

# Village of Carol Stream

## BOARD MEETING AGENDA NOVEMBER 4, 2024 6:00 P.M.

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

### **A. ROLL CALL AND PLEDGE OF ALLEGIANCE:**

### **B. MINUTES:**

1. Approval of Minutes of the October 21, 2024 Village Board Meeting.

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

1. Halloween Decorating Contest Winners:



Big Pumpkin – 335 Antelope Trail



Family Fun – 989 Tioga Court



Judges Favorite – 328 Alabama Trail

2. Addresses from Audience (3 Minutes).

### **D. PUBLIC HEARINGS:**

1. Village of Carol Stream, DuPage County, Illinois Special Service Area No. 1  
(Villas of Fair Oaks Subdivision Development).

### **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. 24-0045 – Omni Cable, LLC – 550 Center Ave.  
*Amendment to a Special Use Permit for Additional Outdoor Storage*  
**Recommended Approval with Conditions 4-0**

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

# Village of Carol Stream

## BOARD MEETING

### AGENDA

NOVEMBER 4, 2024

6:00 P.M.

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

1. 2025 GIS Consortium Service Provider Contract. *Staff recommends awarding a contract to MGP at a cost not to exceed \$168,336.00 for 2025 GIS Consortium Services, pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.*
2. Engineering Design Services – Old Gary Avenue Reconstruction Project – Amendment #1 (Culvert Replacement). *Staff recommends approving Amendment #1 to the Agreement with Strand Associates, Inc. in the amount of \$14,640.00.*
3. Klein Creek Streambank Stabilization – Section III Project, Change Order No. 06-Asphalt Paths. *Staff recommends amending Purchase Order No. 462-695 and approving Change Order No. 06 with V3 Construction Group in the total lump sum amount of \$67,361.75 for the installation of additional asphalt paths prior to landscape restoration and wheel stops at the library parking lot.*
4. Klein Creek Streambank Stabilization – Section III Project, Change Order No. 07-Split Rail Fence. *Staff recommends amending Purchase Order No. 462-695 and approving Change Order No. 07 with V3 Construction Group in the total lump sum amount of \$5,750.00 for the installation of a split rail fence near Mitchell Lakes outfall and southeast corner of Armstrong Park.*
5. Klein Creek Streambank Stabilization – Section III Project, Change Order No. 08-Final Quantity Adjustment. *Staff recommends amending Purchase Order No. 462-695 and approving Change Order No. 08 with V3 Construction Group by decreasing the Purchase Order in the total lump sum amount of \$(5,192.80) regarding final quantity adjustments.*

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

1. Ordinance No. 2024-11-\_\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 14 to 15 (Tacoma Taco Enchilada Grill, Inc. d/b/a Tacoma Taco Enchilada Grill, 105 Stark Drive).
2. Ordinance No. 2024-11-\_\_\_\_ Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 15 to 16 (Nash Partners LLC d/b/a Fozzy's Bar and Grill, 1021 Fountain View Drive).

# Village of Carol Stream

## BOARD MEETING

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3. Ordinance No. 2024-11-\_\_\_\_ Annexing Certain Property to the Village of Carol Stream, DuPage County, Illinois (Wheaton Bible Church – 27W500 North Avenue).
4. Ordinance No. 2024-11-\_\_\_\_ Approving a Zoning Map Amendment to Zone Property to the O-S Office Service District upon Annexation (Wheaton Bible Church – 27W500 North Avenue).
5. Ordinance No. 2024-11-\_\_\_\_ Approving an Amendment to a Special Use Permit for Outdoor Storage (Omni Cable – 550 Center Avenue). *See F.1.a.*
6. Ordinance No. 2024-11-\_\_\_\_ Establishing Special Service Area Number 1 in the Village of Carol Stream, DuPage County, Illinois (Villas of Fair Oaks Subdivision Development).

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

1. Resolution No. \_\_\_\_\_ Approving a Plat of Dedication for Public Right-Of-Way Purposes, 27W500 North Avenue, Carol Stream, Illinois, PIN No. 01-36-100-031.
2. Resolution No. \_\_\_\_ Accepting Pedestrian Path Easements, 27W500 North Avenue, Carol Stream, Illinois, PIN No. 01-36-100-031.
3. Resolution No. \_\_\_\_ Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Carol Stream Park District for Transfer and Shared Use of a Vermeer BC1800 XL Chipper.
4. Resolution No. \_\_\_\_ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring designated electronic equipment surplus which will be disposed of and/or recycled through Digital Red.*

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

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

1. Regular Bills: October 22, 2024 through November 4, 2024.
2. Addendum Warrants: October 22, 2024 through November 4, 2024.

*Village of Carol Stream*

**BOARD MEETING  
AGENDA  
NOVEMBER 4, 2024  
6:00 P.M.**

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

**M. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheet for the Month ended September 30, 2024.

**N. EXECUTIVE SESSION:**

**O. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2024-10-46</b>	<b>LAST RESOLUTION</b>	<b>3387</b>
<b>NEXT ORDINANCE</b>	<b>2024-11-47</b>	<b>NEXT RESOLUTION</b>	<b>3388</b>

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

**October 21, 2024**

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

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

Absent: None.

Also Present: Village Manager Bill Holmer, Assistant Village Manager Marc Talavera, Finance Director Jon Batek, Public Works Director Brad Fink, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Police Chief Don Cummings and Attorney Mallory Milluzzi

**ROLL CALL AND PLEDGE OF ALLEGIANCE:**

*After the roll call and Pledge of Allegiance, Mayor Saverino asked for a moment of silence in honor of Trustee Gieser's father, Richard Gieser.*

**MINUTES:**

*Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the October 7, 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.*

**LISTENING POST:**

1. Proclamation declaring October 2024 Filipino American History Month – *read by Mayor Saverino.*
2. Addresses from Audience: *None.*

**CONSENT AGENDA:**

*Trustee Anselmo moved and Trustee McCarthy 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 Gieser 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.*

**Police Pension Fund-Compliance Report FY24:**

*Village Board received the Police Pension Fund Compliance Report for FY24.*

**Temporary De-Watering Services Associated with the Water Reclamation Center De-Watering Replacement Project:**

*Village Board authorized an additional \$80,937.00 for costs associated with the temporary de-watering during the WRC De-Watering Replacement Project.*

**Water Reclamation Center Electrical Condition Assessment:**

*Village Board approved an Engineering Services Agreement with Baxter & Woodman Consulting Engineers for the WRC Electrical Improvement Technical Memo in the amount of \$31,025.00.*

**Approval of Independent Contractor Agreements for Snowplowing:**

*Village Board approved the Independent Contractor Agreements and Addendums for snowplowing and authorized the Village Manager to sign Agreements with AJD Concrete Construction Corp. and Abbott Tree Care with the rates listed in said Agreement.*

**Ordinance No. 2024-10-43 Adopting Rules and Regulations of the Board of Fire and Police Commissioners:**

*Village Board approved amendments to the Rules and Regulations of the Board of Fire and Police Commissioners including changes to Chapter II, Section 10 – Disqualification.*

**Ordinance No. 2024-10-44 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class C Liquor Licenses from 18 to 17 (Legacy Liquors LLC d/b/a Legacy Liquor Co.,) and Increasing the Number of Class C Liquor Licenses from 17 to 18 (Legacy Liquors Carol Stream LLC d/b/a Legacy Liquors) located at 1356 Army Trail Road:**

*Village Board approved a Class C liquor license to the new owners of Legacy Liquors located at 1356 Army Trail Road.*

**Ordinance No. 2024-10-41 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class PL Liquor Licenses from 6 to 7 for All Time Investments LLC d/b/a Citgo Carol Stream located at 1440 W. Army Trail Road:**

*Village Board approved a PL Liquor License for All Time Investments LLC d/b/a Citgo Carol Stream located at 1440 W. Army Trail Road.*

**Ordinance No. 2024-10-45 Amending Chapter 8, Article 6 of the Carol Stream Traffic Code – Parking Schedules:**

*Village Board approved amendments to the Traffic Code regarding parking restrictions for 475 Randy Road.*

**Ordinance No. 2024-10-46 Amending Chapter 8, Article 5 of the Carol Stream Traffic Code – Speed Limits on Specific Streets:**

*Village Board approved amendments to the Traffic Code regarding a reduction of speed to 25 mph on Birchbark Trail from Kuhn Road to County Farm Road.*

**Resolution No. 3387, A Resolution to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025:**

*Village Board action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2024 property tax levy. The Village is requesting a tax levy totaling \$3,800,000 (no increase) and the Library is requesting a tax levy totaling \$3,715,352 (3.4% decrease) for 2024. The combined total tax levy represents a decrease of 1.8% over taxes extended in 2023. Final adoption of the tax levy is scheduled for the Village Board meeting of November 18, 2024.*

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

*Village Board reappointed Frank Petella to the Plan Commission/Zoning Board of Appeals for a 5 year term expiring October 31, 2029.*

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

*Village Board reappointed Dan Morris to the Plan Commission/Zoning Board of Appeals for a 5 year term expiring October 31, 2029.*

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

*The Village Board approved payment of Regular Bills dated October 21, 2024 in the amount of \$1,627,059.97. The Village Board approved the payment of Addendum Warrant of Bills from October 8, 2024 thru October 21, 2024 in the amount of \$704,884.31.*

