *Fees for additional inspections.* Inspection fees for miscellaneous commercial industrial, institutional and multiple-family residential permits are based on up to two of each type of required inspection. Additional inspections shall be compensated at \$80 per each, and such payment shall be required at time of scheduling the inspection.

(5) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village’s building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

§ 6-13-7 FIRE PREVENTION FEES.

Fees for plan review and inspection of commercial, industrial, institutional and multiple-family residential construction in accordance with the requirements of the adopted Fire Code of the Village of Carol Stream shall be as prescribed herein.

(A) *Type D – New construction, additions, alterations and accessory structures.* All fees for fire prevention plan review shall be as prescribed in this section, shall be required in addition to the fees given in Tables 6-13-4(A)(1) and 6-13-4(A)(2), and shall be due and payable at the time an application for permit is submitted. Fees as specified in this section shall pertain to the following types of building permits:

- Accessory structure, miscellaneous
- Building addition
- Interior remodeling
- New principal building
- Restoration
- Work not listed herein but similar to one of the above, as directed by the building official.

(1) *Plan review fees.* Fees for fire prevention plan review for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-7(A)(1), based on the types of reviews required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-7(A)(1) Fire Prevention Plan Review Fees Type D – New Construction, Additions, Alterations and Accessory Structures		
	Fire Code	High Hazard	NFPA
Up to 60,000	\$220	\$570	\$320

60,001 to 80,000	\$235	\$705	\$320
80,001 to 100,000	\$300	\$900	\$320
100,001 to 150,000	\$345	\$1,035	\$320
150,001 to 200,000	\$390	\$1,170	\$320
Over 200,000	50% of Building Fee	150% of Building Fee	25% of Building Fee (Min. \$320)

(2) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to non-responsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(3) *Inspection Fees.* Fire prevention inspection fees for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-7(A)(2), based on the types of inspections required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-7(A)(2) Fire Prevention Inspection Fees Type D – New Construction, Additions, Alterations and Accessory Structures		
	Fire Code	High Hazard	Final Occupancy
Up to 60,000	\$80	\$80	\$80
60,001 to 80,000	\$100	\$100	\$100
80,001 to 100,000	\$120	\$120	\$120
100,001 to 150,000	\$140	\$140	\$140
150,001 to 200,000	\$160	\$160	\$160
Over 200,000	\$180	\$180	\$180

(4) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be \$80 per each, and payment shall be required at time of scheduling the inspection.

(5) *Supplemental fees.* If the scope of work includes work of the types listed in § 6-13-7(B), and such work is not, in the judgment of the building official, a customary and ancillary part of the construction, then the fees for such work as listed in § 6-13-4(B) shall be required, as applicable, in addition to those listed in this section.

(B) *Type E – Miscellaneous commercial industrial, institutional and multiple-family residential.*
 All fees for fire prevention plan review and inspection shall be as prescribed in this section, and shall be required in addition to the fees given in § 6-13-4(B).

(1) *Plan Review Fees.*

Fire alarm system	
Up to 5,000 sf	\$200
5,000 sf or greater	\$0.02 per square foot (\$270 minimum)
Fire suppression system	
Carbon dioxide or clean agent system	
Up to 105 pounds	\$180
	\$1.50 per each additional pound
Dry chemical system	\$420 plus alarm fees
Standpipe or hydrant	\$25/valve (\$300 min)
Sprinkler system (dry, wet, pre-action, etc.)	
Technical submittal (required for all)	\$125 for initial design area
Up to 10 heads	\$180
11 to 19 heads	\$240
20 to 100 heads	\$460
101 to 200 heads	\$580
201 to 300 heads	\$710
301 to 500 heads	\$810
Over 500 heads	\$910 plus \$1 each
Hood and duct (type 1 w/o suppression)	\$275 per system
Hood and duct (type 1 w/suppression, 15 flow points or less)	\$375 per system
Hood and duct (type 1 w/suppression, 16-29 flow points)	\$410 per system
Hood and duct (type 1 w/suppression, 30 or more flow points)	\$430 per system
Hood suppression only, 15 flow points or less	\$225 per system
Hood suppression only, 16-29 flow points	\$275 per system
Hood suppression only, 30 or more flow points	\$325 per system
Hood and duct (type 2)	\$225 per system
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

(2) *Inspection Fees.*

Conveyor system	\$80 per level
Elevator	\$40 per elevator bank
Equipment (includes removal, installation, relocation)	\$40
Fence, interior	\$80
Fire alarm system	
Up to 5,000 sf	\$80

5,000 sf or greater	\$160
Fire pump test	\$160
Fire suppression system	
Carbon dioxide or clean agent system	
Up to 105 pounds	\$80
Dry chemical system	\$80
Standpipe or dedicated hydrant	\$80
Sprinkler system (dry, wet, pre-action, etc.)	
Residential	\$40
Up to 10 heads	\$80
11 to 19 heads (does not include Hydro test)	\$160
20 to 100 heads (includes hydro test)	\$240
101 to 200 heads (includes hydro test)	\$240
201 to 300 heads (includes hydro test)	\$240
301 to 500 heads (includes hydro test)	\$240
Over 500 heads (includes hydro test)	\$240
Hood and duct (type 1 w/o suppression)	\$80
Hood and duct (type 1 w/suppression, 15 flow points or less)	\$160
Hood and duct (type 1 w/suppression, 16-29 flow points)	\$160
Hood and duct (type 1 w/suppression, 30 or more flow points)	\$160 <small>[SM7][SM8]</small>
Hood suppression only, 15 flow points or less	\$80
Hood suppression only, 16-29 flow points	\$80
Hood suppression only, 30 or more flow points	\$80
Hood and duct (type 2)	\$80
HVAC equipment, new or replacement (boiler, furnace, heat pump, a/c, etc.)	\$40
HVAC system, new	\$80
Racking system (does not include sprinkler system)	
Less than 5.75 feet in height	No permit required
5.75 feet or greater	\$80
Solar panels, commercial	\$80
Solar panels, residential	\$40
Spray booth	\$80 per booth
Storage tank, fuel tank, propane tank	\$40
Swimming pool, commercial or public	\$40
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

SECTION 3: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 13, SECTIONS 6-13-4 AND 6-13-7 OF THE CAROL STREAM CODE OF ORDINANCES (FEES AND SECURITIES FOR CONSTRUCTION AND NEW DEVELOPMENT)

WHEREAS, the *Fees and Securities for Construction and New Development* were last updated in 2023; and

WHEREAS, Village staff has reviewed the *Fees and Securities for Construction and New Development* and determined that based upon the Village's costs for providing building permit plan review related to building permit plan review and inspections, certain fees should be revised; and

WHEREAS, Village staff is recommending revisions to certain building permit plan review and inspection fees; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to revise the building permit and inspection fees as set forth herein.

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 Carol Stream Code of Ordinances, Chapter 6, "Building, Construction and Maintenance Codes", Article 13, "Fees and Securities for Construction and New Development", Sections 6-13-4 and 6-13-7 are hereby amended and shall read as follows:

§ 6-13-4 BUILDING PERMIT AND INSPECTION FEES FOR COMMERCIAL, INDUSTRIAL, INSTITUTIONAL AND MULTIPLE-FAMILY RESIDENTIAL CONSTRUCTION.

(A) *Type D – new construction, additions, alterations and accessory structures.* All plan review and clerical fees shall be due and payable at the time an application for permit is submitted. The development services fee and inspection fees shall be due and payable at the time of issuance of a permit. Fees as specified in this section shall pertain to the following types of building permits:

- Accessory structure, miscellaneous ¹
- Building addition ¹
- Interior remodeling
- New principal building ¹
- Restoration

Work not listed herein but similar to one of the above, as directed by the building official

¹ Public Improvement Preservation Bond required unless waived by the building official. See §12-3-17.

(1) *Clerical fee* \$160.00

(2) *Plan review fees.* Plan review fees for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-4(A)(1), based on the types of reviews required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-4(A)(1) Commercial, Industrial, Institutional and Multiple-Family Residential Plan Review Fees Type D – New Construction, Additions, Alterations and Accessory Structures							
	Building	Zoning	Plumbing	Mechanical	Electrical	Energy	Accessibility	Fire Code, High Hazard and NFPA Reviews
Up to 60,000	\$380	\$80	\$115	\$115	\$190	\$220	\$115	See §6-13-7
60,001 to 80,000	\$470	\$80	\$118	\$118	\$235	\$235	\$118	
80,001 to 100,000	\$600	\$80	\$150	\$150	\$300	\$300	\$150	
100,001 to 150,000	\$690	\$80	\$173	\$173	\$345	\$345	\$173	
150,001 to 200,000	\$780	\$80	\$195	\$195	\$390	\$390	\$195	
Over 200,000	\$910 plus \$10 per each additional 10,000 c.f.	\$80	25% of Building Fee	25% of Building Fee	50% of Building Fee	50% of Building Fee	25% of Building Fee	

(3) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to non-responsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(4) *Development services fee.* The development services fee for commercial, industrial, institutional and multiple-family residential construction shall be based on the estimated valuation of the

cost of construction provided by the permit applicant. The fee shall be \$6.70 per \$1,000 of valuation, with a minimum fee of \$50. See § 6-13-5.

(5) *Inspection fees.* Inspection fees for commercial, industrial, institutional and multiple-family residential construction shall be in accordance with Table 6-13-4(A)(2), based on the types of inspections required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-4(A)(2) Commercial, Industrial, Institutional and Multiple-Family Residential Inspection Fees Type D – New Construction, Additions, Alterations and Accessory Structures							
	Building	Zoning	Plumbing	Mechanical	Electrical	Energy	Fire Code	Occupancy
Up to 60,000	\$420	\$80	\$240	\$100	\$180	\$100	See §6-13-7	\$80
60,001 to 80,000	\$525	\$100	\$300	\$125	\$225	\$125		\$100
80,001 to 100,000	\$630	\$120	\$360	\$150	\$270	\$150		\$120
100,001 to 150,000	\$735	\$140	\$420	\$175	\$315	\$175		\$140
150,001 to 200,000	\$840	\$160	\$480	\$200	\$360	\$200		\$160
Over 200,000	\$945	\$180	\$540	\$225	\$405	\$225		\$180

(6) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be \$80 per each, and payment shall be required at time of scheduling the inspection.

(7) *Supplemental fees.* If the scope of work includes work of the types listed in §6-13-4(B), and such work is not, in the judgment of the building official, a customary and ancillary part of the construction, then the fees for such work as listed in §6-13-4(B) shall be required, as applicable, in addition to those listed in this section.

(8) *Fire Prevention fees.* If the scope of work includes work regulated by the adopted Fire Code of the Village of Carol Stream, then the fees for plan review and inspection of such work as listed in §6-13-7(A) shall be required, as applicable, in addition to the fees listed in this section.

(9) *Water and sewer fees.* If connection to the Carol Stream water distribution system and/or sanitary sewer system is required, fees shall be in accordance with §6-13-8.

(10) *Engineering fees and securities.* If engineering plans are required, fees shall be in accordance with §6-13-9. A Public Improvement Preservation Bond, if required, shall be in accordance with §12-3-17.

(11) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village's building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

(B) *Type E – miscellaneous commercial industrial, institutional and multiple-family residential.* All plan review, clerical and inspection fees are included in the fees as listed in this section, below. The development services fee shall be as prescribed in §6-13-4(B)(2). All fees for miscellaneous commercial industrial, institutional and multiple-family residential construction shall be due and payable at the time an application for permit is submitted.

(1) *Plan review, clerical and inspection fees.*

Accessory structure, minor ²	\$200
Construction and sales trailers, temporary	\$200
Conveyor system ¹	\$240 per level
Demolition, major ²	\$540
Demolition, minor, nonstructural or emergency	\$80
Driveway (per each) ²	\$120
Electrical, major (includes service upgrade)	\$240
Electrical, minor (includes fixture replacement)	\$160
Elevator ¹	\$600 per elevator bank
Equipment (includes removal, installation, relocation) ¹	\$140 plus \$20 per additional piece plus \$80 for Special Permit process
Fence, exterior (includes trash enclosure)	\$200
Fence, interior	\$120
Fire alarm system ¹	\$80
Fire pump test, Hydrostatic test, ¹	\$40
Fire suppression system ¹	\$80
Flagpole	\$120
Foundation (preliminary work for a principal project)	\$480
Furniture panels, with electrical work	\$120
Hood and duct (type 1 w/o suppression) ¹	\$80
Hood suppression only, 15 flow points or less ¹	\$80
Hood suppression only, 16-29 flow points ¹	\$80
Hood suppression only, 30 or more flow points ¹	\$80
Hood and duct (type 2) ¹	\$80
HVAC equipment, new or replacement (boiler, furnace, heat pump, a/c, etc.) ¹	\$140 plus \$20 per additional unit
HVAC system, new ¹	\$240
Lawn irrigation system	\$160
Low voltage wiring	\$120
Mechanical	\$120
Parking lot maintenance (sealcoating and striping)	\$120
Parking lot patching, overlay, expansion or reconstruction ²	\$120
Parking lot, temporary ²	\$120
Patio, floor, slab, or stoop (per each) ²	\$120
Plumbing	\$300
Racking system (does not include sprinkler system) ¹	

Less than 5.75 feet in height	No permit required
5.75 feet or greater	\$320
Roofing and siding	\$160
Security alarm system	No permit required
Sidewalk ²	\$120
Sign, face change	\$40 plus \$10 per additional sign of the same type
Sign, permanent, no electrical	
Ground	\$120 plus \$20 per additional sign of the same type
Wall	\$80 plus \$20 per additional sign of the same type
Sign, permanent with electrical	
Ground	\$160 plus \$20 per additional sign of the same type
Wall	\$120 plus \$20 per additional sign of the same type
Sign, temporary	\$40 plus \$10 per additional sign of the same type
Sign, temporary, special event	\$40 plus \$10 per additional sign of the same type
Solar panels, commercial ¹	\$320
Spray booth ¹	\$480 per booth
Storage tank, fuel tank, propane tank ¹	\$140 plus \$20 per additional piece
Structural modification, minor ²	\$200
Swimming pool, commercial or public ^{1,2}	\$700
Tent, temporary	\$160
Utility service connection or repair ^{2,3}	\$200
Window and doors	\$160
Wireless communications dish/antenna/tower ⁴	\$300 plus \$100 per each additional review
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

¹ Fire Prevention Plan Review and Inspection fees required. See § 6-13-7(B).

² Engineering fees and/or securities required unless waived by the building official. See § 6-13-9 and § 12-3-17.

³ Water and sewer fees required. See § 6-13-8.

⁴ Water Tower Plan Review and Inspection fees required. See §6-13-6(A).

(2) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to non-responsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(3) *Development services fee.* The development services fee for miscellaneous commercial, industrial, institutional and multiple-family residential construction shall be based on the estimated valuation of the cost of construction provided by the permit applicant. The fee shall be \$6.70 per \$1,000 of valuation, with a minimum fee of \$50. See §6-13-5.

(4) *Fees for additional inspections.* Inspection fees for miscellaneous commercial industrial, institutional and multiple-family residential permits are based on up to two of each type of required inspection. Additional inspections shall be compensated at \$80 per each, and such payment shall be required at time of scheduling the inspection.

(5) *Expedited review fee.* Expedited review is offered for permits for which the plan review is conducted solely by the Village’s building codes consultant. The fee for expedited review shall be in accordance with §6-13-6(B).

§ 6-13-7 FIRE PREVENTION FEES.

Fees for plan review and inspection of commercial, industrial, institutional and multiple-family residential construction in accordance with the requirements of the adopted Fire Code of the Village of Carol Stream shall be as prescribed herein.

(A) *Type D – New construction, additions, alterations and accessory structures.* All fees for fire prevention plan review shall be as prescribed in this section, shall be required in addition to the fees given in Tables 6-13-4(A)(1) and 6-13-4(A)(2), and shall be due and payable at the time an application for permit is submitted. Fees as specified in this section shall pertain to the following types of building permits:

- Accessory structure, miscellaneous
- Building addition
- Interior remodeling
- New principal building
- Restoration
- Work not listed herein but similar to one of the above, as directed by the building official.

(1) *Plan review fees.* Fees for fire prevention plan review for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-7(A)(1), based on the types of reviews required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-7(A)(1) Fire Prevention Plan Review Fees Type D – New Construction, Additions, Alterations and Accessory Structures		
	Fire Code	High Hazard	NFPA
Up to 60,000	\$220	\$570	\$320
60,001 to 80,000	\$235	\$705	\$320
80,001 to 100,000	\$300	\$900	\$320
100,001 to 150,000	\$345	\$1,035	\$320
150,001 to 200,000	\$390	\$1,170	\$320

Over 200,000	50% of Building Fee	150% of Building Fee	25% of Building Fee (Min. \$320)
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(2) *Fees for additional reviews.* Review fees are based on up to two review cycles. If additional review is required, and if it is determined by the building official that the need for additional review is owing to non-responsiveness to review comments on the part of the permit applicant, then an additional plan review fee in the amount of 25% of the total initial plan review fees shall be charged for each additional review cycle, and payment shall be required at time of resubmittal for review.

(3) *Inspection Fees.* Fire prevention inspection fees for commercial, industrial, institutional and multiple-family residential new construction, additions, alterations and accessory structures shall be in accordance with Table 6-13-7(A)(2), based on the types of inspections required.

Volume of Building or Work Area (cubic ft.)	Table 6-13-7(A)(2) Fire Prevention Inspection Fees Type D – New Construction, Additions, Alterations and Accessory Structures		
	Fire Code	High Hazard	Final Occupancy
Up to 60,000	\$80	\$80	\$80
60,001 to 80,000	\$100	\$100	\$100
80,001 to 100,000	\$120	\$120	\$120
100,001 to 150,000	\$140	\$140	\$140
150,001 to 200,000	\$160	\$160	\$160
Over 200,000	\$180	\$180	\$180

(4) *Fees for additional inspections.* Inspection fees are based on up to two of each type of required inspection. The fees for additional inspections shall be \$80 per each, and payment shall be required at time of scheduling the inspection.

(5) *Supplemental fees.* If the scope of work includes work of the types listed in § 6-13-7(B), and such work is not, in the judgment of the building official, a customary and ancillary part of the construction, then the fees for such work as listed in § 6-13-4(B) shall be required, as applicable, in addition to those listed in this section.

(B) *Type E – Miscellaneous commercial industrial, institutional and multiple-family residential.* All fees for fire prevention plan review and inspection shall be as prescribed in this section, and shall be required in addition to the fees given in § 6-13-4(B).

(1) *Plan Review Fees.*

Fire alarm system	
Up to 5,000 sf	\$200
5,000 sf or greater	\$0.02 per square foot

	(\$270 minimum)
Fire suppression system	
Carbon dioxide or clean agent system	
Up to 105 pounds	\$180
	\$1.50 per each additional pound
Dry chemical system	\$420 plus alarm fees
Standpipe or hydrant	\$25/valve (\$300 min)
Sprinkler system (dry, wet, pre-action, etc.)	
Technical submittal (required for all)	\$125 for initial design area
Up to 10 heads	\$180
11 to 19 heads	\$240
20 to 100 heads	\$460
101 to 200 heads	\$580
201 to 300 heads	\$710
301 to 500 heads	\$810
Over 500 heads	\$910 plus \$1 each
Hood and duct (type 1 w/o suppression)	\$275 per system
Hood suppression only, 15 flow points or less	\$225 per system
Hood suppression only, 16-29 flow points	\$275 per system
Hood suppression only, 30 or more flow points	\$325 per system
Hood and duct (type 2)	\$225 per system
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

(2) Inspection Fees.

Conveyor system	\$80 per level
Elevator	\$40 per elevator bank
Equipment (includes removal, installation, relocation)	\$40
Fence, interior	\$80
Fire alarm system	
Up to 5,000 sf	\$80
5,000 sf or greater	\$160
Fire pump test	\$160
Fire suppression system	
Carbon dioxide or clean agent system	
Up to 105 pounds	\$80
Dry chemical system	\$80
Standpipe or dedicated hydrant	\$80
Sprinkler system (dry, wet, pre-action, etc.)	
Residential	\$40
Up to 10 heads	\$80
11 to 19 heads (does not include Hydro test)	\$160
20 to 100 heads (includes hydro test)	\$240
101 to 200 heads (includes hydro test)	\$240
201 to 300 heads (includes hydro test)	\$240
301 to 500 heads (includes hydro test)	\$240

Over 500 heads (includes hydro test)	\$240
Hood and duct (type 1 w/o suppression)	\$80
Hood suppression only, 15 flow points or less	\$80
Hood suppression only, 16-29 flow points	\$80
Hood suppression only, 30 or more flow points	\$80
Hood and duct (type 2)	\$80
HVAC equipment, new or replacement (boiler, furnace, heat pump, a/c, etc.)	\$40
HVAC system, new	\$80
Racking system (does not include sprinkler system)	
Less than 5.75 feet in height	No permit required
5.75 feet or greater	\$80
Solar panels, commercial	\$80
Solar panels, residential	\$40
Spray booth	\$80 per booth
Storage tank, fuel tank, propane tank	\$40
Swimming pool, commercial or public	\$40
Work not listed herein, but similar to one of the above, as directed by the building official	As determined by the building official

SECTION 3: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage, approval and publication, as provided by law.

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2024.


Mayor

ATTEST:

Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: March 28, 2024

RE: **Agenda Item for the April 1, 2024 Village Board Meeting – Annexation of 1475 W. Lies Road (*Bridge Street Properties, LLC/Villas of Fair Oaks*)**

PURPOSE

This memorandum provides information regarding the requested Annexation of the nine-acre property at the northeast corner of Fair Oaks Road and Lies Road, proposed to be developed with the 32-unit Villas of Fair Oaks duplex neighborhood.

BACKGROUND

At the December 18, 2023 meeting, the Village Board held a public hearing and then adopted Ordinance 2023-12-61, which approved the Annexation Agreement with Bridge Street Properties, LLC, and Pulte Home Company, LLC, for the property at the northeast corner of Fair Oaks Road and Lies Road. Because Bridge Street Properties did not yet own the property, the Village Board took no action on ordinances annexing, zoning or approving the Special Use Permit for Planned Development for the property. Per the approved Annexation Agreement, Bridge Street Properties has 180 days from the date of approval of the Agreement to close on the property and provide the Village with the recorded deed and a Petition for Annexation, upon receipt of which, it would be appropriate for the Village Board to act on the aforementioned ordinances.

DISCUSSION

Bridge Street Properties closed on the property on March 27, 2024, and has provided staff with the recorded deed, so it is now appropriate for the Village Board to act on the various ordinances for the property contained in the April 1, 2024 agenda packet. Attached to this memo is the Ordinance annexing the property, the Petition for Annexation, and the Plat of Annexation. With respect to the status of the project, the applicant is working to address final engineering comments and hopes to receive approval of a Land Improvement Permit from the Engineering Services Department soon so that they can begin work on the property.

RECOMMENDATION

Staff recommends that the Village Board adopt the Ordinance annexing the property.

DTB:db

ORDINANCE NO. 2024-04-___

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS
1475 W. LIES ROAD
PIN 01-23-402-016**

WHEREAS, John McHale, President of Bridge Street Properties, LLC, hereinafter referred to as the Owner of the real property (the “Property”) legally described in Section 2 of this Ordinance and commonly known as 1475 W. Lies Road, Carol Stream, Illinois, duly executed and filed with the Village Clerk a Petition to Annex said territory to the Village of Carol Stream; and

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

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

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

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

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

SECTION 1:

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

SECTION 2:

That the Property, legally described below, be and the same is hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4,
EXCEPT THE EAST 10 ACRES THEREOF AND EXCEPT FAIR OAKS
ROAD AND LIES ROAD, OF SECTION 23, TOWNSHIP 40 NORTH,
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-23-402-016

Common Address: 1475 W. Lies Road, Carol Stream, Illinois 60188

SECTION 3:

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

SECTION 4:

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

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on April 1, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this 1st day of April, 2024.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Julia Schwarze, Village Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

PETITION FOR ANNEXATION

TO: Village Mayor and Village Board
Village of Carol Stream
DuPage County, Illinois

THE PETITIONER Bridge Street Properties, LLC, an Illinois limited liability company as the owner of the approximately 9 acres located on the northeast corner of Lies Road and Fair Oaks Road, DuPage County, Illinois, which property is legally described on **Exhibit A**, attached hereto and made a part hereof (the "Property"), hereby requests that the Village of Carol Stream (the "Village") take the necessary and appropriate action, pursuant to state and local law, to annex the Property to the Village subject to the terms of a mutually agreeable annexation agreement.

In support of this Petition for Annexation, the undersigned hereby swears to the following under oath and penalty of perjury:

1. The Petitioner is the owner of the Property; and
2. The Property is unincorporated and is not presently located in the jurisdiction of any other municipality; and
3. The Property is contiguous to the Village of Carol Stream; and
4. There are no electors residing on the Property.

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

EXHIBIT A
LEGAL DESCRIPTION

THE SOUTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, EXCEPT THE EAST 10 ACRES THEREOF AND EXCEPT FAIR OAKS ROAD AND LIES ROAD, OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

PIN: 01-23-402-016

OWNER/PETITIONER
Bridge Street Properties, LLC, an Illinois
limited liability company

By: *John R. McHale*
Name: John R. McHale
Its: Manager

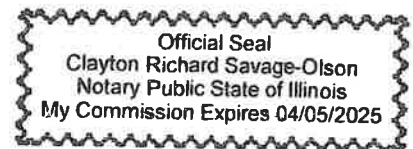
STATE OF ILLINOIS)
) SS.
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY THAT John McHale, personally known to me to be the
same person whose name is subscribed to the foregoing document, appeared before me this day
in person and acknowledged to me that, as the Manager, of
Bridge Street Properties, LLC, he was duly authorized and signed and
delivered the foregoing document as his free and voluntary act by and on behalf of aforesaid
LLC for the uses and purpose therein set forth.

Given under my hand and Notarial Seal as of this 25 day of March, 2024.

Clayton Richard Savage-Olson
Notary Public

My Commission expires: 04/05/2025



PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS IS TO CERTIFY THAT Bridge Street Properties, LLC
OF THE OWNERS OF THE PROPERTY DESCRIBED ABOVE AND AS SUCH OWNER, HAS
CAUSED THE SAME TO BE ANNEXED AS SHOWN HEREON, FOR THE VILLAGE AND
PURPOSES THEREIN SET FORTH AND AS ALLOPED AND PROVIDED BY STATUTE, AND
SAID OWNER, DOES HEREBY RECONVEY AND ASSIGN THE SAME UNDER THE
SAID AND TITLE AFORESAID.
DATED AT NAPERVILLE, ILLINOIS, THIS 27 DAY OF MARCH, 2024.
BY: [Signature] ATTEST: [Signature]
TITLE: Manager TITLE: Individual
PRINCIPAL TITLE: PRINCIPAL TITLE:

ANNEXATION DESCRIPTION:
THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST
1/4, EXCEPT THE EAST 10 ACRES THEREOF, ALONG WITH THE
AREA OF FAIR CARS ROAD LYING WEST OF AND ADJACENT AND
CONTIGUOUS TO THE SOUTH 1/2 OF SAID SOUTHWEST QUARTER
AND EQUALLY LIES ROAD OF SECTION 25, TOWNSHIP 43 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE
COUNTY, ILLINOIS.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
I, Clayton R. Savage, Esq., a Notary Public in and for the said County
of the State aforesaid, do hereby certify that: John M. Hale
Manager and Michael Day Individual
OF SAID OWNER, WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAID PERSONS
WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SUCH
Manager and Individual RESPECTFULLY APPEARED
BEFORE ME THIS DAY IN PERSON AND ADMITTED AND ACKNOWLEDGED THAT THEY
GAVE AND DELIVERED THE SAID INSTRUMENT AS FREELY, VOLUNTARILY AND
AND AS THE FREE AND VOLUNTARY ACT OF SAID OWNER FOR THE USES AND PURPOSES
THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL
THIS 27 DAY OF March, 2024
Clayton R. Savage, Esq.
Notary Public, State of Illinois
My Commission Expires on 04 / 05 / 2025

VILLAGE BOARD CERTIFICATE

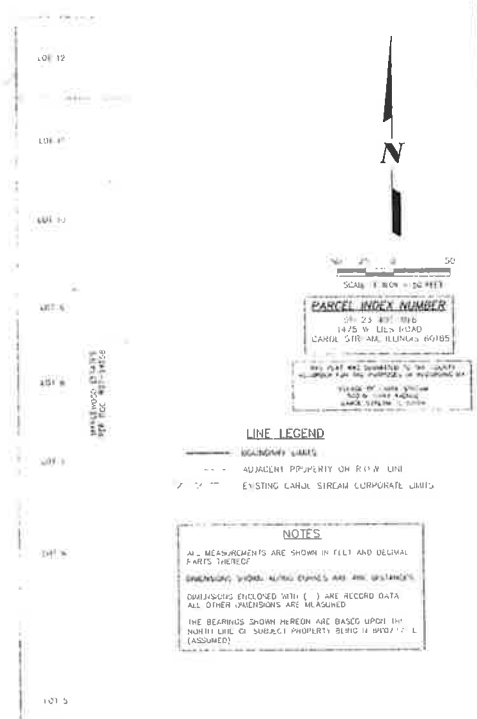
STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THE APPLICANT HAS BEEN GRANTED AS REPRESENTATIVE OF THE PROPERTY
INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM
PURSUANT TO THE ORDINANCES AND THE PROVISIONS OF THE VILLAGE CHARTER
AND ORDINANCES HEREIN HEREBY RECONVEYED INTO AND MADE PART OF
THE VILLAGE OF CAROL STREAM, ILLINOIS AND SAID INCORPORATION
DATED THIS _____ DAY OF _____, 20____.
ATTEST: _____ VILLAGE CLERK _____ MAYOR _____

DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS PLAT HAS BEEN FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY,
ILLINOIS, ON THE _____ DAY OF _____, A.D., 2024, AT
O'CLOCK _____ M AS DOCUMENT NUMBER _____
COUNTY RECORDER

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS
THIS IS TO CERTIFY THAT JEFFREY W. PARSON, AN EGRESS PROFESSIONAL
LAND SURVEYOR, HAS BEEN PERMITTED FOR THE PURPOSE OF ANNEXATION TO THE
CITY OF WEST CHICAGO, ILLINOIS, THE PROPERTY SHOWN AND DESCRIBED ON
THE APPLIED PLAT, WHICH TO THE BEST OF OUR KNOWLEDGE AND BELIEF IS
A CORRECT REPRESENTATION THEREOF.
GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2024.
[Signature]
JEFFREY W. PARSON
EGRESS PROFESSIONAL LAND SURVEYOR NO. 3483
MY REGISTRATION EXPIRES ON NOVEMBER 20, 2024
PROFESSIONAL DESIGN FIRM LICENSE NUMBER: IRL-0029137
CHICAGO, ILLINOIS, 2025



LINE LEGEND
--- BOUNDARY LINES
--- ADJACENT PROPERTY ON R.V. W. LINE
--- EXISTING CAROL STREAM CORPORATE LIMITS

NOTES
ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL
PARTS THEREOF.
BOUNDARY LINES, BEARING, DISTANCES AND PERPENDICULARS
ENCLOSED WITHIN () ARE RECORD DATA.
ALL OTHER DIMENSIONS ARE MEASURED.
THE BEARINGS SHOWN HEREON ARE BASED UPON THE
NORTH LINE OF SAID PROPERTY BEING 0° 00' 00" L
(ASSUMED).

PREPARED FOR
BRIDGE STREET PROPERTIES
P.O. BOX 5726
NAPERVILLE, IL 60567

PREPARED BY
CEMCON, Ltd.
Engineering, Planning, Surveying & Construction
2260 White Oak Circle, Suite 103, Aurora, IL 60502-9679
TEL: 630.864.2100 FAX: 630.864.2108
E-Mail: info@cemcon.com Website: www.cemcon.com
DISC NO: 847014 FILE NAME: ANNEX
DRAWN BY: AJO FIG. BK / PC NO: E23137-13
COMPLETION DATE: 03-11-23 JOB NO: 847/014
CHECKED BY: JMM 03-29-24
REVISED #1: 03-29-24 ADD ADJACENT CORPORATE LIMITS
REVISED #2: 03-29-24 ADD PERPENDICULARS TO CORNER
CEMCON, LTD. 2260 WHITE OAK CIRCLE, SUITE 103, AURORA, ILLINOIS 60502-9679

ORDINANCE NO. 2024-____-____
AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO ZONE PROPERTY TO THE R-4 MULTI-UNIT RESIDENCE DISTRICT UPON
ANNEXATION
(BRIDGE STREET PROPERTIES, LLC – VILLAS OF FAIR OAKS, 1475 W LIES.
ROAD)

WHEREAS, John McHale, President of Bridge Street Properties, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to zone the Property at 1475 W. Lies Road, West Chicago, IL, 60185, to the R-4 Multi-Unit Residence District upon annexation to the Village of Carol Stream; 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 November 13, 2023, following proper legal notice of said public hearings, after which the Commission voted to recommend to the Mayor and Board of Trustees of the Village that the Zoning Map Amendment be approved; and

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

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

SECTION 1: The approximately 9-acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to zone the Property to the R-4 Multi-Unit Residence District upon annexation to the Village of Carol Stream.

LEGAL DESCRIPTION OF THE PROPERTY:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, EXCEPT THE EAST 10 ACRES THEREOF AND EXCEPT FAIR OAKS ROAD AND LIES ROAD, OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-23-402-016

Common Address: 1475 W. Lies Road, West Chicago, IL, 60185

PASSED AND APPROVED THIS 1st OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLANNED DEVELOPMENT (BRIDGE STREET PROPERTIES, LLC – VILLAS OF FAIR OAKS, 1475 W. LIES ROAD)

WHEREAS, John McHale, President of Bridge Street Properties, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Planned Development, as provided in Section 16-7-3 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 1475 W. Lies Road, West Chicago, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on November 13, 2023, following proper legal notice of said public hearings, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit be approved; and

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

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

SECTION 1:

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

1. Comprehensive plan. The planned development shall conform with the general planning policies of the village as set forth in the Comprehensive Plan. *It is believed the proposed single-unit attached residential development will abide by directives found in the Comprehensive Plan for the subject property.*
2. Public welfare. The planned development shall be designed, located, and proposed to be operated and maintained such that it will not impair an adequate supply of light and air to adjacent property and will not substantially increase the danger of fire or otherwise endanger the public health, safety, and welfare. *The proposed development has been designed to provide safe traffic flow and suitable stormwater design, and should not negatively affect adjacent properties.*
3. Impact on other property. The planned development shall not be injurious to the use or enjoyment of other property in the neighborhood for the purposes permitted in the district, shall not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the zoning district, shall not be inconsistent with the community character of the neighborhood, shall not alter the essential character of the neighborhood and shall be consistent with

the goals, objectives, and policies set forth in the Comprehensive Plan, and shall not substantially diminish or impair property values within the neighborhood, or be incompatible with other property in the immediate vicinity. *The proposed development is consistent with the goals, objectives, and policies in the Comprehensive Plan, and the single-unit attached residential product should be compatible with surrounding neighborhoods in Carol Stream from a density and development perspective.*

4. Impact on public facilities and resources. The planned development shall be designed such that adequate utilities, road access, drainage, and other necessary facilities will be provided to serve it. The planned development shall include such impact donations as required by this UDO. *The development has been designed to provide adequate utilities, road access, drainage, and other necessary facilities, and should not have a negative impact on surrounding properties from a traffic or drainage perspective.*
5. Archaeological, historical or cultural impact. The planned development shall not substantially adversely impact a known archaeological, historical, or cultural resource located on or off the parcel(s) proposed for development. *It is not believed the proposed development shall substantially adversely impact a known archaeological, historical, or cultural resource located on the subject property.*
6. Parking and traffic. The planned development shall have or make adequate provision to provide necessary parking and ingress and egress to the proposed use in a manner that minimizes traffic congestion in the public streets and provides adequate access for emergency vehicles. *The proposed development will exceed Village parking requirements, and on-street parking will also be allowed in the development. Likewise, there should be a negligible impact on traffic along Fair Oaks Road and Lies Road given the number of duplex units proposed.*
7. Adequate buffering. The planned development shall have adequate landscaping, public open space, and other buffering features to protect uses within the development and surrounding properties. *Landscaping is proposed along the Fair Oaks Road and Lies Road frontages, at entrances to the development, along the development's roadway system in the form of parkway trees, along the front building foundations of all duplex buildings, and around the proposed detention basin. All proposed landscaping treatments will enhance the development, and provide for an attractive neighborhood. In addition, excluding the two corner lots in the development, all other lots will meet front, exterior side, and rear yard building setback requirements.*
8. Performance. The applicant shall demonstrate a successful history of having completed one or more recent projects of comparable value and complexity to provide the village with reasonable assurance that, if authorized, the planned development can be completed according to schedule as proposed. *The applicant has provided information on other developments in their portfolio, and is collaborating with Pulte Homes, a nationally known homebuilder, to construct the duplex development.*

9. Signs. Any sign on the site of the planned development shall be in conformity with or shall satisfy the standards of review for variations as detailed in Article 16-8 of the UDO. *Proposed entrance signage has been tastefully designed, and meets requirements set forth in the Unified Development Ordinance.*

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to Bridge Street Properties, LLC, subject to the conditions set forth in Section 3, upon the real estate commonly known as 1475 W. Lies Road, West Chicago, Illinois, and legally described as follows:

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, EXCEPT THE EAST 10 ACRES THEREOF AND EXCEPT FAIR OAKS ROAD AND LIES ROAD, OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That all improvements, including but limited to the building and landscaping, must be built, installed, and maintained in accordance with the attached plans and exhibits; however, the applicant acknowledges that revisions to the plans may be necessary as determined during final engineering review, which may result in additional design and construction costs;
2. That the landscape materials must be installed as shown on the attached landscape plan and that all materials shall be maintained in a healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis; and
3. That the site must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Planned Development Plan (Exhibit A, received by the Community Development Department October 19, 2023), prepared by Cemcon Ltd., 2280 White Oak Circle, Suite 100, Aurora, IL, 60502-9675.