*Trustee Zalak moved and Trustee McCarthy made the second to approve the items placed on 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.*

**REPORT OF OFFICERS:**

*Trustee Anselmo offered condolences to Trustee Gieser on the loss of his father; reported Halloween trick or treating hours are 3-7pm; advised residents to order their Brittany's Trees now before they are sold out; reminded motorists to slow down and watch for kids; and wished everyone a safe and happy Halloween.*

*Trustee Berger expressed his condolences to Trustee Gieser and his family, and wished everyone a safe and happy Halloween.*



*Trustee Zalak offered his condolences to Trustee Gieser on the loss of his father; wished everyone a safe and happy Halloween; and asked that we keep the military and first responders in our thoughts and prayers.*

*Trustee Gieser thanked everyone for their condolences; thanked Mayor Saverino for the moment of silence for his father; recapped the Halloween Decorating Contest details and referred residents to the Carol Stream website for the story map.*

*Trustee Frusolone extended her deepest sympathies to Trustee Gieser and his family; reminded motorists to slow down and look for kids playing outside; asked that residents clear leaves out of their storm sewer grates; encouraged residents to stop by Village Hall to admire the extravagant Halloween decorations and do some trick or treating; and wished everyone a safe and happy Halloween.*

*Trustee McCarthy extended his condolences to Trustee Gieser and his family.*

*Village Clerk Schwarze extended her condolences to Trustee Gieser and his family; reminded residents that it is almost time to drain and disconnect rain barrels; announced the November 2<sup>nd</sup> recycling/shredding event; wished everyone a safe and happy Halloween; and reminded residents to shop and dine Carol Stream.*

*Attorney Milluzzi offered her condolences to Trustee Gieser and his family and wished everyone a happy Halloween.*

*Village Manager Holmer offered details for the recycling/shredding event from 8am-12pm on Saturday November 2<sup>nd</sup> and trick or treating at Village Hall on October 31<sup>st</sup> from 3-4:30pm.*

*Mayor Saverino offered his deepest condolences to Trustee Gieser and recalled his father being a historian of Carol Stream; thanked Frank Petella and Dan Morris for stepping up to serve without pay on the Plan Commission/Zoning Board of Appeals; commended the Village for helping the Carol Stream Public Library reduce their tax levy this year; and wished everyone a safe and happy Halloween.*

**ADJOURNMENT:**

*At 6:29 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:*

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

*Nays: 0*

*Abstain: 0*

*Absent: 0*

*The motion passed.*

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr., Mayor

ATTEST:

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Julia Schwarze, Village Clerk

**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  
October 28, 2024.***

Mr. Farace stated since Chairman Parisi was absent an Acting Chairman would need to be nominated. Commissioner Petella made a motion to nominate Commissioner Tucek and Commissioner Morris seconded the motion.

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

The results of the roll call vote were:

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

Absent: 3 Commissioner Christopher, Battisto, and Chairman Parisi

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

**MINUTES:**

Commissioner Meneghini moved and Commissioner Petella seconded the motion to approve the minutes of the Regular Meeting held on September 23, 2024.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Christopher, Battisto, and Chairman Parisi

The motion passed by a unanimous vote.

**PUBLIC HEARING:**

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Christopher, Battisto, and Chairman Parisi

The motion passed by unanimous vote.

**Case #24-0045–Omni Cable, LLC– 550 Center Avenue**

*Amendment to a Special Use Permit for Additional Outdoor Storage*

Acting Chairman Tucek swore in Mr. James Barkmeier with Omni Cable, LLC, 500 Center Ave, Carol Stream, Illinois, and asked him to provide his presentation.

Mr. Barkmeier gave a brief history about Omni Cable and stated the reason he was there to represent the company was to have a new fence erected where a current original fence is located. Mr. Barkmeier spoke about the company and stated the purpose they use the fence enclosure now is to store extra materials to accommodate their busy demands of their business. He continued to give a little information about what type of business they are and what type of items they are storing. Mr. Barkmeier concluded that the fence would be made of the same material, erected in the exact location, and continued to be used for the same storage, and is deemed necessary at their location.

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

Mr. Farace presents the staff report. Mr. Farace gives a brief description of Omni Cable and stated that they are seeking approval of an amendment for special use permit for additional outdoor storage. He stated that the business received approval in February 2023 for a fenced in area to be installed in the northwest corner of the property for equipment that is typically stored on the inside of the building. Mr. Farace stated that Omni Cable is now proposing to have another area in the northeast corner fenced for more outdoor storage. He stated it will be located where they currently have trailer storage parking. Given the limited number of trailers stored, staff can support the Special Use Amendment and recommends approval subject to conditions.

Acting Chairman Tucek asked for questions from the Commission, there were none.

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Christopher, Battisto, and Chairman Parisi

The motion passed by unanimous vote.

This case will go before the Village Board on Monday, November 4, 2024, at 6:00 PM for review.

**PUBLIC HEARING:**

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

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 3 Commissioner Christopher, Battisto, and Chairman Parisi

The motion passed by unanimous vote.

**NEW BUSINESS:**

**PRESENTATION:**

Mr. Farace informed the board and congratulated Commissioner Petella and Commissioner Morris for being reappointed by the Village Board for another five-year term on the Planning and Zoning Board of Commissions. Mr. Farace gave some current updates on ongoing projects in Carol Stream.

**OLD BUSINESS:**

**OTHER BUSINESS:**

**ADJOURNMENT:**

At 6:10 p.m. Commissioner Petella moved and Commissioner Morris seconded the motion to adjourn the meeting.

The results of the roll call vote were:

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

Nays: 0

Abstain: 0

Absent: 2 Commissioner Christopher, Battisto, and Chairman Parisi

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

\_\_\_\_\_  
Sara Van Winkle  
Planning and Permitting Assistant

Minutes approved by Plan Commission on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Acting Chairman

**LEGAL NOTICE**

**NOTICE OF PUBLIC HEARING  
VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS  
SPECIAL SERVICE AREA NO. 1**

**AGENDA ITEM**  
D-1 11/4/24

**NOTICE IS HEREBY GIVEN** that on November 4th, 2024, at 6:00 p.m. in the Village Board Room at the Village of Carol Stream Village Hall, 500 North Gary Avenue, Carol Stream, Illinois 60188, a hearing will be held by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, to consider the establishment of a Special Service Area, consisting of the following described territory:

Lots 1 through 32 and Outlots 1, 2 and 3 in the Villas of Fair Oaks Subdivision, being a part of the Southeast ¼ of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat recorded June 6, 2024 as Document Number R2024-035663, in Du Page County, Illinois.

PINS:	Common Addresses:
01-23-402-017	1445 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-018	1441 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-019	1437 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-020	1433 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-021	1429 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-022	1425 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-023	1421 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-024	1417 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-025	Outlot 1 in Villas of Fair Oaks Subdivision
01-23-402-026	1036 Quarry Court, Carol Stream, Illinois 60188
01-23-402-027	1040 Quarry Court, Carol Stream, Illinois 60188
01-23-402-028	1044 Quarry Court, Carol Stream, Illinois 60188
01-23-402-029	1048 Quarry Court, Carol Stream, Illinois 60188
01-23-402-030	1047 Quarry Court, Carol Stream, Illinois 60188
01-23-402-031	1043 Quarry Court, Carol Stream, Illinois 60188
01-23-402-032	1039 Quarry Court, Carol Stream, Illinois 60188
01-23-402-033	1035 Quarry Court, Carol Stream, Illinois 60188
01-23-402-034	1031 Quarry Court, Carol Stream, Illinois 60188
01-23-402-035	1027 Quarry Court, Carol Stream, Illinois 60188
01-23-402-036	1023 Quarry Court, Carol Stream, Illinois 60188
01-23-402-037	1019 Quarry Court, Carol Stream, Illinois 60188
01-23-402-038	1015 Quarry Court, Carol Stream, Illinois 60188
01-23-402-039	1011 Quarry Court, Carol Stream, Illinois 60188
01-23-402-040	1007 Quarry Court, Carol Stream, Illinois 60188
01-23-402-041	1003 Quarry Court, Carol Stream, Illinois 60188
01-23-402-042	Outlot 3 in Villas of Fair Oaks Subdivision
01-23-414-001	Outlot 2 in Villas of Fair Oaks Subdivision
01-23-414-002	1446 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-003	1442 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-004	1438 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-005	1434 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-006	1430 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-007	1426 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-008	1422 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-009	1418 Preserve Drive, Carol Stream, Illinois 60188

An accurate map of said territory is on file in the office of the Village Clerk of said Village and is available for public inspection.

The purpose of the establishment of said Special Service Area is to provide special municipal services to said Special Service Area, including (1) all costs of operation, upkeep, maintenance, repair, replacement, reconstruction alteration, safekeeping and improvement of the Common Area, or shared facilities, including but not limited to, all storm sewers and any other stormwater management and conveyance facilities or appurtenances (including keeping them free and clear of obstructions) or the private ingress egress easement; costs of design engineering and other consulting services, surveys and permits; (2) all costs should the Association or any present or any future Owner, following notice, fail to fulfill its obligations with respect to said Common Areas or shared facilities as determined by the President and the Board of Trustees of the Village of Carol Stream and as required by laws of the State of Illinois, the ordinances of the Village of Carol Stream, and as provided within the Plat of Subdivision recorded as Document No. R2024-35663, Annexation Agreement recorded as Document No. R2024-024063 and the Declaration for Fair Oaks, attached thereto; and (3) liability insurance, and all administrative, legal, and other costs and expense incurred in connection with the Common Area and with the administration of the Common Area, including the repayment of any loan or debt incurred for the provision of any such services.