2. Planned Engineering Plan (Exhibit B, received by the Community Development Department October 19, 2023), prepared by Cemcon Ltd., 2280 White Oak Circle, Suite 100, Aurora, IL, 60502-9675.
3. Preliminary Landscape Plans (Exhibits C-1 through C-4, received by the Community Development Department October 19, 2023), prepared by Gary R. Weber Associates, Inc., 402 W. Liberty Drive, Wheaton, IL 60187.
4. Proposed Elevations and Floor Plans (Exhibits D-1 through D-16, received by the Community Development Department November 20, 2023).
5. Proposed Signage Plan (Exhibit E, received by the Community Development Department November 9, 2023).

SECTION 5:

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

SECTION 6:

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

PASSED AND APPROVED THIS 1st OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

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

Date

Owner/Party In Interest



LOCATION MAP

LOT AREA TABLE			
LOT NO	AREA (S.F.) (Ac.)	LOT NO	AREA (S.F.) (Ac.)
1	5,940	17	6,670
2	5,940	18	6,035
3	5,940	19	5,940
4	5,940	20	5,940
5	5,940	21	5,940
6	5,940	22	5,940
7	5,940	23	5,940
8	5,940	24	5,940
9	5,853	25	5,940
10	9,854	26	5,940
11	12,501	27	5,940
12	10,133	28	5,940
13	8,072	29	5,940
14	7,893	30	5,940
15	7,612	31	5,940
16	8,088	32	7,002
OUTLOT 1	83,860	1.93	
OUTLOT 2	24,358	0.56	
OUTLOT 3	5,174	0.12	

SITE DATA			
A. TOTAL AREA	9.19 AC ±	100%	
B. EXTERNAL R.O.W.	0.25 AC ±	2.72%	
C. INTERNAL R.O.W.	1.42 AC ±	15.45%	
D. STORMWATER MANAGEMENT/ OPEN SPACE	2.61 AC ±	28.40%	
F. NET RESIDENTIAL	4.91 AC ±	53.43%	
G. NO. OF UNITS	32		
H. MINIMUM LOT SIZE	5,653 S.F.		
I. MAXIMUM LOT SIZE	12,601 S.F.		
J. AVERAGE LOT SIZE	6,698 S.F.		
K. MODIFIED GROSS DENSITY (G/A-B)	3.58 DU/AC		
L. REQUIRED PARKING (2 PER UNIT)	64		
M. PROVIDED DRIVEWAY PARKING	64		
O. ON STREET GUEST PARKING PROVIDED	3		
P. TOTAL PARKING PROVIDED	67		
Q. LOT AREA COVERAGE	40 %		
R. HEIGHT OF BUILDINGS	28 FT.		
EXISTING ZONING:	AGRICULTURE R-4 PUD		
PROPOSED ZONING:	25 FT. (VARIANCE)		
FRONT SETBACK:	15 FT. (VARIANCE)		
EXTERIOR SIDE SETBACK:	7.5 FT.		
INTERIOR SIDE SETBACK:	30 FT.		
REAR YARD SETBACK:	5,545 S.F. (VARIANCE)		
MIN. LOT AREA:	41.1 FT. (VARIANCE)		
MIN. LOT WIDTH AT SETBACK:			

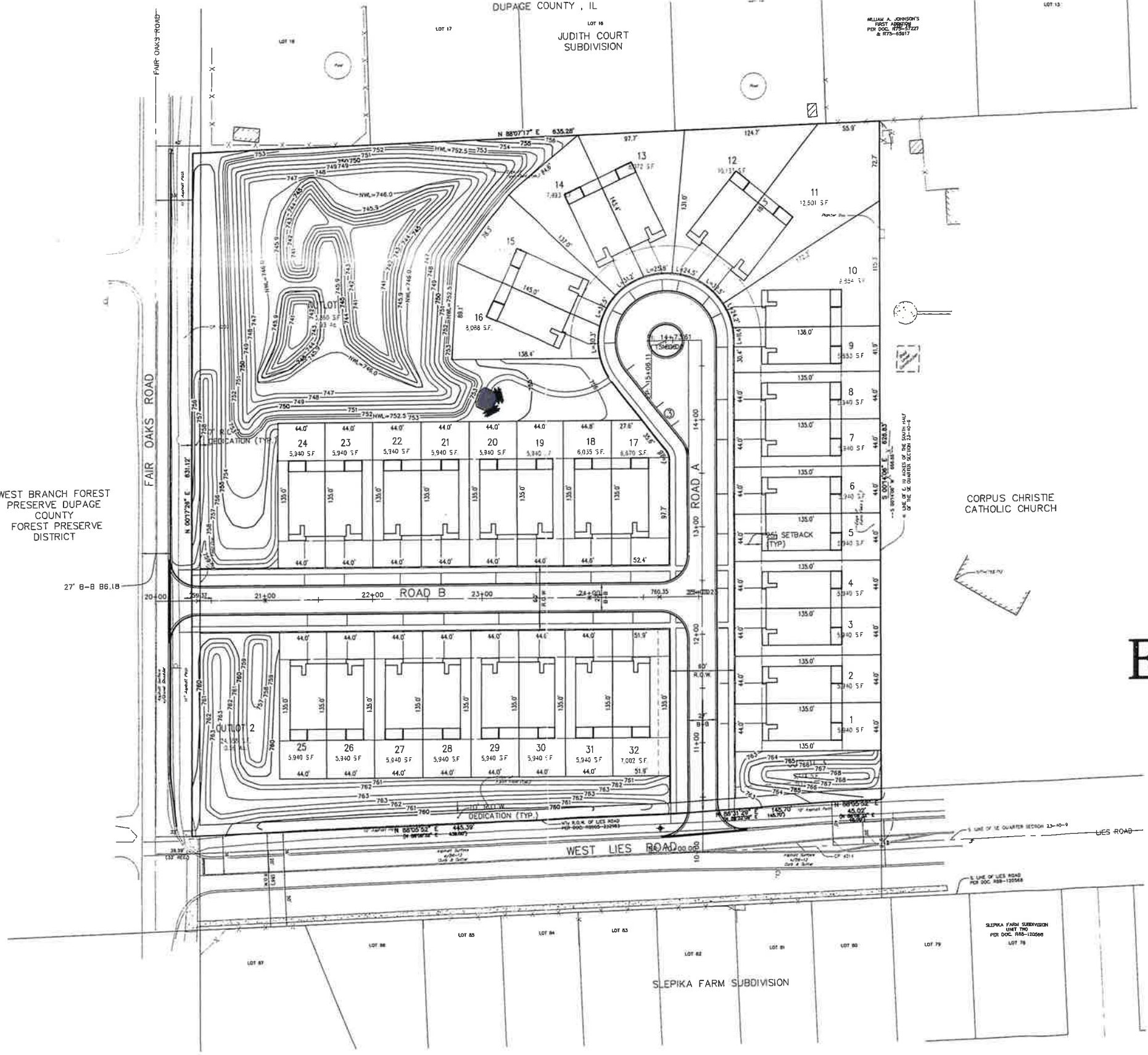
NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON NOVEMBER 3, 2022.

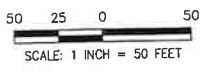
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

PLANNED DEVELOPMENT PLAN FOR THE VILLAS OF FAIR OAKS

PART OF THE SOUTHEAST QUARTER
SECTION 23-40-9
DUPAGE COUNTY, IL



RECEIVED
OCT 19 2023
COMMUNITY DEVELOPMENT
DEPT



LINE LEGEND	
	SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
	LOT LINE/PROPERTY LINE (Solid Line)
	EXISTING CORPORATE LIMITS OF THE CITY OF NAPERVILLE (Heavy Dashed Line)
	BUILDING LINE (Long Dashed Lines)
	EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
	CENTERLINE (Single Dashed Lines)
	QUARTER SECTION LINE (Double Dashed Lines)
	SECTION LINE (Triple Dashed Lines)
	APPROX. SCALED LIMITS OF ZONE A AS SHOWN ON WILL COUNTY FIRM.
	SECTION CORNER OR QUARTER SECTION CORNER

Exhibit A

PREPARED FOR:
BRIDGE STREET PROPERTIES
P.O. BOX 5726
NAPERVILLE, ILLINOIS 60567

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO: 847014 FILE NAME: PRECOVER
DRAWN BY: KMS FLD. BK. / PG. NO:
COMPLETION DATE: 05-12-23 JOB NO.: 847.014
XREF: TOPO PROJECT MANAGER: MAM
REV: 05-24-23/KMS, 07-03-23/KMS
REV: 08-04-23/MAM, 09-14-23/MAM, 10-17-23/MAM

PRELIMINARY ENGINEERING PLAN

FOR
THE VILLAS OF FAIR OAKS

PART OF THE SOUTHEAST QUARTER
SECTION 23-40-9
DUPAGE COUNTY, IL

RECEIVED
OCT 19 2023
COMMUNITY DEVELOPMENT
DEPT

50 25 0 50
SCALE: 1 INCH = 50 FEET



LOCATION MAP

STORMWATER MANAGEMENT FACILITY NO. 1
NWL = 746.0
DESIGN HWL = 752.5
STORAGE REQUIRED = 5.53 AC.-FT.
STORAGE PROVIDED = 6.20 AC.-FT.
WETLAND FACILITY

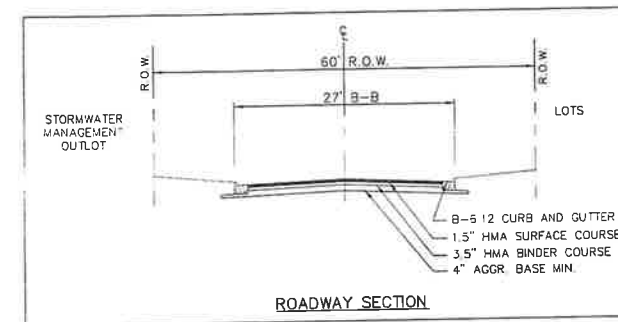
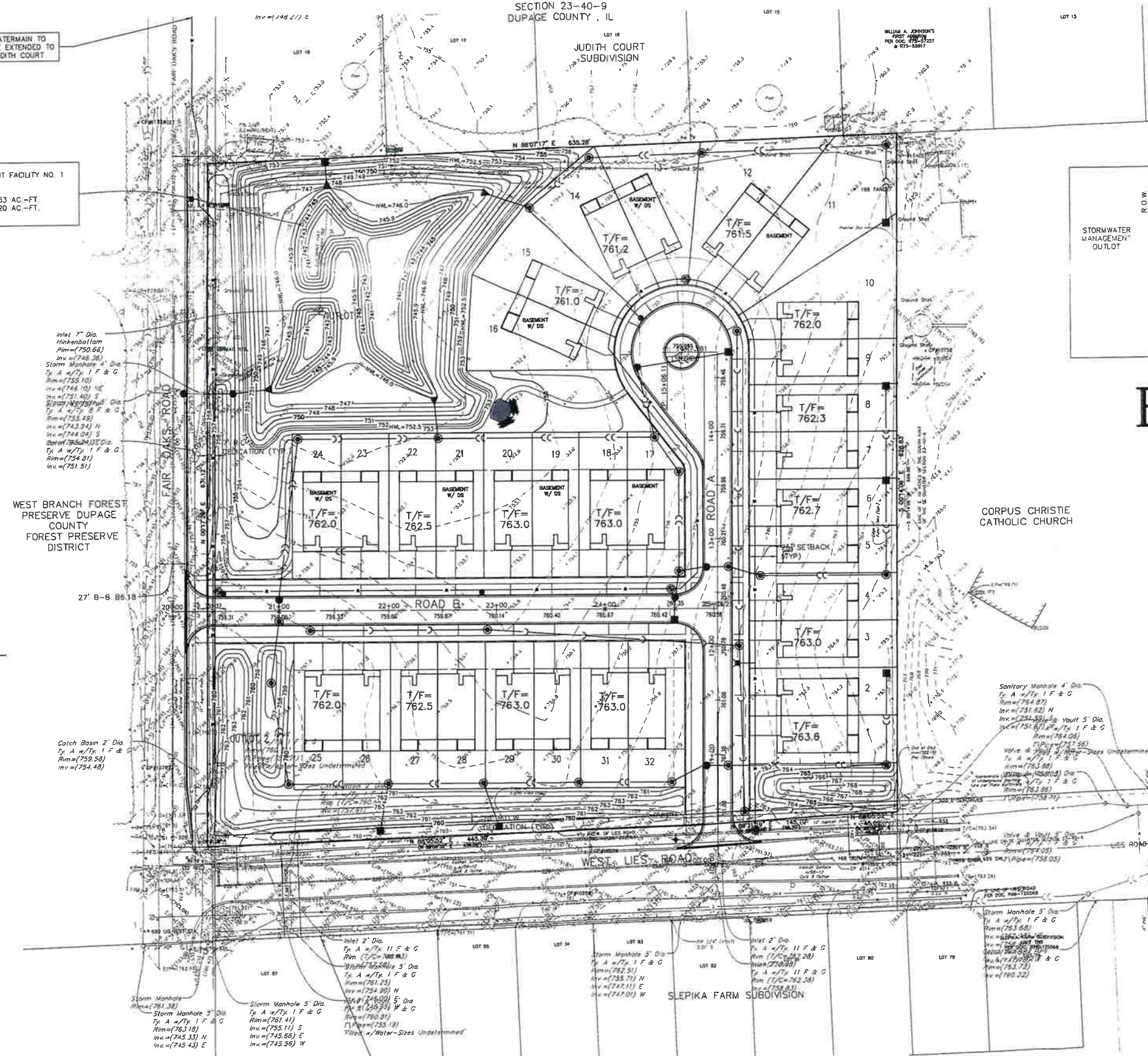


Exhibit B

NOTE: ALL SANITARY SEWER SHALL BE 8 INCH DIA. UNLESS OTHERWISE NOTED.
ALL SANITARY SERVICES SHALL BE 8 INCH DIA. PVC SDR 26.
ALL WATERMAIN SHALL BE 8 INCH DIA. UNLESS OTHERWISE NOTED.
ALL WATER SERVICES SHALL BE 1.5 INCH DIA. COPPER TYPE K.



LEGEND

EXISTING	PROPOSED	DESCRIPTION
		MANHOLE
		CATCH BASIN
		INLET
		CLEANOUT
		SLOPE INLET BOX
		HEADWALL
		END SECTION
		STORM SEWER
		SANITARY SEWER
		SANITARY FORCEMAIN
		WATERMAIN
		VALVE & BOX
		WATER VALVE IN VAULT
		FIRE HYDRANT
		CONTOURS
		ELEVATIONS
		STREET LIGHT (100 WATT W/26' HEIGHT, 8' MAST)
		OVERFLOW ROUTE

PREPARED FOR:
BRIDGE STREET PROPERTIES
P.O. BOX 5726
NAPERVILLE, ILLINOIS 60567

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 847014 FILE NAME: PREOVER
DRAWN BY: KMS FLD. BK. / PG. NO.:
COMPLETION DATE: 02-02-23 JOB NO.: 847.014
XREF: TOPO PROJECT MANAGER: MAM
REV: 05-12-23/KMS, 05-24-23/KMS, 07-03-23/KMS
REV: 08-04-23/MAM, 09-14-23/MAM, 10-17-23/MAM

Preliminary Landscape Plan

VILLAS OF FAIR OAKS

Carol Stream, Illinois

September 15, 2023

RECEIVED
OCT 19 2023
COMMUNITY DEVELOPMENT
DEPT

CONSULTANTS:



LANDSCAPE ARCHITECT
GARY R. WEBER ASSOCIATES, INC
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187



CIVIL ENGINEER:
CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60502



LOCATION MAP
SCALE: 1"=800'

INDEX OF SHEETS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
0	COVER SHEET
1	PRELIMINARY LANDSCAPE PLAN
2	LANDSCAPE DETAILS
3	LANDSCAPE DETAILS

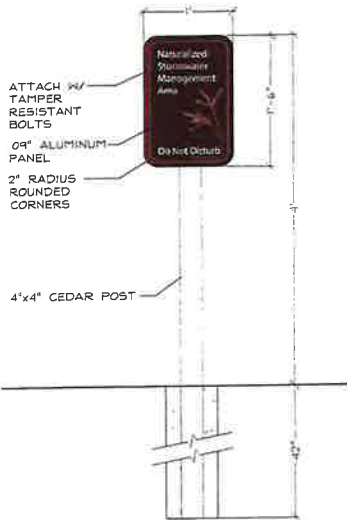
EXHIBIT C-1

GENERAL LANDSCAPE NOTES

- Contractor shall verify underground utility lines and is responsible for any damage.
- Contractor shall verify all existing conditions in the field prior to construction and shall notify landscape architect of any variance.
- Material quantities shown are for contractors convenience only. The Contractor must verify all material and supply sufficient materials to complete the job per plan.
- The landscape architect reserves the right to inspect plant materials either at place of growth or at site before planting, for compliance with requirements of variety, size and quality.
- Work shall conform to American Standard for Nursery Stock, State of Illinois Horticultural Standards, and Local Municipal requirements.
- Contractor shall secure and pay for all permits, fees, and inspections necessary for the proper execution of this work and comply with all codes applicable to this work.

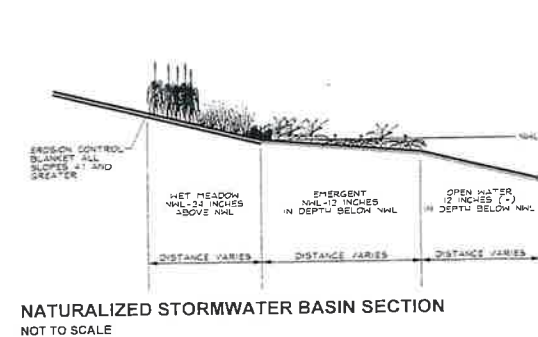
EXHIBIT C-2

- SIGN BACKGROUND COLOR C=40, M=70, Y=100, K=25
SIGN FONT AND GRAPHIC COLOR WHITE
- FONT STYLE: MYRIAD PRO
FONT SIZE: 1/8 PT
- SIGN ARTWORK SHALL BE PROVIDED BY GARY R. WEBER ASSOCIATES, INC.
- CONTRACTOR TO SUBMIT SHOP DRAWING AND COLOR SAMPLE FOR THE STORMWATER MANAGEMENT AREA SIGN FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO FABRICATION AND INSTALLATION

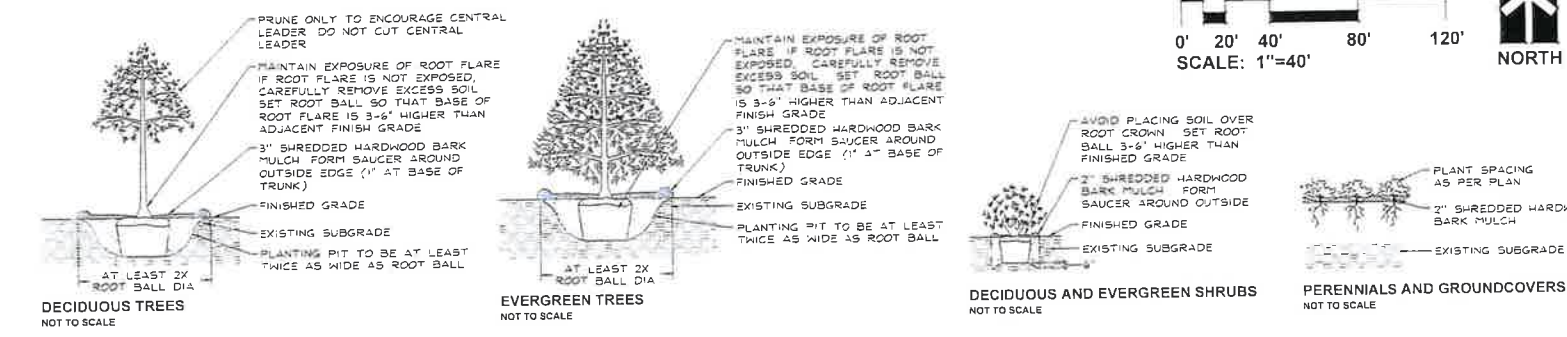
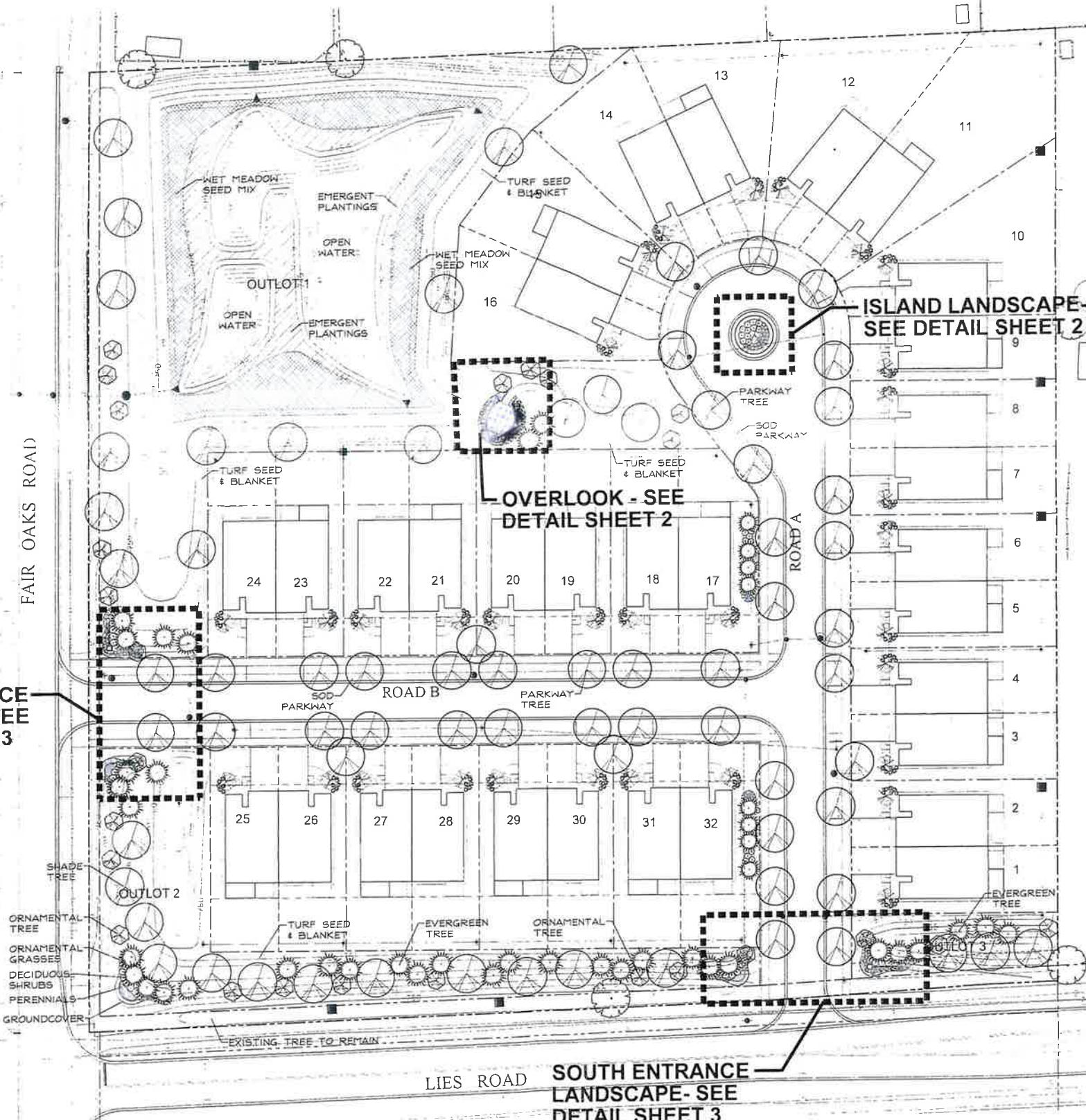


NATURALIZED STORMWATER SIGN DETAIL
NOT TO SCALE

PLANTING DETAILS



NATURALIZED STORMWATER BASIN SECTION
NOT TO SCALE



REPRESENTATIVE PLANT LIST

Ke/	Botanical/Common Name	Size	Remarks
	SHADE TREES		
	Acer myriophyllum 'Morton'	2 1/2' Cal	
	STATE STREET MAPLE		
	Celtis occidentalis	2 1/2' Cal	
	COMMON HACKBERRY		
	Quercus bicolor	2 1/2' Cal	
	SWAMP WHITE OAK		
	Quercus muhlenbergii	2 1/2' Cal	
	CHINKAPIN OAK		
	Tilia americana 'Redmond'	2 1/2' Cal	
	REDMOND AMERICAN LINDEN		
	Tilia cordata 'Greenspire'	2 1/2' Cal	
	GREENSPIRE LITTLELEAF LINDEN		
	Ulmus crinitus 'New Horizon'	2 1/2' Cal	
	NEW HORIZON SMOOTHLEAF ELM		
	ORNAMENTAL TREES		
	American Elm & grandiflora	6' Ht	Multi-Stem
	APPLE SERVICEBERRY		
	Betula nigra 'Cully'	6' Ht	Multi-Stem
	HERITAGE RIVER BIRCH		
	Cercis canadensis	6' Ht	Multi-Stem
	EASTERN REDBUD		
	Malus 'Prunifera'	6' Ht	Multi-Stem
	PRAIRIE FIRE CRABAPPLE		
	Syringa reticulata 'Vary Blue'	6' Ht	Multi-Stem
	WYOMING BLUE JAPANESE TREE LILAC		
	EVERGREEN TREES		
	Blue Spruce	6' Ht	
	White Fir	6' Ht	
	Red Spruce	6' Ht	
	Norway Spruce	6' Ht	
	Picea glauca var densata	6' Ht	
	BLACK HILLS SPRUCE		
	Picea canadensis	6' Ht	
	SERBIAN SPRUCE		
	Pinus strobus	6' Ht	
	EASTERN WHITE PINE		
	DECIDUOUS SHRUBS		
	Cornus sericea 'Bailey'	36" Tall	5' OC
	BAILEY'S REDTIG DOGWOOD		
	Hydrangea paniculata 'Simplicity'	24" Tall	3' OC
	LITTLE QUICK FIRE HYDRANGEA		
	Physocarpus opulifolius 'Seward'	30" Tall	4' OC
	SUMMER WINE NINEBARK		
	Rhus aromatica 'Gro-low'	24" Wide	3' OC
	GR-LOW SUMAC		
	Syringa meyeri 'Palom'	24" Tall	4' OC
	DWARF KOREAN LILAC		
	Viburnum x juddi	36" Tall	4' OC
	JUDD VIBURNUM		
	Negundo florida 'Bramwell'	24" Tall	3' OC
	FINE WINE WEIGELA		
	EVERGREEN SHRUBS		
	Juniperus chinensis 'Kallay's Compact'	24" wide	4' OC
	KALLAY'S COMPACT PRITZER JUNIPER		
	Juniperus chinensis 'Sea Green'	30" wide	5' OC
	SEA GREEN JUNIPER		
	Taxus x media 'Densiformis'	24" wide	4' OC
	DENSE YEW		
	PERENNIALS AND ORNAMENTAL GRASSES		
	Allium Summer Beauty	18" OC	
	SUMMER BEAUTY ONION		
	Calamagrostis x acutiflora 'Karl Foerster'	30" OC	
	FEATHER REED GRASS		
	Echinacea 'CG Cone 2'	18" OC	
	PIXIE MEADOWBRITE CONEFLOWER		
	Hemerocallis 'Happy Returns'	18" OC	
	HAPPY RETURNS DAYLILY		
	Nepeta racemosa 'Walker's Low'	18" OC	
	WALKER'S LOW CATMINT		
	Panicum virgatum 'Heavy Metal'	24" OC	
	HEAVY METAL SWITCHGRASS		
	Sporobolus heterostachyus	24" OC	
	PRAIRIE DROPSIDE		
	GROUNDCOVERS		
	Liriope spicata	18" OC	
	CREeping LILYTURF		
	Vinca minor 'Dart's Blue'	12" OC	
	DART'S BLUE PERIWINKLE		

GRWA
GARY R. WEBER ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE 630-668-7197

CIVIL ENGINEER
CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60502

VILLAGES OF FAIR OAKS
CAROL STREAM, ILLINOIS
PRELIMINARY LANDSCAPE PLAN

4	10/17/2023
3	9/15/2023
2	8/04/2023
1	5/17/2023

DATE	2/03/2023
PROJECT NO.	BS2303
DRAWN	TRC
CHECKED	GF8
SHEET NO.	



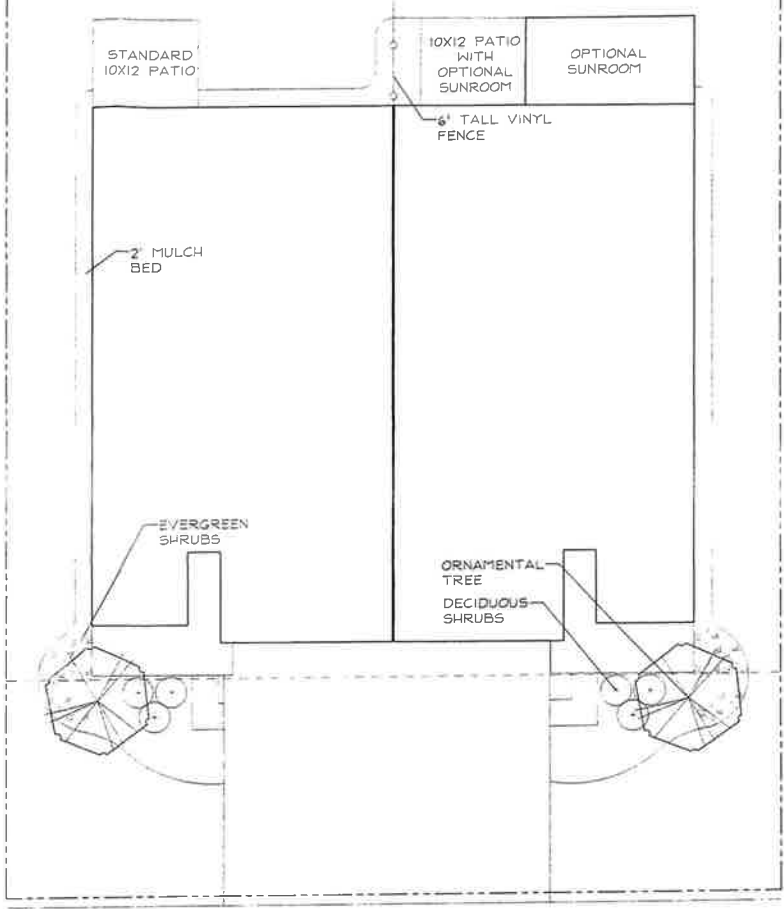
GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

CIVIL ENGINEER
GEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60502

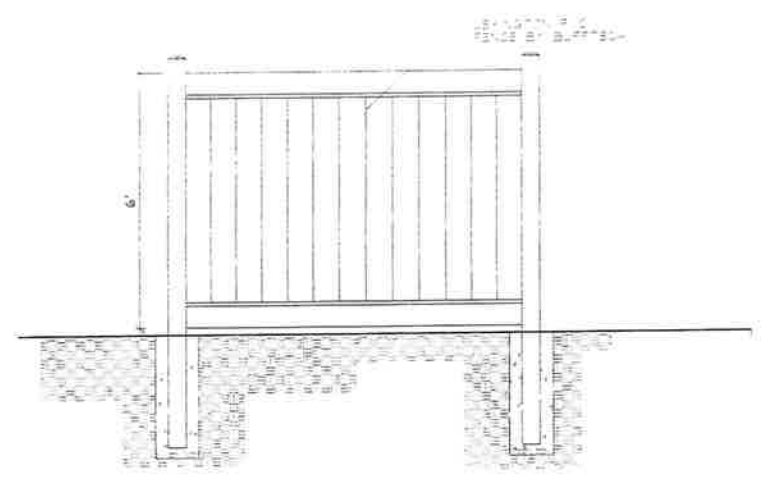
VILLAS OF FAIR OAKS
CAROL STREAM, ILLINOIS
LANDSCAPE DETAILS

TYPICAL DUPLEX LANDSCAPE FOUNDATION

Key	Botanical/Common Name	Size	Remarks
🌳	ORNAMENTAL TREES		
	Malus x 'Red Jewel' RED JEWEL CRABAPPLE	6' Tall	Clump form
	Cornus mas 'Golden Glory' GOLDEN GLORY CORNELIANCHERRY DOGWOOD	6' Tall	Clump form
	Magnolia stellata 'Royal Star' ROYAL STAR MAGNOLIA	6' Tall	Clump form
🌿	DECIDUOUS SHRUBS		
	Rhus aromatica 'Gro-Low' GRO-LOW SUMAC	24" Wide	3' O.C.
	Spiraea japonica 'Neon Flash' NEON FLASH SPIREA	24" Tall	3' O.C.
	Hydrangea paniculata 'Jans' LITTLE LIME HYDRANGEA	24" Wide	4' O.C.
	Spiraea nipponica 'Snowmound' SNOWMOUND SPIREA	30" Wide	4' O.C.
	Scorpaenacelastrum SAB-BAY BERRY	36" Tall	4' O.C.
🌲	EVERGREEN SHRUBS		
	Buxus / Green Velvet GREEN VELVET BOXWOOD	24" Wide	3' O.C.
	Juniperus chinensis 'Kallay's Compact' KALLAY'S COMPACT JUNIPER	24" Wide	4' O.C.
	Thuja occidentalis 'Emerald' EMERALD GREEN ARBORVITAE	4' Tall	4' O.C.
🌾	ORNAMENTAL GRASSES & PERENNIALS		
	Hemerocallis 'Chicago Fire' CHICAGO FIRE DAYLILY	#1	18" O.C.
	Hosta 'Patriot' PATRIOT HOSTA	#1	18" O.C.
	Deschampsia cespitosa TUFTED HAIR GRASS	#1	24" O.C.
	Sporobolus heterolepis PRAIRIE DROPSSEED	#1	24" O.C.
MISC MATERIALS			
	SHREDDED HARDWOOD MULCH	CY	

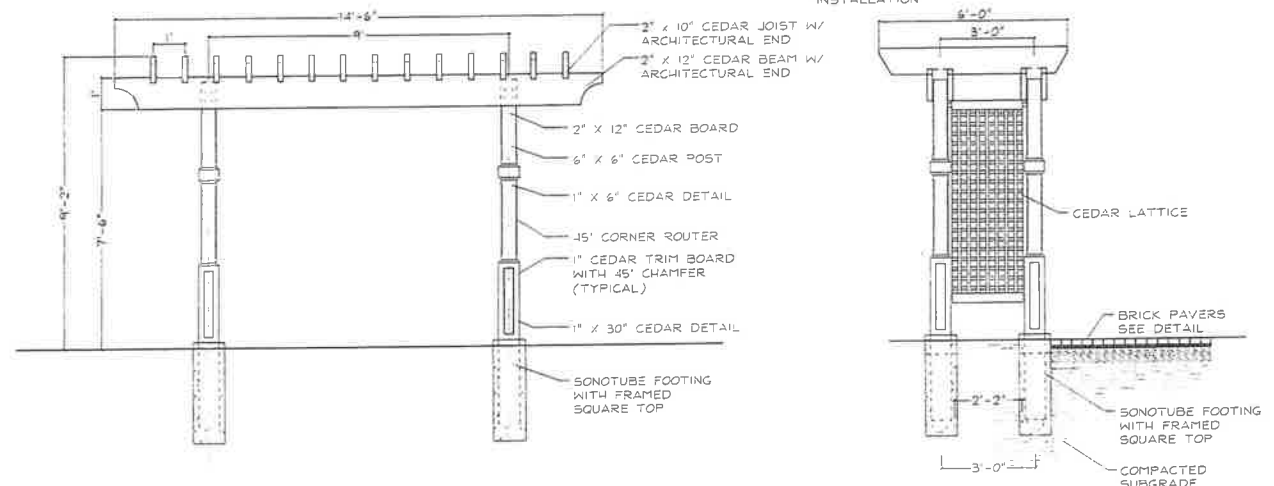


TYPICAL DUPLEX FOUNDATION PLAN
SCALE: 1"=10'

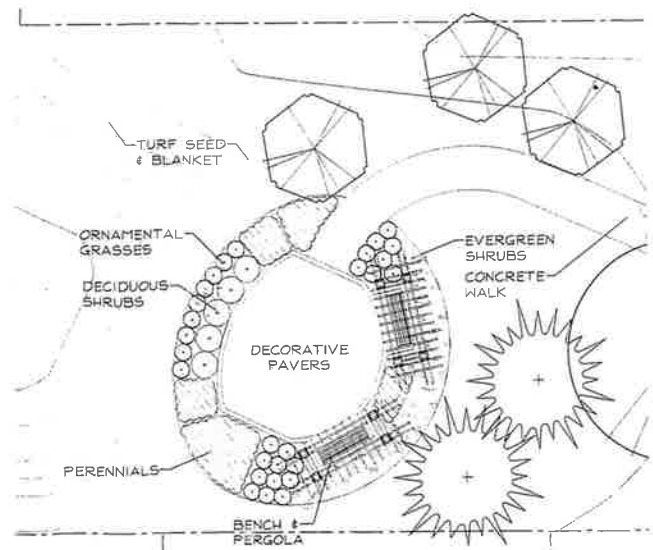


6' VINYL FENCE DETAIL
NOT TO SCALE

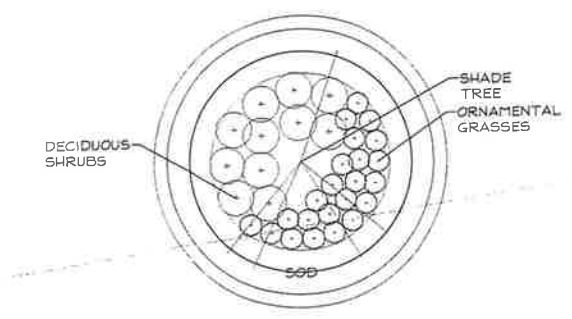
- NOTES
- CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES TO LANDSCAPE ARCHITECT AND OWNER FOR REVIEW PRIOR TO CONSTRUCTION
 - ATTACH STRUCTURE WITH APPROVED GALVANIZED ZINC COATED MOUNTING BRACKETS
 - PERGOLAS TO BE STAINED 1 YEAR FOLLOWING INSTALLATION



PERGOLA DETAIL
NOT TO SCALE



OVERLOOK LANDSCAPE DETAIL
SCALE: 1"=10'



ISLAND LANDSCAPE DETAIL
SCALE: 1"=10'

NO.	DATE	REVISIONS
4	10.17.2023	
3	9.15.2023	
2	8.04.2023	
1	5.17.2023	

DATE	2.03.2023
PROJECT NO.	BS2303
DRAWN	TRC
CHECKED	GFB
SHEET NO.	





GARY R. WEBER
ASSOCIATES, INC.
LAND PLANNING
ECOLOGICAL CONSULTING
LANDSCAPE ARCHITECTURE
402 WEST LIBERTY DRIVE
WHEATON, ILLINOIS 60187
PHONE: 630-668-7197

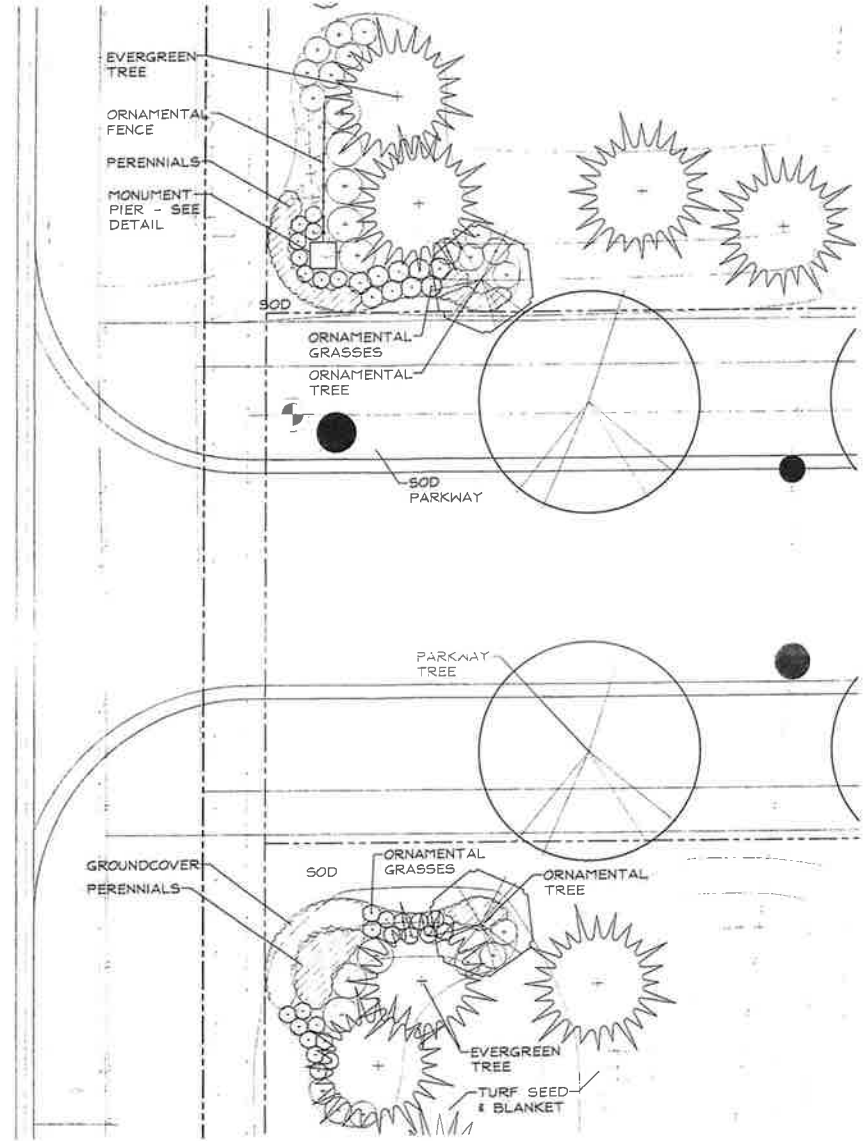
CIVIL ENGINEER
CEMCON, LTD.
2280 WHITE OAK CIRCLE, SUITE 100
AURORA, ILLINOIS 60502

VILLAS OF FAIR OAKS
CAROL STREAM, ILLINOIS
LANDSCAPE DETAILS

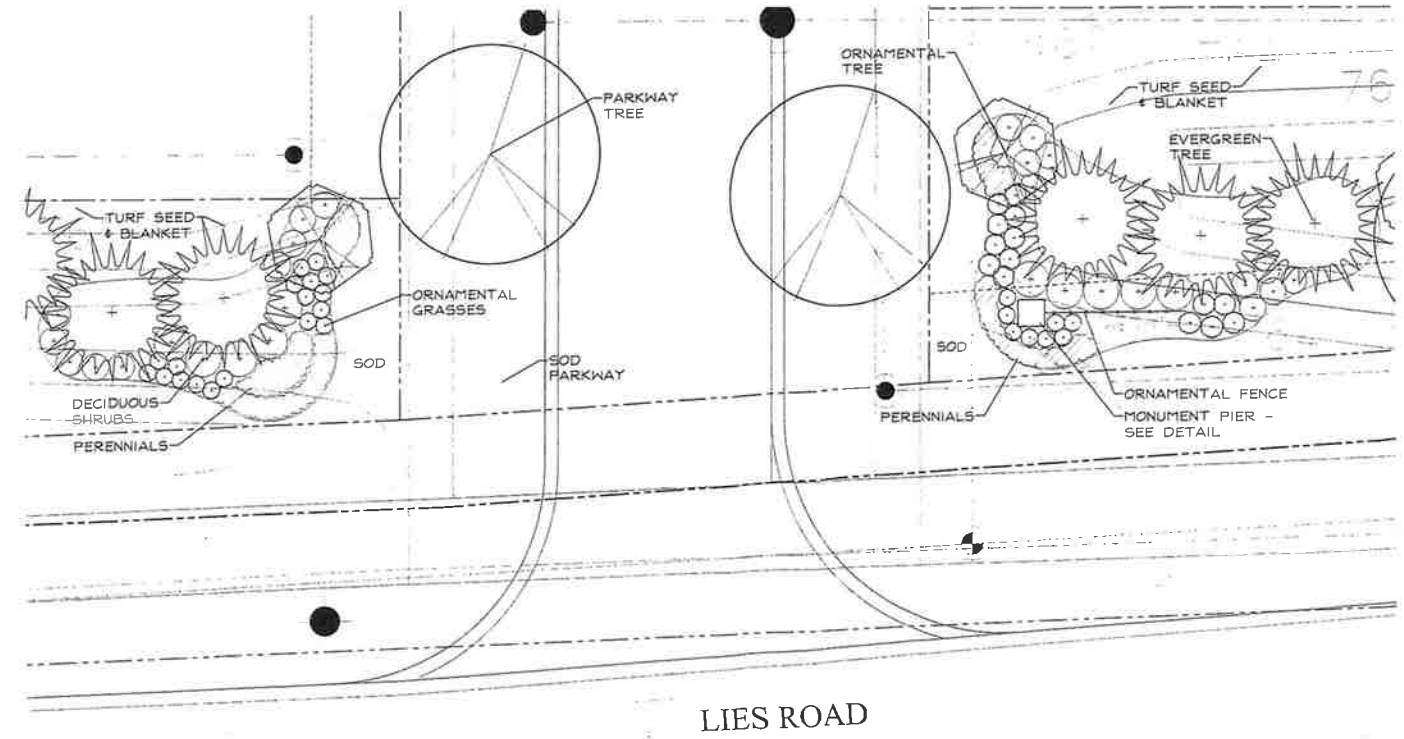
NO.	DATE	REVISIONS
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3	9/15/2023	
2	8/04/2023	
1	5/17/2023	

DATE	2/03/2023
PROJECT NO.	852303
DRAWN	TRC
CHECKED	GFB
SHEET NO.	

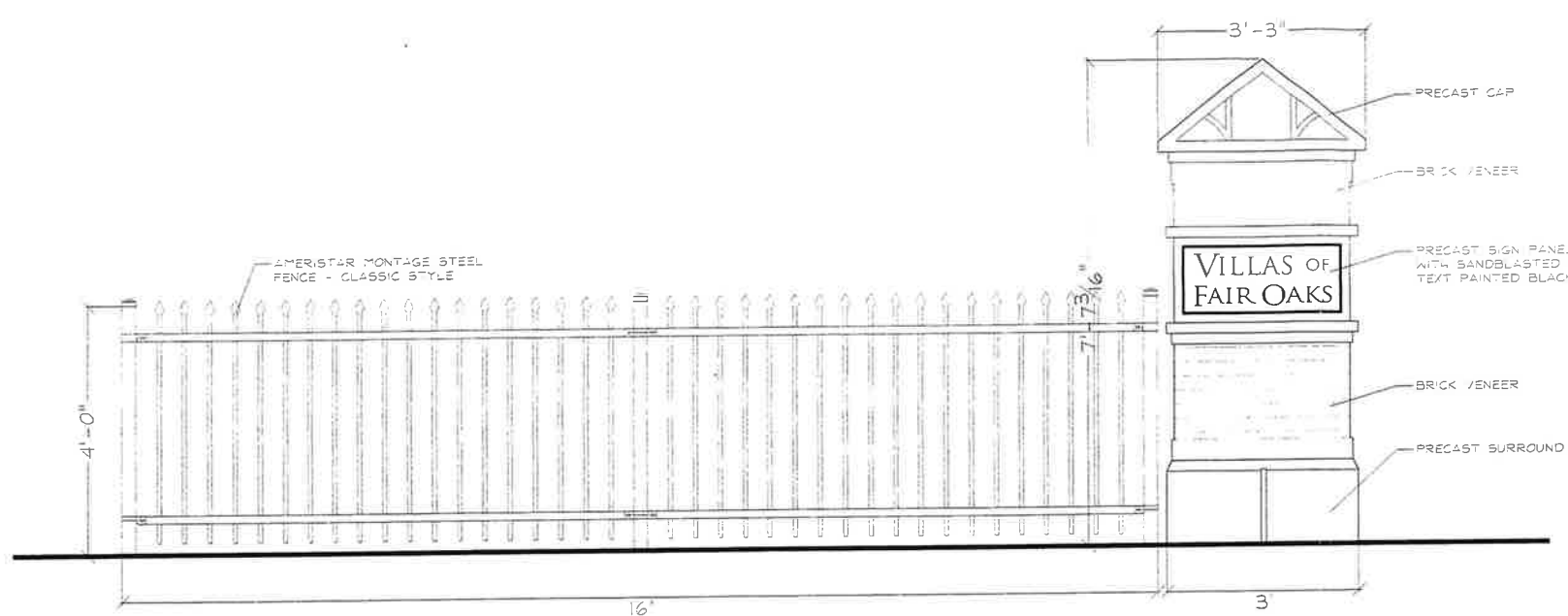
3 OF 3



**WEST ENTRANCE
LANDSCAPE DETAIL**



**SOUTH ENTRANCE
LANDSCAPE DETAIL**



**PIER DETAIL
NOT TO SCALE**

FAIR OAKS ROAD

LIES ROAD

EXHIBIT C-4

RECEIVED

NOV 20 2023

COMMUNITY DEVELOPMENT
DEPT



Villas of Fair Oaks Carol Stream, IL

Proposed Elevations

November 17, 2023

EXHIBIT D-1

Duplex Details

	Square Footage	Bedrooms	Garage
Base Provence	1,577 sf	2	2
Provence With Sunroom	1,698 sf	2	2
Provence with Sunroom and Loft	2,678 sf	2 - 3	2

Above Areas do not include:

2-car garage (377 sf)
 Café Bay (19 sf)
 Front Porch (97 sf)

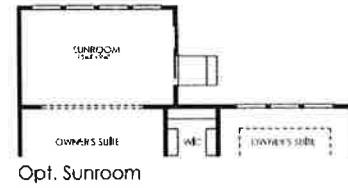
EXHIBIT D-2

RECEIVED
NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

Provence Duplex



First Floor



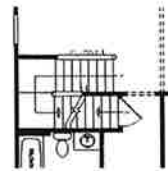
Opt. Sunroom



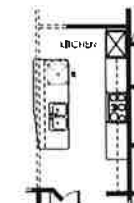
Opt. Cafe Bay Window



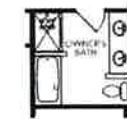
Opt. Fireplace



Stairs w/ Opt. Loft



Opt. Built-In Kitchen



Opt. Owner's Bath - Level 3



Opt. Owner's Bath - Level 5

First Floor Options

* For Village Impact Fee calculations, Bedrooms are indicated by ★

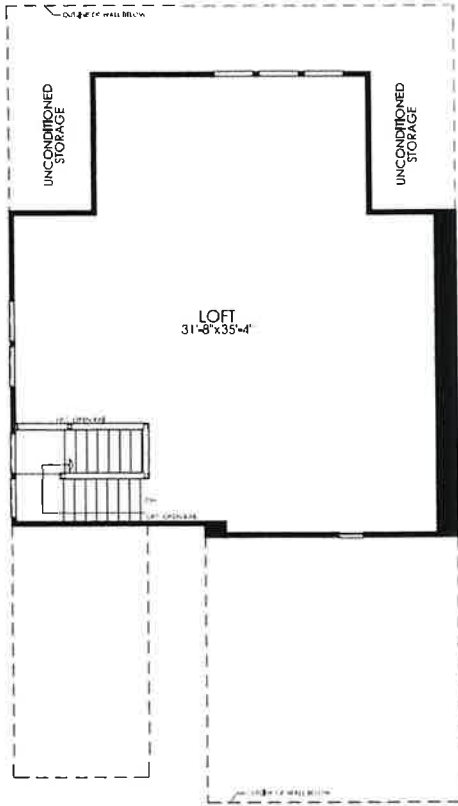
EXHIBIT D-3

RECEIVED

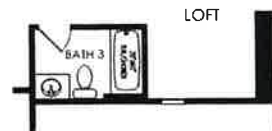
NOV 20 2023

COMMUNITY DEVELOPMENT
DEPT

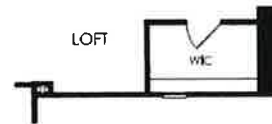
Provence Duplex



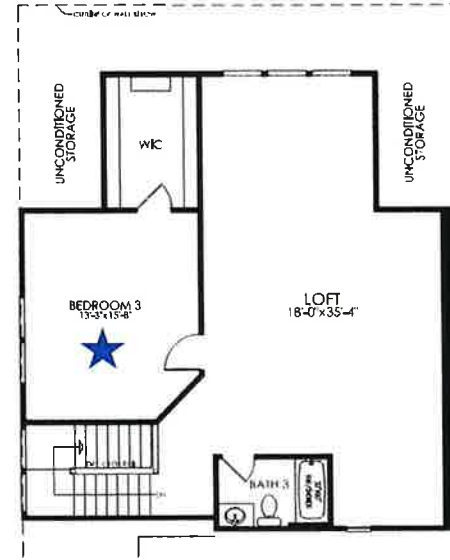
Optional Loft



Opt. Bath 3



Opt. Storage



Opt. Loft with Bedroom and Bath

Loft Options

* For Village Impact Fee calculations, Bedrooms are indicated by ★

EXHIBIT D-4

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NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-5



Front Elevation A – Base Plan

Note: The Front Plane of One Garage Door shall be stepped/offset 2' in front of the plane of the other garage door. (Not Depicted Above)

RECEIVED
NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-6



Front Elevation A- w/ Optional Loft

Note: The Front Plane of One Garage Door shall be stepped/offset 2' in front of the plane of the other garage door. (Not Depicted Above)

RECEIVED
NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-7



Front Elevation B – Base Plan

Note: The Front Plane of One Garage Door shall be stepped/offset 2' in front of the plane of the other garage door. (Not Depicted Above)

RE

NOV 20 2023

COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-8



Front Elevation C – Base Plan

Note: The Front Plane of One Garage Door shall be stepped/offset 2' in front of the plane of the other garage door. (Not Depicted Above)

RECEIVED
NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-9



Side Elevation A – Base Plan w/ Optional Sunroom

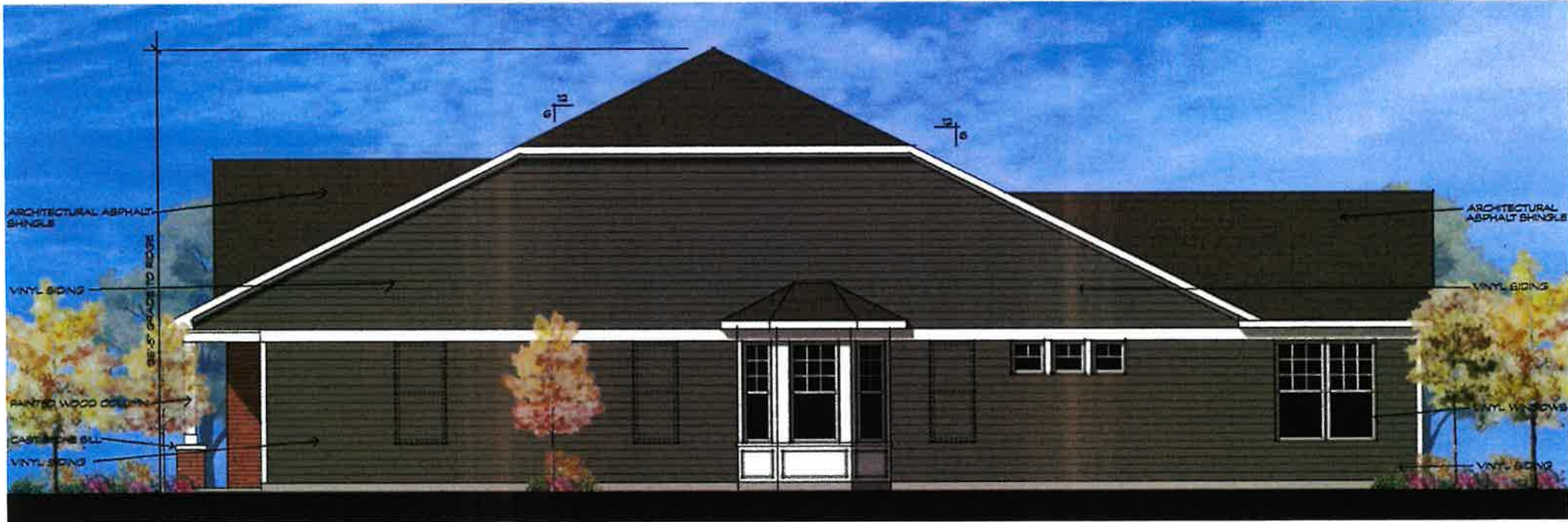
REC'D

NOV 20 2023

COMMUNITY DEVELOPMENTS
DEPT

Provence Duplex

EXHIBIT D-10



Side Elevation A – w/ Optional Café Bay

NOV 20 2023

COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-11

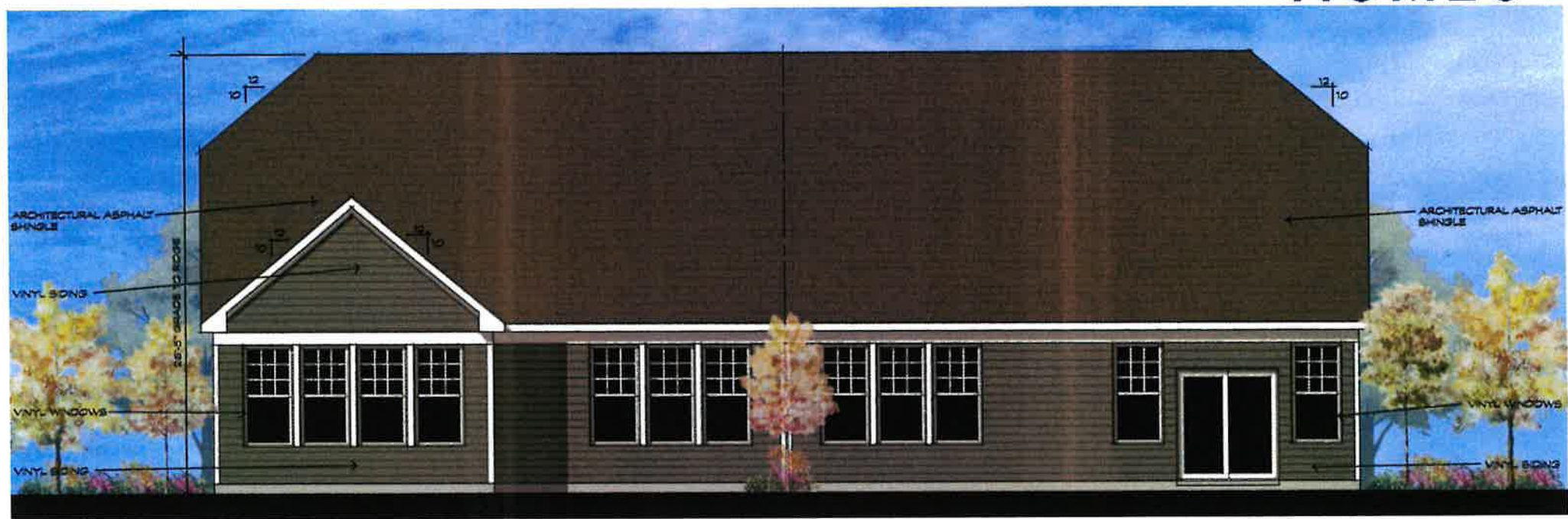


Side Elevation A – w/ Optional Café Bay and Optional Loft

NOV 20 2023
COMMUNITY DEVELOPMENTS
DEPT

Provence Duplex

EXHIBIT D-12



w/ Optional Sunroom

Base Plan

Rear Elevation A

NOV 20 2023

COMMUNITY DEVELOPMENT
DEPT

Provence Duplex

EXHIBIT D-13



w/ Optional Sunroom and Optional Loft

w/ Optional Loft

Rear Elevation A

RE

NOV 20 2023

COMMUNITY DEVELOPMENT
DEPT

EXHIBIT D-14



Color Package 119

VW-119-W-M

Shingle Roofing
CertainTeed
Architectural
Moire Black

Shingle Roofing
CertainTeed
3-Tab
Moire Black

Horizontal /
Board & Batten /
Shake Siding
Charcoal Smoke

Shutters
Black

Windows
White

Trim
Glacier White

Brick Veneer
Brick Craft
Wabash

Metal Roof
Mastic Metals
Terra Bronze

Entry Door
*Black of Night
SW 6993*

Garage Doors
CloPay
White

Gutters & Fascia
Glacier White

Color Package 126

VW-126-W-M

Shingle Roofing
CertainTeed
Architectural
Moire Black

Shingle Roofing
CertainTeed
3-Tab
Moire Black

Horizontal /
Board & Batten /
Shake Siding
Storm

Shutters
Black

Windows
White

Trim
Glacier White

Brick Veneer
Brick Craft
Signature Blend

Metal Roof
Mastic Metals
Terra Bronze

Entry Door
*Tricorn Black
SW 6258*

Garage Doors
CloPay
White

Gutters & Fascia
Glacier White









K.
NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

EXHIBIT D-15



Color Package 125

VW-125-W-M

Shingle Roofing CertainTeed Architectural Weathered Wood		
Shingle Roofing CertainTeed 3-Tab Weathered Wood		Metal Roof Mastic Metals Terra Bronze
Horizontal / Board & Batten / Shake Siding Harbor Blue		Entry Door Sealskin SW 7675
Shutters Tuxedo Gray		Garage Doors CloPay White
Windows White		Gutters & Fascia Glacier White
Trim Glacier White		Manufactured Stone Coronado Stone Honey Ledge Palomino
Brick Veneer Brick Craft Country Road		Stone Veneer Arriscraft Citadel French Country
		

Elevation and Color Package Assignments

NOV 20 2023
COMMUNITY DEVELOPMENT
DEPT

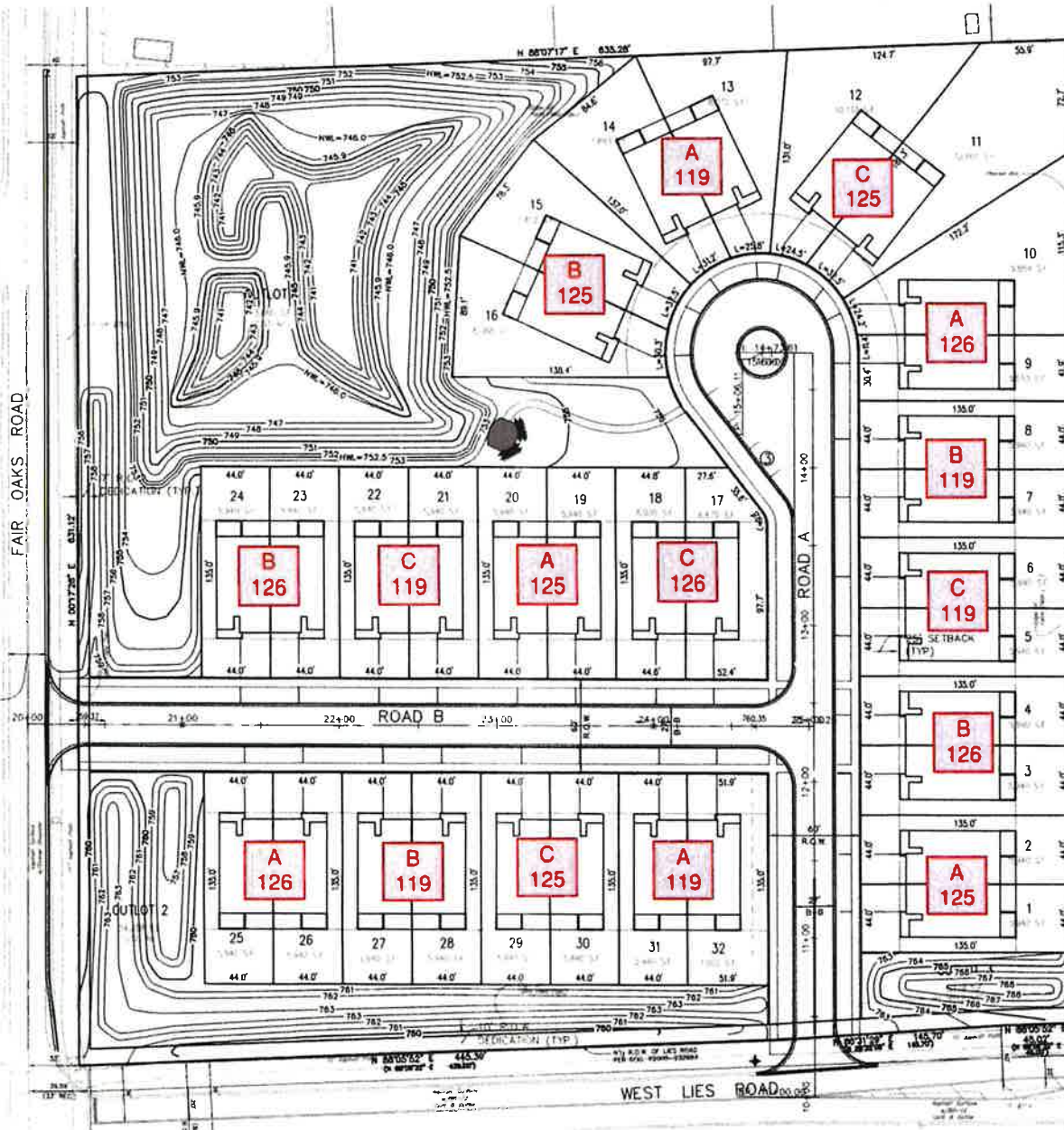


EXHIBIT D-16

CORPUS CHRISTIE CATHOLIC CHURCH

Legend
Front Elevation Letter
Color Package Number

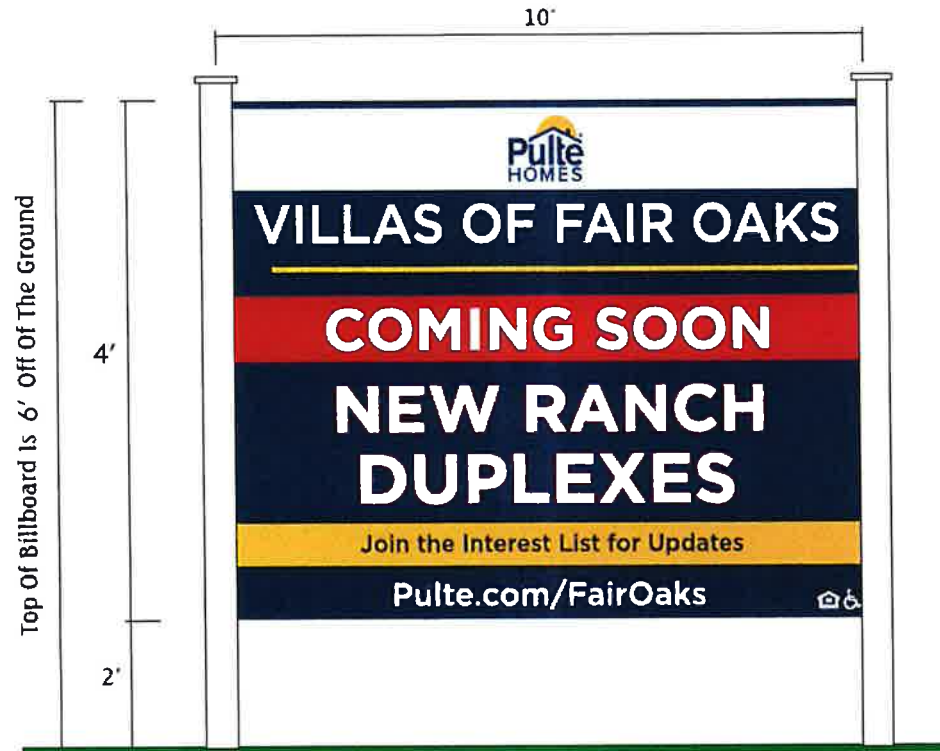
The Villas of Fair Oaks – Carol Stream

Proposed Signage Plan

EXHIBIT E

Entrance Billboard – West Lies Road

The Villas of Fair Oaks: At Community Entrance & West Lies Rd.



4'x10' Double Sided Informational Billboard.
3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White Wooden 6"x6" Columns & White Wooden Toppers.

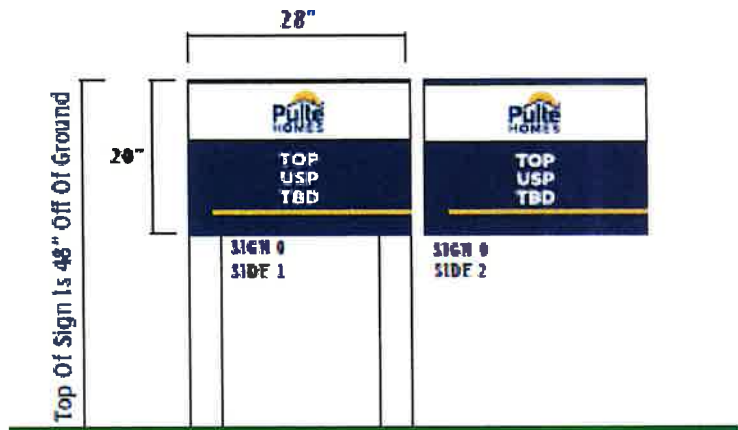
Billboard – Fair Oaks Road

The Villas of Fair Oaks: At Fair Oaks Rd. Near Outlot 1



4'x10' Double Sided Informational Billboard.
3/8" MDO Painted Ronan Dark Blue w/White, Red, Yellow & Black Vinyl Mounted To (2) White Wooden 6"x6" Columns & White Wooden Toppers.