At the hearing, there will be considered the levy from time to time, as determined by the Mayor and Board of Trustees, of a direct annual tax for providing such special services at a rate not to exceed \$3.00 per \$100.00 of equalized assessed valuation of all property within the Area, for each year that the Village of Carol Stream is required to expend funds relative to said Special Services, so long as the Stormwater Management System shall exist. As special service area taxes will not be levied until such time as the Village is required to expend funds for said Special Services, any special service tax levy for the initial year or subsequent years is unknown, however, any such levy will not exceed the maximum tax rate set forth above.

At said public hearing, any interested persons affected by said proposed Special Service Area, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The public hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within said Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of said Special Service Area is filed with the Village Clerk of said Village within 60 days following the final adjournment of said public hearing objecting to the creation of said Special Service Area, the levy or imposition of a tax for the provision of special services to said Special Service Area, or to a proposed increase in the tax rate, no such Special Service Area may be created, or tax may be levied or imposed nor the rate increased.

By Order of the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois.

Dated this 7th day of October, 2024.

Julia Schwarze, Village Clerk, Village of Carol Stream

As published in *The Examiner* October 16, 2024.

*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:** October 29, 2024

**RE:** **Agenda Item for the Village Board Meeting of November 4, 2024**  
**PC/ZBA Case 24-0045, Omni Cable – 550 Center Avenue, Amendment to a Special Use Permit for Outdoor Storage**

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Mattie Siegfried, with Omni Cable, requests approval of an Amendment to a Special Use Permit for Outdoor Storage at 550 Center Avenue.


Omni Cable is a redistributor of wire and cable and electrical products. The subject property originally received a Special Use Permit for outdoor storage of trucks and trailers in August 2019, and Omni Cable moved into the building in 2022. In February 2023, Omni Cable received approval of a Special Use Amendment for outdoor storage, to store spools, reels, and pallets in a fenced-in area in the north truck and loading dock area. Omni Cable is now requesting a second Special Use Amendment, due to an increase in the need to store products and materials onsite, and wishes to install a second fenced-in storage space in the north truck and loading dock area. The storage area fencing, along with the existing perimeter fencing, will provide a functional security barrier, will not hinder circulation around the building, and will provide adequate screening. In addition, Omni Cable does not utilize the majority of the trailer parking spaces on the north side of the property, given the limited number of trailers stored on the property.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on October 25, 2024. At its meeting on October 28, 2024, by a vote of 4-0, the PC/ZBA recommended approval of the special use request, subject to the conditions in the October 25, 2024 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Amendment to a Special Use Permit for Outdoor Storage for Omni Cable, located at 550 Center Avenue, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Mattie Siegfried, Omni Cable

## *Village of Carol Stream* Interdepartmental Memo

**TO:** William Holmer, Village Manager  
**FROM:** Marc Talavera, Assistant Village Manager   
**DATE:** October 29, 2024  
**RE:** 2025 GIS Consortium Service Provider Contract

In November 2015, the Village became a member of the GIS Consortium (GISC) and joined a group of communities with a shared interest in developing municipal GIS services. The consortium had selected the GIS consultant, Municipal GIS Partners Inc. (MGP Inc.) to provide the expertise to develop these GIS services. Further as a condition to GISC membership, each member municipality is required to enter an annual service provider agreement with MGP. This agreement is negotiated by the GISC executive board members and presented to the GISC board-at-large for general approval. Once the agreement has been approved by the GISC membership, it becomes incumbent on the municipality to submit the agreement to their municipal leadership for approval.

Since joining the Consortium, the Village has made substantial progress with integrations and enhancing GIS capabilities with the consortium being the primary driver for the GIS program success. Currently, MGP and Village staff collaborate on various projects, including:

- a. Continued Cartegraph Integration
- b. Continued Development of Utility Data
- c. Mapping integrations with Village Systems
- d. Police Zone and Block Maps
- e. Sex Offender Mapping
- f. Various Story Maps
- g. Cartegraph Asset Visualization Improvements
- h. Community Development Project Maps
- i. Com-Ed Address Review
- j. Snow Zone Maps

The 2025 service provider pricing has increased by 4.5% compared to the previous year. For reference, the 2024 contract had a not-to-exceed amount of \$161,087, while the total cost for 2025 is \$168,336.

After a thorough review of the contract, staff is agreeable to the terms outlined in the statement of work. Therefore, staff recommends awarding the contract to MGP at a cost not to exceed \$168,336, pursuant to the provisions of Chapter 5, Article 8, Section 5-8-14(F) of the Carol Stream Code of Ordinances.



## **GIS Program Overview**

Municipal GIS Partners (MGP) is the GIS service provider to the GIS Consortium dedicated to delivering exceptional service and value by providing tailored staffing and expert program management. Carol Stream joined the GIS Consortium in 2015 as the 28th member. The shared infrastructure model through the GIS Consortium not only emphasizes cost savings but also promotes long-term sustainability. MGP's robust products and solutions offer access to innovative tools and collaborative platforms, fostering integration, enhancing operational efficiency and decision-making capabilities, all while ensuring fiscal responsibility.







### **What is the value of GIS to our residents?**

1. **Cost Savings and Efficiency:** The GIS program identifies areas for process improvements from operations to infrastructure, ensuring every dollar is spent wisely.
2. **Improved Public Services:** GIS technology enhances the delivery of public services from utility maintenance to emergency response.
3. **Transparency and Accountability:** By making data accessible and consumable, communities engage with residents more effectively.

### **What is the value of GIS to our staff?**

1. **Enhanced Decision-Making:** Whether it's planning new infrastructure, managing resources, or responding to emergencies, GIS simplifies complex information, leading to better outcomes.
2. **Strategic Planning and Development:** GIS can help identify growth patterns, gather public perspective, and plan for future improvements, ensuring that the community can grow sustainably and meet the needs of residents for years to come.
3. **Access to Expertise and Support:** MGP offers cutting-edge GIS technology along with expert GIS teams including Analysts, Account Managers, and Administrators delivery solutions and train staff to fully leverage the capabilities of GIS.

## 2024 Solution Summary

 <p><b>myGIS</b> Make data driven decisions</p>	<p>A mapping application that enables community staff to view and analyze critical data like addresses, utilities, boundaries, and much more.</p>	<p><b>Average Monthly Users:</b> <b>84</b></p>
 <p><b>Community Portal</b> Discover more about where you live and your community</p>	<p>An integration platform where community staff and the public can find information about a property from multiple sources in one place.</p>	<p><b>Searches in 2024:</b> <b>1308</b></p>
 <p><b>Asset Management</b> Make confident decisions on community assets</p>	<p>A utility data editing and visualization tool that enables community staff to make informed decisions around utility maintenance and replacement.</p>	<p><b>Edits in 2024:</b> <b>507</b></p>
 <p><b>Community Map Viewer</b> Share community data</p>	<p>A public-facing map viewer available to community members to explore, learn, and view information.</p>	<p><b>Views in 2024:</b> <b>1796</b></p>
 <p><b>Local Government Data Model</b> Empowering local government by unifying community data</p>	<p>The standardized GIS database that supports local government business processes.</p>	<p><b>Datasets Utilized:</b> <b>108</b></p>
 <p><b>Public Solutions</b> Tell your community's story</p>	<p>Public-facing solutions available to residents and businesses to promote communication, engagement, and transparency.</p>	<p><b>Published Solutions:</b> <b>15</b></p>

## Your GIS Consortium Membership

The GIS Consortium is founded on the principles of sharing and collaboration, which empower local governments to achieve more together than they can individually. By pooling resources such as licensing, cloud computing, solutions, and joint purchases, communities reduce the risks and costs of GIS Programs. The GIS Consortium’s proven track record of successful, enterprise-wide, and long-term GIS programs highlights the tremendous value of collaborative investment and shared knowledge.

**\$4760**  
Your GISC Annual Shared Cost



**Asset Management**



**Community Portal**

**Cloud Infrastructure**



**myGIS**



**Community Map Viewer**

GIS Consortium  
**Share**

## Flexible Staffing Hours

MGP offers flexibility of staffing with your GISC membership to meet your needs while not sacrificing access to the shared solutions your teams rely on. Membership is associated with two distinct cost structures: shared costs and staffing hours. Staffing hours can be adjusted to meet community needs, while shared costs remain static throughout membership. Your Account Manager can help if you are considering adjusting staffing hours to meet your needs.



**Staffing Hours:** Flexible cost, paid to the service provider based on GIS Analyst hours, that can be adjusted to meet community needs.



**Shared Costs:** Fixed annual cost paid to the GIS Consortium for shared solutions, technology, joint purchases, and licensing.

## GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “**Contract**”) made and entered into this 1st day of January, 2025 (the “**Effective Date**”), by and between the Village of Carol Stream, an Illinois municipal corporation (hereinafter referred to as the “**Municipality**”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “**Consultant**”).