Burma Shaves – Fair Oaks Road & West Lies Road



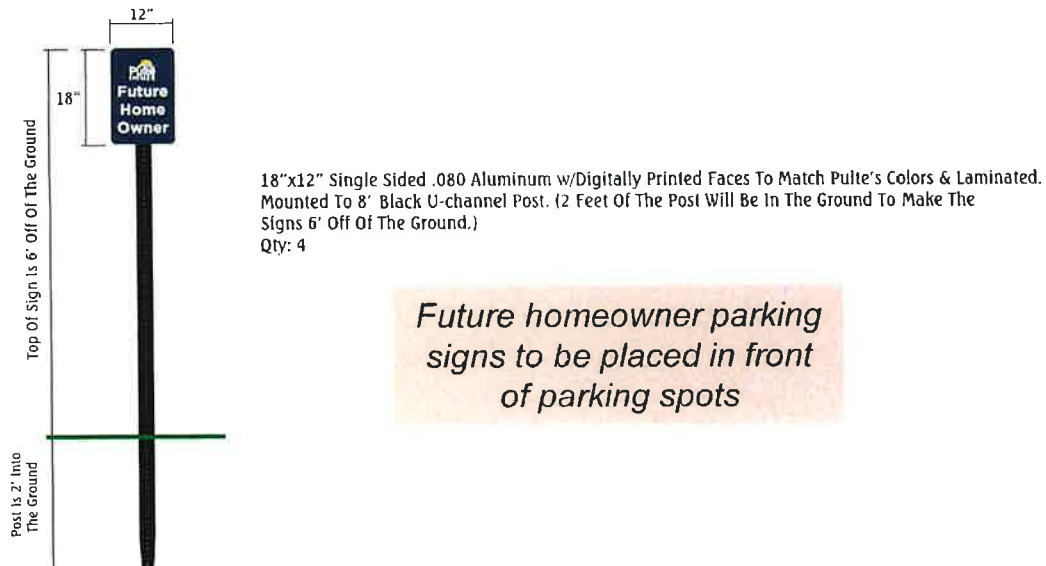
20"x28" Double Sided Burma Shaves.
 3/8" MDO Painted Ronan Dark Blue w/White & Digital Viny.
 Edges Painted Ronan Dark Blue. MDO Mounted TO (2) White Wooden 4"x4" Post.
 Qty: 6



Parking Signage – Homesite TBD



36"x18" Custom Made Aluminum Box Sign w/Aluminum Tubing Frame. Sign Is 4" Deep w/Front & Back Faces Made Out Of .063 Aluminum Painted PMS 540, White Vinyl & Digitally Printed Vinyl Logo Applied To The Front & Back Of The Sign.

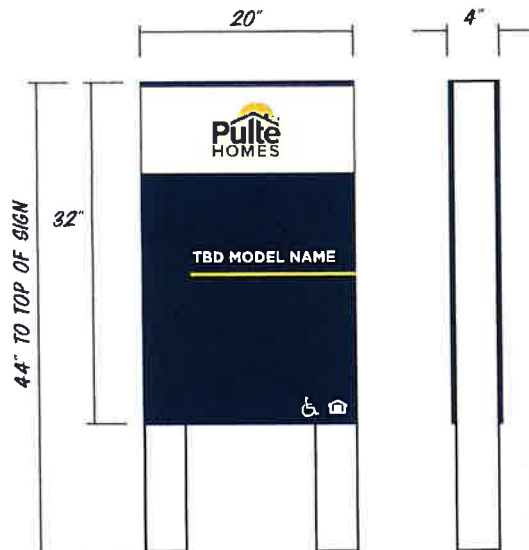


Model Signage – Homesite TBD



Welcome sign to be placed in front of model home with sales center

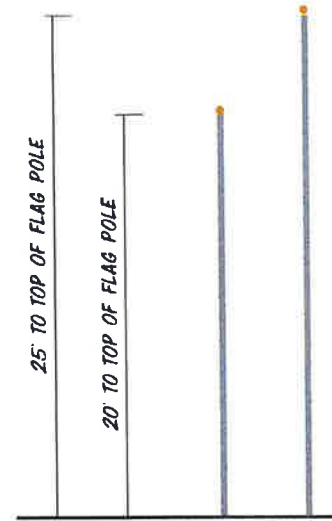
6'x3' Custom Made Aluminum Box Sign w/Aluminum Tubing Frame. Sign Is 4" Deep w/Front & Back Faces Made Out Of .063 Aluminum Painted PMS 540. White Vinyl & Digitally Printed Vinyl Logo Applied To The Front & Back Of The Sign.
Qty: 1



Model ID sign to be placed near front stoop of model

Villas Of Fair Oaks: Single Sided Model ID.
3/8" MDO Painted Roan Dark Blue w/White Digital Vinyl. Backside Is 3/8" MDO Painted Ronan Dark Blue w/No Copy. MDO Faces Mounted To (2) White Wooden 4"x4" Post.
Qty: 1

Confidential and Proprietary



WINDING CREEK: ALUMINUM FLAG POLES
GOLD ANODIZED ALUMINUM BALL ORNAMENT
CAST ALUMINUM STATIONARY TRUCK w/ PULLEY
SOLID BRAIDED POLYPROPYLENE HALYARD
METAL SWIVEL FLAG CLIPS w/ VINYL COVER & CAST ALUMINUM CLEAT

Flagpoles to be placed behind welcome sign

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT
TO REZONE PROPERTIES FROM THE B-3 GENERAL BUSINESS DISTRICT TO
THE O-S OFFICE AND SERVICE DISTRICT
(CHRIST PRESBYTERIAN CHURCH OF WHEATON, 805 & 845 E. GENEVA ROAD)**

WHEREAS, Christ Presbyterian Church of Wheaton, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Zoning Map Amendment to rezone the properties at 805 & 845 E. Geneva Road from the B-3 General Business District to the O-S Office and Service 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 March 25, 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 4.6-acre properties legally described below (The Property) is hereby granted a Zoning Map Amendment to rezone the properties from the B-3 General Business District to the O-S Office and Service District in the Village of Carol Stream.

SECTION 2: The effective date of this Ordinance shall be from and after the date upon which the Petitioner acquires legal title to the subject properties.

LEGAL DESCRIPTION OF THE PROPERTY:

LOT 1 AND LOT 4 IN C.C.C.O.M COMMERCIAL CENTER, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF RUSSELL'S ASSESSMENT PLAT OF THE EAST 40 ACRES OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID C.C.C.O.M COMMERCIAL CENTER RECORDED SEPTEMBER 14, 1990 AS DOCUMENT R90-121779, IN DUPAGE COUNTY, ILLINOIS..

P.I.N.s 05-04-400-052 & 05-04-400-055
Common Address: 805 & 845 E Geneva Road, Carol Stream, IL, 60188

PASSED AND APPROVED THIS 1st DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLACE OF WORSHIP (CHRIST PRESBYTERIAN CHURCH OF WHEATON, 805 & 845 E. GENEVA ROAD)

WHEREAS, Christ Presbyterian Church of Wheaton, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Place of Worship in accordance with Section 16-3-11 of the Unified Development Ordinance, on the properties legally described in Section 2 herein and commonly known as 805 & 845 E. Geneva Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on March 25, 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 Special Use Permit be approved; and

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

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

SECTION 1:

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

1. Is deemed necessary for the public convenience at the location. *The proposed location will provide a permanent home for the Church and will serve as a local place of worship for Village residents and residents of nearby communities.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed Church will have its main service on Sundays when adjacent uses are most likely closed. Likewise, staff does not believe other church and community activities will be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Peak hours for the Church will occur on Sundays, when adjacent uses are most likely closed, and staff does not believe there will be apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood with the approval of the special use at this location.*

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

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to Christ Presbyterian Church of Wheaton, subject to the conditions set forth in Section 3, upon the real estate commonly known as 805 & 845 E. Geneva Road, Carol Stream, Illinois, and legally described as follows:

PARCEL 1:

LOT 1 AND LOT 4 IN C.C.C.O.M COMMERCIAL CENTER, BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF RUSSELL'S ASSESSMENT PLAT OF THE EAST 40 ACRES OF THE SOUTH ½ OF THE SOUTH EAST ¼ OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID C.C.C.O.M COMMERCIAL CENTER RECORDED SEPTEMBER 14, 1990 AS DOCUMENT R90-121779, IN DUPAGE COUNTY, ILLINOIS.

Hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Permit granted herein is subject to the following conditions:

1. That all improvements must be built, installed, and maintained in accordance with the attached plans and exhibits;
2. That prior to the Church opening for services, the parking lot at 805 E Geneva Road shall be complete and operational;
3. That prior to opening, the Applicant shall obtain a building permit and construct a dumpster enclosure in the rear of the property that complies with Section 16-5-7(A) of the UDO;
4. That the landscape materials must be installed as shown on the attached landscape plan, and that all materials shall be maintained in a healthy condition,

with dead or dying materials being replaced in accordance with the approved plan on an annual basis;

5. That if any ground-mounted or roof mounted mechanical and utility equipment is installed, said equipment shall be screened per requirements of the UDO;
6. That any future signage must comply with Section 16-6-4 of the UDO concerning Sign Standards; and
7. That the site and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Site Plan (Exhibit A, received by the Community Development Department February 28, 2024), prepared by Webster, McGrath & Ahlberg LTD., 2100 Manchester Road Building A, Suite 203, Wheaton, IL, 60187.
2. Landscape Plan (Exhibit B, received by the Community Development Department February 28, 2024), prepared by Webster, McGrath & Ahlberg LTD., 2100 Manchester Road Building A, Suite 203, Wheaton, IL, 60187.
3. Floor Plan (Exhibit C, received by the Community Development Department January 31, 2024), prepared by Risepointe, 200 N Harrison St. Unit 101 Algonquin, IL 60102.
4. Paving and Layout Plan (Exhibit D, received by the Community Development Department February 28, 2024), prepared by Webster, McGrath & Ahlberg LTD., 2100 Manchester Road Building A, Suite 203, Wheaton, IL, 60187.

SECTION 5:

This Ordinance shall be in full force and effect from and after the date upon which the Petitioner acquires legal title to the subject properties and 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 Petitioner acquires legal title to the subject properties or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 6:

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

PASSED AND APPROVED THIS 1st DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

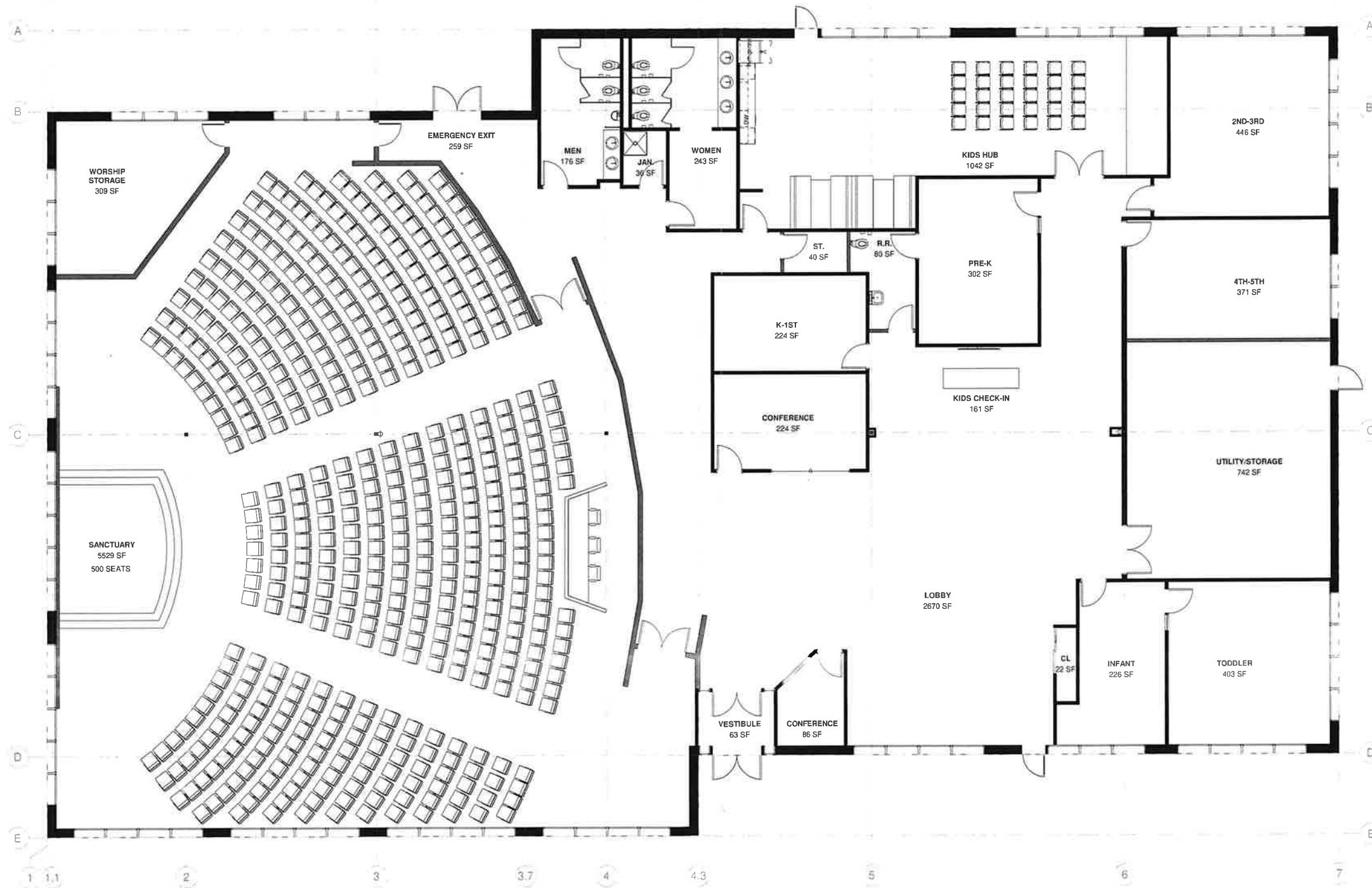
ATTEST:

Julia Schwarze, Village Clerk

Christ Presbyterian Church of Wheaton, being the owner and/or party in interest of the Subject Property legally described in this Ordinance, does hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and it understands that if it does not do so, it is subject to the penalties set forth in Section 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the special use permit. Christ Presbyterian Church of Wheaton 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

Party in Interest



NO.	DESCRIPTION	DATE

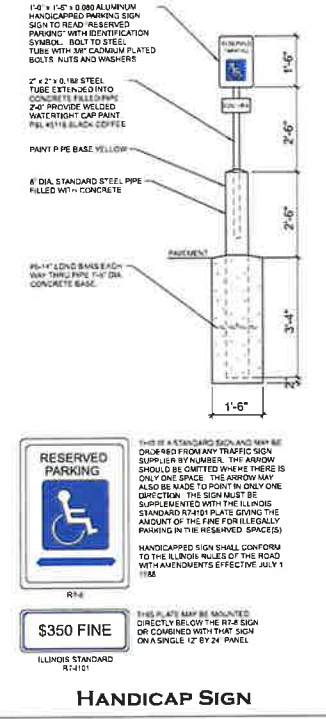
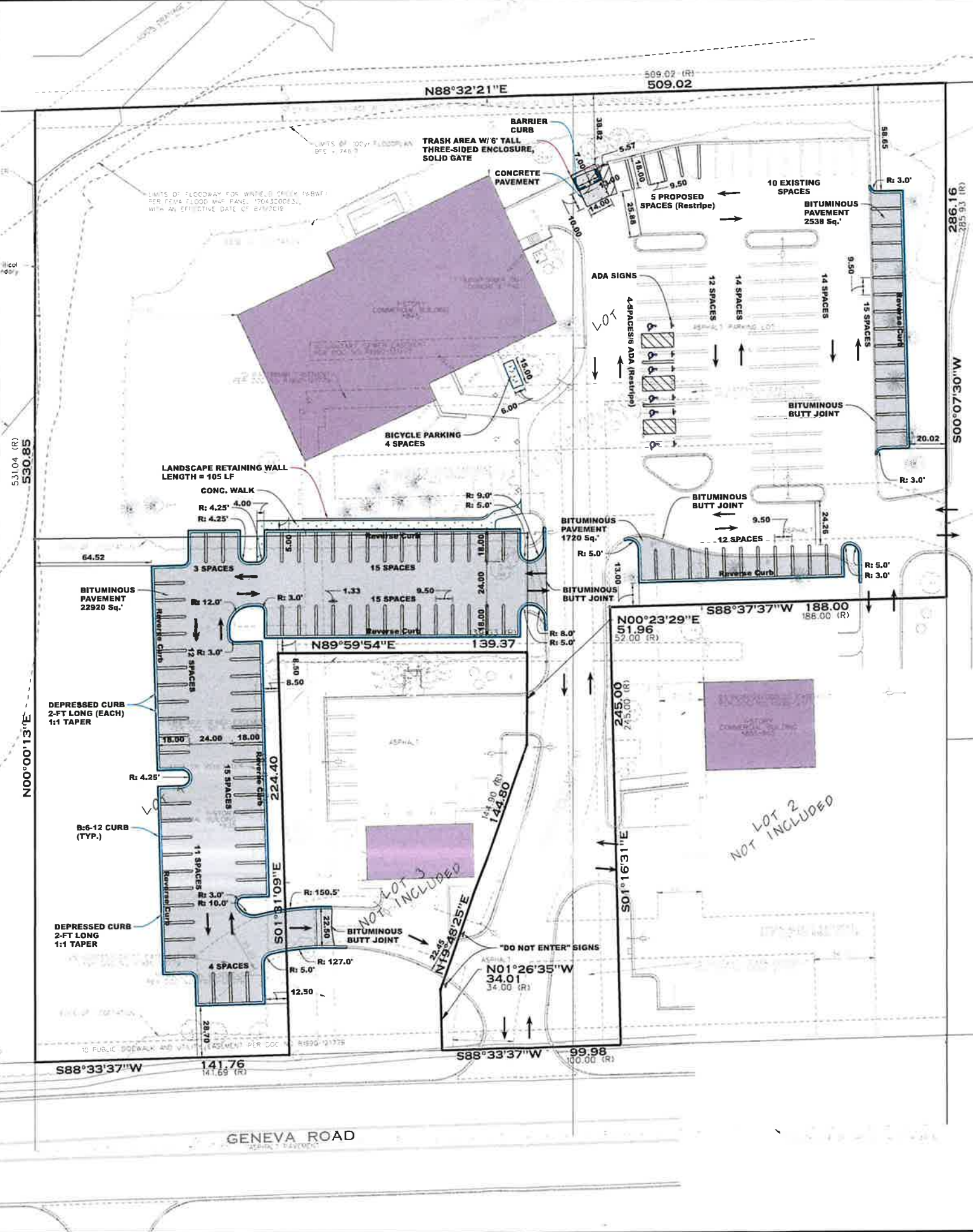
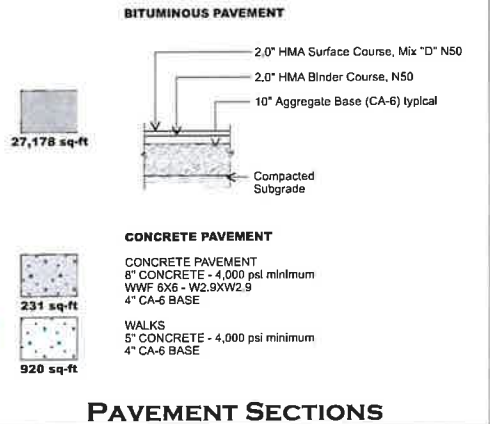
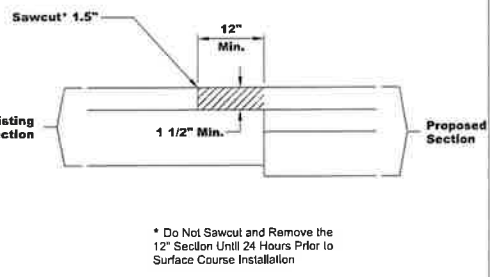
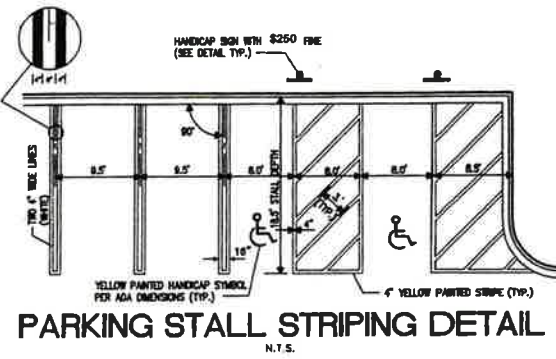
ARCHITECTURE
 RISE-POINTE
 1100 N. WASHINGTON ST. SUITE 200
 WASHINGTON, IL 62451
 PHONE: 618.231.1100
 WWW.RISE-POINTE.COM

PROJECT NAME	CHRIST PRESBYTERIAN CHURCH - WHEATON, IL
PROJECT ADDRESS	845 E. GENEVA RD., CAROL STREAM, IL 60188
DATE	2024.11.14
SCALE	3/16" = 1'-0"
DRAWING NO.	A-211

NOT FOR CONSTRUCTION

PROPOSED FLOOR PLAN 1A

EXHIBIT C



- NOTES:**
- SAWCUT, REMOVE & REPLACE ANY DAMAGED PAVEMENT ADJACENT TO NEW CURB & GUTTER. PATCH WITH LIKE MATERIALS MATCHING EXISTING PAVEMENT SECTION.
 - AT ALL LOCATIONS WHERE NEW CURB MEETS EXISTING CURB, TWO (2) TWELVE (12) INCH LONG BY ONE HALF (1/2) INCH DIAMETER DWYIDAG DOWEL BARS SHALL BE INSTALLED.

PARKING SUMMARY

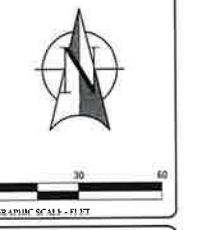
Existing Condition:	57 Regular Spaces
	3 ADA Spaces
	60 Total Spaces
Proposed Condition:	54 Existing Spaces (Regular)
	6 Existing Spaces (ADA, Restripe)
	107 Proposed Spaces
	167 Total Spaces
Required Parking Spaces:	161 Regular Spaces
	6 ADA Spaces
	167 Total Spaces

IMPERVIOUS AREA:

APPROVED = 104,054 sq-ft
(FROM RECORD DRAWING 6-22-93)

PROPOSED CONDITION = 98,899 sq-ft

NET = -5155 sq-ft (reduction)




CHRIST PRESBYTERIAN CHURCH
805 & 845 EAST GENEVA ROAD

Prepared For: Christ Presbyterian Church of Wheaton
1300 Conquest Street
Wheaton, IL 60187

WMA
WEBSTER, McGRATH & AHLBERG, LTD.
Civil Engineering, Surveying, Architecture
Over 100 Years of Service to Clients
2100 MacArthur Blvd., Suite 1000
Naperville, IL 60563
PH: 630.335.7500 WWW.WMA-USA.COM
Drawing License No. 1160003101

DATE	BY	SCALE	SHEET NO.
PAVING & LAYOUT PLAN			
C-2			

VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO

TO: William Holmer, Village Manager
FROM: Caryl Rebholz, Human Resources Director 
DATE: March 22, 2024
RE: Non-Union Compensation Plan

The following recommendation for the 2024-2025 Compensation Plan reflects the Village's philosophy of maintaining comparability in pay and benefit structures within our municipal market. Subject to budget availability, the Village continues to strive to maintain just and equitable compensation when compared against both external and internal data.

In evaluating external comparability, each non-union position is first evaluated based on the external market. The market consists of municipal communities with similarity in general fund revenue, population, and equalized assessed valuation (EAV), as well as relative proximity. These communities include:

Addison	Glen Ellyn	Streamwood
Bartlett	Glendale Heights	West Chicago
Bloomingtondale	Hanover Park	Westmont
Buffalo Grove	Hoffman Estates	Wheaton
Downers Grove	Lombard	Wheeling
Elk Grove	Rolling Meadows	Woodridge
Elmhurst	St. Charles	

To establish market level with regard to compensation, comparable communities are asked for the minimum and maximum salary for all position classifications similar to those of the Village of Carol Stream¹. All comparable data is evaluated for position similarity and accuracy. Upon completion of this process, formulas are applied to calculate both the market average (50th percentile) and the market upper one-third level (66^{2/3} percentile) of maximum salaries by position classification. The current maximum salary for each Village of Carol Stream position classification is then compared against the preferred average to upper one-third level range. From our maximum salaries, a mathematical formula is applied to determine the minimum salary resulting in a pay range spread of 29.75%. A general review of comparable minimum salaries is then performed to ensure a competitive starting salary.

Comparable communities are then asked for their anticipated or actual general wage adjustment (GWA) for the upcoming year. This information, along with internal union settlements, the consumer price index (CPI) and the employment cost index (ECI) are analyzed, and a GWA recommendation is made.

¹ For the purpose of this report, data was collected as of January 2024.

In addition, communities are asked for salary data related to performance-based or step increases. Each community's data is calculated, to determine the average maximum adjustment for both performance and overall. This average, along with all other budgetary factors is used to prepare a recommendation in this area.

Finally, the core benefits including holidays, personal days and vacation are analyzed to ensure continued comparability.

Findings and Recommendations

Pay Ranges

This year, Village of Carol Stream positions with range maximums that fell below the average or above the upper one-third level include:

Accountant (above 0.78%)	Engineering Director (above 0.08%)
Administrative Supervisor (below 0.11%)	Facilities Technician (below 0.35%)
Assistant Finance Director (below 2.11%)	Human Resources Director (below 0.03%)
Assistant Planner (below 2.66%)	Human Resources Generalist (below 0.06%)
Assistant Village Manager (below 0.96%)	IT Tech (above 0.15%)
Civil/Stormwater Engineer (below 0.53%)	IT Director (below 0.28%)
Commander (below 0.36%)	Social Worker (below 0.47%)

With the exception of Assistant Finance Director and Assistant Planner, the differences noted were determined to be within an acceptable margin of variation. Minor variations from year to year are commonplace and caused by a variety of factors including comparable communities undergoing compensation studies, adding or eliminating positions, collective bargaining status of those positions that may be unionized elsewhere, as well as variations in the general wage adjustments provided between communities.

With regard to the positions of Assistant Finance Director and Assistant Planner, given the difference beyond 2% between our current range and the market average, a correction is recommended to adjust these ranges an additional 2.11% and 2.66% respectively. As a result of this recommendation, one incumbent employee would receive roughly \$60 above the annual general wage adjustment to reach the new minimum salary.

Compensation

General Wage Adjustment

There are multiple factors used in evaluating the general wage adjustment recommendation, including adjustments provided by comparable communities, union settlements, the Consumer Price Index (CPI), and the Employment Cost Index (ECI). A synopsis of this year's data is listed below:

- The average general wage adjustment anticipated by our comparable communities is 2.5% which includes three communities that do not provide a general wage adjustment at all².
- Settled Carol Stream union contracts for May 1, 2024 with all bargaining groups provide for a 2.75% general wage adjustment.
- The Consumer Price index for 2023 was 3.3%.
- The Employment Cost Index for 2023 was 4.6%.

² Typically the communities that do not provide a general wage adjustment have a higher than average merit or step component.

Taking all factors into account, it is recommended that a 2.75% general wage adjustment be provided for all non-union positions. This recommendation allows for internal equity, reducing the likelihood of disparity between positions with similar skill levels, as well as compression issues of supervisors with union employees. Although this recommendation is slightly above the comparable market, it is well below the CPI and ECI, and is off-set by the merit recommendation below. Total cost for this recommendation is estimated at \$186,648.

Merit Performance Adjustment

A survey of comparable communities confirmed that all continue to provide performance based compensation increases (regular or step), with an average possible maximum increase of 4.6%. Internal comparability continues to allow for performance based step increases in both the Fraternal Order of Police and Metropolitan Alliance of Police union groups, with the SEIU group connected to the non-union system.

Based on the above findings, funding of a merit increase of 2.75% is recommended for FY25. This recommendation reflects the slight uptick in overall compensation offerings of the comparable market as well as the continuing inflationary environment. As with any merit system, this adjustment would be contingent upon a performance evaluation that meets standard expectations. Employees at the top of their pay range will receive this adjustment as a one-time non-recurring lump sum payment not to be made part of base compensation. Total cost for this recommendation is estimated at \$168,185³.

Benefits

As in the past, comparable communities were also asked for a description of key benefits including holidays, personal days, and vacation. This year's research indicates that the Village maintains general comparability in these areas, however there is a slight uptick in paid time off offerings amongst our comparable communities, with one even offering unlimited paid time off (PTO) benefits. While there is no recommendation at this time, this will be an area to closely monitor over the next year.

Position Change Recommendations

Assistant Public Works Director to Management Analyst: Following the recent vacancy in the Assistant Director of Public Works position, an examination of the overall needs of the Public Works Department was conducted to determine the best way to move forward. At this time, based on the determination that existing priorities include functions that are more analytic in nature rather than high level administration, it is recommended to eliminate the Assistant Director of Public Works position and replace it with a new entry-level Management Analyst. This recommendation will result in a salary savings of roughly \$30,000, as the salary range of Assistant Director of Public Works far exceeds that of Management Analyst.

Part-Time Seasonal Property Maintenance Inspector: For over 10 years, concurrent with the direction to adopt a proactive approach to property maintenance and code enforcement, the

³ Total cost estimate for the merit component includes SEIU employees as this bargaining unit receives the same merit increase opportunity as non-union employees.

Village has used contractual services to perform the part-time seasonal work of property maintenance inspection. Given the continual rise in cost for contractual services, as well as the limited ability to monitor and direct a contractor to the standards expected, it is recommended to convert this position to a part-time seasonal employee. This position would work for 20 hours per week between May and October, with a recommended rate of \$20-\$24 per hour. This recommendation will result in a savings of at least \$6000.

Police Training Coordinator/Budget Analyst to Police Accreditation & Training Coordinator: Following the recent vacancy created within this position, an examination of the functions and job title of the Training Coordinator/Budget Analyst was conducted to determine if the historic description of the position reflects the more modern functions needed. Based on this evaluation, a title change and concurrent job description update is recommended with a more direct focus on police department training coordination and professional level planning in support of the Department's goal of seeking accreditation status through the Illinois Law Enforcement Accreditation Program (ILEAP) as defined by the Commission on Accreditation for Law Enforcement Agencies (CALEA). This recommendation is a title change only, and will not result in a pay range adjustment.

RCFL to Digital Forensic Technician: Over 10 years ago, the Village of Carol Stream committed a CST to a 3-year assignment participating with the Regional Computer Forensic Laboratory (RCFL), to be trained on the examination of digital evidence in support of criminal investigations. Upon the employee's return to the Village, the use of such expertise became a regular full time function, which has since been referred to as the "RCFL". In an effort to more accurately reflect the functions within this position, a title change to Digital Forensic Technician is recommended. This recommendation is a title change only, and will not result in a pay range adjustment.

Please let me know if you have any questions or concerns.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2024-25 EMPLOYEE COMPENSATION PLAN
FOR THE VILLAGE OF CAROL STREAM**

WHEREAS, as part of the budgeting process for the Village of Carol Stream, the Village Board of Trustees annually approves and adopts an employee pay plan schedule; and

WHEREAS, an employee pay plan schedule has been found to be in the best interests of the Village of Carol Stream; and

WHEREAS, this employee pay plan schedule, which is attached to this Resolution as Attachment "A", is in conformance with the best interests of the Village of Carol Stream.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS, in the exercise of its home rule powers, as follows:

SECTION 1: With the exceptions of Assistant Finance Director and Assistant Planner, all pay ranges of non-union positions will increase by 2.75% effective 5/1/24 through 4/30/25.

SECTION 2: The pay range of Assistant Finance Director will increase by 4.86% effective 5/1/24 through 4/30/25.

SECTION 3: The pay range of Assistant Planner will increase by 5.41% effective 5/1/24 through 4/30/25.

SECTION 4: All Village employees actively employed on 5/1/24 who are not represented by a labor organization will receive a 2.75% wage adjustment to their current salary effective 5/1/24 through 4/30/25.

SECTION 5: The performance based compensation program for non-union employees will be funded at 2.75% effective 5/1/24 through 4/30/25.

SECTION 6: The position of Assistant Public Works Director will be eliminated effective 5/1/24.

SECTION 7: The positions of Public Works Management Analyst and part-time seasonal property maintenance inspector will be established effective 5/1/24.

SECTION 8: The 2024-2025 Employee Pay Plan schedule for the Village of Carol Stream, as attached to this Resolution as Attachment "A", shall be adopted by the Village of Carol Stream for all present Village employees, executive and non-executive, who are not represented by a labor organization.

SECTION 9: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 1ST DAY OF APRIL 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Julia Schwarze, Village Clerk

Attachment A

Village of Carol Stream 2024-2025 Pay Plan					GWA 2.75%				
Effective May 1 2024		Annual		Monthly		Bi-weekly		Hourly	
POSITION TITLE	min	max	min	max	min	max	min	max	
1	ACCOUNTANT	79,360.20	112,968.26	6,613.35	9414.02	3,052.32	4,344.93	38.15	54.31
2	ACCOUNTS CLERK/PW CLERK	56,749.10	80,781.64	4,729.09	6731.80	2,182.66	3,106.99	27.28	38.84
3	ACCREDITATION/TRAINING COORDINATOR	70,472.72	100,317.04	5,872.73	8359.75	2,710.49	3,858.35	33.88	48.23
4	ADMINISTRATIVE SECRETARY	62,335.69	88,734.08	5,194.64	7394.51	2,397.53	3,412.85	29.97	42.66
5	ADMINISTRATIVE SUPERVISOR	74,396.29	105,902.19	6,199.69	8825.18	2,861.40	4,073.16	35.77	50.91
6	ASSISTANT FINANCE DIRECTOR	106,473.60	151,563.84	8,872.80	12630.32	4,095.14	5,829.38	51.19	72.87
7	ASSISTANT PLANNER	63,946.27	91,026.72	5,328.86	7585.56	2,459.47	3,501.03	30.74	43.76
8	ASSISTANT VILLAGE MANAGER	131,612.78	187,349.15	10,967.73	15612.43	5,062.03	7,205.74	63.28	90.07
9	ASST TO VILLAGE MANAGER	87,705.35	124,847.48	7,308.78	10403.96	3,373.28	4,801.83	42.17	60.02
10	ASST VILLAGE ENGINEER	104,094.41	148,177.10	8,674.53	12348.09	4,003.63	5,699.12	50.05	71.24
11	BLDG MAINT EMP / FACILITIES TECHNICIAN	57,722.77	82,167.64	4,810.23	6847.30	2,220.11	3,160.29	27.75	39.50
12	BUILDING MAINTENANCE SUPERVISOR	87,703.20	124,844.41	7,308.60	10403.70	3,373.20	4,801.71	42.17	60.02
13	CIVIL/STORMWATER ENGINEER	88,616.30	126,144.19	7,384.69	10512.02	3,408.32	4,851.70	42.60	60.65
14	CODE PROFESSIONAL I	83,227.16	118,472.82	6,935.60	9872.74	3,201.04	4,556.65	40.01	56.96
15	CODE PROFESSIONAL II	74,733.25	106,381.85	6,227.77	8865.15	2,874.36	4,091.61	35.93	51.15
16	CODE PROGOSSIONAL III	64,677.19	92,067.17	5,389.77	7672.26	2,487.58	3,541.05	31.09	44.26
17	COMMANDER	152,280.79	158,479.04	12,690.07	13206.59	5,856.95	6,095.35	73.21	76.19
18	COMMUNITY DEVELOPMENT DIR	131,641.35	187,389.82	10,970.11	15615.82	5,063.13	7,207.30	63.29	90.09
19	COMMUNITY SERVICE TECHNICIAN	56,995.05	81,131.75	4,749.59	6760.98	2,192.12	3,120.45	27.40	39.01
20	CUSTOMER SERVICE REPRESENTATIVE	47,303.19	67,335.50	3,941.93	5611.29	1,819.35	2,589.83	22.74	32.37
21	DEPUTY POLICE CHIEF	122,908.63	174,958.90	10,242.39	14579.91	4,727.25	6,729.19	59.09	84.11
22	DEVELOPMENT SERVICES MANAGER	95,870.08	136,469.87	7,989.17	11372.49	3,687.31	5,248.84	46.09	65.61
23	DIGITAL FORENSIC TECHNICIAN	56,995.05	81,131.75	4,749.59	6760.98	2,192.12	3,120.45	27.40	39.01
24	ENGINEERING INSPECTOR	79,258.37	112,823.30	6,604.86	9401.94	3,048.40	4,339.36	38.10	54.24
25	ENGINEERING SERVICES / IT DIRECTOR	120,444.77	171,451.63	10,037.06	14287.64	4,632.49	6,594.29	57.91	82.43
26	ENGINEERING TECHNICIAN	71,292.31	101,483.71	5,941.03	8456.98	2,742.01	3,903.22	34.28	48.79
27	EVIDENCE CUSTODIAN	63,110.90	89,837.58	5,259.24	7486.47	2,427.34	3,455.29	30.34	43.19
28	FINANCE DIRECTOR	135,702.20	193,170.40	11,308.52	16097.53	5,219.32	7,429.63	65.24	92.87
29	FINANCIAL ANALYST	73,322.28	104,373.35	6,110.19	8697.78	2,820.09	4,014.36	35.25	50.18
30	FLEET/STREETS/UTILITIES SUPERVISOR	93,672.46	133,341.59	7,806.04	11111.80	3,602.79	5,128.52	45.03	64.11
31	HR TECHNICIAN / INTERDEPARTMENT AIDE	62,335.69	88,734.08	5,194.64	7394.51	2,397.53	3,412.85	29.97	42.66
32	HUMAN RESOURCES DIRECTOR	121,293.46	172,659.74	10,107.79	14388.31	4,665.13	6,640.76	58.31	83.01
33	HUMAN RESOURCES GENERALIST	71,979.62	102,462.09	5,998.30	8538.51	2,768.45	3,940.85	34.61	49.26
34	IT ENGINEER	89,577.63	127,512.64	7,464.80	10626.05	3,445.29	4,904.33	43.07	61.30
35	IT TECH / DB DEVELOPER	73,574.80	104,732.81	6,131.23	8727.73	2,829.80	4,028.19	35.37	50.35
36	MANAGEMENT ANALYST	77,179.49	109,864.05	6,431.62	9155.34	2,968.44	4,225.54	37.11	52.82
37	PERMIT SYSTEMS COORDINATOR	62,335.64	88,734.01	5,194.64	7394.50	2,397.52	3,412.85	29.97	42.66
38	PLANNING & ECONOMIC DEVELOPMENT MGR	95,870.08	136,469.87	7,989.17	11372.49	3,687.31	5,248.84	46.09	65.61
39	PERMIT & PLANNING ASST	57,413.81	81,727.85	4,784.48	6810.65	2,208.22	3,143.38	27.60	39.29
40	POLICE CHIEF	136,973.13	194,979.55	11,414.43	16248.30	5,268.20	7,499.21	65.85	93.74
41	PUBLIC WORKS DIRECTOR	136,720.36	194,619.73	11,393.36	16218.31	5,258.48	7,485.37	65.73	93.57
42	RECORDS CLERK	51,775.10	73,701.20	4,314.59	6141.77	1,991.35	2,834.66	24.89	35.43
43	RECORDS SUPERVISOR	81,297.74	115,726.32	6,774.81	9643.86	3,126.84	4,451.01	39.09	55.64
44	SECRETARY	57,413.81	81,727.85	4,784.48	6810.65	2,208.22	3,143.38	27.60	39.29
45	SOCIAL SERVICES SUPERVISOR	88,770.89	126,364.25	7,397.57	10530.35	3,414.26	4,860.16	42.68	60.75
46	SOCIAL WORKER	77,869.17	110,845.79	6,489.10	9237.15	2,994.97	4,263.30	37.44	53.29
47	SUPERINTENDENT OF OPERATIONS	106,013.48	150,908.86	8,834.46	12575.74	4,077.44	5,804.19	50.97	72.55
48	SYSTEMS ADMINISTRATOR	82,843.27	117,926.36	6,903.61	9827.20	3,186.28	4,535.63	39.83	56.70

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager
FROM: Brianna Bacigalupo, Assistant to the Village Manager
DATE: March 25, 2024
RE: Non-Exclusive License Agreement – AT&T

Attached is a Non-Exclusive License Agreement for New Cingular Wireless PCS, LLC d/b/a AT&T to utilize a 15 x 30 area of land and space on the Village-owned water tower located at 1015 W. Lies Rd. for the purpose of installing, maintaining, repairing, and operating up to twelve (12) wireless communications antennas and related equipment. This agreement is similar to other license agreements the Village Board has approved for T-Mobile/Sprint and Verizon Wireless. Equipment installed by Sprint was decommissioned in late 2022. Currently, the Village has an agreement with Verizon Wireless for equipment installed at the same water tower location.

In line with other similar agreements, the Licensee is required to acquire all necessary permits and provide an engineering analysis to ensure the installation of new antennae will not compromise the structural integrity of the water tower. Provisions in the agreement allow for automatic extension for up to four (4) additional terms of five (5) years each, unless either party wishes to terminate the existing agreement. In exchange for the right to use the water tower for a wireless antennae system, AT&T will be required to pay \$4,000 per month for lease of the space, with a 4% escalator rate occurring on the anniversary of the Commencement Date each year. In addition, AT&T will pay a one-time payment of \$5,000, and a one-time maintenance payment of \$10,000 to the Village within sixty (60) days after the full execution of the agreement.

In researching lease agreements in similar municipalities, staff found that the proposed terms and rates are comparable to similar agreements. Staff recommends approval of the attached Non-Exclusive License Agreement with AT&T to install antennae and related equipment on the Lies Road water tower. This agreement has been reviewed by the Village Attorney.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A NON-EXCLUSIVE LICENSE AGREEMENT
WITH NEW CINGULAR WIRELESS PCS, LLC
(1015 West Lies Road, Parcel No. 01-24-300-021)**

WHEREAS, the Village is the owner of a parcel of land commonly known as 1015 West Lies Road, Parcel 01-24-300-021 in the Village of Carol Stream, County of DuPage, State of Illinois (the “Village Property”), upon which a water tower (the “Tower”) is located; and

WHEREAS, New Cingular Wireless, PCS, LLC, desires to License a portion of the Village Property for the purpose of the construction, operation and maintenance of wireless communications facilities near the base of the Tower, and to install and operate communications equipment, antennas and appurtenances upon the Tower, as described in the License Agreement attached hereto; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to grant a non-exclusive license to use a portion of the Village Property and Tower, in accordance with the terms and conditions of the Non-Exclusive License Agreement attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: The Non-Exclusive License Agreement by and between the Village of Carol Stream and New Cingular Wireless PCS, LLC, attached hereto, is hereby approved. The Village Manager is hereby authorized and directed to execute the Non-Exclusive License Agreement in accordance with the terms of this resolution.

ADOPTED this 1st day of April, 2024, pursuant to a roll call vote of the Corporate Authorities of the Village of Carol Stream as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 1st day of April, 2024 by the Mayor of the Village of Carol Stream.

Frank Saverino, Sr., Mayor

(SEAL)

ATTEST:

Julia Schwarze, Village Clerk

Market: MIDWEST – ILLINOIS / WISCONSIN
Cell Site Number: IL0318
Cell Site Name: Carol Stream WT
Fixed Asset Number: 12977146

NON-EXCLUSIVE LICENSE AGREEMENT

This Agreement ("Agreement") is made as of the ___ day of _____, 2024, by and between the VILLAGE OF CAROL STREAM, an Illinois home rule municipal corporation ("Village") 500 N. Gary Avenue, Carol Stream, Illinois and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, 13F Atlanta, GA 30319_, (hereinafter designated "Licensee"). Village and Licensee are sometimes collectively referred to herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the Village owns a water tower (the "Tower") located at 1015 West Lies Road, Parcel 01-24-300-021 in the Village of Carol Stream, County of DuPage, State of Illinois, and described in Exhibit "A", which is incorporated into this Agreement by this reference; commonly known as the "Village Property";

WHEREAS, Licensee desires to License a portion of the Village Property for the purpose of the construction, operation and maintenance of wireless communications facilities near the base of the Tower, and to install and operate communications equipment, antennas and appurtenances upon the Tower, as described in Exhibit "B" attached hereto;

NOW, THEREFORE, in consideration of the terms, conditions and fees hereinafter set forth and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Village and Licensee agree as follows:

1. Grant of License.

a. The Village hereby grants a license to Licensee to utilize a 15 x 30 area of land space containing 450 square feet upon the Village Property, and space on the Tower, as shown in the Description of Licensed Premises, "Exhibit "B", attached hereto and incorporated herein, solely for the purpose of installing, maintaining, repairing and operating up to twelve (12) wireless communications antennas, cables, coax, nodes and related equipment of the Licensee (hereinafter the "Facilities"). Such area and space, collectively, are hereinafter referred to as the "Licensed Premises." As used herein, "Facilities" include any and all utility lines, all electronic equipment up to the transmitting and receiving antennas and support structures thereto.

b. Provided Licensee is not in default under this Agreement beyond any period allowed hereby for cure, Licensee shall have the non-exclusive right, during the Term to conduct tests and to install, maintain, repair, operate, replace or remove any of its Facilities in or upon the Licensed Premises as described in Exhibit B, all of which shall belong to and be removable by Licensee in accordance with Section 18 of this Agreement.

c. The Village represents to Licensee that the Village has the authority to grant the license and rights being provided to Licensee under this Agreement. The Village acknowledges that Licensee is relying upon the foregoing representation in entering into this Agreement and in expending monies in connection therewith. Notwithstanding the foregoing, in the event the use of the Licensed Premises is prevented by law, ordinance, government regulation, injunction or court order, Licensee's sole and exclusive remedy shall be limited to the termination of this Agreement, and in such event, the Village shall not be liable for any damages incurred by Licensee as a result of the termination of this Agreement as to the Licensed Premises. Licensee represents to The Village that it has the full right to enter into and perform this Agreement and to install, operate and maintain the Facilities and that the operation and maintenance of the Facilities shall not infringe on the legal rights of any other licensed telecommunications providers that are operating on the Tower as of the date of this Agreement.

d. Licensee accepts the Licensed Premises in an "as-is, where-is" basis, without any representations or warranties of any kind, expressed or implied, either oral or written, made by Village or any agent or representative of the Village. The Village and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition of improvements, quality or merchantability of the Licensed Premises or any portion thereof. Licensee covenants and agrees that it has had the opportunity to inspect the Licensed Premises and that such Licensed Premises is in good order and condition.

2. Use of Licensed Premises.

a. Licensee shall use the Licensed Premises for the sole purpose of constructing, maintaining, repairing and operating the Facilities and uses incidental thereto solely in connection with the Licensee's wireless telecommunications services in accordance with the terms of this Agreement.

b. Licensee shall perform or cause all work performed upon the Licensed Premises to be done in a good and workmanlike manner, free of any defects or deficiencies. Licensee shall construct, operate, maintain and repair its Facilities in a manner that does not reduce the useful life of the Water Tower, any portion of the Water Tower, or any other Village property.

c. Licensee shall conduct its operations at the Licensed Premises and control its agents, employees, contractors and invitees in such a manner so as not to create any nuisance or interfere with any use of the Licensed Premises or other property owned adjacent to the Tower by the Village or any other permitted user, occupant or invitee of the Village at the Tower, but Licensee's obligation in connection with radio interference only applies

where existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Licensee shall comply with any and all applicable rules, regulations and ordinances of the Village pertaining to the Licensed Premises as adopted from time to time.

3. Construction.

a. Prior to commencing any construction, Licensee shall submit to the Village building permit application and a complete set of Licensee's plans for construction on the Licensed Premises and pay all permit fees and such actual and reasonable fees and costs associated with reviewing said plans as set forth herein. The Village shall review such plans promptly and, if the plans comply with all applicable federal, state and local codes, rules and regulations, including the National Electric Safety Code and the National Electric Code of the National Board of Fire Underwriters and the Village determines that said proposed Facilities will not endanger any person or property, adversely affect the Village's operations, adversely impact the Tower or adversely impact or interfere with the operation of any existing licensee located upon the Village Property, then the Village shall promptly issue a building permit. Licensee agrees to reimburse the Village for Design Review Services by the Village's consultant. The parties further agree that Licensee shall pay said Review Fees within thirty (30) days after receipt of an invoice from the Village detailing the Design Review Services rendered by the Village's consultant. Prior to the receipt of such building permit and payment of all required fees, Licensee will not begin construction on the Licensed Premises.

b. Prior to any construction, Licensee shall provide to the Village for review and approval, at Licensee's expense, the gross weight of the Facilities to be placed on the Tower. Licensee shall, at Licensee's sole cost and expense, provide an evaluation of the effect of the construction and operation of facilities on the structural integrity of the Tower ("Structural Analysis"). Such Structural Analysis shall be conducted by an individual or company properly licensed and accredited to perform said Structural Analysis acceptable to the Village. If in the Village's reasonable judgment the evaluation of any future Structural Analysis regarding Licensee's subsequent Alterations shall find that such Alterations would have a deleterious effect to the Tower or the Village's use thereof, then the Village shall have the right to terminate this Agreement with ninety (90) days' prior written notice to Licensee. The Village also maintains the right to inspect Licensee's work by a structural engineer or other professional to determine whether Licensee's installation is in substantial conformance with the approved plans. The Parties further agree that Licensee shall pay all actual and reasonable costs of inspection within thirty (30) days after receipt of an invoice from the Village detailing the inspection services rendered by the Village's consultant. Licensee shall be responsible for any and all damages to the Tower as a result of Licensee's installation, maintenance and operation of its Facilities. In addition, prior to the Commencement Date, Licensee shall supply in writing frequency information for each of its antennas, the Effective Radiated Power (ERP) for each antenna, and the area around each antenna, which is considered unsafe for personnel to be near.

c. Licensee agrees to also reimburse the Village for Construction Phase Services by the Village's consultant ("Construction Fee"). The parties agree that the Construction Fee shall be paid by Licensee within thirty (30) days after the receipt of an invoice from the Village detailing such costs.

d. Licensee undertakes full and complete responsibility at all times hereafter for the expenses of, and quality of, construction and compliance with all applicable Federal, State and local laws, regulations and codes, code requirements and regulations of governmental authorities having jurisdiction over the construction, including but not limited to compliance with acts affecting construction of public buildings and service areas used by public employees, and Licensee agrees to remedy or correct any deficiencies with such compliance. The construction shall be performed pursuant to the building permit and conducted by authorized and licensed personnel and shall be performed in compliance with local and State requirements for construction activities upon public property. Licensee agrees that all installations and constructions described in this License shall be completed promptly in a neat, high quality workmanlike manner, consistent with good engineering practices and in compliance with all applicable codes and regulations. All costs associated with the installation of Licensee's Facilities, including permit costs and the cost of extending electrical service to Licensee's equipment, shall be paid by the Licensee. Prior to the issuance of permits, Licensee's contractor shall maintain and provide Village with evidence of each of the insurance coverages specified in Section 14 of this License, in the amounts so specified.

e. Licensee shall apply for all necessary construction permits within ninety (90) days of the date of this Agreement. Licensee shall complete the initial installation of the Facilities as approved by the Village within two hundred seventy (270) days after the Commencement Date. Licensee shall provide Village with as-built drawings of the Facilities installed on the Licensed Premises, which show the actual location of all equipment and improvements and Licensee shall also provide to the Village certification by an engineer licensed in the State of Illinois that the Facilities have been completed in accordance with the approved building plans, within thirty (30) days after completion of construction. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property and Facilities.

f. Licensee shall, at its sole cost and expense, comply with the radio frequency exposure limits (the RF Exposure Limits) promulgated under 47 C.F.R. 1.1307, et. Seq. (as amended from time to time) of the Code of Federal Regulations. Licensee shall conduct an initial test for compliance with Federal radio frequency exposure limit rules prior to placing Licensee's Facilities into commercial operation, and Licensee shall perform additional tests upon request by Village and upon any change in the Facilities or any part thereof on the Licensed Premises. All such testing shall be performed by a qualified radio engineer and shall show whether and where (i) workers on the interior or exterior portions of the Water Tower and (ii) persons on the Village Property may be exposed to radio frequency emissions in excess of those allowed by applicable Federal radio frequency exposure limit rules then in effect. A copy of the test results shall be provided to both Parties. If such tests show noncompliance with applicable Federal radio

frequency exposure limit rules then in effect, then all Licensee's communications equipment on the Property shall immediately be shut down (except for work necessary to bring it into compliance) until subsequent tests again show compliance with such rules.

g. Village may, at its expense, perform tests as necessary to determine compliance of the Facilities located on the Property with Federal radio frequency exposure limit rules, currently set forth at 47 C.F.R. Section 1.1310, or subsequent Federal rules as from time to time in effect.

h. Notwithstanding any other provision of this Agreement, after completion of Licensee's initial installation as approved by the Village, and as depicted in Exhibit B and Exhibit C attached hereto, Licensee shall not make any subsequent alterations, additions, installations, substitutes or improvements to its Facilities which differ from the Facility Plans depicted in Exhibits B and C (hereinafter collectively called "Alterations"), without first obtaining the Village's written consent. Licensee shall submit to the Village a detailed proposal of any proposed alterations and any supplemental materials as may be requested, for the Village's evaluation. The Licensee may make alterations, additions, installations, substitutions or improvements to Licensee's equipment located within Licensee's equipment building without the Village's approval or consent, except as required by Village ordinances or unless such alterations, additions, installations, substitutions or improvements would interfere with Village operations, have a material effect upon the Village Property, or interfere with the operations of other licensees of the Village Property. During the Term of the Agreement, Licensee shall pay the Village's reasonable costs for reviewing or inspecting any proposed alterations within thirty (30) days after receipt of an invoice from the Village.

i. Licensee shall keep the Licensed Premises and Licensee's interest herein free of any liens or claims of liens and shall discharge any such liens within forty-five (45) days of Licensee receiving formal, written notice of such liens. Before commencement of any work, Licensee's contractor shall provide any payment or performance bond required by The Village. To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the Village harmless from and against any and all liens or claims for liens for material or labor by reason of any work done and/or material furnished by or to Licensee in connection with any construction, installation, maintenance, repair or other work undertaken at any time by Licensee in or upon the Licensed Premises. Licensee shall not record any security interests against the Licensed Premises.

j. Licensee shall not conduct tests, install, maintain, operate, replace or remove any Facilities so as to disrupt, disturb or otherwise interfere with the activities of the Village without first obtaining the prior permission of the Village, except in time of emergency.

4. Term of Agreement.

a. The Initial Term of this Agreement shall be five (5) years and shall commence upon the first (1st) day of the month after Licensee is has received all necessary permits from the

Village in order to proceed with the installation of the Facilities (the "Commencement Date").

b. Thereafter, so long as this Agreement has not previously been terminated, this Agreement shall be extended automatically by agreement of the Parties for up to four (4) additional terms of five (5) years each (the "Extended Terms") upon such terms and conditions set forth in this Agreement, unless (1) either the Licensee provides the Licensor with prior written notice of the intent to terminate this Agreement at the end of any Term at least one (1) year before the end of such Term and pays the Licensor a termination fee in an amount equal to one year's current license fee or (2) this Agreement has otherwise been terminated in accordance with the terms of this Agreement. The word "Term" as used herein shall be deemed to include the Initial Term and the Extended Terms when the Extended Terms commence unless sooner terminated under the terms hereof.

c) Licensee shall, within one hundred twenty (120) days after the expiration of the Term or within one hundred twenty (120) days after the date of any earlier termination of this Agreement, remove its Facilities and all other personal property and restore the Licensed Premises to its original condition, reasonable wear and tear excepted. (the "Removal Period") Licensee shall continue to pay the Village the then applicable monthly License Fee during the Removal Period. The Village agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Licensee to remain on the Premises after termination of this License, Licensee shall pay the license fee at the then existing monthly rate until such time as the removal of the Facilities and all personal property are completed. If Licensee fails to remove its Facilities and all other personal property one hundred twenty (120) days after the termination of this Agreement, the Facilities and other personal property of the Licensee shall be deemed to be abandoned and the Village shall have the right, but not the obligation, to remove the Facilities and all other personal property and charge or seek reimbursement from Licensee for the removal and storage costs. If Licensee fails to pay Village such removal costs and storage costs within thirty (30) days of the written request for payment, then Village is authorized by Licensee under this License to give away, sell or dispose of the building(s), antenna(s), equipment, conduits, fixtures and all personal property without any obligation to pay or liability to Licensee for the value of the building(s), antenna(s), equipment, conduits, fixtures and all personal property.

d) Licensee has no right to retain possession of the Licensed Premises or any part thereof beyond the expiration of the Removal Period set forth in Section 4(c) herein. In the event that Licensee fails to vacate the Licensed Premises and removal all Facilities and other personal property, then the license fee payable from and after the time of the expiration or earlier Removal Period set forth in Section 4(c) shall be equal to triple the license fee applicable during the month immediately preceding such expiration or earlier termination.

5. License Fees.

a. On the Commencement Date the license fee shall commence and be due at a total annual amount of Forty-eight Thousand and 00/100 Dollars (\$48,000.00) (the "License Fee") to be paid in equal monthly installments on the fifth day of the month, in advance to the Village. The License Fee shall be payable to the Village at 500 N. Gary Avenue, Carol Stream, IL 60188, Attention: Finance Director. The Parties hereby acknowledge and agree that the initial monthly installment of the License Fee shall be sent by Licensee within thirty (30) days after receipt of the written acknowledgement of the Commencement Date.

b. On each annual anniversary of the Commencement Date of this License and throughout the duration of the Term, the License Fee shall be increased by an amount equal to four percent (4%) of the Licensee Fee due for the previous year of the Agreement, and will be payable in monthly installments as set forth in Exhibit "D" attached hereto and made a part hereof.

c. Any monthly License Fee payment not received by the fifth day of the month shall incur a late payment charge equal to five percent (5%). Additionally, any License Fees or other amounts due under the terms of this Agreement not paid when due shall accrue interest at the rate of one percent (1%) per month until paid.

d. Licensee shall pay to the Village a one-time payment of Five Thousand 00/100 Dollars (\$5,000.00), within sixty (60) days after the full execution of this Agreement.

e. As additional consideration, Licensee, on the Commencement Date shall pay to the Village a one-time maintenance payment of Ten Thousand 00/100 Dollars (\$10,000.00) ("Maintenance Fee"). Licensee shall make payment of the Maintenance Fee within sixty (60) days after the full execution of this Agreement.

f. The Village agrees to provide Licensee documentation necessary for the Licensee to comply with tax and information return reporting rules of the Internal Revenue Service ("IRS") or state and local governments, including, without limitation, IRS Form W-9 and applicable state withholding forms, in a form acceptable to Licensee.

6. Maintenance.

a. Licensee shall, at its own expense, maintain its Facilities in a safe and slightly condition, in good repair, and in a manner so as not to conflict with the use of the Tower by the Village or of others using the Tower with the Village's permission.

b. Licensee shall have sole responsibility for the maintenance, repair, and security of its equipment, personal property, its Facilities, and improvements, and shall keep the same in good repair and condition during the License term.

c. Licensee shall keep the Licensed Premises free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.

d. The Village, at all times during this License, reserves the right to take any action it deems reasonably necessary, upon written notice to Licensee, in its sole discretion, to repair, maintain, alter or improve the Village Property in connection with its operations as may be necessary. During the term of the Agreement and upon request of Village, Licensee shall relocate its equipment on a temporary basis and at its sole expense, to another location on the Village Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Village performing maintenance, repair, painting or similar work on the Tower provided that: i) the Village shall provide no less than ninety (90) days' prior written notice to Licensee before Licensee shall be required to relocate its equipment; ii) the Temporary Relocation shall allow Licensee to continue its communication operations in a similar manner to Licensee's original location; and iii) within sixty (60) days after receipt of notice from the Village confirming the completion of any maintenance, painting, repair or similar work by Village, Licensee shall be permitted to return to its original location from the temporary location. In the event that the Village determines that the Licensee shall not be required to relocate its Facilities from the Tower, Licensee shall take all reasonable measures, at its cost, to cover its Facilities and to protect such from paint and/or damage which may occur during the painting process. In addition, Licensee shall within thirty (30) days after receipt of an invoice from the Village, pay any actual and reasonable additional maintenance, painting, repair or similar costs incurred by the Village due to the location of the Licensee's Facilities upon the Licensed Premises.

e. The Village shall not be liable to the Licensee, its customers, or anyone else for the interruption of service of the Licensee or any interference with the operation of Licensee's equipment.

f. In the case of an emergency, the Village shall notify the Licensee as soon as practicable and will take reasonable steps to protect Licensee's Facilities during any emergency work.

7. Access to Licensed Premises.

a. Licensee shall have access to the Tower by providing forty-eight (48) hour telephonic notice to the Village's Public Works Director, or their designee, by calling (630)871-6260, except in emergencies, in which case prior notice shall be given as may be practicable under the circumstances. Access for scheduled work is allowed between the hours of 7:30 a.m. and 3:00 p.m. to allow for Public Works employee to unlock and lock any Village facilities where access is required. If emergency access is required after hours, the Licensee should call 9-1-1. If emergency occurs during normal Village working hours (M-F 7:00 a.m. to 3:30 p.m.), a Village employee will be dispatched immediately. If emergency occurs outside of regular hours, a Village employee will arrive in no more than two hours. Licensee shall have access to its fenced land space and

provide the Village with a courtesy notice thereof. The Village shall have the right to have its Public Works Director, or designee, accompany Licensee whenever Licensee accesses the Licensed Premises. If the Public Works Director or his designee accompanies Licensee, Licensee shall pay Village, within thirty (30) days after receipt of an invoice from Village, a Supervision Fee equal to \$90.00 per hour and partial hours will not be prorated. An emergency for the purposes of this Section 7 shall mean any time Licensee's Facilities become partially or fully inoperable.

b. Licensee shall ensure that only duly authorized personnel of the Licensee are allowed access to Licensed Premises to ensure proper security of Licensed Premises and shall provide to the Village a list of the names and telephone numbers of the contractor agencies whose personnel are authorized to access the Licensed Premises. Licensee further agrees to provide the Public Works Director, or designee, a letter on company letterhead authorizing access for any sub-contractors and that all individuals authorized by Licensee to access Licensee's equipment on the Licensed Premises shall provide badge and photo identification showing they are an authorized agent of Licensee.

8. Utilities.

Licensee shall solely and independently be responsible for all costs of providing utilities necessary for the operation of Licensee's Facilities to the Licensed Premises, including the separate metering, billing, and payment of utility services consumed by Licensee's operations. Licensee agrees to furnish and install an electrical meter at the Premises for the measurement of electrical power used by Licensee's installation and Licensee shall pay the utility directly for its power consumption.

The Licensee further expressly acknowledges that the Village does not guarantee uninterrupted electrical service, and the Village shall not be responsible for electrical outages or interruptions in electrical service used by Licensee.

9. Permit Fees, Taxes and Other Charges.

a. Licensee shall pay, as they become due and payable, all fees for required permits, certificates and other approvals which are directly attributable to Licensee's Facilities.

b. Licensee acknowledges that the Licensed Premises are currently exempt from all taxes, including, but not limited to, real estate taxes. In the event (a) this License Agreement or the rights granted under this Agreement results in the full or partial loss of such exemption, or (b) the Licensed Premises and/or the non-licensed portion of the Tower become subject to the assessment of real estate taxes as a result of this Agreement, then Licensee agrees to pay the Village the amount of any such tax directly attributable to this Agreement or Licensee's Facilities, through reimbursement, within thirty (30) days after receipt of any tax bill and supporting documentation to Licensee, to be mailed to the address inserted below, but reserves the right to appeal such assessment, prior to the due date therefore for each year this Agreement remains in effect, including any and all extensions. In the event other non-municipal users install equipment on the property or Tower resulting in any such tax assessment, the amount of any such tax shall be prorated

between such users. Any taxes not paid by the Licensee as provided herein shall incur interest at the rate of two (2%) percent per month until paid in full. Tax reimbursements shall be directed to:

Village Manager
Village of Carol Stream
500 Gary Avenue
Carol Stream, IL 60188

c. Licensee shall indemnify Village from any and all liability, obligation, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Village or Licensee in relation to the fees, charges or taxes owed or assessed on the Licensed Premises.

10. Interference:

a. Licensee agrees that its installation, operation, and maintenance of its Facilities shall not damage or interfere with the Village's operations of the Tower, any Village equipment or related repair and maintenance activities. Licensee agrees it shall not install or operate any equipment on the Tower of the type and frequency which will cause interference to any equipment of the Village. Upon written notice from Village of any such interference, Licensee agrees to take all steps necessary to correct and eliminate any such interference. The Village shall be entitled to terminate this Agreement if such interference cannot be eliminated within ninety (90) days of receipt of written notice from the Village or may, in addition to any rights that it may have in law or in equity, bring a court action to enjoin such interference. Notwithstanding the foregoing, if any interference occurs with respect to any public safety operations of the Village, the Licensee shall cease any such interference within 24 hours.

b. Both Village and Licensee shall be allowed to conduct radio frequency emission and interference studies from time to time to determine whether Licensee's use of the Premises and/or its Facilities will interfere with the Village's or the Village's lessee's or licensees current or proposed use of the Licensed Premises or Village Property.

c. The Village does not guarantee to Licensee subsequent non-interference with Licensee's communications operations, provided, however, that in the event any other party except a governmental unit, office or agency requests permission to place any type of additional antenna or transmission facility on the Tower, the procedures of Sub-section d. and e. below shall govern to determine whether such antenna or transmission facility will interfere with Licensee's transmission operations.

d. If the Village receives any such request, the Village shall submit or cause to be submitted, a proposal complete with all technical specifications, as may be reasonably requested by Licensee, to Licensee for review for non-interference; however, the Village shall not be required to provide Licensee with any specifications or information

reasonably claimed to be of a proprietary nature by the third party in good faith. The third party shall be responsible for the reasonable cost of preparing the technical specifications for its proposed transmission facility. Licensee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Licensee to the installation of the antenna or transmission facilities pursuant to said proposal. If Licensee gives notice of objection due to interference during such thirty (30) day period and Licensee's objections are verified by the Village to be valid, then Licensee and the future licensee shall take steps to reduce the interference. Thereafter, The Village may proceed with the proposal. A governmental unit, office or agency may be allowed to place antenna or other communications facilities on the Tower regardless of potential or actual interference with Licensee's use, provided however, if Licensee's use of the Premises is materially affected, Licensee may terminate this License without penalty of payment.

e. Licensee's use of the land and operation of its Facilities shall not interfere with the use and operation of other communication facilities on the Tower, which pre-existed Licensee's Facilities, but Licensee's obligation in connection with radio interference only applies where existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, or if applicable, which pre-existed any proposed modifications to Licensees Facilities. If Licensee's Facilities cause interference with said pre-existing Facilities, Licensee shall take all measures reasonably necessary to correct and eliminate the interference. If the interference cannot be eliminated in a reasonable time, Licensee shall immediately cease operating its facility and only operate the equipment during the hours specified by the Village in order to test whether such interference continues or it has been satisfactorily eliminated. If the interference cannot be eliminated within ninety (90) days, the Village and/or Licensee may terminate this License without penalty of payment. In all cases, the most recent licensee, or in the case of facility upgrades, the licensee most recently modifying its equipment, shall be responsible for curing any interference caused by the installation and/or operation of its antenna or other telecommunication devices on the Tower.

f. The Village shall not permit its licensees or lessees to use any portion of the Village Property that interferes with the use and operations of Licensee's telecommunications Facilities which pre-dated such other licensees' facilities or use of the Village Property and shall seek to have such other licensees or lessees take such measures as reasonably necessary to correct and eliminate such interference within a reasonable time. If the interference cannot be eliminated within ninety (90) days, the Licensee may terminate this Agreement or may bring a court action against the offending licensee to enjoin such interference.

g. Licensee shall reasonably cooperate with any other prior or subsequent licensees of the Village to resolve and eliminate any issues of interference.

11. Indemnification.

To the fullest extent permitted by law, Licensee, at its expense, shall defend, indemnify and hold harmless the Village and its officials, officers, agents, employees, invitees, licensees, lessees, and contractors (with counsel reasonably satisfactory to the Village) from and against any cost, claim, action, liability or damage of any kind arising from (i) Licensee's use and occupancy of the Licensed Premises or any activity done or permitted by Licensee in, on or about the Licensed Premises or any activity done or permitted by Licensee of its obligations under this Agreement; (ii) any negligent act or omission or willful misconduct of the Licensee, its agents, employees, invitees, or contractors excepting however, such claims or damages as may be due to or caused by the willful acts or omissions of the Village, its employees, agents or contractors. The Village shall not be liable to Licensee or any other person or entity for any damages arising from any act or omission of any other licensee or lessee.

12. Assignment and Subletting.

- a. Licensee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Licensed Premises without the prior written consent of the Village, provided however that Licensee may assign this Agreement, in whole or in part, without any approval or consent of the Village, to Licensee's principal, affiliates, subsidiaries of its principal or to an entity controlling, controlled by, or under common control with Licensee, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which Licensee's Equipment is located by reason of a merger, acquisition or other business reorganization, provided said assignee will assume recognize and also become responsible to the Village for the performance of all of the terms and conditions to be performed by Licensee under this License. This License shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.
- b. Licensee shall not sublicense any portion of the Licensed Premises and shall not allow any other party to use its equipment, including its antennas unless said other party has received a written license from the Village.
- c. Notwithstanding anything to the contrary contained in this Agreement, Licensee may not assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Licensee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.
- d. Licensee shall not allow any cloud upon the title to the Licensed Premises to be recorded, including but not limited to any mortgage, pledge, security interest, or sublicense.

13. Hazardous Substances.

a. The Village represents that to the best of the Village's knowledge (i) the Licensed Premises, as of the date of execution of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Licensed Premises has not been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Licensee shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about the Licensed Premises by Licensee, except that Licensee shall be permitted to use batteries for emergency power for Licensee's Facilities and other materials used in the ordinary course of Licensee's business approved in advance by the Village. If Licensee's use of Hazardous Substances brought upon, kept, stored or used in or about the Licensed Premises by Licensee, its officers, employees, agents, or independent contractors, in violation of this Section and/or said batteries used for emergency power and/or other materials used in the ordinary course of Licensee's business, cause contamination of the Licensed Premises, or other property owned, Licensed or controlled by the Village, Licensee shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Village's option, defend the Village, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean up, remediation, removal or restoration work required by any federal, state, or local governmental authority because of the presence of any such Hazardous Substances on or about the Licensed Premises or other property owned, Licensed or controlled by the Village, due to Licensee's fault or the fault of any of Licensee's officers, employees, agents, or independent contractors; provided, however, that this indemnification shall not apply to the extent the Village, its agents, contractors or employees cause any such environmental occurrence.

b. For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances", "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances", "materials", or "wastes" under any Federal law or the law of the state in which the Premises are located; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Licensee's activities or the activities of any of Licensee's officers, employees, agents, or independent contractors violate any Environmental Laws, Licensee shall cease such activities immediately upon notice from the Village. Licensee shall immediately notify the Village both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

c. Licensee represents to the Village that Licensee's use of the Licensed Premises does not require Licensee to obtain any permits or licenses from any governmental body responsible for monitoring or otherwise overseeing compliance with Environmental Laws. Licensee further covenants to the Village that if any such permits or licenses for

Licensee's Permitted Uses are required in the future, Licensee shall notify the Village immediately, obtain such permit or license within such time limits allowed by law, and provide the Village with copies of the same within five (5) days of receipt of issuance.

d. The Village and Licensee each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Village Property.

14. Insurance.

a. Licensee shall carry and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with Licensee's operation and use of the Licensed Premises. The cost of such insurance shall be borne by Licensee, and shall be in the following coverage and amounts:

1. Commercial General Liability per ISO form CG 00 01 or its equivalent with a limit of \$3,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including the Village and its officers, officials and employees as additional insureds, on a CG 20 10 or CG 20 26 endorsement, with respect to this Agreement for liability caused, in whole or in part, by the use and operation of the Licensed Premises and the Facilities, and/or arising out of activities performed by Licensee. Said insurance coverage shall be primary as respects liability assumed by Licensee, its officers, officials, employees and agents.