**WHEREAS**, the Municipality is a member of the Geographic Information System Consortium (“**GISC**”);

**WHEREAS**, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “**Services**”) in connection with the Municipality’s geographical information system (“**GIS**”);

**WHEREAS**, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

**WHEREAS**, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

### SECTION 1 SCOPE OF SERVICES

1.1 Statement of Work. This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** (“**Statement of Work**”), which shall become a part of and subject to this Contract.

1.2 Supplemental Statements of Work. Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 Additional Compensation. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

## **SECTION 2 PERFORMANCE OF WORK**

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the “*Municipality Manager*”) in accordance with the terms set forth in this Contract and each relevant Statement of Work.

## **SECTION 3 RELATIONSHIP OF PARTIES**

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers’ compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

## **SECTION 4 PAYMENT TO THE CONSULTANT**

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

## SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for one (1) year (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

## SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

## **SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS**

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors (“*Consultant Personnel*”) that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant’s use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

## **SECTION 8**

### **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and

(d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.



8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

## **SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA**

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

## **SECTION 10 LIMITATION OF LIABILITY**

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE**

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

## SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Applicable Regulations*")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "*Department*") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute (“*Dispute*”). Such good faith negotiations shall commence promptly upon a party’s receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Carol Stream  
500 N Gary Ave  
Carol Stream, IL 60188  
Attention: Marc Talavera  
E-mail: mtalavera@carolstream.org

If to Consultant: Municipal GIS Partners, Incorporated  
701 Lee Street, Suite 1020  
Des Plaines, IL 60016  
Attention: Thomas Thomey  
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

**[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

**VILLAGE OF CAROL STREAM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

**CONSULTANT: MUNICIPAL GIS  
PARTNERS, INCORPORATED**

By: Donna J. Thomey  
Name: Donna Thomey  
Its: Management Support Specialist

By: Thomas A. Thomey  
Name: Thomas A. Thomey  
Its: President



**Attachment 1**

**Statement of Work  
to  
GIS Consortium Service Provider Contract**

(see attached)

**Attachment 2**

**Insurance  
to  
GIS Consortium Service Provider Contract**

(see attached)



## **Attachment 1 - Statement of Work**

To GIS Consortium Service Provider Contract

### **About Municipal GIS Partners (MGP)**

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

### **General Purpose**

The Consultant will perform all or part of the Village of Carol Stream (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

### **Program Staffing**

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

### **Direct Program Hours**

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

### Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

### Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

### **Staffing Allocation**

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

**Agreement Period: January 1, 2025, through December 31, 2025**

**Direct Program Hours: 1,154.00**

**Onsite presence: Average of 10.82 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.**

### Fees and Expenses

The fee for the staffing allocation set forth above is **\$14,027.98** per month. The total contract value for the agreement period is **\$168,335.76**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

### **Included Services**

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

### **Staffing and Program Management**

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

5. ERP and department system GIS integration
6. User training and onboarding
7. Resource management and scheduling

### **Data Management**

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

#### Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

#### Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

#### Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

1. Daily data quality reporting and alerting
2. Mistake proofing databases, processes, and productivity tools
3. Address Verification to identify discrepancies between Municipality ERP and department systems
4. Utility system integrity leveling for completeness, field accuracy and timeliness
5. Formation and support of key data stakeholder teams
6. Data management documentation for Municipality layers

### **Products and Solutions**

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

1. Collaboration with third party vendors and partners
2. Deploying shared solutions for the Municipality
3. Identifying and communicating new solution opportunities
4. Managing existing solutions to agreed service levels
5. Infrastructure monitoring, alerting and mitigation
6. Patching, updating, and securing shared infrastructure
7. Researching and evaluating opportunities for development
8. Resource planning and scheduling
9. Scalability planning and right sizing
10. Technical documentation
11. Testing and quality certification

### Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows
2. **Address Verification:** A product to assess and score community address quality across department systems
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Emergency Management Suite:** A tool to centralize emergency event data collection, monitoring, and communication for better decision-making and resource planning
7. **Local Government Data Model:** A database standard developed for, in partnership with, members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Real-Time Solutions:** A tool to consume and visualize data from real-time sensors and assets
10. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way

### Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



## Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

### Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
  2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
  3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').
- B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
  2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.



- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. 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 Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

# *Village of Carol Stream*

## Interdepartmental Memo

TO: William Holmer, Village Manager  
FROM: Adam Frederick, Assistant Village Engineer  
DATE: October 30, 2024  
RE: Engineering Design Services - Old Gary Avenue Reconstruction Project – Amendment #1 (Culvert Replacement)

Back in August the Board approved a contract with Strand Associates, Inc. to provide design engineering for the Old Gary Avenue Reconstruction Project in the amount of \$169,900.00. This contract assumed that the existing culvert near the north end of the project at Klein Creek would be rehabilitated. Now that engineering is underway and full evaluation of the existing culvert is complete, replacement of the culvert is required. Strand Associates, Inc. provided a supplemental agreement for the additional design engineering related to replacement of the culvert in the amount of \$14,640.00.

Recall that when the Woodspring Suites and LiUNA sites developed, they contributed \$67,185.00 and \$29,347.56 respectively towards the reconstruction of Old Gary Avenue. The Village also has approximately \$941,000.00 of Rebuild Illinois Bond (RIB) funds remaining and all remaining RIB funds are expected to be spent on construction of this project.

Currently \$170,000.00 is budgeted for design engineering in the Capital Projects Fund. The additional funds related to this amendment will be included in the FY 26 Budget as a portion of this expense won't be encumbered until next fiscal year. Staff therefore recommends approving Amendment #1 to the Agreement with Strand Associates, Inc. in the amount of \$14,640.00.

Finally, back when the original contract was considered by the Board, I indicated the contract was in the amount of \$169,900.00 when it was actually \$169,990.00, causing the purchase order to be short by \$90.00. To correct the error, the purchase order will be amended to \$184,630.00 to cover the original contract value along with Amendment #1.

Cc: Bill Cleveland, Director of Engineering Services  
Jon Batek, Finance Director  
James D'Angelo, Engineering Technician

Attachments:  
Amendment No. 1 to the Professional Services Agreement

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Old Gary Avenue Reconstruction Project  
OWNER: Village of Carol Stream  
PROFESSIONAL: Strand Associates, Inc.

Purchase Order #: 462-753  
Account #: 11740000 55486

You are directed to make the following changes to the Professional Services Agreement:

- Description: • Old Gary Avenue Reconstruction – Culvert Replacement
- Purpose of Amendment: • The professional services agreement in place with Strand Associates allocates design resources for the rehabilitation of the culvert at Klein Creek. Now that engineering is underway and full evaluation of the existing culvert is complete, replacement of the culvert is required. This amendment will allocate the resources related to designing for the culvert replacement.
- Attachments: • Exhibit A – Scope of Services and Schedule, Supplement No. 1, Old Gary Avenue Improvements

CHANGE IN AGREEMENT PRICE:		CHANGE IN AGREEMENT TIME:	
Original Agreement Price:	\$169,990.00	Original Agreement Time:	July 1, 2025
Previous Amendments:	\$0.00	Change from previous Amendments:	
Current Agreement Price:	\$169,990.00	Current Agreement Completion Date:	July 1, 2025
Net increase (decrease) of this Amendment:	\$14,640.00	Net increase (decrease) of this Amendment:	
Agreement Price with this Amendment:	\$184,630.00	Agreement Completion Date w Amendment:	July 1, 2025

RECOMMENDED:  
Engineering Services Dept.

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

  
Adam Frederick  
Acting Village Engineer

APPROVED:  
Village of Carol Stream

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

William Holmer  
Village Manager

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

ACCEPTED:

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

  
Joseph M. Bunker

Corporate Secretary

Title



**EXHIBIT A—SCOPE OF SERVICES AND SCHEDULE  
SUPPLEMENT NO. 1  
OLD GARY AVENUE IMPROVEMENTS**

**CONSULTANT:** Strand Associates, Inc.® (Consultant)  
**ROUTE:** Old Gary Avenue  
**FUNDING TYPE:** Rebuild Illinois Bond Grant, Motor Fuel Tax, and Local  
**COUNTY:** DuPage  
**LOCAL AGENCY:** Village of Carol Stream, Illinois (Village)

**Description of Changes**

In the **PROFESSIONAL SERVICES AGREEMENT, I. GENERAL TERMS & CONDITIONS**, under Item No. 2, In Item No. **2.1 COMPENSATION**, CHANGE \$169,990 to “\$184,630.”

In **EXHIBIT A—SCOPE OF SERVICES AND SCHEDULE**, under **Scope of Services**,

Geotechnical Engineering, ADD the following:

- “3. One core of the existing culvert top slab at the Klein Creek Tributary No. 3 will be performed by SEECO in accordance with its scope of services.”

Existing Structure Review,

Item No. 2, DELETE the second sentence.

ADD the following:

- “3. Develop an AASHTOWare load rating of the existing culvert using top slab core and available existing data to review the load posting for the existing culvert.”

Drainage Design, ADD the following:

- “3. Develop an HY-8 hydraulic model of the existing and proposed culverts in accordance with County stormwater permitting requirements for the 2-year, 10-year, 15-year, and 100-year storm events.”

Drawing Development, Item No. 1, in the table, REPLACE the Structural Repair Details line item in its entirety with the following:

Structural Details	3
--------------------	---

Under **Service Elements Not Included**, DELETE Item No. 9 in its entirety:

REPLACE Pages 5 through 8 of **Exhibit A** with the attached sheets.