Any insurance maintained by the Village shall be in excess of Licensee's insurance and shall not contribute with it, but only with respect to liability assumed by Licensee under this License. The required insurance shall be from any insurance company or companies authorized to do business in Illinois with a policy holder's rating of at least an "A minus" and a financial rating of at least "VII" in the latest edition of the Best Insurance Guide.

2. Worker's Compensation and Employers' Liability: Workers compensation limits as required by statute and Employers' Liability limits of One Million and 00/100 Dollars (\$1,000,000.00) each accident; One Million and 00/100 Dollars (\$1,000,000.00) each employee; One Million and 00/100 Dollars (\$1,000,000.00) disease-policy limit.

3. Commercial Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Licensee in the amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit each accident for bodily injury and property damage.

4. At the start of and during the period of any construction, Builders All Risk insurance, together with an installation floater or equivalent property coverage

covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Facilities. Upon completion of the installation of the Facilities, Licensee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Facilities. The amount of insurance at all times shall be representative of the insurable values installed or constructed. Licensee self-insures its property coverage and in satisfaction of the waiver of subrogation requirement Licensee will include the Village as joint loss payee to the extent of the Village's insurable interest which would have been covered had Licensee purchased property insurance.

b. All policies shall be written on an occurrence and not on a claims made basis.

c. Licensee and Licensee's parent company (add name of parent company) shall be jointly and severally responsible for payment of all deductibles, self-insured retentions or related costs. The Licensee hereby indemnifies and saves harmless the Village and the Additional Insureds from and against the payment of any deductible.

d. Licensee shall, on or before the Commencement Date and prior to the installation of any of its Facilities and from time to time at the Village's request during the Term, furnish to the Village certificates of insurance evidencing such coverage and additional insured endorsements acceptable to the Village. All insurance policies shall contain an endorsement providing that the Licensee's insurer shall provide 30 days written to the Village notice of cancellation or intention not to renew any insurance required herein. Failure of the Licensee to provide certificates of insurance and additional insured endorsements acceptable to the Village for any replacement coverage prior to the termination of the previous insurance coverage shall be grounds for immediate termination of this License Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. Licensee will provide to the Village within fifteen (15) days of the Village's written request to Licensee, a copy of actual, authentic and applicable insurance policies which policies shall not be disclosed to any third party except as required by law. Licensee shall not use or permit the Licensed Premises to be used in any manner which would render the Village's insurance thereon void or the insurance risks more hazardous; provided, however, that the Village acknowledges and agrees that Licensee's current Permitted Use of the Licensed Premises does not make the insurance risks more hazardous. Licensee shall not use or occupy the Licensed Premises or permit the Licensed Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or in any manner which would cause structural injury to the Tower, or which would constitute a public or private nuisance or waste.

15. Village Approvals.

In any case where the approval or consent of the Village is required, requested or otherwise to be given under this Agreement, such approval or consent shall be given in

writing by the Village's Manager, and Licensee may rely upon any such approval or consent.

16. Default.

a. The following events shall be deemed to be events of default by Licensee under this Agreement ("Event of Default"):

1. Licensee shall have failed to pay the License Fee, or any other fees or charges provided herein, or any portion thereof,
2. Licensee shall have failed to comply with any provision of this Agreement.
3. Any material representation made by Licensee in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village or any Governmental Authority pursuant to or in connection with any of said documents, shall be untrue or incorrect in any material respect as of the date made.
4. Licensee abandons the Licensed Premises for a period of over six (6) months.
5. The entry of a decree or order for relief by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, (or similar official) of Licensee for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.
6. The commencement by Licensee of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by Licensee to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, (or similar official) of Licensee or of any substantial part of the Licensed Premises, or the making by any such entity of any assignment for the benefit of creditors or the failure of Licensee generally to pay such entity's debts as such debts become due or the taking of action by Licensee in furtherance of any of the foregoing, or a petition is filed in bankruptcy by others and not dismissed within thirty (30) consecutive days.
7. The Village's failure to perform any term, condition or breach of any warranty or covenant under this Agreement.

b. In the event either Party to this Agreement should fail to perform or avoid its obligations herein, the Party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this

Agreement. The breaching Party shall have thirty(30) days to cure any breach after receipt of written notice, otherwise the Party not in breach may initiate an action in the Circuit Court of DuPage County to enforce the terms and conditions set forth herein, and, if a breach of the terms of this Agreement is found to exist, shall be permitted to assess all costs and reasonable attorney's fees incurred by reason of such enforcement action against the Party in breach.

c. If Licensee fails to perform any obligations hereunder beyond any period allowed hereby for cure, after written notice has been provided as required herein, the Village may enter the Licensed Premises and perform it on Licensee's behalf. In so doing, the Village may, but shall not be required to, make any payment of money or perform any other act. All sums paid by the Village, and all incidental costs and expenses, shall be due and payable by Licensee to the Village within thirty (30) days of written notice thereof, together with interest from the date of demand to the date of payment at the "Interest Rate". For purposes of this Agreement, the Interest Rate shall mean one (1) percent per month on any unpaid balance due, it being understood, however, that in no event shall such Interest Rate exceed the maximum interest rate permitted by state law.

d. If (1) Licensee shall be in default of the payment of the Licensee Fees, or (2) Licensee shall be in default of any other fees or amounts due, and such default shall continue for thirty (30) days after written notice thereof is received by Licensee; or (3) Licensee shall default in the performance of any other of Licensee's material obligations contained in this Agreement and such default shall continue for (30) days after written notice thereof is received by Licensee, then, in addition to any other remedies which may be available to the Village at law or in equity, after forty-five (45) days written notice to Licensee, the Village may, if the Village elects, terminate this Agreement, and Licensee's rights under the license granted to Licensee pursuant to this Agreement shall terminate. Notwithstanding the foregoing, the Village, in its discretion, may grant the Licensee an additional thirty (30) days to cure the default if Licensee commenced the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

e. In the event that the Village shall be in default of the performance of any of its material obligations under this Agreement or takes any action in violation of the terms and conditions of this Agreement which impairs Licensee's exercise of its rights under this Agreement or Licensee's use of the Licensed Premises in accordance with this Agreement, and such default or action shall continue in effect for forty five (45) days after written notice thereof is received by the Village, then in addition to any other remedies at law or inequity which may be available to Licensee, Licensee may, upon forty five (45) days prior written notice to the Village, if it so elects, terminate this Agreement.

17. Termination.

a. Licensee may terminate this Agreement at any time prior to the commencement of construction upon the Licensed Premises, upon thirty (30) days' notice to the Village,

should the Licensee determine that the condition of the Licensed Premises is unsatisfactory for its intended use.

b. In the event the site or a portion of the site on which the Licensed Premises is located is sold or otherwise conveyed by the Village, or in the event the Village determines that the Licensed Premises should be used by the Village for purposes inconsistent with the continued use of the Licensed Premises as the location for the installation, operation, maintenance and repair of the Facilities, the Village may require Licensee to relocate the Facilities at Licensee's cost, to another location designated by the Village, provided that Licensee shall not be required to relocate the Facilities to such alternate site unless such alternate site is acceptable to Licensee. If the Village and Licensee cannot agree on an alternative site, either Party shall have the right to terminate this Agreement. The Village shall give Licensee not less than one hundred eighty (180) days written notice before Licensee will be required to relocate the Facilities pursuant to this Section. The Village agrees not to require Licensee to relocate the Facilities to an alternative site pursuant to this Section until at least five (5) years after the Commencement Date.

c. Notwithstanding any other provision of this Agreement, in the event the Village determines that it is in its best interests to raze the Tower the Village shall give one hundred eighty (180) days prior written notice to Licensee of its intention to raze the Tower, in which event this Agreement shall be terminated not less than one hundred eighty (180) days from the date of said notice, whereupon Licensee shall remove its personal property from the Licensed Premises; provided however that Licensee shall be reimbursed for the Maintenance Fee in an amount prorated from the date of termination notice from Village to the termination date.

d. Upon termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder.

e. The right to terminate as set forth herein shall be in addition to any right to terminate as otherwise provided for in this Agreement.

18. Vacation and Surrender of the Site; Removal of Facilities and Restoration.

a. Within one hundred twenty (120) days after expiration or earlier termination of the License, Licensee shall completely remove all Facilities, aboveground and belowground improvements (including footings, foundations and concrete on the equipment enclosure of the Licensed Premises to three feet (3') below grade) and other personal property, and return the Licensed Premises to substantially the same condition that existed as of the Commencement Date. All removal and restoration shall require Licensee or its agent to submit to the Village building permit application and a complete set of Licensee's plans for decommissioning/deconstruction of its Facilities on the Licensed Premises. Licensee agrees to pay such actual and reasonable fees and costs associated with Village reviewing said plans as required by the Village within thirty (30) days after receipt of an invoice from the Village detailing the restoration review services rendered by the Village's

consultant. All removal and restoration shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Village Property, including use of the Village Property by Village or any of Village's assignees.

b. All costs and expenses for the removal and restoration to be performed by Licensee pursuant subsection 18.a. above shall be borne by Licensee.

d. Licensee shall, at its expense, provide the Village with an evaluation of the effect of the construction, operation and removal of the Facilities on structural integrity of the Tower and/or any damage to the Tower or the Village Property. Such evaluation shall be conducted by an individual or company acceptable to the Village. If in the Village's judgment the evaluation shall find that there is damage to the Tower or the Village Property as a result of Licensee's use, maintenance and removal of the Facilities, shall provide Licensee with a detailed invoice of such damage and Licensee shall pay, within thirty (30) days after receipt of said invoice, all reasonable and actual costs to restore the Tower or the Village Property to an acceptable condition.

e. Licensee shall, at its expense, provide the Village with written evidence that the Village Property is free and clear of any and all liens or claims of liens arising out of Licensee's use of the Village Property. To the fullest extent permitted by law, Licensee shall indemnify, hold harmless and defend the Village from any and all liens or claims for liens caused by any work done or material furnished in connection with Licensee's construction, operation, maintenance or removal of the Communications Facility upon the Village Property.

f. Licensee shall continue to pay the license fee at the then existing monthly rate until such time as Facilities and all personal property are removed and all restoration completed. If Licensee fails to remove its Facilities and all other personal property and complete the required restoration within one hundred twenty (120) days after the termination of this License, the Facilities and other personal property of the Licensee shall be deemed to be abandoned and the Village shall have the right, but not the obligation, to remove the Facilities and all other personal property perform such restoration and charge or seek reimbursement from Licensee for the removal, restoration and storage costs. If Licensee fails to pay Village such removal costs and storage costs within thirty (30) days of the written request for payment, then Village is authorized by Licensee under this License to give away, sell or dispose of the building(s), antenna(s), equipment, conduits, fixtures and all personal property without any obligation to pay or liability to Licensee for the value of the building(s), antenna(s), equipment, conduits, fixtures and all personal property.

f. Licensee has no right to retain possession of the Licensed Premises or any part thereof beyond the expiration of the removal period (120 days from the termination) set forth in Subsection e. above. In the event that Licensee fails to vacate and restore the Licensed Premises and remove all Facilities and other personal property, then the license fee payable from and after the time of the expiration or earlier removal period set forth in

Subsection e. shall be equal to triple the license fee applicable during the month immediately preceding such expiration or earlier termination.

19. Notices.

a. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed received:

1. When delivered by Federal Express, UPS, or similar express mail service to that Party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time, Monday through Friday excluding Federal holidays; or
2. When mailed to that Party's address set forth below or to any other person designated by that Party in writing herein, to receive such notice, via certified mail, return receipt requested, postage prepaid.

b. Notice shall be given to the following:

If to Licensee:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: IL0318;
Cell Site Name: Carol Stream WT (IL)
Fixed Asset #: 12977146
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: IL0318;
Cell Site Name: Carol Stream WT (IL)
Fixed Asset #: 12977146
208 S. Akard Street
Dallas, TX 75202-4206

If to the Village:

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

With a copy to:

Klein, Thorpe & Jenkins, Ltd.
120 South LaSalle Street, Suite 1710

Chicago, IL 60603
Attention: Carol Stream Village Attorney

c. Either Party hereto may change the place or notice to it by sending written notice to the other Party.

20. Miscellaneous.

a. The Village and the Licensee represent that each, respectively, has full right, power and authority to execute this Agreement.

b. This Agreement supersedes all prior agreements and understandings, both written and oral, of the parties with respect to the subject matter hereof. This Agreement may not be modified orally or in any manner other than by a written agreement signed by both parties.

c. Failure of either Party to insist upon strict performance of any of the conditions, covenants, terms or provision of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but each Party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. The receipt of any sum paid or any performance rendered by either Party to the non-breaching Party after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

d. Changes in the gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

e. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois. Venue shall be in the Circuit Court of DuPage County and the Parties consent to jurisdiction of said court for any action or proceeding.

f. The Village and Licensee hereby waive trial by jury in any action, proceeding or counterclaim brought by one Party against the other on any matter arising out of or in connection with this Agreement.

g. The prevailing party in any action to enforce the provisions of this Agreement or to seek a declaration of rights hereunder, shall be entitled to recover its reasonable attorney's fees and court costs as part of any award.

h. The parties shall be and act as independent contractors and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the parties. The parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

- i. This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person, or entity, who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
- j. In construing this Agreement, section headings shall be disregarded.
- k. Any recitals herein or exhibits attached hereto are hereby incorporated into this Agreement by reference.
- l. The parties acknowledge that both parties, each of whom was represented by counsel, freely negotiated this Agreement; accordingly, this Agreement shall be construed according to the fair meaning of its terms, and not against either Party.
- m. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.
- n. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such Parties.
- o. Licensee agrees to cooperate with the Village in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Licensee shall produce, without cost to the Village, records which are responsive to and not exempt from a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Licensee shall so notify the Village and if possible, the Village shall request an extension so as to comply with the Act. Licensee shall advise the Village if it maintains that any such records are exempt from disclosure, provided, however that in the event that the Village is found to have not complied with the Freedom of Information Act, based upon Licensee's failure to produce documents or otherwise appropriately respond to a request under the Act, then Licensee shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
- p. All terms herein are subject to the Local Government and Governmental Employee's Tort Immunity Act, 745 ILCS 10-1-101 et seq.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

VILLAGE

VILLAGE OF CAROL STREAM,

By: _____

Name:

Date: _____


Title: Village Manager

Licensee

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,

By: AT&T Mobility Corporation

Its: Manager

By: 
ERIK NELSON

Date: 3/19/2024

WITNESS:



Kimberley Evans

EXHIBIT A

DESCRIPTION OF LAND

The Land is described and/or depicted as follows:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID SOUTHWEST QUARTER WITH A LINE WHICH IS PARALLEL WITH AND 50.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE WESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 212.13 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 207.99 FEET; THENCE EAST AT RIGHT ANGLES TO THE EAST DESCRIBED LINE A DISTANCE OF 212.07 FEET TO A POINT ON SAID EAST LINE; THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 202.83 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

and commonly known as:

1015 West Lies Road

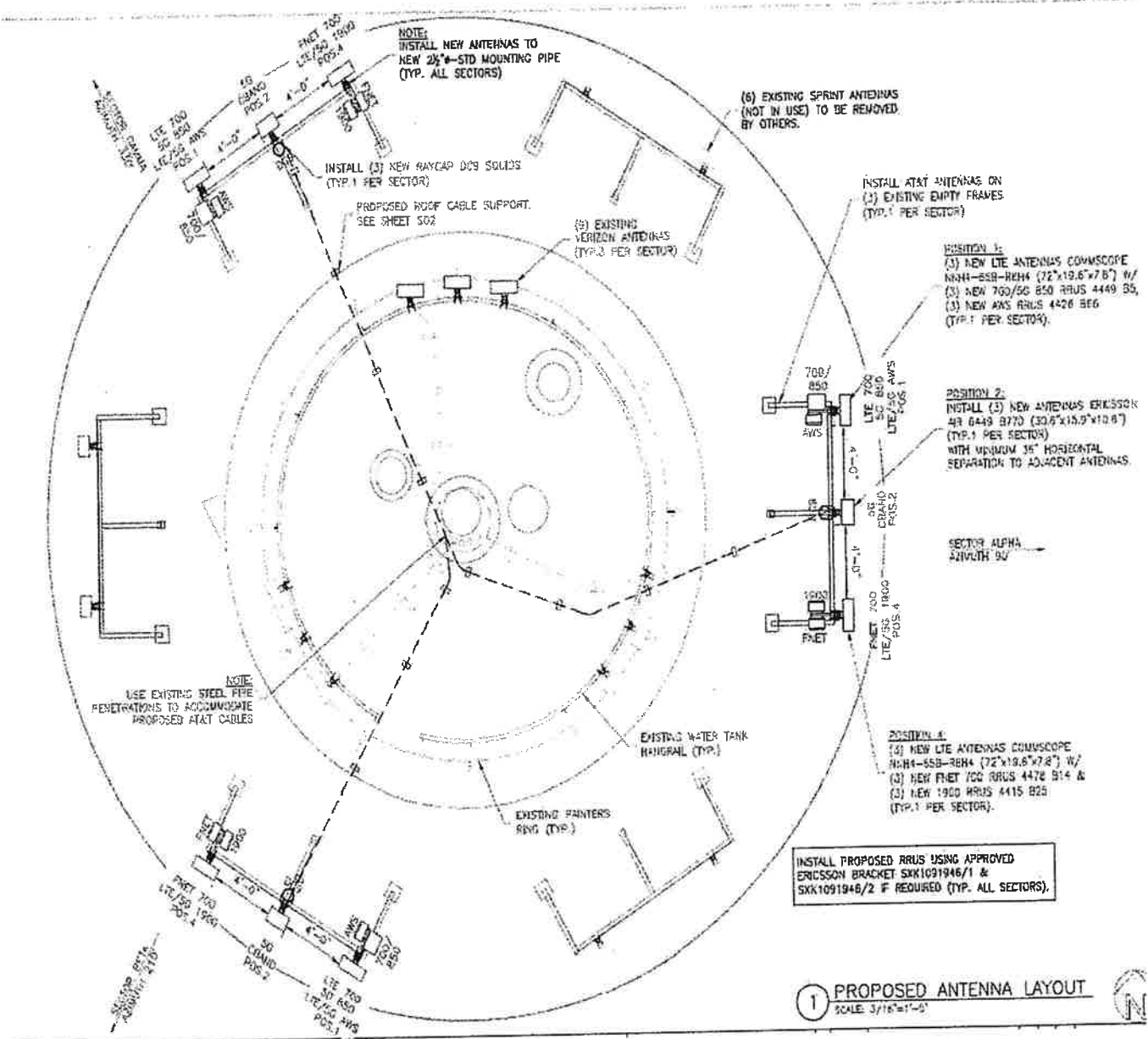
Carol Stream, IL 60188

EXHIBIT B

DESCRIPTION OF LICENSED PREMISES

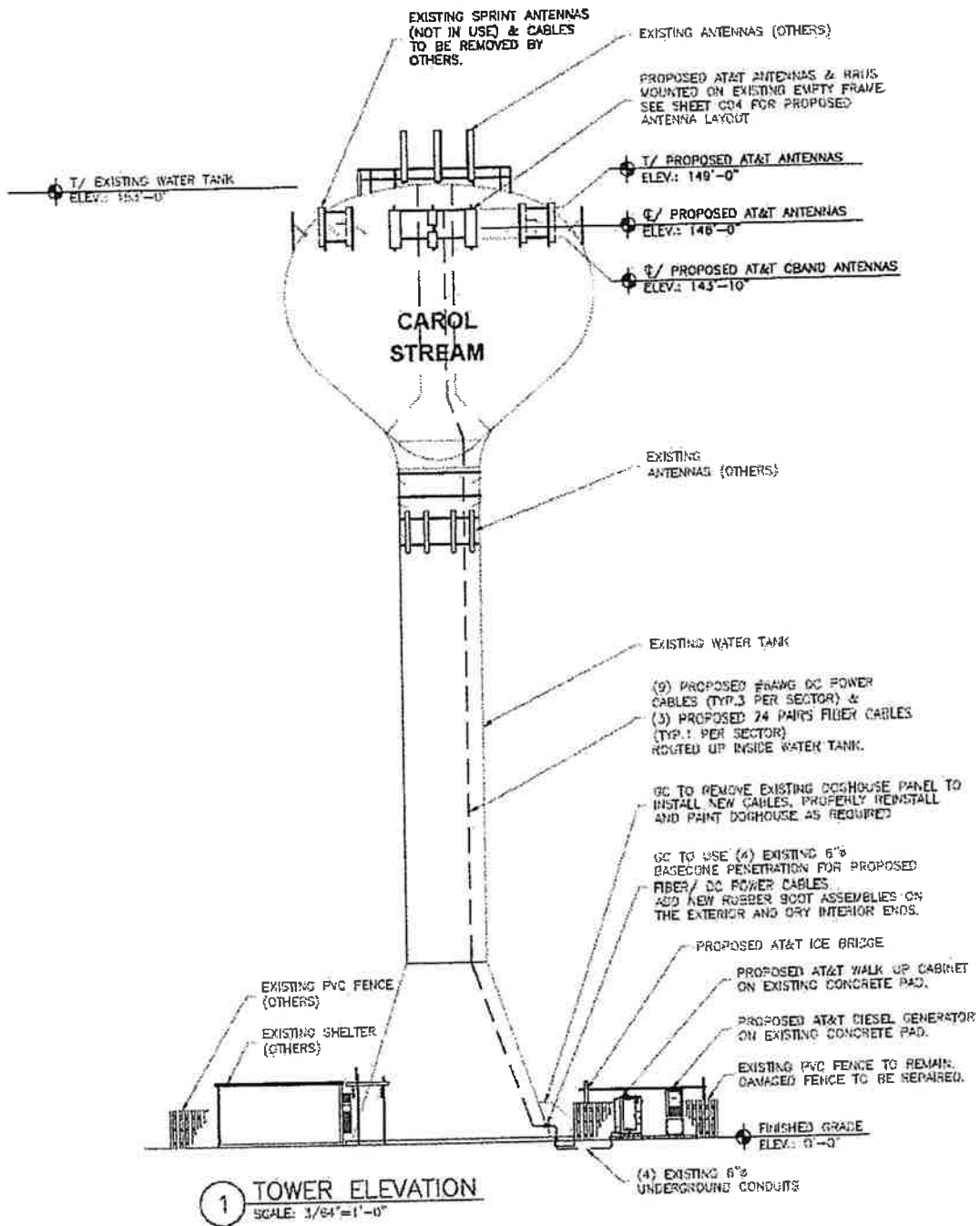
Exhibit B to the Agreement dated _____ by and between the VILLAGE OF CAROL STREAM and New Cingular Wireless PCS, LLC, a Delaware limited liability company, , as Licensee.

The Premises are described and/or depicted as follows:



INSTALL PROPOSED RRUS USING APPROVED ERICSSON BRACKET SKX1091946/1 & SKX1091946/2 IF REQUIRED (TYP. ALL SECTORS).

1 PROPOSED ANTENNA LAYOUT
SCALE: 3/16"=1'-0"



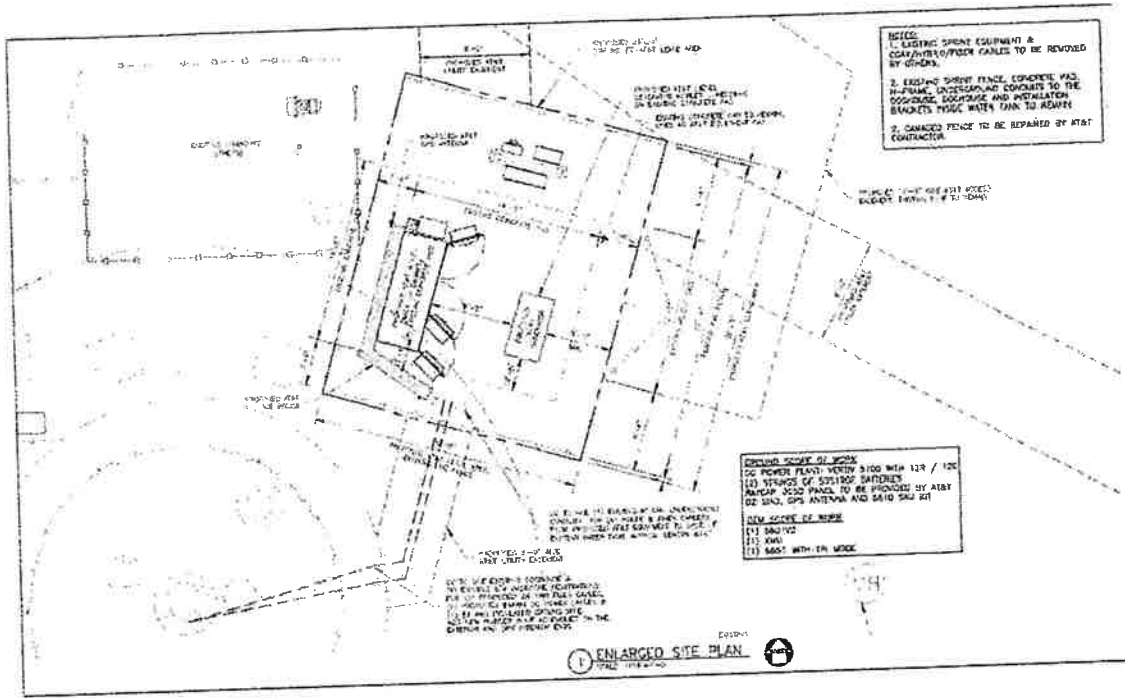


EXHIBIT C

DESCRIPTION OF LICENSED PREMISES FACILITIES

Exhibit C to the Agreement dated _____, by and between the VILLAGE OF CAROL STREAM, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Facilities are described and depicted upon the plans as follows:

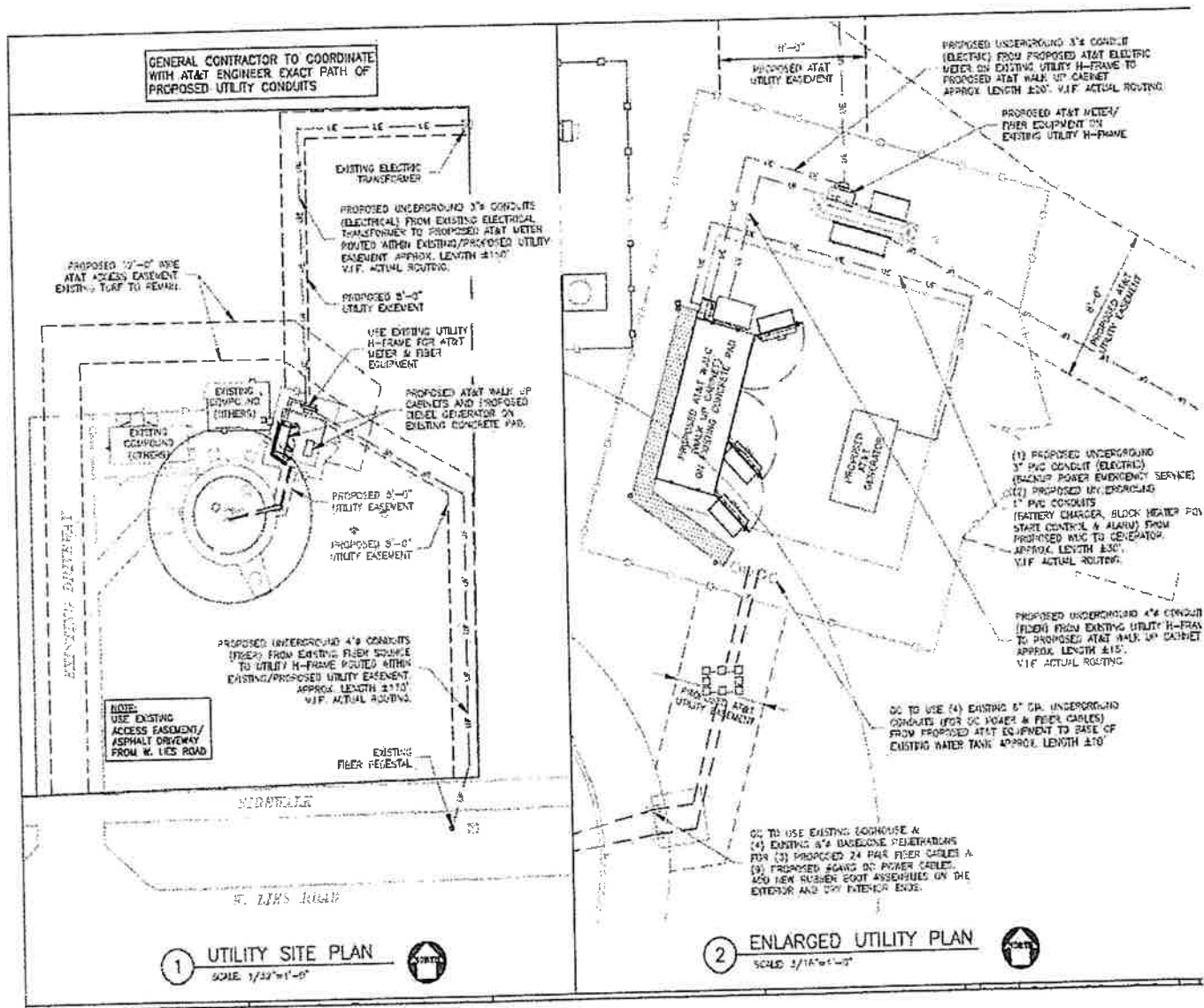


EXHIBIT D

LICENSE FEES

[Schedule of annual increases to Monthly License Fee]

License Year:	Monthly License Fee:
Initial Term Yr. 1	\$4,000.00
Initial Term Yr. 2	\$4,160.00
Initial Term Yr. 3	\$4,326.40
Initial Term Yr. 4	\$4,499.45
Initial Term Yr. 5	\$4,679.43
1st Ext. Term Yr. 6	\$4,866.61
1st Ext. Term Yr. 7	\$5,061.27
1st Ext. Term Yr. 8	\$5,263.73
1st Ext. Term Yr. 9	\$5,474.28
1st Ext. Term Yr. 10	\$5,693.25
2 nd Ext. Term Yr. 11	\$5,920.98
2 nd Ext. Term Yr. 12	\$6,157.82
2 nd Ext. Term Yr. 13	\$6,404.13
2 nd Ext. Term Yr. 14	\$6,660.29
2 nd Ext. Term Yr. 15	\$6,926.71
3 rd Ext. Term Yr. 16	\$7,203.77
3 rd Ext. Term Yr. 17	\$7,491.92
3 rd Ext. Term Yr. 18	\$7,791.60
3 rd Ext. Term Yr. 19	\$8,103.27
3 rd Ext. Term Yr. 20	\$8,427.40
4 th Ext. Term Yr. 21	\$8,764.49
4 th Ext. Term Yr. 22	\$9,115.07
4 th Ext. Term Yr. 23	\$9,479.68
4 th Ext. Term Yr. 24	\$9,858.86
4 th Ext. Term Yr. 25	\$10,253.22

**A RESOLUTION AUTHORIZING A PRELIMINARY PLAT OF SUBDIVISION
(BRIDGE STREET PROPERTIES, LLC – VILLAS OF FAIR OAKS / 1475 W. LIES
ROAD)
PIN# 01-23-402-016**

WHEREAS, John McHale, President of Bridge Street Properties, the Petitioner, has requested approval of a Preliminary Plat of Subdivision to create 32 lots and three outlots at 1475 W. Lies Road, West Chicago, IL., 60185, in accordance with Section 16-8-4 (O)(4) of the Unified Development Ordinance, and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the “Combined Board”) of the Village of Carol Stream, at their meeting on November 13, 2023, considered the Preliminary Plat of Subdivision and has found it to be in conformance with applicable Codes and Ordinances of the municipality relating to the particular properties herein proposed to be subdivided; and

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

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

SECTION 1: Approval is hereby given to the Preliminary Plat of Subdivision, such document being attached to and made a part of this Resolution as Exhibit “A”, drawn by Cemcon, Ltd., 2280 White Oak Circle, Suite 100, Aurora, IL, 60502-9675.

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 1st DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

PRELIMINARY PLAT OF SUBDIVISION FOR THE VILLAS OF FAIR OAKS

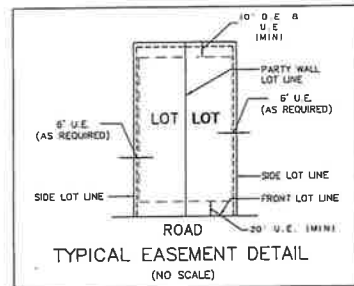
PART OF THE SOUTHEAST QUARTER
SECTION 23-40-9
DUPAGE COUNTY, IL

RECEIVED
OCT 19 2023
COMMUNITY DEVELOPMENT
DEPT



LOCATION MAP

LOT AREA TABLE			
LOT NO.	AREA (S.F.) (Ac.)	LOT NO.	AREA (S.F.) (Ac.)
1	5,940	17	6,670
2	5,940	18	6,035
3	5,940	19	5,940
4	5,940	20	5,940
5	5,940	21	5,940
6	5,940	22	5,940
7	5,940	23	5,940
8	5,940	24	5,940
9	5,653	25	5,940
10	9,854	26	5,940
11	12,601	27	5,940
12	10,133	28	5,940
13	8,072	29	5,940
14	7,893	30	5,940
15	7,612	31	5,940
16	6,088	32	7,002
OUTLOT 1	83,860 1.93		
OUTLOT 2	24,358 0.56		
OUTLOT 3	5,174 0.12		



NOTES

BOUNDARY INFORMATION BASED ON BOUNDARY SURVEY PERFORMED BY CEMCON, LTD. ON NOVEMBER 3, 2022.

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

BENCHMARK/CONTROL POINTS

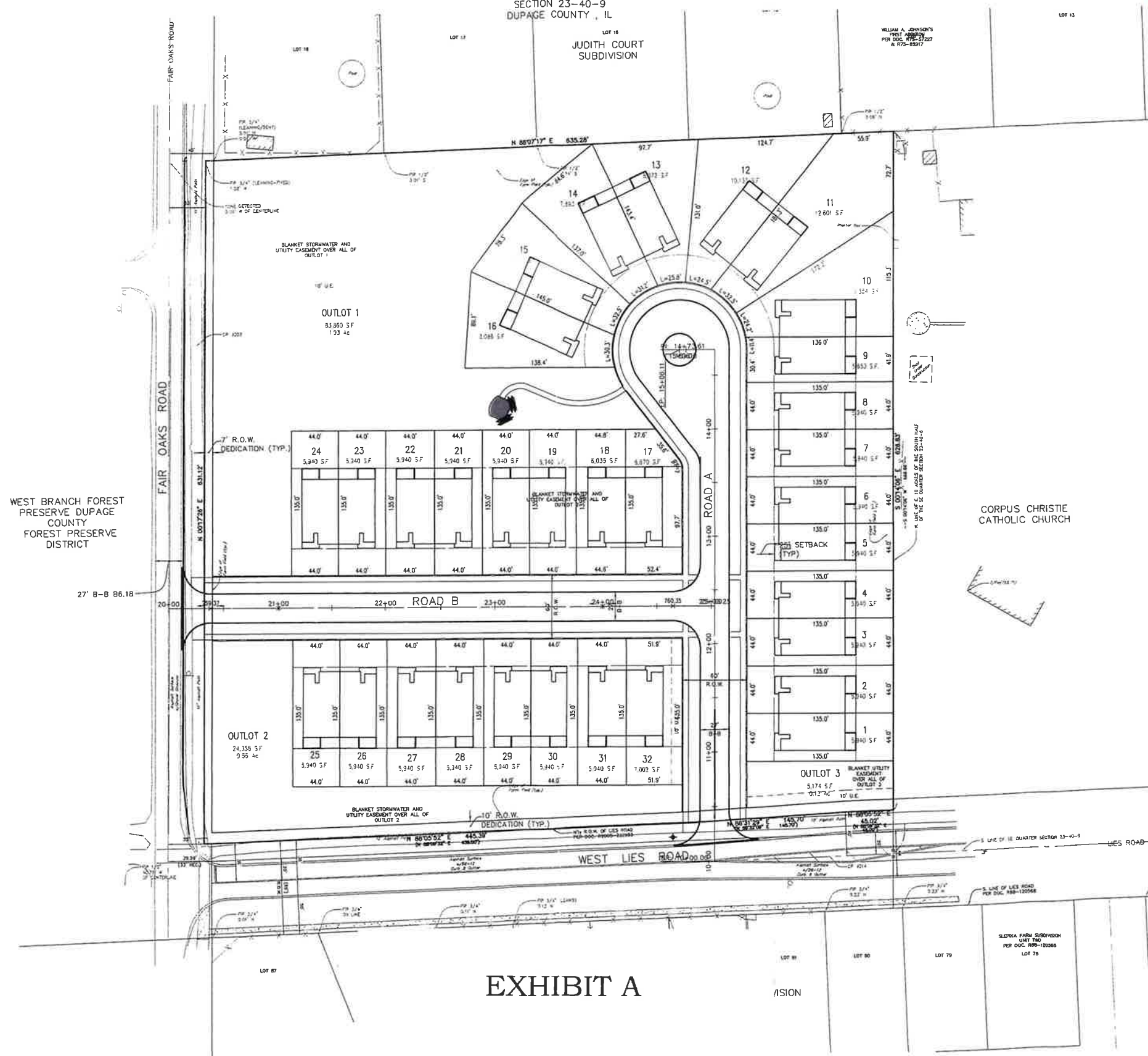
ELEVATION REFERENCE MARK:

NGS MONUMENT 0132 (PID DK3195): A 3.5 INCH BRASS DISK ON A CONCRETE LIGHT POLE BASE AT THE ENTRANCE FOR FIRE STATION THREE. THE MONUMENT IS 0.3 FT ABOVE LIES ROAD SURFACE.
ELEVATION: 778.09 NAVD 88

CONTROL POINTS:

CP #202: SET MAG NAIL IN ASPHALT PATH ON EAST SIDE OF FAIR OAKS ROAD APPROXIMATELY 24 FEET EAST OF THE CENTERLINE OF FAIR OAKS ROAD AND APPROXIMATELY 497 FEET NORTH OF THE CENTERLINE OF LIES ROAD.
NORTHING: 1917464.07
EASTING: 1027440.36
ELEVATION: 755.37 NAVD 88

CP #214: SET MAG NAIL IN THE CENTERLINE OF THE PAVEMENT OF LIES ROAD AND 610 FEET EAST OF THE CENTERLINE OF FAIR OAKS ROAD.
NORTHING: 1916986.54
EASTING: 1028021.83
ELEVATION: 762.70 NAVD 88



NOTES

IRON PIPES ARE AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

ALL MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS OF A FOOT.