Client: Village of Carol Stream, IL Project: Old Gary Avenue Improvements Job No.: 1636.007 Date: 3-Oct-2024								BUDGET TOTALS			
Task	TOTAL HOURS	PRINCIPAL	PROJ. MANAGER	PROJ. ENGINEER	STRUCT. ENGINEER	TECH.	CLERICAL	Hours	Expense Cost	Labor Cost	Line Cost
<b>Administration</b>											
1	Develop monthly invoices and progress reports	14	1.00	6.00			7.00	14.00	\$158.40	\$2,180.48	\$2,338.88
2	Track project schedule and budget	14	1.00	13.00				14.00	\$123.20	\$2,525.71	\$2,648.91
<b>Data Collection</b>											
1	Submit JULIE and obtain utility aliases	5		1.00	4.00			5.00	\$70.40	\$725.23	\$795.63
2	Obtain existing roadway and structure drawings	2			2.00			2.00	\$35.20	\$276.64	\$311.84
3	Obtain accident data	2			2.00			2.00	\$35.20	\$276.64	\$311.84
4	Develop mailing list of affected parties	6		2.00	4.00			6.00	\$70.40	\$907.19	\$977.59
5	Obtain existing maintenance and flooding records	2			2.00			2.00	\$35.20	\$276.64	\$311.84
6	Identify design criteria	5	1.00		4.00			5.00	\$70.40	\$843.51	\$913.91
<b>Survey</b>											
1/2	CWA Scope of Services	0							\$16,753.00		\$16,753.00
3	Communicate with CWA	8		4.00	4.00			8.00	\$88.00	\$1,241.11	\$1,329.11
<b>Geotechnical Engineering</b>											
1	SEECO Scope of Services	0							\$16,280.00		\$16,280.00
2	Communicate with SEECO	8		4.00	4.00			8.00	\$88.00	\$1,241.11	\$1,329.11
<b>Environmental Survey, Wetlands, and Permitting</b>											
1	Prepare ESR and attachments and submit	10		2.00	8.00			10.00	\$123.20	\$1,450.46	\$1,573.66
2/3	Perform wetland delineation and boundary verification (RES)	0							\$5,060.00		\$5,060.00
4	Communicate with RES	8		4.00	4.00			8.00	\$88.00	\$1,241.11	\$1,329.11
5	Perform wetland impact evaluation and submit	6		2.00	4.00			6.00	\$70.40	\$907.19	\$977.59
6	Communicate with wetland banks and assist in acquiring wetland credits	9	1.00	4.00	4.00			9.00	\$105.60	\$1,531.34	\$1,636.94
7	Prepare joint permit application and submit	15	1.00	2.00	12.00			15.00	\$193.60	\$2,293.97	\$2,487.57
8	Prepare County stormwater management certification application and submit	21	1.00	4.00	16.00			21.00	\$264.00	\$3,191.15	\$3,455.15
9	Prepare and submit a SWPPP and NOI	10		2.00	8.00			10.00	\$123.20	\$1,450.46	\$1,573.66
<b>Public and Private Communication</b>											
1	Communicate with Village and IDOT	18	2.00	8.00	8.00			18.00	\$193.60	\$3,062.69	\$3,256.29
2	Prepare and submit project initiation letters	8		2.00	4.00		2.00	8.00	\$105.60	\$1,142.47	\$1,248.07
3	Assist Village in communicating with affected parties	8		4.00	4.00			8.00	\$88.00	\$1,241.11	\$1,329.11
4	Prepare and submit drawings to utility companies for review and communicate necessary utility relocations	8		2.00	6.00			8.00	\$105.60	\$1,173.82	\$1,279.42
<b>Existing Structure Review</b>											
1	Conduct a field visit to review structure condition	10		2.00	2.00	6.00		10.00	\$183.63	\$1,522.56	\$1,706.19
2	Prepare and submit brief memo summarizing structure review	18		2.00	4.00	8.00	2.00	16.00	\$211.20	\$2,345.15	\$2,556.35
3	Develop a load rating of existing culvert using AASHTOWare	20		2.00	12.00	6.00		20.00	\$264.00	\$2,905.74	\$3,169.74
<b>Drainage Design</b>											
1	Design closed drainage system	21	1.00	4.00	16.00			21.00	\$264.00	\$3,191.15	\$3,455.15
2	Review up to two best management practices	8		2.00	6.00			8.00	\$105.60	\$1,173.82	\$1,279.42
3	Develop an HY-8 Model for the proposed culvert	18		2.00	12.00		2.00	16.00	\$211.20	\$2,217.17	\$2,428.37
<b>Roadway Design</b>											
1	Evaluate up to 2 roadway geometric alternatives	17	1.00	4.00	8.00		4.00	17.00	\$228.80	\$2,511.49	\$2,740.29
2	Provide clear zone analysis	4		1.00	3.00			4.00	\$52.80	\$586.91	\$639.71
3	Review potential land acquisition needs	4		1.00	3.00			4.00	\$52.80	\$586.91	\$639.71
4	Perform pavement design following BLRS procedures	4			4.00			4.00	\$52.80	\$553.27	\$606.07
5	Design up to 450 feet of multi-use path	10			8.00		2.00	10.00	\$140.80	\$1,319.98	\$1,460.78
6	Design up to 1,500 feet of roadway reconstruction and widening	22		2.00	16.00		4.00	22.00	\$299.20	\$2,983.88	\$3,283.08
7	Design vertical profile for roadway	10		2.00	6.00		2.00	10.00	\$140.80	\$1,387.26	\$1,528.06
8	Design up to 3 curb ramps for multi-use path.	12			10.00		2.00	12.00	\$176.00	\$1,596.61	\$1,772.61





Construction Monitoring &  
Observations

Construction Materials Testing

Tunnels and Underground Openings

Geotechnical Engineering &  
Evaluation

Subsurface Explorations

Foundation Analysis & Design

Structural Rehabilitation  
Condition Surveys

Dams and Drainage Studies

## **SEECO Consultants Inc.**

CONSULTING ENGINEERS

September 17, 2024

Mr. Alex Schwarz, P.E.  
Strand Assoc  
1170 Houbolt Road  
Joliet, IL

### **REVISED PROPOSAL AND CONTRACT**

Soil Borings, Laboratory Testing and Geotechnical  
Engineering and Analysis for Proposed Improvements  
to Old Gary Avenue, Carol Stream, IL

Dear Mr. Schwarz,

Pursuant to your request, SEECO Consultants, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information and have visited the site. The proposal has been based upon your criteria.

The scope of work SEECO is prepared to undertake is as follows:

- SEECO proposes to perform 4 soil borings in the areas proposed for improvements. In an effort to investigate the stability of the existing soils for constructability purposes, soil borings are proposed to be performed. The borings are anticipated to be advanced utilizing hollow stem augers. Standard Penetration split spoon samples will be obtained at one (1) foot intervals to 5 feet below existing grade. It is assumed that all boreholes will be accessible to a truck mounted drill rig. Locations will be subject to accessibility. Locations will be in general accordance with a site drawing provided. The borings will be advanced to 5 feet below the existing grade.
- Additionally, 2 soil borings will be performed to depths of up to 30 feet for the proposed box culvert replacement. A pavement/concrete core from the top of the box culvert will be obtained in order to determine the thickness of the top of the existing box culvert. The core hole will be patched but we cannot guarantee the integrity of the patch.
- Representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form.

For CCDD Certification services, based upon preliminary due diligence, four (4) discrete samples will be chemically analyzed by an Environmental Laboratory for the following parameters: pH, VOCs, SVOCs, and Total 8 RCRA Metals. If chemical analysis results indicate no contamination above MAC Table objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. Note: Above scenarios assume that materials are not from locations listed or adjacent to sites with known, or high potential for, soil contaminant issues. Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely

(708) 429-1666 • 7350 Duvan Drive • Tinley Park, IL 60477 FAX: (708) 429-1689

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

**REVISED PROPOSAL AND CONTRACT**

Soil Borings, Laboratory Testing and Geotechnical Engineering and Analysis for the Proposed Improvements to Old Gary Avenue, Carol Stream, IL

September 17, 2024

Page 2

clean of contaminants per IEPA standards. Preparation of LPC 663 Forms and performance of environmental chemical analysis is no guarantee that material will be

accepted by landfills or CCDD facilities. Landfill acceptance chemical testing is not included.

- The resulting geotechnical soil samples will be returned to SEECO's laboratory for further testing and analysis. Visual classification, moisture content, and unconfined compressive strength will be performed on all samples. pH will be determined on one sample per boring.
- Upon completion of the field and laboratory tasks, a geotechnical report will be prepared under the direction of Mr. Collin W. Gray, S.E., P.E., a Structural/Professional Engineer licensed in Illinois with over 50 years of direct applicable experience. The report will encompass encountered and anticipated subsurface conditions, groundwater levels and general construction considerations. Included will be detailed lithologic boring logs, boring location sketch, pavement recommendations, box culvert foundation recommendations, and other pertinent geotechnical data.

The estimated costs for these services are \$14,800.00. Invoicing terms are net due 30 days from date of invoice. Additional drilling and sampling, if required will be charged at negotiated costs. Approval will be obtained prior to initiating additional work, if any.