DIMENSIONS SHOWN ALONG CURVED LINES ARE ARC DISTANCES.

THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECT 9 AS BEING S 89°27'28" E (ASSUMED).

ALL RIGHT-OF-WAYS ARE TO BE PUBLIC DEDICATIONS.

ALL STREETS, UTILITY PIPES AND MAINS SHALL BE PUBLICLY OWNED AND MAINTAINED. SERVICES SHALL BE PRIVATE.

BUILDING LINES SETBACKS ARE 25' FRONT AND 15' CORNER SIDE UNLESS OTHERWISE NOTED.

LINE LEGEND

- SUBDIVISION BOUNDARY LINE (Heavy Solid Line)
- LOT LINE/PROPERTY LINE (Solid Line)
- EXISTING CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM (Heavy Dashed Line)
- BUILDING LINE (Long Dashed Lines)
- EASEMENT LINE/LIMITS OF EASEMENT (Short Dashed Lines)
- CENTERLINE (Single Dashed Lines)
- QUARTER SECTION LINE (Double Dashed Lines)
- SECTION LINE (Triple Dashed Lines)
- APPROX. SCALED LIMITS OF ZONE A AS SHOWN ON DUPAGE COUNTY FIRM.
- SECTION CORNER OR QUARTER SECTION CORNER

LOT DIMENSIONS & AREAS ARE APPROXIMATIONS & WILL VARY AT TIME OF FINAL PLATTING.

PREPARED FOR:
BRIDGE STREET PROPERTIES
P.O. BOX 5726
NAPERVILLE, ILLINOIS 60567

PREPARED BY:
CEMCON, Ltd.
Consulting Engineers, Land Surveyors & Planners
2280 White Oak Circle, Suite 100
Aurora, Illinois 60502-9675
PH: 630.862.2100 FAX: 630.862.2199
E-Mail: info@cemcon.com Website: www.cemcon.com

DISC NO.: 847014 FILE NAME: PREOVER
DRAWN BY: KMS FLD. BK. / PG. NO.:
COMPLETION DATE: 02-02-23 JOB NO.: 847.014
XREF: TOPO PROJECT MANAGER: MAM
REV: 05-12-23/KMS, 05-24-23/KMS, 07-03-23/KMS
REV: 08-04-23/MAM, 09-14-23/MAM, 10-17-23/MAM

EXHIBIT A

DRAWING FILE NO. P:\NORTHWEST\2023\181\181.MXD
PLOT FILE CREATED: 10/17/2023 11:18:14 AM

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A FINAL PLAT OF CONSOLIDATION
(CHRIST PRESBYTERIAN CHURCH OF WHEATON, 805 & 845 E. GENEVA ROAD)
PIN# 05-04-400-055, 05-04-400-052**

WHEREAS, Christ Presbyterian Church of Wheaton, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Consolidation to consolidate two lots, totaling approximately 4.6 acres at 805 & 845 E. Geneva Road, in accordance with Section 16-8-4 (O)(4) of the Unified Development Ordinance, and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on March 25, 2024, considered the Final Plat of Consolidation and has found it to be in conformance with applicable Codes and Ordinances of the municipality relating to the particular properties herein proposed to be consolidated; and

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

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

SECTION 1: Approval is hereby given to the Final Plat of Consolidation, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Webster, McGrath & Ahlberg LTD., 2100 Manchester Road Building A, Suite 203, Wheaton, IL, 60187.

SECTION 2: This Resolution shall be in full force and effect from and after the date upon which the Petitioner acquires legal title to the subject properties.

PASSED AND APPROVED THIS 1st DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

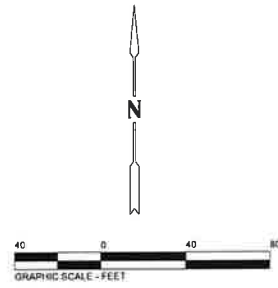
Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk

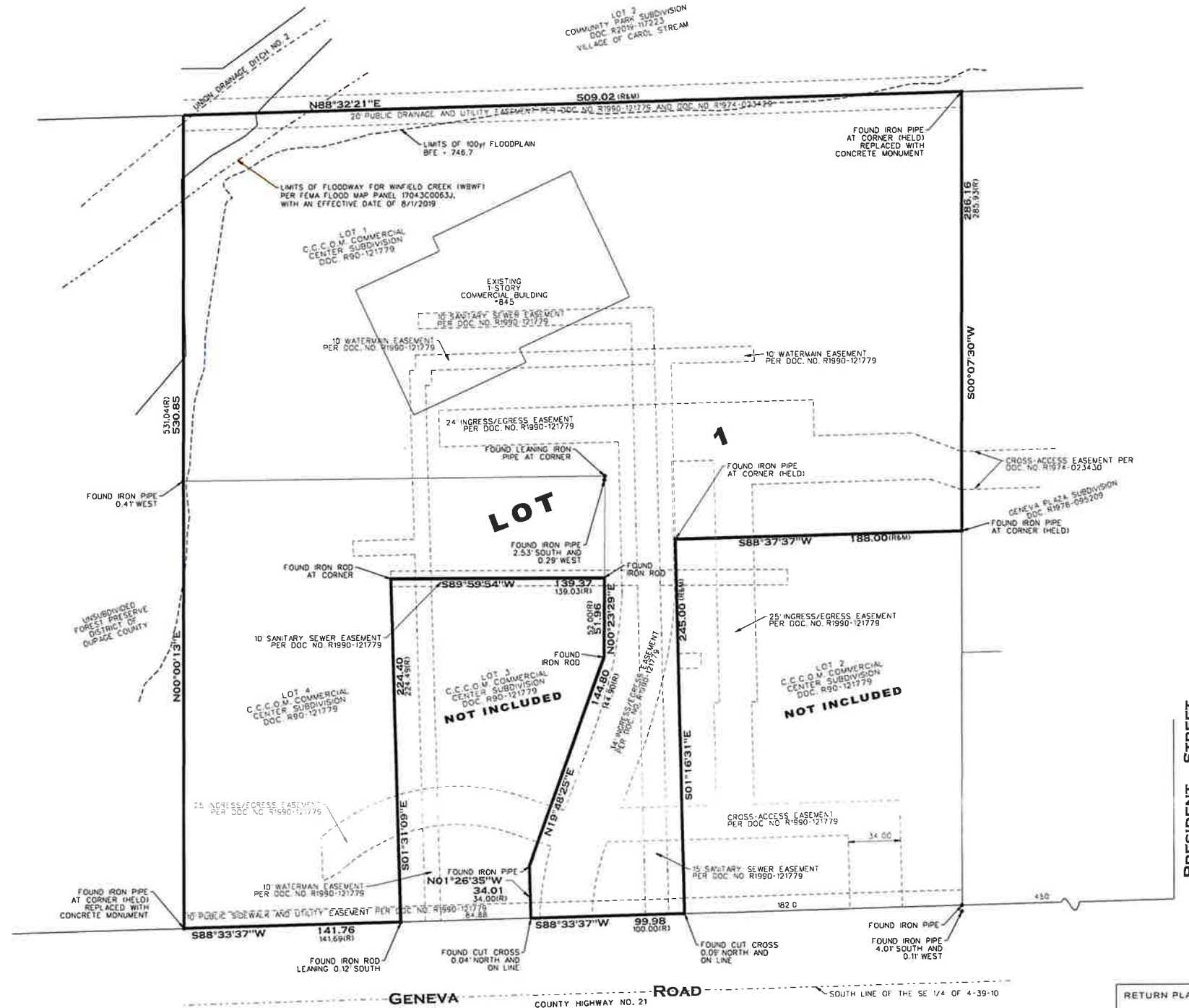
CHRIST PRESBYTERIAN CHURCH PLAT OF CONSOLIDATION

IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE
THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.



BASIS OF BEARING

ILLINOIS STATE PLANE EAST ZONE AS DETERMINED
BY TRIMBLE VRS GPS NETWORK



GENERAL NOTES

- 3/4" IRON PIPES SET AT ALL LOTS CORNERS UNLESS NOTED OTHERWISE.
- LOT 1 IN C. C. O. M. COMMERCIAL CENTER. TITLE COMMITMENT PROVIDED CHICAGO TITLE INSURANCE COMPANY COMMITMENT, NO 2300976
- LOT 4 IN C. C. O. M. COMMERCIAL CENTER. TITLE COMMITMENT PROVIDED CHICAGO TITLE INSURANCE COMPANY COMMITMENT, NO 23002935
- NO SEARCH OF RECORDS FOR EASEMENTS OR ENCUMBRANCES WAS DONE BY SURVEYOR.
- FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS, REFER TO THE OWNER'S DEED, TITLE POLICY AND LOCAL ZONING ORDINANCES.
- FIELDWORK COMPLETED 12-15-2023

AREA TO BE CONSOLIDATED
199,406 SQUARE FEET OR 4.577 ACRES

LINE LEGEND

- BOUNDARY LINE
- - - LOT LINE
- - - - EASEMENT LINE
- - - - SETBACK LINE
- - - - SECTION LINE

EXHIBIT A

RETURN PLAT TO:

NAME: _____

ADDRESS: _____

SUBMIT TAX BILL TO:

NAME: _____

ADDRESS: _____

REV.	DATE	DESCRIPTION	BY
1	2-25-24	PER VILLAGE REVIEW	JCV

PLAT OF CONSOLIDATION

LOCATION: 805 AND 845 E. GENEVA ROAD
CAROL STREAM, IL

PREPARED FOR: CHRIST PRESBYTERIAN CHURCH OF WHEATON
1300 CRESCENT STREET
WHEATON, IL 60187

DATE: 12-20-2023 SCALE: 1" = 40'

JOB #: 44840

DESIGNER: XXX

DRAWN: CBJ/CV

FILE #: D-24758 CONSOLIDATION SHEET # 1 of 2

DATE: _____

TIME: _____

CHRIST PRESBYTERIAN CHURCH PLAT OF CONSOLIDATION

IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE
THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS INSTRUMENT NO. _____ WAS FILED FOR

RECORD IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, AFORESAID,

ON THE _____ DAY OF _____, A.D. 20____ AT

_____ O'CLOCK _____ M.

OWNER AND NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT _____ AS OWNER OF THE PROPERTY DESCRIBED IN THE ANNEXED PLAT, HAS CAUSED THE SAME TO BE PLATTED AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREIN INDICATED.

WE FURTHER CERTIFY THAT THE PROPERTY HEREIN CONSOLIDATED LIES WITHIN SCHOOL DISTRICTS:

DATED AT _____ ILLINOIS, THIS _____ DAY OF

_____ A.D., 20____.

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

STATE OF ILLINOIS)
COUNTY OF _____) SS

I, _____ A NOTARY PUBLIC IN AND FOR

SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF _____ PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ AND _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION. FOR THE USES AND PURPOSES THEREIN SET FORTH AND THE SECRETARY DID ALSO THEN AND THERE ACKNOWLEDGE THAT HE, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID CORPORATION, DID AFFIX SAID CORPORATE SEAL TO SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL AT _____ ILLINOIS,

THIS _____ DAY OF _____ A.D. 20____.

BY: _____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

DUPAGE COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____ COUNTY CLERK OF DU PAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, NO DELINQUENT OR UNPAID SPECIAL ASSESSMENTS AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT _____

ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

COUNTY CLERK

VILLAGE CLERK

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____ VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, HEREBY CERTIFY THAT THE CONSOLIDATED PLAT WAS PRESENTED TO AND BY RESOLUTION _____ DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON _____ 20____ AND THAT THE REQUIRED BOND OR GUARANTEE HAS EITHER POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE.

GIVEN UNDER MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM

THIS _____ DAY OF _____, A.D. 20____.

VILLAGE CLERK

MAYOR

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

APPROVED THIS _____ DAY OF _____, A.D. 20____.

VILLAGE OF CAROL STREAM

BY: _____
CHAIRPERSON

CERTIFICATE OF COUNTY ENGINEER

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS PLAT HAS BEEN APPROVED BY THE DUPAGE COUNTY DIVISION OF TRANSPORTATION WITH RESPECT TO ROADWAY ACCESS TO COUNTY HIGHWAY # 765 I-55 250'2. HOWEVER, A HIGHWAY PERMIT FOR ACCESS IS REQUIRED OF THE OWNER OF THE PROPERTY PRIOR TO CONSTRUCTION WITHIN THE COUNTY'S RIGHTS-OF-WAY.

DATED THIS _____ DAY OF _____, 20____.

BY: _____
COUNTY ENGINEER

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 20____.

ENGINEER _____
QUALIFICATION _____

FINANCE DIRECTOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____ FINANCE DIRECTOR OF THE VILLAGE OF CAROL STREAM DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACTS OF LAND INCLUDED IN THIS PLAT.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 20____.

VILLAGE FINANCE TREASURER

VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

I, _____ VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT, AND PLANS AND SPECIFICATIONS THERETO MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.

DATED AT CAROL STREAM, ILLINOIS THIS _____ DAY OF _____, A.D. 20____.

VILLAGE ENGINEER

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS

THIS IS TO CERTIFY THAT WEBSTER, McGRATH AND AHLBERG LTD., HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING PROPERTY:

LOTS 1 AND 4 IN C. C. O. M. COMMERCIAL CENTER BEING A SUBDIVISION OF PART OF LOTS 1 AND 2 OF RUSSELL'S ASSESSMENT PLAT OF THE EAST 40 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID C. C. O. M. COMMERCIAL CENTER RECORDED SEPTEMBER 14, 1994 AS DOCUMENT R80-12179 IN DUPAGE COUNTY, ILLINOIS.

WE FURTHER CERTIFY THAT THE PROPERTY SHOWN ON THE PLAT HEREON DRAWN IS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM WHICH HAS AUTHORIZED A COMPREHENSIVE PLAN AND WHICH IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS HERETOFORE AND HEREAFTER AMENDED.

WE FURTHER CERTIFY THAT THIS PROPERTY IS WITHIN ZONES "UNSHADED" X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), "SHADED" X (0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE), AE, BASE FLOOD ELEVATIONS DETERMINED, AND FLOODWAY AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP (F.I.R.M.) FOR VILLAGE OF CAROL STREAM, ILLINOIS, MAP NUMBER 17043C0053J, WITH AN EFFECTIVE DATE OF AUGUST 1, 2019.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND CORPORATE SEAL AT WHEATON, ILLINOIS, THIS _____

DAY OF _____, A.D. 20____.

WEBSTER, McGRATH AND AHLBERG LTD.

BY: _____

CHRIS BUMA
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 4094
LICENSE EXPIRATION DATE: NOVEMBER 30, 2024
2100 MANCHESTER ROAD, SUITE 203
WHEATON, ILLINOIS 60187
PHONE: (630) 668-7603

TAXING BODIES

PK, 05-04-400-052

CAROL STREAM FIRE
CAROL STREAM PARK
COLLEGE DU PAGE 502
COUNTY OF DU PAGE
DU PAGE AIRPORT AUTH
FOREST PRESERVE DIST
MILTON TOWNSHIP
MILTON TWP ROAD
UNIT SCHOOL DIST 200
VILLAGE CAROL STREAM LIBRARY
VILLAGE OF CAROL STREAM
WHEATON MOSQ DISTRICT

PK: 05-04-400-055

CAROL STREAM FIRE
CAROL STREAM PARK
COLLEGE DU PAGE 502
COUNTY OF DU PAGE
DU PAGE AIRPORT AUTH
FOREST PRESERVE DIST
MILTON TOWNSHIP
MILTON TWP ROAD
UNIT SCHOOL DIST 200
VILLAGE CAROL STREAM LIBRARY
VILLAGE OF CAROL STREAM
WHEATON MOSQ DISTRICT

RETURN PLAT TO:
NAME: _____
ADDRESS: _____

SUBMIT TAX BILL TO:
NAME: _____
ADDRESS: _____

Rev	Date	Description	By
1	2-25-24	PER VILLAGE REVIEW	JCV

PLAT OF CONSOLIDATION

LOCATION: 805 AND 845 E. GENEVA ROAD
CAROL STREAM, IL

PREPARED FOR: CHRIST PRESBYTERIAN CHURCH OF WHEATON
1300 CRESCENT STREET
WHEATON, IL 60187

WEBSTER, McGRATH & AHLBERG LTD.
LAND SURVEYING - CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
Over a Century of Service to our Clients
2100 Manchester Road, Building A, Suite 203, Wheaton, Illinois 60187
ph: (312) 668-7603, fax: (312) 668-7604, www.wma-ill.com
Quality. Flexibility. Integrity. No. 188-001181

JOB#	DATE	SCALE
44840	12-20-2023	1" = 40'

SURV	DRAWN	DESIGN
CB	CB/JCV	XXX

FILE #: D-24758 CONSOLIDATION SHEET #: 2 of 2

**A RESOLUTION AUTHORIZING A FINAL PLAT OF CONSOLIDATION
(PECORARO VETERINARY SERVICES, 465 E. GUNDERSEN DRIVE)
PIN# 05-04-301-005, 05-04-301-006**

WHEREAS, Dr. Annjolyn Knoll, owner of Pecoraro Veterinary Services, hereinafter referred to as the Petitioner, has requested approval of a Final Plat of Consolidation to consolidate two lots, totaling approximately 1.9 acres at 465 E. Gundersen Drive, in accordance with Section 16-8-4 (O)(4) of the Unified Development Ordinance, and

WHEREAS, the Plan Commission/Zoning Board of Appeals (the "Combined Board") of the Village of Carol Stream, at their meeting on March 25, 2024, considered the Final Plat of Consolidation and has found it to be in conformance with applicable Codes and Ordinances of the municipality relating to the particular properties herein proposed to be consolidated; and

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

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

SECTION 1: Approval is hereby given to the Final Plat of Consolidation, such document being attached to and made a part of this Resolution as Exhibit "A", drawn by Exacta Land Surveyors, 316 E. Jackson Street, Morris, IL, 60450.

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 1st DAY OF APRIL, 2024.

AYES:

NAYS:

ABSENT:

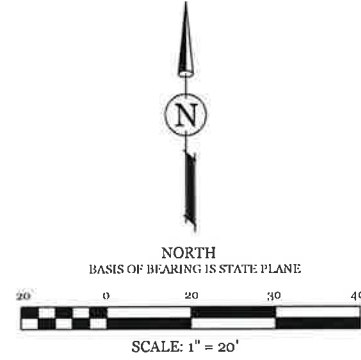
Frank Saverino, Sr. Mayor

ATTEST:

Julia Schwarze, Village Clerk



LOCATION MAP
 N.T.S.



PLAT OF CONSOLIDATION FOR PECORARO VETERINARY SERVICES, INC. 465 E. GUNDERSEN DRIVE, CAROL STREAM, ILLINOIS

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.
 PINS: 05-04-301-005 & 05-04-301-006

LEGAL DESCRIPTION :

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.

BOTH PARCELS COMBINED CONTAINING 83,024.37 S.F. (1.906 ACRES +/-)

SITE DATA :

TOTAL SITE AREA : 83,024.37 S.F. / 1.906 ACRES
 PARKING SPACES :
 STANDARD PARKING SPACES : 100 EA.
 HANDICAP PARKING SPACES : 5 EA.

THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
 VILLAGE OF CAROL STREAM
 500 N. GARY AVE.
 CAROL STREAM, IL 60188-1899
 PHONE: (630) 665-7050

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss,

THIS IS TO CERTIFY THAT I, WARREN D. JOHNSON, REGISTERED ILLINOIS LAND SURVEYOR NO. 2971, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY, AS SHOWN BY THE SUBDIVISION PLAT WHICH IS A CORRECT REPRESENTATION OF SUCH SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE BOARD OF TRUSTEES RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN THE PREPARATION OF THIS PLAT.

I ALSO CERTIFY THAT THE FOREGOING PROPERTY FALLS WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CAROL STREAM AND THAT NO PART OF THE PROPERTY COVERED BY THIS SUBDIVISION IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, GIVEN UNDER MY HAND AND SEAL AT WHEATON, ILLINOIS, THIS 25TH DAY OF JANUARY, 2024.



ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2971
 LICENSE EXPIRES 11/30/2024
 EXACTA LAND SURVEYORS, LLC
 PROFESSIONAL DESIGN FIRM 184008059-0008

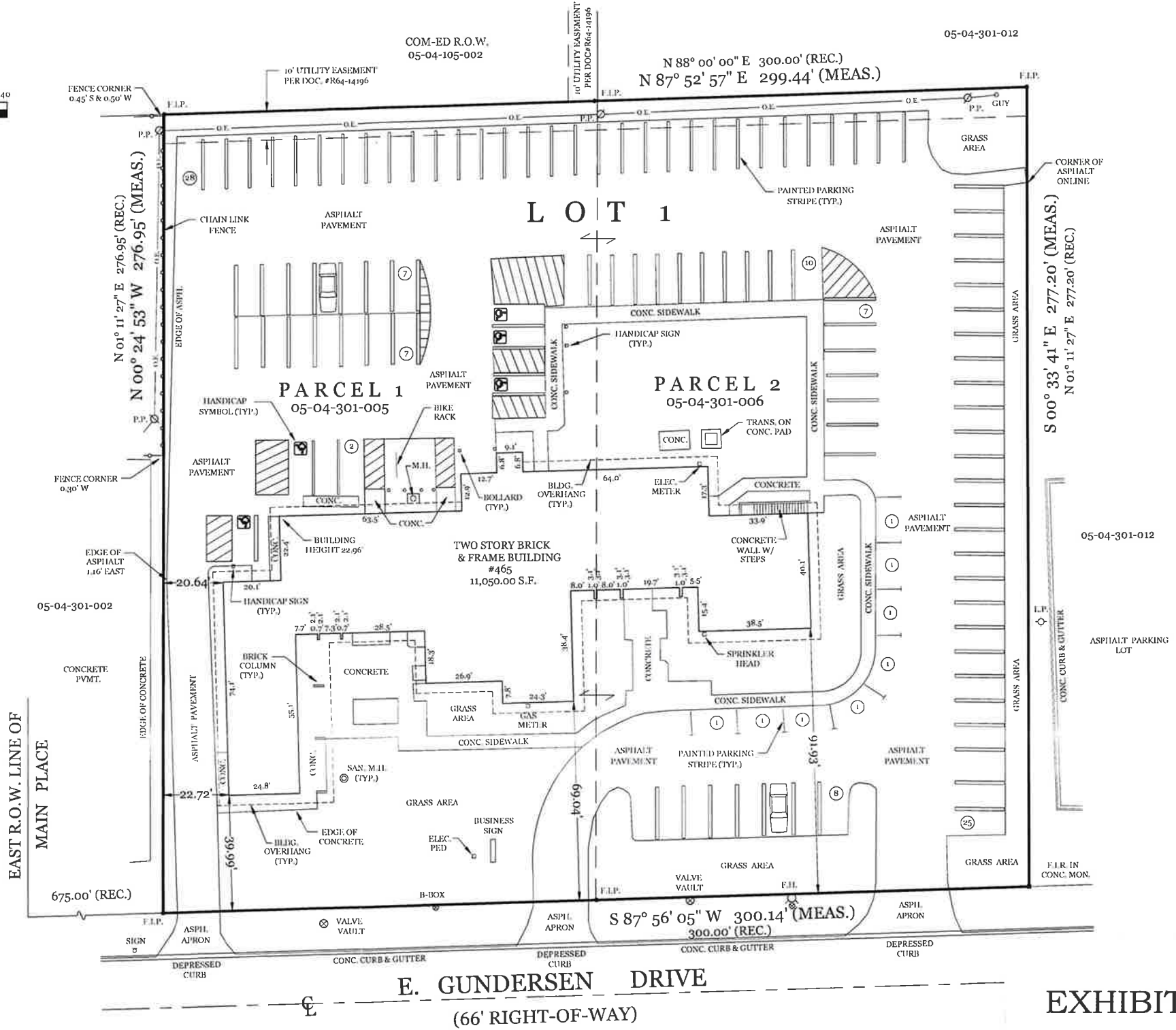


EXHIBIT A



Exacta Land Surveyors, LLC
 PLS# 184008059
 773.305.4011
 316 East Jackson Street | Morris, IL 60450

PLAT OF CONSOLIDATION
 FOR
PECORARO VETERINARY SERVICES, INC.
 465 E. GUNDERSEN DRIVE, CAROL STREAM, ILLINOIS
 CERTIFICATES

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

THIS IS TO CERTIFY THAT KNOLL AH 465, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY IS THE OWNER/OWNERS OF THE LAND DESCRIBED IN THE SUBDIVISION PLAT, AND HAS/HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES/DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED. THE UNDERSIGNED HEREBY DEDICATES/DEDICATE FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR THOROUGHFARES, STREETS, ALLEYS, EASEMENTS, DRAINAGE AND PUBLIC SERVICES; AND HEREBY ALSO RESERVES/RESERVE AND GRANTS/GRANT TO THE VILLAGE OF CAROL STREAM, AND TO THE UTILITY COMPANIES OPERATING NOW OR IN THE FUTURE UNDER A FRANCHISE FROM THE VILLAGE, THE UTILITY EASEMENTS WHICH ARE SHOWN ON THE PLAT OR STATED ON THEIR STANDARD FORM WHICH IS ATTACHED HERETO.

NAME / TITLE _____
 ADDRESS _____
 DATED THIS _____ DAY OF _____, 2024.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

I, _____ AS NOTARY PUBLIC IN AND FOR THE COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON/PERSONS WHOSE NAME/NAMES IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER/OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE/HE/THEY SIGNED THE SUBDIVISION PLAT AS HER/HIS/THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSE THEREIN SET FORTH.

GIVEN UNDER BY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC

TAX BODIES FOR :
 ADDRESS : 465 E. GUNDERSEN DRIVE, CAROL STREAM, ILLINOIS 60188
 PIN NUMBERS : 05-04-301-005 AND 05-04-301-006

TAXING DISTRICTS
 COUNTY:
 COUNTY OF DUPAGE
 DUPAGE COUNTY HEALTH DEPARTMENT
 DUPAGE COUNTY FOREST PRESERVE

LOCAL :
 VILLAGE OF CAROL STREAM
 FIRE PROTECTION DISTRICT : CAROL STREAM FIRE
 LIBRARY DISTRICT : CAROL STREAM LIBRARY
 PARK DISTRICT : CAROL STREAM PARK
 SANITARY DISTRICT : WHEATON SANITARY DISTRICT
 MOSQUITO ABATEMENT DISTRICT : WHEATON MOSQUITO DISTRICT
 SERVICE WATER DISTRICT : DUPAGE WATER COMMISSION
 UNIT SCHOOL DISTRICT : UNIT SCHOOL DISTRICT 200
 COMMUNITY COLLEGE DISTRICT : COLLEGE DUPAGE 502
 WATER COMMISSION : DUPAGE COUNTY COMMISSION
 AIRPORT AUTHORITY : DUPAGE AIRPORT AUTHORITY
 MILTON TOWNSHIP
 MILTON TOWNSHIP ROADWAY

VILLAGE ENGINEER

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

I, _____, VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE SUBDIVISION PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF. I DO FURTHER CERTIFY THAT THERE HAS BEEN FILED WITH ME AND I HAVE REVIEWED TOPOGRAPHICAL AND PROFILE STUDIES FILED WITH THIS SUBDIVISION PLAT, DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 2024.

VILLAGE ENGINEER

PLAN COMMISSION CERTIFICATION

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

APPROVED THIS _____ DAY OF _____, 2024. VILLAGE OF CAROL STREAM PLAN COMMISSION

CHAIRPERSON

FINANCE DIRECTOR

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

I, _____, FINANCE DIRECTOR OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS THIS _____ DAY OF _____, 2024.

FINANCE DIRECTOR

VILLAGE CLERK

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

I, _____, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE SUBDIVISION PLAT WAS PRESENTED TO AND BY RESOLUTION _____ DULY APPROVED BY THE BOARD OF TRUSTEES OF THE VILLAGE AT ITS MEETING HELD ON _____, 2024, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS EITHER BEEN POSTED OR ADEQUATE PROVISION HAS BEEN MADE FOR SUCH BOND TO BE POSTED, FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF THE VILLAGE. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS.

THIS _____ DAY OF _____, 2024.

MAYOR

VILLAGE CLERK

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE SUBDIVISION PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE SUBDIVISION PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATON, ILLINOIS, THIS _____ DAY OF _____, A.D. 2024.

BY: _____
 COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DUPAGE) ss.

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS AFORESAID ON THIS _____ DAY OF _____, 2024, AT _____ O'CLOCK _____ M.

RECORDER OF DEEDS

REVISED DATE : MARCH 11, 2024
 REVISED DATE : ~~FEBRUARY 29, 2024~~
 REVISED DATE : ~~FEBRUARY 13, 2024~~
 DATE : ~~JANUARY 30, 2024~~

SHEET 2 OF 2



Exacta Land Surveyors, LLC
 PLS# 184008059
 o: 773.305.4011
 316 East Jackson Street | Morris, IL 60450

Village of Carol Stream
Interdepartmental Memo

TO: Village Trustees
FROM: Frank Saverino, Sr., Mayor *OK FSR*
DATE: March 19, 2024
RE: Reappointment of Anthony Simonetta to the Police Pension Fund Board

The term of Anthony Simonetta on the Police Pension Fund Board expires April 30, 2024. Mr. Simonetta has served with distinction on the Police Pension Board and has expressed an interest in continuing to serve the community. I am therefore please to recommend appointment of Anthony Simonetta to a two (2) year term on the Police Pension Fund Board to commence on May 1, 2024 and conclude on April 30, 2026. Your concurrence with this recommendation is requested.

Village of Carol Stream
Interdepartmental Memo

TO: William Holmer, Village Manager

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

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

DATE: March 26, 2024

RE: **Agenda Item for the Village Board Meeting of April 1 2024
PC/ZBA Case 24-0017, Housing Trust Group, LLC/Turnstone Development –
Courtesy Review of a Proposed Senior Apartment Development at 575 W. Lies
Road (Hahn Property)**

Jordan Finkelman, Vice President of Development with Housing Trust Group, LLC (HTG), has requested a courtesy review for a proposed residential development on the “Hahn Property” located at 575 W. Lies Road. The Courtesy Review process, which was established with the adoption of the UDO, is intended to allow the recommending and decision-making bodies of the Village to provide a developer with informal feedback regarding a proposed development.

HTG proposes to redevelop the 3.2-acre property currently owned by the Hahn family, located near the northeast corner of Lies Road and Kuhn Road. The proposed project, called Parkside, will consist of a three-story building with 32 apartments (24 one-bedroom apartments and 8 two-bedroom apartments) for seniors making between 30% and 60% of the Area Median Income. The subject property is zoned R-4 (Multi Unit Residence District), and surrounding properties include the Pine Ridge subdivision to the north and east which contains two-story townhomes, Jan Smith Park to the west, and the three-story Carolwood apartment complex to the south.

Both the Existing Land Use Plan and the Future Land Use Plan within the 2016 Village Comprehensive Plan call for single-unit residential development on the subject property. However, population data from the US Census Bureau states that the senior population (65 years and older) in Carol Stream is projected to be 18% of the total population by 2028. Likewise, the Comprehensive Plan states that the Village should “promote senior housing opportunities” within the community.

At the March 25 PC/ZBA meeting, the project received informal support from PC/ZBA members. Discussion focused on site access, architectural design, and the net-zero aspects of the building. A representative from HTG will be attending the April 1 Village Board meeting to present the project for informal feedback and explain proposed funding mechanisms. Attached are presentation slides that will be viewed at the April 1 meeting, which include images from a recently completed project in Arlington Heights called Crescent Place.

ec: Jordan Finkelman, Housing Trust Group

RECEIVED

MAR 25 2024

Community Development
Department



HOUSING TRUST GROUP



Parkside
Presentation



575 West Lies Road

Carol Stream, DuPage County,
IL 60188



HTG (Housing Trust Group)

is a fully integrated, award-winning real estate enterprise specializing in the investment, development and management of real estate assets for affordable, workforce, and conventional multi-family residential housing across the Country.

HTG is dedicated to providing the best service to our clients and partners and we strive to be dynamic and flexible to most effectively deliver the best results.


Since our inception in 1997, HTG and its principals have developed more than 8,000 units of multi-family housing.

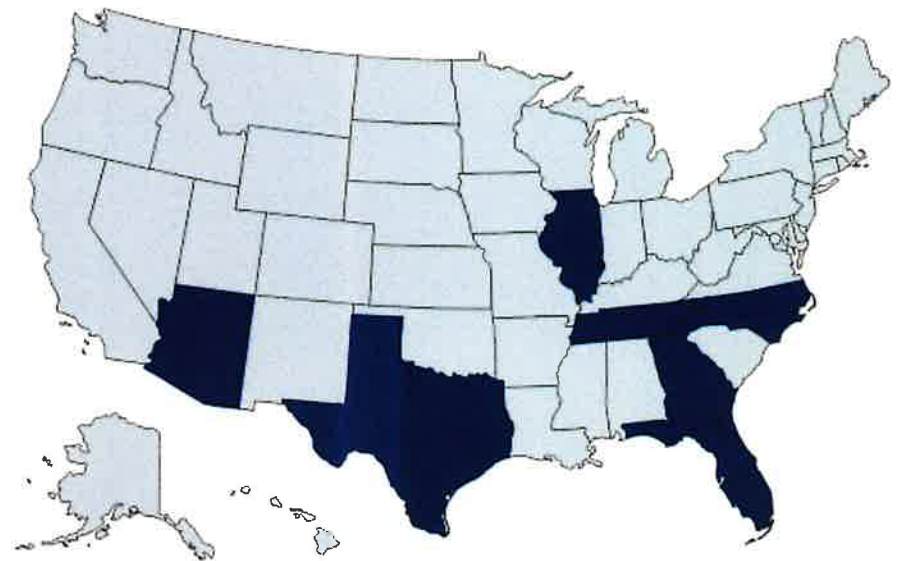
Turnstone Development Corporation (Turnstone)

is a not-for-profit 501(c)(3) development corporation incorporated in the State of Illinois. Turnstone was created in order to facilitate the creation and preservation of affordable housing.