We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth. Assumes all drilling locations will be accessible to a truck mounted drill rig.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

APPROVED:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Please sign one copy and return it to our office and retain one copy for your files.

DCC:lf Attachment

Respectfully submitted,  
SEECO Consultants, Inc.

  
Donald C. Cassier  
Director of Field Services

  
Collin W. Gray, S.E., P.E.  
President



*Village of Carol Stream*  
Interdepartmental Memo

TO: William Holmer, Village Manager  
FROM: Gregory R. Ulreich, Civil/Stormwater Engineer GRU  
DATE: October 29, 2024  
RE: Klein Creek Streambank Stabilization – Section III Project  
Change Order No. 06 – Asphalt Paths

As construction began wrapping up in late spring, but prior to landscape restoration, Greg Ulreich walked the project site with Shane Hamilton, Director of Parks & Facilities, and Randy Anderson, Parks Manager, from the Carol Stream Park District. During that meeting we identified a couple of opportunities to improve the path system within Armstrong Park where the contractor's (V3) operations had already disturbed the areas.

The first location is where V3 installed their haul road to the sled hill (across from the well house)(see Photo 1). V3 had created an earthen ramp across the ditch and added a culvert to maintain drainage (see Photo 3). It was agreed that this had now improved access to the sled hill through the tree line for residents from the east. Rather than remove this ramp at the completion of their activities, V3 could add an aggregate base and pave approximately 100 feet (1,367 ft<sup>2</sup>) from the existing path to the edge of the tree line (see Photo 4). The cost to construct a similar ramp is estimated at approximately \$7,000 in earthwork.

The second location is along the south side of the Illini Drive parking lot where V3 used the turf area to stockpile their imported topsoil (see Photo 7). It was noted that pedestrians had to cross the parking lot to get between Illini Drive and the existing path along Klein Creek. It was also noted that the Park District would be dedicating right-of-way between 381 & 401 Illini Drive, and that the Village would likely install a sidewalk extension from Illini Drive within said right-of-way in the future. Therefore, a new path (see Photo 2) that goes around the parking lot could both provide a safer route and also pass by the newly created wetland (see Photo 10) where educational signs (IEPA 319h grant requirement) could be installed. Paving before their staging area was restored saved approximately \$3,000 on earthwork costs. All of the soil removed was then used to create a landscape berm along the tree line, which saved approximately \$1,000 in additional trucking costs. Paving from the existing path (see Photo 8) to the entrance drive (see Photo 9) added approximately 500 feet (4,634 ft<sup>2</sup>) of path.

In addition to the above, a modification was made to the intersection between the new path over the Mitchell Lakes outfall (see Photo 5) and the existing north-south path in Armstrong Park. The modification was an additional "leg" that was added to improve the connection with traffic to the north and thus avoid pedestrians and cyclists from short-cutting through the new turf area and creating a dirt path (see Photo 6).

Although these pathway additions are relatively small in scope, they significantly increased the original contract quantity from 1,400 ft<sup>2</sup> to 8,306 ft<sup>2</sup> and thus the original contract unit price (\$12/ft<sup>2</sup>) is no longer fair or reasonable to the Village. Therefore, V3 agreed to revise the contract line item to a lump sum based on the actual work performed, as detailed in their letter dated 07/08/2024 and verified by Engineering Service's inspections. The lump sum amount equates to a revised unit cost of \$8/ft<sup>2</sup>, which is fair and reasonable.

Staff also arranged for the asphalt patching of the existing path at two locations: the northwest corner of Mitchell Lakes (see Photo 13 and Photo 14) and just west of the well pump house (see Photo 11 and Photo 12). Both locations were along their haul route to the staging area as defined by the contract and could not be avoided. Protecting this path from construction traffic would have required the complete closing of these two paths for multiple months, which was not feasible based on the amount of pedestrian traffic. Finally, this arrangement also gave staff the flexibility to slightly expand the limits of patching to improve the overall final product.

Lastly, after clearing the woody growth along the west edge of the library's parking lot, Village and library staff agreed that there were concerns that vehicles may no longer be stopped from rolling into the creek if they accidentally hopped the curb (see Photo 15). Staff purchased concrete wheel stops and V3 installed them at a cost of \$1,740.00, which is included in the total lump sum amount (see Photo 16).

The contract's substantial completion date remains unchanged. The FY25 Five-Year Capital Improvement Program budgeted \$2,814,000 for construction. When including the subject change order, the total contract amount to date would be \$2,589,318.25 (8% under budget). Therefore, staff recommends amending Purchase Order No. 462-695 with V3 Construction Group in the total lump sum amount of \$67,361.75.

cc: Bill Cleveland, Engineering Services Director  
Brad Fink, Public Works Director (via email)  
Jon Batek, Finance Director (via email)

Attachments

1. Photo Log
2. Change Order Form No. 06

**PHOTO LOG**



*Photo 1 - Approximate route of path extension to the new sled hill across from the well house.*



*Photo 2 - Approximate route of path extension around the parking lot to the Illini Drive entrance.*





*Photo 3 – Looking east after stone was added to the haul route used to construct the sled hill (06.07.2024)*



*Photo 4 - Looking east (towards the well house) at the path extension to the sled hill (06.13.24)*



*Photo 5 - Looking northwest at the aggregate base being added over the Mitchell Lakes outfall (06/03/24)*



*Photo 6 - Looking southeast at the new path over the Mitchell Lakes outfall (06/13/24)*



*Photo 7 - Looking south at the area used by U3 to stage their topsoil stockpile (05/20/24)*





Photo 8 – Looking southeast where the path extension around the parking lot meets the existing path (06/19/2024)



Photo 9 – Looking south where the path extension ends at the entrance off of Illini Drive (06/13/2024)



Photo 10 – Panoramic looking east at the created wetland from the path extension to Illini Drive (06/18/24)



*Photo 11 - Looking south at the haul route in front of the pump well house (03/07/24)*



*Photo 12 - Looking south at the path repair in front of the well pump house (06/13/24)*





*Photo 13 – Looking west at the damaged path near the northwest corner of Mitchell Lakes (04 12 2024)*



*Photo 14 - Looking west at the repaired path near the northwest corner of Mitchell Lakes (08 07 24)*





*Photo 15 – Looking south at the curb along the western edge of the library parking lot after re-grading (04/09/2024)*



*Photo 16 - Looking south at the new wheel stops along along the western edge of the library parking lot (06/25/24)*

**CHANGE ORDER NO. 06**

PROJECT: Klein Creek Streambank Stabilization – Section III  
OWNER: Village of Carol Stream  
CONTRACTOR: V3 Construction Group, Ltd.

Purchase Order #: 462-695  
Account #: 1174000-55488

You are directed to make the following changes in the Contract Documents:

- Description: Hot-Mix Asphalt Path, 8' Wide
- Repair ~645 S.F. near well pump house.
  - Install ~1,367 S.F. extension to sled hill.
  - Repair ~331 S.F. at northwest corner of Mitchell Lakes.
  - Install ~2,305 S.F. extension across Mitchell Lakes outfall.
  - Install ~4,634 S.F. extension along south side of Illini Drive parking lot.
- Purpose of Change Order:
- To install additional asphalt paths prior to landscape restoration.
  - To install wheel stops purchased by the Village at the library parking lot.
- Attachments:
- Proposal from V3 Construction Group dated 07/08/2024.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	\$2,455,000.00	Original Contract Time:	July 3, 2024
Previous Change Orders:	\$66,956.50	Change from previous Change Orders:	NONE
Current Contract Price:	\$2,521,956.50	Current Contract Completion Date:	July 3, 2024
Net increase/(decrease) of this Change Order:	\$67,361.75	Net increase/(decrease) of this Change Order:	NONE
Contract Price with this Change Order:	\$2,589,318.25	Contract Completion Date after this Change Order:	July 3, 2024

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the change is germane to the original contract as signed, and is in the best interest of the Village.

RECOMMENDED:  
Engineering Services Dept.

Signed: William Cleveland  
William Cleveland  
Director of Engineering Services

APPROVED:  
Village of Carol Stream

Signed: \_\_\_\_\_  
William Holmer  
Village Manager

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

ACCEPTED:  
V3 Construction Group Ltd.