Turnstone has developed over 1,680 affordable housing units and leveraged over \$257 million in private and public investment capital sources.

HTG Development Experience

	#19 AFFORDABLE HOUSING DEVELOPER IN THE U.S. RANKED BY AFFORDABLE HOUSING FINANCE	#1 AFFORDABLE HOUSING DEVELOPER IN FLORIDA
8,000+ UNITS BUILT OVER THE PAST 16 YEARS, WITH 10 NEW COMMUNITIES CURRENTLY UNDER CONSTRUCTION	60 COMMUNITIES	
	9% • 4% • HUD • PPP WE SPECIALIZE IN LEVERAGING ALL AVAILABLE SOURCES OF FUNDING, INCLUDING BOTH PUBLIC AND PRIVATE SECTOR RESOURCES	





Completed Development Crescent Place (2023)

- HTG's first development in Illinois in partnership with Turnstone Development
- Located at 310 W Rand Rd, Arlington Heights, IL 60004
- 40 units of new construction funded by IHDA 9% Tax Credits
- Approx. \$18.25 MM total development costs

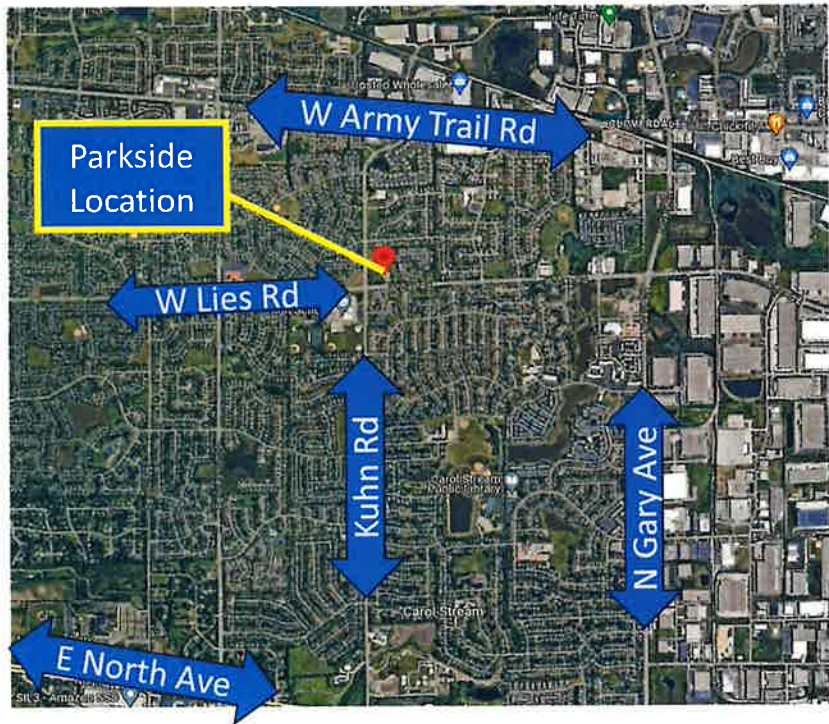


Crescent Place Grand Opening

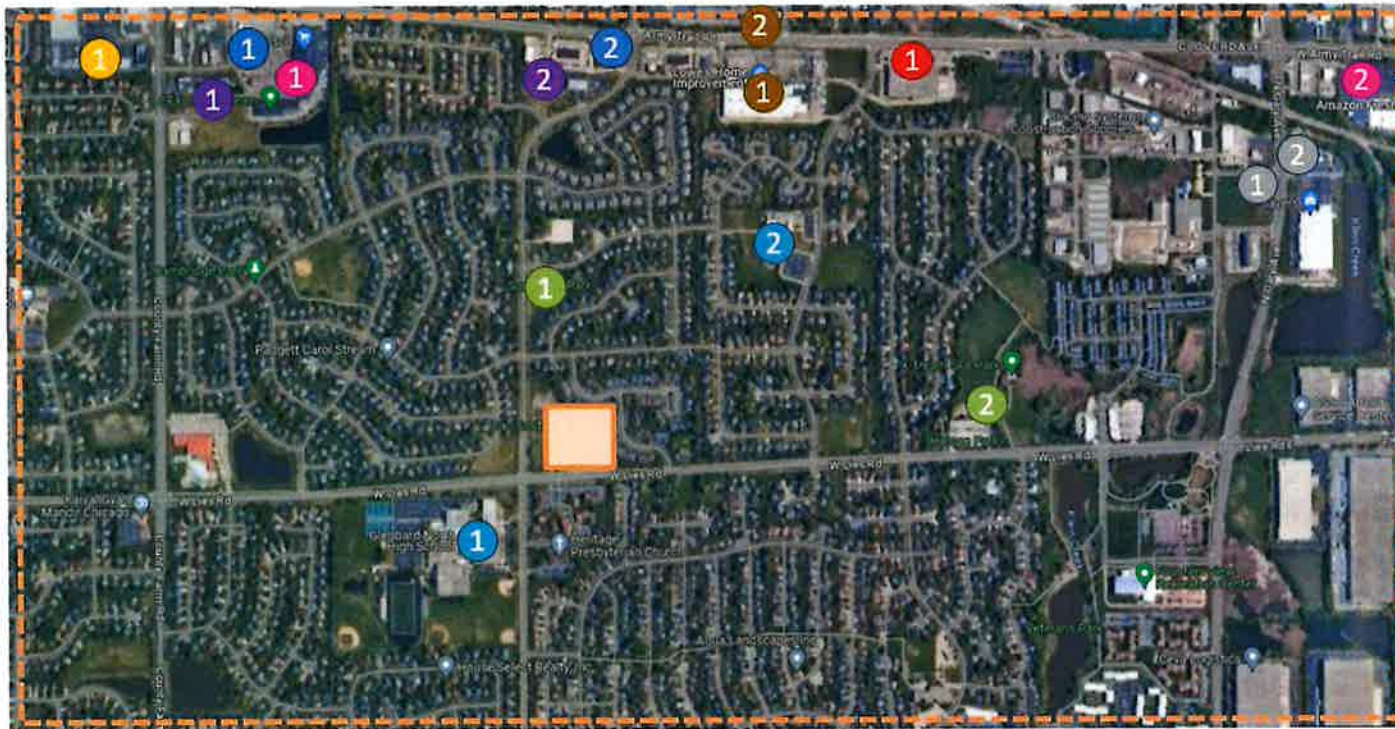


Parkside

Location: 575 W Lies Road, Carol Stream, DuPage County, IL
HTG has a Purchase Agreement with the Hahn Family



Convenient and Amenity Rich Location



Legend

-  Defined CRSA
-  Subject property(ies)
-  Existing affordable housing other than subject property (LIHTC, Section 8, etc.)
-  Planned affordable housing other than subject property (Identified In plans, under construction)
-  1 Banking and financial institutions
-  1 Recreational amenities (community parks, trails, gardens)
-  1 Civic and governmental institutions (City Hall, community centers, senior centers)
-  1 Childcare facilities
-  1 Educational amenities (public K-12, community college, adult/vocational)
-  1 Food access amenities (grocery stores, farmers markets, community food pantries)
-  1 Healthcare and social service facilities (clinics, urgent care centers, hospitals)
-  1 Transportation amenities (bus or train stations, carpool parking, bikes lanes)
-  1 Retail amenities (local shopping, restaurants, nightlife)
-  1 Planned improvements (new bike lanes, sidewalk improvements, public lighting installation)

Parkside Amenities

- Secured Entry
- Fitness Room
- Community Room
- Library Area
- Theater Room
- Outdoor Patio
- Roof Terrace

Representative Amenities (Built at Crescent Place)

Secured Entry



Lobby and Manager Office



Kitchenette



Library Room



Theater Room



Fitness Room



Community Room



Outdoor Patio and Garden



Representative Unit Finishes (Built at Crescent Place)

Bathroom



Bedroom



Kitchen



Accessible Bathroom



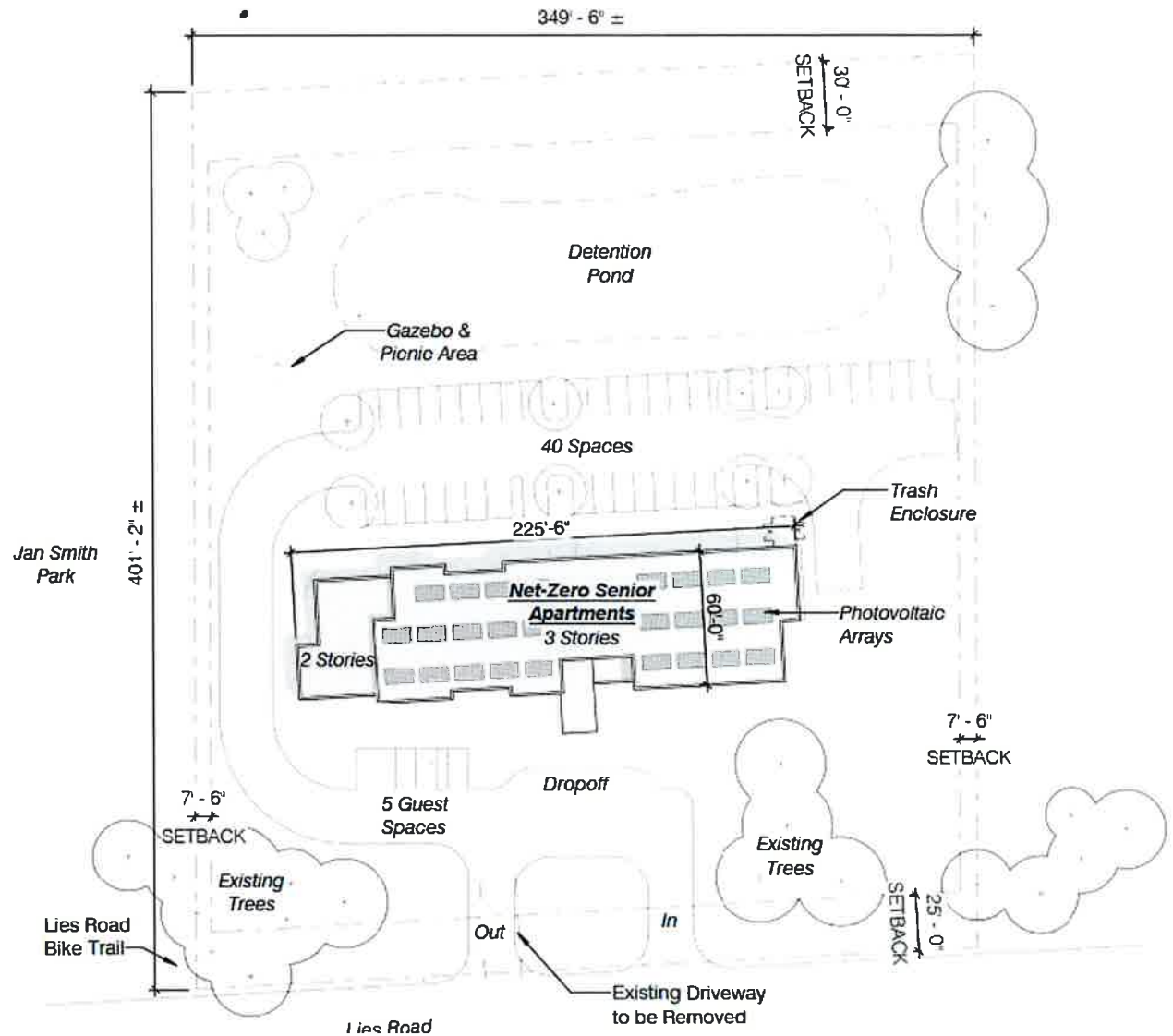
Living Room





Parkside Site Plan

- 3.21 acres, R-4 Zoning
- 32 Units, 33,150sf
- 3 Stories. 35ft max height
- Elderly Demographic
- 1.25 Spaces/Unit Parking



Parkside Timeline, Unit Mix and Rents

Timeline

- IHDA Conditional Approval **Received** on February 2, 2024
- Full Applications Due: March 29, 2024
- Recommendations: July 19, 2024

Unit Mix and Rents

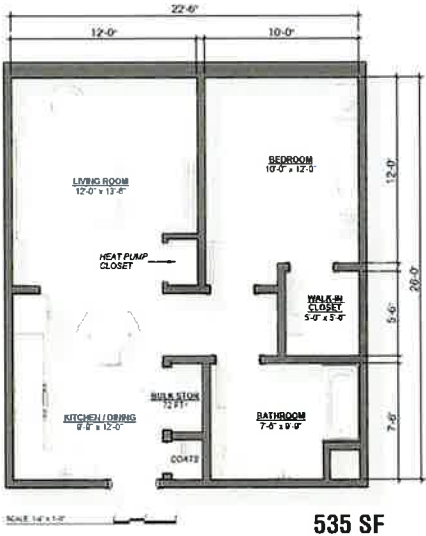
Residential Rent Schedule	# of Units	Rent Limit	Unit Sq. Ft.	IHDA Rent Limit	Monthly Rent
1/1	8	30%	585	IHDA Rent Limit	\$ 621
1/1	16	60%	585	IHDA Rent Limit	\$ 1,242
2/2	8	60%	830	IHDA Rent Limit	\$ 1,489

East Elevation

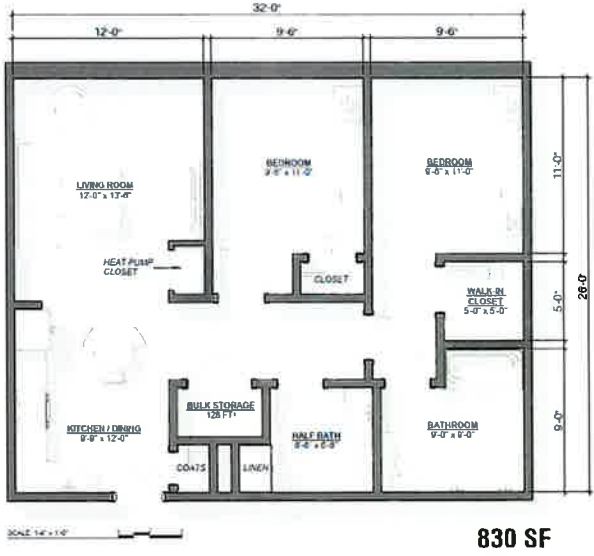


Unit Plans

One Bedroom



Two Bedroom



Parkside

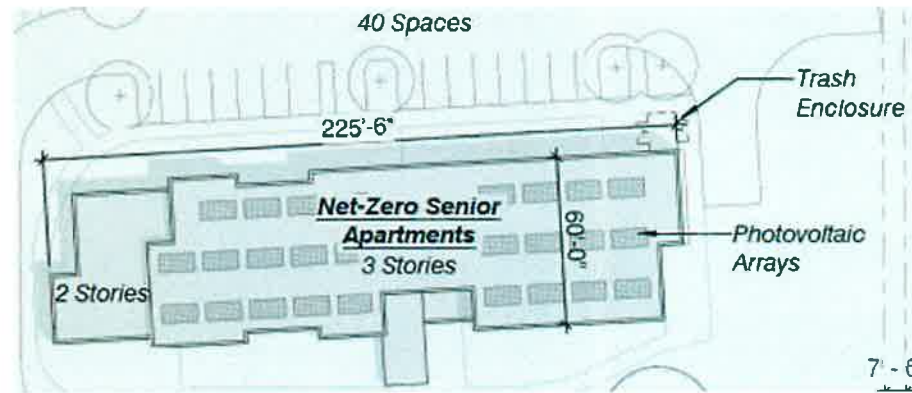
Net Zero



• NGBS Green + Net Zero Energy Certification

- This means that the building will produce and/or off-set enough energy for all of its consumption. All energy needs to be produced on site with solar.

Green Building Certification Requirements			
Program	Basic Level: 7 Points	Advanced Level: 10 Points	Net Zero Level: 13 Points
	General Track Scoring and PSH Track Scoring	General Track Scoring only	General Track Scoring only
Enterprise Green Communities ("EGC")	Certification	+ Certification Plus	+ Certification Plus via Criterion 5.4
United States Green Building Council ("USGBC")	LEED Gold	+ LEED Platinum	+ LEED Zero
National Green Building Standard ("NGBS")	Gold	+ Emerald	+ Green + Net Zero Energy
International Living Future Institute ("ILFI")	Core Green Building Certification	+ Living Building Certification	+ Zero Energy Certification OR Zero Carbon Certification
Passive Housing Institute US ("PHIUS")	-	Core	+ Zero
United States Environmental Protection Agency ("EPA"), United States Department of Energy ("DOE")	Energy Star	+ Zero Energy Ready Home	+ Zero Energy Ready Home + Solar



National Green Building Standard (NGBS)

- Independent third-party verification of all claimed points from the (ANSI) approved consensus standard
- Mandatory items in each category (i.e., energy efficiency, water efficiency, indoor air quality, etc.) must be met
- Requires progressively higher levels of environmental performance in every category to obtain higher levels of green certification
- Hired the same team of experienced NGBS Verifiers that worked on Crescent Place, Eco Achievers, to provide certification services for this NGBS Net-Zero project





Parkside

Thank you!



West Elevation

Thank you for your feedback. We will consider all comments for potential implementation in the design.



South Elevation (from Lies Road)



**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 1, 2024**

AGENDA ITEM
L-1 4/1/24

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AEP ENERGY					
100 DELLA CT 02/07-03/13/24 #6141000950	16.68	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 MAR-2024	
ON THORNHILL 01/18-02/22/24 #1240937449	861.60	01670300-53213	STREET LIGHT ELECTRICITY	3021359167 MAR-2024	
	<u>878.28</u>				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR-MAR 2024	2,932.00	01652800-52257	GIS SYSTEM	0000034	
	<u>2,932.00</u>				
ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC					
MR TEETH	409.56	01696200-53354	PARTS PURCHASED	SP4/84437	
	<u>409.56</u>				
ARAMARK UNIFORM & CAREER APPAREL GROUP INC					
FIRST AID SUPPLIES	64.74	01590000-53317	OPERATING SUPPLIES	ORD4-012953	
	<u>64.74</u>				
ARIEL IBARRIENTOS					
CLOTH ALLOW-IBARRIENTOS	114.99	01660100-53324	UNIFORMS	MERRELL 10/12/23	
	<u>114.99</u>				
ASSOCIATED TECHNICAL SERVICES LTD					
LOCATOR CHARGER REPAIR & REPLACEMENT	274.85	04201600-52284	EQUIPMENT MAINTENANCE	38289	
	<u>274.85</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
SPRINKLER PLAN REV-STANDPIPE HYDRANT	1,162.00	01643700-52253	CONSULTANT	64198	
	<u>1,162.00</u>				
BAXTER & WOODMAN INC					
WRC HEADWORKS IMP DESIGN PO-4110	9,636.99	04101100-54480	CONSTRUCTION	0256912	20240133
	<u>9,636.99</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 1, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
C S CHAMBER OF COMMERCE					
CHAMBER DUES	215.00	01520000-52234	DUES & SUBSCRIPTIONS	9701	
	<u>215.00</u>				
CANON FINANCIAL SERVICES INC					
LEASE-ADMIN COPIER 01/01-03/31/24	4,929.20	01652800-52226	OFFICE EQUIPMENT MAINTENANG	32225874	
	<u>4,929.20</u>				
CAROL CADLE					
CLOTH ALLOW-C CADLE PANTS	75.65	01660100-53324	UNIFORMS	AMERICAN 03/06/24	
	<u>75.65</u>				
CAROL STREAM PARK DISTRICT					
PARK PASSES-FEB 2024	30.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES FEB 2024	
	<u>30.00</u>				
CENTRAL PARTS WAREHOUSE					
FE CARBIDE	1,864.70	01696200-53354	PARTS PURCHASED	715324B	
JA PLOW BLADES	1,098.46	01696200-53354	PARTS PURCHASED	715324A	
	<u>2,963.16</u>				
COMCAST CABLE					
TELECOM INVOICE 03/15-04/14/24	4,672.47	01652800-52230	TELEPHONE	197216881	
	<u>4,672.47</u>				
COMED					
IL64 & KUHN #6445 02/22-03/21/24	206.49	01670300-53213	STREET LIGHT ELECTRICITY	1834362000 MAR-2024	
	<u>206.49</u>				
CONCENTRA HEALTH SERVICES, INC					
RANDOM DRUG SCREEN	118.00	01600000-52225	EMPLOYMENT PHYSICALS	17225107	
	<u>118.00</u>				

**Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on APRIL 1, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CORE & MAIN LP					
MAINFREIGHT METER	2,233.08	04201400-53333	NEW METERS	U491207	
HYD STEM	366.88	04201600-53317	OPERATING SUPPLIES	U489637	
	<u>2,599.96</u>				
CRYSTAL MGMT & MAINTENANCE SRV'S CORP					
JANITORIAL-APR 2024	4,155.00	01680000-52276	JANITORIAL SERVICES	31803	
	<u>4,155.00</u>				
DARREN BOSHART					
CLOTH ALLOW-BOSHART KOHLS, DICKS SPORTING	650.00	01660100-53324	UNIFORMS	KOHL'S 03/10/24	
	<u>650.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 1, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
DYNEGY ENERGY SERVICES, LLC					
1348 CHARGER CT 01/18-02/21/24 2756640240:	730.02	04101500-53210	ELECTRICITY	3242407750 FEB-2024	
300 KUHN RD 01/19-02/22/24 275664024021	5,340.08	04201600-53210	ELECTRICITY	3504844209 FEB-2024	
1N END THORNHILL 01/18-02/21/24 2756640240:	94.56	01670300-53213	STREET LIGHT ELECTRICITY	7527444427 FEB-2024	
879 DORCHESTER 01/19-02/22/24 27566402402	20.93	01670600-53210	ELECTRICITY	1431713405 FEB-2024	
1415 MAPLE RIDGE 01/20-02/25/24 2756640240:	24.52	01670600-53210	ELECTRICITY	2147936157 FEB-2024	
850 LONGMEADOW 01/19-02/22/24 2756640240	20.93	01670600-53210	ELECTRICITY	1627492639 FEB-2024	
500 GARY AVE 07/18-08/15/23	134.02	01670300-53213	STREET LIGHT ELECTRICITY	6675448009 AUG-2023	
391 ILLINI DR 01/19-02/22/24 275664024021	166.43	01670600-53210	ELECTRICITY	7416034827 FEB-2024	
106 GOLDENHILL 01/23-02/27/24 27566402402:	24.52	01670600-53210	ELECTRICITY	0351460139 FEB-2024	
465 CENTER 01/19-02/22/24 275664024021	123.37	01670300-53213	STREET LIGHT ELECTRICITY	7676337342 FEB-2024	
880 PAPOOSE CT 01/19-02/22/24 275664024021	176.33	01670300-53213	STREET LIGHT ELECTRICITY	8186835128 FEB-2024	
333 FULLERTON 01/18-02/21/24 275664024021	2,016.70	04201600-53210	ELECTRICITY	6657037224 FEB-2024	
451 SILVERLEAF 01/19-02/22/24 275664024021	62.49	01670300-53213	STREET LIGHT ELECTRICITY	3586651267 FEB-2024	
200 TUBEWAY 01/09-02/06/24 275664024021	570.82	04101500-53210	ELECTRICITY	3626322368 FEB-2024	
124 GERZEVSKA 01/18-02/25/24 275664024021	7,221.06	04201600-53210	ELECTRICITY	9982053177 FEB-2024	
500 GARY 01/19-02/22/24 275664024021	133.51	01670300-53213	STREET LIGHT ELECTRICITY	6387308726 FEB-2024	
1350 TALL OAKS 01/19-02/22/24 275664024021	56.48	04101500-53210	ELECTRICITY	0104763825 FEB-2024	
506 CHEROKEE 01/19-02/22/24 275664024021	72.57	01670300-53213	STREET LIGHT ELECTRICITY	6576713279 FEB-2024	
301 ANTELOPE 01/19-02/22/24 275664024021	92.45	01670300-53213	STREET LIGHT ELECTRICITY	5440417540 FEB-2024	
1015 LIES RD 01/18-02/21/24 275664024021	98.05	04201600-53210	ELECTRICITY	1026094443 FEB-2024	
1128 EVERGREEN TRL 01/20-02/25/24 27566402:	90.16	04101500-53210	ELECTRICITY	9661948436 FEB-2024	
1N END THORNHILL 07/17-08/14/23	72.28	01670300-53213	STREET LIGHT ELECTRICITY	6337409002 AUG-2023	
391 FLINT 01/19-02/22/24 275664024021	70.56	01670300-53213	STREET LIGHT ELECTRICITY	3987490946 FEB-2024	
990 DEARBORN 01/19-02/22/24 275664024021	88.28	01670300-53213	STREET LIGHT ELECTRICITY	1183249446 FEB-2024	
	17,501.12				
ENGINEERING RESOURCE ASSOCIATES INC					
PROFESSIONAL SVC-FEB 2024 245 NORTH AVE	222.50	01620100-52352	STORMWATER REVIEW	W2404200.02	
KLEIN CREEK PH-3 PO-462709 PO-462709	1,350.74	11740000-55488	STORMWATER UTILITIES	160914C3.03	20240066
	1,573.24				

**Village of Carol Stream
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
EXAMINER PUBLICATIONS INC					
BUDGET PUBLIC HEARING NOTICE	46.50	01520000-52240	PUBLIC NOTICES/INFORMATION	58397	
	<u>46.50</u>				
GARY AUTO BODY, INC					
UNIT 601 PAINT	2,496.00	01662700-52244	MAINTENANCE & REPAIR	3EFF59F9	
	<u>2,496.00</u>				
H & H ELECTRIC COMPANY					
STREET LIGHT REPAIRS PO-4051	4,679.43	01670300-52271	STREET LIGHT MAINTENANCE	43250	20240074
STREET LIGHT REPAIRS PO-4051	4,117.08	01670300-52271	STREET LIGHT MAINTENANCE	43251 R1	20240074
	<u>8,796.51</u>				
HAWK FORD OF CAROL STREAM					
MR STEERING PUMP	542.73	01696200-53354	PARTS PURCHASED	5168C	
MR BRAKES	419.18	01696200-53354	PARTS PURCHASED	5241C	
	<u>961.91</u>				
ILLINOIS STATE POLICE/DIRECTOR					
COURT ORDERED PAYMENT CSPC2201218	800.00	01-24238	IL STATE POLICE ASSET FORFEIT	22MX313-CSPC2201218	
	<u>800.00</u>				
JOSE LOPEZ					
CLOTH ALLOW-J LOPEZ	20.88	01660100-53324	UNIFORMS	AMAZON 11/29/23	
CLOTH ALLOW-J LOPEZ DRESS-SHIRT & PANTS	98.42	01660100-53324	UNIFORMS	AMAZON 11/30/23	
CLOTH ALLOW-J LOPEZ TIES	24.79	01660100-53324	UNIFORMS	AMAZON-6601 11/30/23	
	<u>144.09</u>				

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KLEIN, THORPE & JENKINS, LTD					
GENERAL COUNSEL-JAN 2024	7,100.27	01570000-52238	LEGAL FEES	240104	
GENERAL COUNSEL-FEB 2024	5,609.28	01570000-52238	LEGAL FEES	240230	
GENERAL COUNSEL-JAN 2024	345.00	11740000-52238	LEGAL FEES	240104	
GENERAL COUNSEL-FEB 2024	230.00	04200100-52238	LEGAL FEES	240230	
GENERAL COUNSEL-JAN 2024	1,081.00	04200100-52238	LEGAL FEES	240104	
GENERAL COUNSEL-FEB 2024	253.00	01510000-52238	LEGAL FEES	240230	
	14,618.55				
LANDSCAPE MATERIAL & FIREWOOD SALES INC					
W/S RESTOS	657.00	04201600-52286	PAVEMENT RESTORATION	44137	
STONE	2,604.28	04201600-53317	OPERATING SUPPLIES	44056	
W/S LEAK RESTO	322.00	04201600-52286	PAVEMENT RESTORATION	44131	
	3,583.28				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-MAR 2024	6,200.00	01570000-52312	PROSECUTION DUI	2024-3	
PROSECUTION-MAR 2024	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2024-3	
	8,600.00				
LECHNER & SONS					
MATS, TOWELS, WIPES 03/13/24	49.99	01670100-53317	OPERATING SUPPLIES	3358500	
MATS, TOWELS, WIPES 03/27/24	23.54	01696200-53317	OPERATING SUPPLIES	3363709	
MATS, TOWELS, WIPES 03/27/24	49.99	01670100-53317	OPERATING SUPPLIES	3363709	
MATS, TOWELS, WIPES 02/28/24	23.54	01696200-53317	OPERATING SUPPLIES	3351469	
MATS, TOWELS, WIPES 03/13/24	23.54	01696200-53317	OPERATING SUPPLIES	3358500	
MATS, TOWELS, WIPES 02/28/24	49.99	01670100-53317	OPERATING SUPPLIES	3351469	
	220.59				
LEONARD M BULAT					
UNIT 624 RE-STRIPE	495.00	01662700-52244	MAINTENANCE & REPAIR	24-63	
	495.00				

**Village of Carol Stream
Schedule of Bills
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MARK E RADABAUGH					
TAPING, EDITING 03/18/24	100.00	01590000-52253	CONSULTANT	24-0241	
	<u>100.00</u>				
MID AMERICAN WATER INC					
PVC PIPE, REPAIR CLAMPS	448.00	04101500-53317	OPERATING SUPPLIES	229552A	
PVC PIPE, REPAIR CLAMPS	1,313.00	04201600-53317	OPERATING SUPPLIES	229552A	
	<u>1,761.00</u>				
MUNICIPAL CLERKS OF DUPAGE CO					
CLERKS MTG 04/03/24 FOIA	35.00	01520000-52222	MEETINGS	MCDC 04/03/24-3	
CLERKS MTG 04/03/24 LIQUOR & GAMING	35.00	01520000-52222	MEETINGS	MCDC 04/03/24-2	
	<u>70.00</u>				
NATIONWIDE POWER SOLUTIONS, INC					
REPLACE BATTERIES-BUILDING UPS	4,079.60	01652800-54412	OTHER EQUIPMENT	444182	
	<u>4,079.60</u>				
NICOR					
200 TUBEWAY DR 02/15-03/18/24	44.33	04101500-53230	NATURAL GAS	14309470202 MAR-2024	
	<u>44.33</u>				
OMI					
WRC CAPEX-DEC 2023 PO-4039	18,217.86	04101100-52262	WRC CONTRACT	351199-CE-37	20240005
WRC OPERATIONS & MAINT-MAR 2024 PO-4039	168,520.75	04101100-52262	WRC CONTRACT	351199-27-11	20240005
	<u>186,738.61</u>				
ON TARGET WILDLIFE CONTROL, LLC					
PEST CONTROL	2,000.00	01670600-52244	MAINTENANCE & REPAIR	1374	
	<u>2,000.00</u>				
ONSOLVE INTERMEDIATE HOLDING COMPANY					
CODE RED RENEWAL 05/01/24-04/30/25 PO-46€	12,155.06	01-13010	PRE-PAID ITEMS	15308383	
	<u>12,155.06</u>				

**Village of Carol Stream
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PARKER CONCRETE PLACEMENT, INC					
SALT CONVEYOR	3,625.00	01670200-52264	EQUIPMENT RENTAL	16265	
	3,625.00				
PROMOS 911 INC					
PROMO ITEMS	873.01	01664700-53325	COMMUNITY RELATIONS	11282	
	873.01				
RAKESH PATEL					
CEH CERTIFICATION-R PATEL	1,050.00	01652800-52223	TRAINING	CEH-PATEL	
	1,050.00				
RED WING SHOE STORE					
BOOTS-CHRIS LARSON	220.99	01680000-53324	UNIFORMS	132826	
	220.99				
REFUNDS MISC					
24-0229-ACFR 1036 PHEASANT TRL-REFUND	48.00	01000000-42307	BUILDING PERMITS	1036 PHEASANT-2024	
	48.00				
REFUNDS PRESERVATION BONDS					
490 MAIN PL-REFUND AS-BUILT	5,000.00	01-24302	ESCROW - GRADING	490 MAIN PL-2024	
	5,000.00				
STANDARD EQUIPMENT COMPANY					
BELLY PACK	3,169.11	01696200-53354	PARTS PURCHASED	P48868	
	3,169.11				
STEPHEN A LASER ASSOCIATES P C					
POLICE ASSESSMENT-2 CANDIDATES 03/18/24	1,300.00	01510000-52228	PERSONNEL HIRING	2007918	
	1,300.00				

**Village of Carol Stream
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STUDIO GC ARCHITECTURE + INTERIORS					
PWC ARCHITECT SVC PO-4028	1,135.00	11740000-55487	FACILITY CAPITAL IMPROVEMENT	22036.09	20240032
	<u>1,135.00</u>				
TELCOM INNOVATIONS GROUP LLC					
VOICEMAIL SVC	77.50	01652800-52253	CONSULTANT	A60664	
	<u>77.50</u>				
TIM'S AUTO BODY					
UNIT 624 DAMAGE REPAIR PO-4663201	6,802.21	01662700-52244	MAINTENANCE & REPAIR	4793	20240138
UNIT 602 DAMAGE REPAIR	666.85	01662700-52244	MAINTENANCE & REPAIR	4795	
	<u>7,469.06</u>				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES 03/22/24	1,341.20	01680000-53320	JANITORIAL SUPPLIES	3947	
	<u>1,341.20</u>				
TKB ASSOCIATES INC					
ADDITIONAL LICENSES	381.70	01652800-52255	SOFTWARE MAINTENANCE	155179	
	<u>381.70</u>				
TRANSYSTEMS CORPORATION					
LIES RD-BIKE PATH, PH 3 PO-462693	1,972.29	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	11-4423174	
	<u>1,972.29</u>				
TVG-MGT HOLDINGS, LP					
OFFICE MANAGER-D KALKE 02/17, 02/24/24	3,585.60	01590000-52253	CONSULTANT	MGT35393	
	<u>3,585.60</u>				
U S POSTMASTER					
POSTAGE WATER BILLS-MAR 2024	2,756.81	04103100-52229	POSTAGE	1529 03/28/24	
POSTAGE WATER BILLS-MAR 2024	2,756.82	04203100-52229	POSTAGE	1529 03/28/24	
	<u>5,513.63</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on APRIL 1, 2024**

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VILLAGE OF VILLA PARK					
LEADERSHIP ACADEMY-BACIGALUPO 04/25/24-C	250.00	01-13010	PRE-PAID ITEMS	LGLAR 04/25/24	
	<u>250.00</u>				
WEST SIDE TRACTOR SALES					
MR FILTERS	119.23	01696200-53354	PARTS PURCHASED	N50141	
MR BRAKE PEDAL	1,131.55	01696200-53354	PARTS PURCHASED	N50424	
MR FILTERS	383.49	01696200-53354	PARTS PURCHASED	N50866	
MR BRAKE SENSOR	322.04	01696200-53354	PARTS PURCHASED	N50503	
	<u>1,956.31</u>				
WHEELER LUMBER, LLC					
PEDESTRIAN BRIDGE PO-462715	47,435.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	1340-037904	20240139
	<u>47,435.00</u>				
GRAND TOTAL	<u><u>\$389,277.13</u></u>				

The preceding list of bills payable totaling \$ 389,277.13 was reviewed and approved for payment.

Approved by:



William Holmer –Village Manager

Date: 03-28-2024

Authorized by:

Frank Saverino Sr-Mayor

Julia Schwarze- Village Clerk

ADDENDUM WARRANTS
MARCH 19, 2024 Thru APRIL 1, 2024

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll March 4, 2024 thru March 17, 2024	614,578.11
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll March 4, 2024 thru March 17, 2024	56,191.69
				670,769.80

Approved this _____ day of _____, 2024

By: _____
Frank Saverino Sr-Mayor

Julia Schwarze - Village Clerk