Signed: Keth Butkus  
Name: KETH BUTKUS  
Title: SR PM / VP



July 8, 2024

Mr. Gregory Ulreich, P.E., CFM  
Village of Carol Stream  
Civil/Stormwater Engineer  
500 N. Gary Ave  
Carol Stream, IL 60188

**Re: Klein Creek Streambank Stabilization – Section III  
Path Installation/Repair**

Dear Greg:

The following is a summary of the work involved in constructing new and repairing existing paths for the project:

5/30 to 6/6/24 Install Agg Base Course – Mitchel Lake & Sled Hill Paths

- Foreman w/ Truck 4 Hrs @ \$150.00/Hr = \$600.00
- Skid Steer w/ Operator 4 Hrs @ \$250.00/Hr = \$1,000.00
- Loader w/ Operator 4 Hrs @ \$250.00/Hr = \$1,000.00
- Laborers 8 Hrs @ \$110.00/Hr = \$880.00
- Six Wheeler 4 Hrs @ \$145.00/Hr = \$580.00
- CA-6 126 Ton @ \$21.75/Ton = \$2,740.50

6/6/24 Excavate for South Trail

- Foreman w/ Truck 10 Hrs @ \$150.00/Hr = \$1,500.00
- Excavator w/ Operator 10 Hrs @ \$250.00/Hr = \$2,500.00
- Laborers 20 Hrs @ \$110.00/Hr = \$2,200.00
- Six Wheeler 5 Hrs @ \$145.00/Hr = \$725.00
- 

6/7/24 Install Agg Base Course – South Trail

- Foreman w/ Truck 8 Hrs @ \$150.00/Hr = \$1,200.00
- Paver w/ Operator 8 Hrs @ \$250.00/Hr = \$2,000.00
- Loader w/ Operator 4 Hrs @ \$250.00/Hr = \$1,000.00
- Roller w/ Operator 4 Hrs @ \$250.00/Hr = \$1,000.00
- Laborers 24 Hrs @ \$110.00/Hr = \$2,640.00
- Six Wheelers 8 Hrs @ \$145.00/Hr = \$1,160.00
- CA-6 135 Ton @ \$21.75/Ton = \$2,936.25



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The vision  
vertere  
to transform  
virtute  
with excellence

- 6/13/24      Install Asphalt Surface Course/Patch Existing Paths
  - o Matthew Paving                      1 LS @ \$36,000.00 = \$36,000.00
  - o V3 Mark-Up                              1 LS @ \$3,600.00 = \$3,600.00
  
- 6/25/24      Install Curb Stops at Library Parking Lot
  - o Skid Steer w/ Operator              3 Hrs @ \$250.00/Hr = \$750.00
  - o Laborers                                 9 Hrs @ \$110.00/Hr = \$990.00

**TOTAL LUMP SUM INCREASE.....\$67,361.75**

Should you have any question and/or concerns, feel free to call me at any time.

Sincerely,

V3 Construction Group

**Keith C. Butkus, P.E.**

Senior Project Manager

Standard Form of Agreement Between  
Contractor and Subcontractor

AGREEMENT made as of **June 12, 2024**

BETWEEN **V3 Construction Group, Ltd.** (Contractor) and the Subcontractor:

Name: **Matthew Paving Inc**

Address: 5505 W 109<sup>th</sup> Street, Oak Lawn, IL 60453

Contact: Ed Bulow

Phone: 708-829-1792

For the following Project:

Name: **Klein Creek III**

Location: Carol Stream, IL

V3 Project Number: CG23009

The Contractor has made a contract for construction with:

Owner: Village of Carol Stream

Address: 500 N. Gary Ave, Carol Stream, IL 60188

Dated: 4/19/2023

The Contract between the Owner and Contractor is hereinafter referred to as the Prime Contract and provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project.

The Architect/Engineer for the Project is:

Name: Engineering Resource Associates

Address: 3S701 West Ave, Warrenville, IL 60555

The Contractor and Subcontractor agree as follows:

THE SUBCONTRACT DOCUMENTS include this agreement and the following supporting documents:

1. The Standard Form of Agreement **Terms & Conditions** dated April 30, 2002 – (Attached as Appendix A)
2. Insurance Requirements (Attached as appendix B)
3. V3 Construction Group Subcontractor Safety Requirements (Attached as Appendix C)

In addition, the SUBCONTRACT DOCUMENTS include the following additional supporting documents:

*(Only the documents that are checked are considered part of the Subcontract Documents)*

4.  None
5.  Detailed list of Quantities and Unit Prices (Attached as Appendix E)
6.  Detailed list of Contract Drawings (Attached as Appendix F)
7.  Construction Schedule (Attached as Appendix G)
8. Contract Documents/Special Provisions (incorporated by reference, not attached)
9. The Prime Contract Documents between the Owner and Contractor consisting of:
  - a.  **Prime Contract** (compensation amounts excluded) *(not attached)*
  - b.  **General Terms and Conditions** (AIA 201 Document without modification) *(not attached)*
  - c.  **Modifications** to the contract *(attached)*
  - d.  **Supplementary Conditions** *(attached)*

These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

Initials:



Date:

06/12/2024



Standard Form of Agreement Between Contractor and Subcontractor

---

THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be responsibility of others.

*General Description of Subcontractor Work:*

***Remove and Dispose +/- 260 SY existing Asphalt Path***

***Furnish & Install 3" of K-5 Private Surface Course***

- +/- 226.7 SY @ Lakesdie Path
- +/- 99.2 SY @ Sled Hill Path
- +/- 495.8 SY @ South Path
- +/- 260 SY Existing Path Patches (2)

*Subcontractor specifically excludes the following work from the contract:*

*Accepted Alternates:*

**Subcontractor must comply with the Illinois Prevailing Wage Act 820 ILCS 130, DuPage County.**

**Subcontractor must provide Certified Payroll in forms acceptable to Owner for all work performed.**

**Subcontractor must comply with Illinois statute 70 ILCS 2605/11.15 by not employing persons unless he/she is a citizen of the United States, a national of the United States under Section 1401 of Title 8 of the United States Code, an alien lawfully admitted for permanent residence under Section 1101 of Title 8 of the United States Code, an individual who has been granted asylum under Section 1158 of Title 8 of the United States Code, or an individual who is otherwise legally authorized to work in the United States.**

---

COMPENSATION

The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Lump Sum Amount of **Thirty Six Thousand & 00/100 (\$36,000.00)** subject to additions and deductions as provided in the Subcontract Documents.

The Subcontract Sum includes the alternates listed above. At a future date, the Owner may decide to include the following additional alternates that would increase or decrease the Subcontract Sum:

**None.**

The Contractor may add or deduct additional work to the contract. The Unit Prices to cover the cost of this work are listed **ABOVE**

---

COMMENCEMENT DATE

With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract. The date of Commencement for the Prime Contract was **February 1, 2024**. The Subcontractor's date of commencement is scheduled to be approximately **June 13, 2024**. The Subcontractor will receive a Notice to Proceed (written or oral) that will fix the Subcontractor's date of commencement.

---

COMPLETION DATE & LIQUIDATED DAMAGES

The Subcontractor's date of Substantial Completion is **June 18, 2024** and is subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.

The Subcontractor **will not** have liquidated damages applied for failure to complete their work on time or meeting the other specified requirements.

Initials:

Date: 06/12/2024

Standard Form of Agreement Between Contractor and Subcontractor

No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor in accordance with Paragraph 5.0 of the General Terms and Conditions.

**BONDS**

The Subcontractor is required to provide Payment & Performance Bonds.

*Bond Amount:* 0% of the contract value

*Other Requirements:* N/A

**PAYMENT**

This Subcontract is considered a Pay If Paid contract. The Parties expressly acknowledge and agree that payment to the Subcontractor is dependent, as a condition precedent, upon the Contractor receiving full and complete payments on behalf of Subcontractor from the Owner. Prior to the issuance of any payments by the Contractor to the Subcontractor, the Subcontractor shall furnish to the Contractor receipts, waivers of claim and other evidence showing the Subcontractor's payments for materials, labor and other expense incurred in the Subcontractor's work hereunder. In the event that the Contractor fails to receive payment from the Owner, then the Contractor shall not be obligated to pay the Subcontractor. However, the Subcontractor will receive payment for services within five days upon receiving payment from the Owner provided that the obligations in the General Terms and Conditions have been met.

In order to be included on the Contractor's monthly progress payment, the subcontractor must submit their application for payment no later than the 25<sup>th</sup> day of the month. The Application for Payment should be completed on AIA 702 703 forms.

**RETAINAGE**

Retainage for the project will be 0% and will be subject to reductions as defined in the Special Provisions.

**TEMPORARY FACILITIES AND WORKING CONDITIONS**

The Contractor is not obligated to furnish and make available to the Subcontractor any temporary facilities, equipment, services and/or working conditions unless specifically stated below:

*Temporary Facilities:* N/A

*Specific working conditions:* N/A

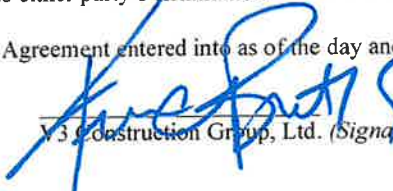
**WARRANTIES**

The Subcontractor shall provide warranties for their portion of the work as required in the Prime Contract.

**CLAIMS**

The Contractor and Subcontractor waive claims against each other for consequential damages (*excluding the liquidated damages provisions listed above*), arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with the General Terms and Conditions.

This Agreement entered into as of the day and year first written above.

  
V3 Construction Group, Ltd. (Signature)

Keith C. Butkus – Sr. Project Manager/VP  
(Printed name and title)


6/12/24  
(Date)

  
Matthew Paving, Inc. (Signature)

Michael Raisutis - President  
(Printed name and title)

06/12/2024  
(Date)

The EFFECTIVE DATE of the contract is the date of Signature by the Contractor.

Initials:   
Date: 06/12/2024

*Village of Carol Stream*  
Interdepartmental Memo

TO: William Holmer, Village Manager  
FROM: Gregory R. Ulreich, Civil/Stormwater Engineer GRU  
DATE: October 29, 2024  
RE: Klein Creek Streambank Stabilization – Section III Project  
Change Order No. 07 – Split Rail Fence

Upon completing the construction of the retaining walls and limestone outcroppings, two small areas with a potential fall hazard were identified. They are both on Carol Stream Park District property and so the safety feature will be owned and maintained by the Park District. Staff coordinated with the Park District to choose a split rail fence that will match similar locations previously installed by the Park District.

The first location is where the path crosses the existing Mitchell Lakes outfall. The path was reconstructed about 18-inches higher to reduce the frequency that it would be overtopped during flood events. Centering the new path over the existing outfall would likely have required a fall protection barrier on both sides, so the path was shifted towards the downstream end to allow for a gentler slope on the upstream end. A split rail fence will serve as the fall protection barrier between the path and the limestone outcropping. The area under the fence was filled with rounded gravel and cobble to minimize future maintenance.

The second location was at the southeast corner of Armstrong Park and just upstream of Illini Drive. The retaining wall could not be constructed as close to the existing power pole as was originally designed. The original design also called for a safety fence to follow the retaining wall, but this would have isolated a small area (about 32 feet by 20 feet) from the rest of Armstrong Park. Due to the unique view and proximity to the rock riffle, the Park District agreed to maintain this area separately from the native vegetation. A split rail fence would provide the necessary fall protection barrier for whatever the Park District chooses to do with the area in the future.

The contract's substantial completion date remains unchanged. The FY25 Five-Year Capital Improvement Program budgeted \$2,814,000 for construction. When including the subject change order, the total contract amount to date would be \$2,595,068.25 (5% under budget). Therefore, staff recommends amending Purchase Order No. 462-695 with V3 Construction Group in the total lump sum amount of \$5,750.00.

cc: Bill Cleveland, Engineering Services Director  
Brad Fink, Public Works Director (via email)  
Jon Batek, Finance Director (via email)

Attachments

1. Photo Log
2. Change Order Form No. 07



**PHOTO LOG**



*Photo 1 - Mitchell Lakes Outfall*



*Photo 2 - Southeast Corner of Armstrong Park*

**CHANGE ORDER NO. 07**

PROJECT: Klein Creek Streambank Stabilization – Section III  
OWNER: Village of Carol Stream  
CONTRACTOR: V3 Construction Group, Ltd.

Purchase Order #: 462-695  
Account #: 1174000-55488

You are directed to make the following changes in the Contract Documents:

- Description: Split Rail Fence
- Install 50 L.F. between path and Mitchell Lakes outfall (south side).
  - Install 32 L.F. along the north end of Retaining Wall A.
- Purpose of Change Order:
- To provide a physical barrier between the multi-use path and the downstream end of the Mitchell Lakes outfall.
  - To provide a physical barrier along the retaining wall.
- Attachments:
- Proposal from V3 Construction Group dated 6/11/24.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	\$2,455,000.00	Original Contract Time:	July 3, 2024
Previous Change Orders:	\$134,318.25	Change from previous Change Orders:	NONE
Current Contract Price:	\$2,589,318.25	Current Contract Completion Date:	July 3, 2024
Net increase/(decrease) of this Change Order:	\$5,750.00	Net increase/(decrease) of this Change Order:	NONE
Contract Price with this Change Order:	\$2,595,068.25	Contract Completion Date after this Change Order:	July 3, 2024

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the change is germane to the original contract as signed, and is in the best interest of the Village.

RECOMMENDED:  
Engineering Services Dept.

Signed: William Cleveland  
William Cleveland  
Director of Engineering Services

APPROVED:  
Village of Carol Stream

Signed: \_\_\_\_\_  
William Holmer  
Village Manager

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

ACCEPTED:  
V3 Construction Group, Ltd.

Signed: Keith Szymus  
Name: KEITH SZYMUS  
Title: SRAM/VP



June 11, 2024

Mr. Gregory Ulreich, P.E., CFM  
Village of Carol Stream  
Civil/Stormwater Engineer  
500 N. Gary Ave  
Carol Stream, IL 60188

**Re: Klein Creek Streambank Stabilization – Section III  
Split Rail Fence**

Dear Greg:

Per your request, we propose the following:

- Install approximately 50 LF of 2 rail Western Red Cedar Split Rail Fence at the outfall of Mitchel Lakes
- Install approximately 32 LF of 2 rail Western Red Cedar Split Rail Fence at Retaining Wall A

Pricing for this proposed work shall be as follows:

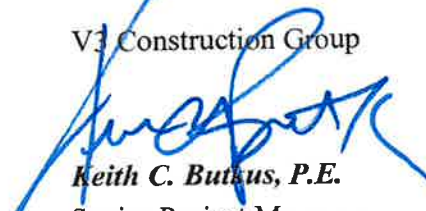
- Action Fence.....\$5,212.00
- V3 CG Mark Up.....\$538.00
- SUM.....\$5,750.00

**TOTAL LUMP SUM INCREASE.....\$5,750.00**

Should you have any question and/or concerns, feel free to call me at any time.

Sincerely,

V3 Construction Group



**Keith C. Butkus, P.E.**  
Senior Project Manager



**ACTION FENCE CONTRACTORS, INC.**

945 TOWER ROAD  
MUNDELEIN, ILLINOIS 60060-3811

Phone (847) 949-6690  
Fax (847) 949-6499  
www.actionfence.com

Date June 11, 2024

**PROPOSAL**

Name: **V3 Companies**  
7325 Janes Ave.  
Woodridge, IL 60517  
Attn: Keith Butkus

Ship to: **Klein Creek Section III**  
Split rail fence at end  
of wall vs. Composite Fence

We propose, subject to acceptance, to furnish and install:

32 ft. of 2 rail high Westn Red Cedar split rail fence using 10 ft. rail cut to fit 8 ft. centers and 5 - 2-hole posts tamped into the ground with spoils from other post hole excavation on site. Includes 2 - end posts, 1 - corner post, and 2 - line posts....

Total cost complete... \$2,542.00

RECOMMENDED BY: **Mark Havemann**  
Cell: 847-977-8612  
mhavemann@actionfence.com

PURCHASER:

ACCEPTED: ACTION FENCE CONTRACTORS, INC.

BY \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Make Remittances Payable to Action Fence Contractors, Inc.*

This contract is subject to terms, covenants, and conditions on the reverse side hereof, and is not binding upon Action Fence Contractors, until accepted.



**ACTION FENCE CONTRACTORS, INC.**

945 TOWER ROAD  
MUNDELEIN, ILLINOIS 60060-3811

Phone (847) 949-6690  
Fax (847) 949-6499  
www.actionfence.com

Date June 5, 2024

**PROPOSAL**

Name: **V3 Companies**  
7325 Janes Ave.  
Woodridge, IL 60517  
Attn: Keith Butkus

Ship to: **Klein Creek Section III**  
Split rail fence

---

We propose, subject to acceptance, to furnish and install:

50 ft. of 2 rail high Western Red Cedar split rail fence using 10 ft. rails and 2-hole posts tamped into the ground with the spoils from the holes....

Total cost complete with other work on site...\$2,670.00

RECOMMENDED BY: **Mark Havemann**  
Cell: 847-977-8612  
mhavemann@actionfence.com

PURCHASER:

ACCEPTED: **ACTION FENCE CONTRACTORS, INC.**

BY \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Make Remittances Payable to Action Fence Contractors, Inc.*

This contract is subject to terms, covenants, and conditions on the reverse side hereof, and is not binding upon Action Fence Contractors, until accepted.



## Village of Carol Stream Interdepartmental Memo

TO: William Holmer, Village Manager  
FROM: Gregory R. Ulreich, Civil/Stormwater Engineer *GRU*  
DATE: October 30, 2024  
RE: Klein Creek Streambank Stabilization – Section III Project  
Change Order No. 08 – Final Quantity Adjustment

The project was considered substantially completed in June 2024. A survey of as-built conditions were used to supplement field measurements to determine the final quantities.

### 2.4B TREE REMOVAL (OVER 15 UNITS DIAMETER):

Reduction thanks to ComEd removing trees when they relocated their overhead power lines ahead of the project.

### 2.7 FENCE, REMOVAL

### 2.19B FENCE, 5'

Revised both due to the modifications made to the retaining walls (A & B) near Illini Drive.

### 2.9 HOT-MIX ASPHALT PATH, 8' WIDE:

Replaced with a lump sum item under Change Order No. 06.

### 2.18B TOPSOIL FURNISH AND PLACE

### 2.18C COMPOST FURNISH AND PLACE

Replaced all compost quantity with topsoil due to the lower price for topsoil.

### 2.19A PRECAST MODULAR RETAINING WALL

The retaining wall behind the Hiawatha properties (Wall A) was slightly increased while working around the existing power pole. The wall adjacent to 352 Illini (Wall B) was reduced in height based on negotiations with the property owner. The wall adjacent to the library (Wall C) was increased in height to minimize the slope of the streambank in front of said wall.

### 2.30 SEED & BLANKET – SEDGE WET/MEADOW MIX

Lower water levels in Mitchell Lakes increased the area requiring planting vegetation.

### 2.32 SEED & BLANKET – ECONOMY PRAIRIE MIX

Excess earthwork allowed for flatter slopes on the back side of the sled hill. This means the Park District can use equipment to mow turf grass and thus eliminate the native vegetation.

### 2.24 STREAM BED ESTABLISHMENT

Increased quantity was required due to unsuitable material per Change Order No. 04.

The following items were reduced from the design quantity based on field conditions:

### 2.22 VEGETATED ROCK TOE

### 2.25 ROCK SUBSTRATE AREA

### 2.26 HABITAT BOULDERS

### 2.28 SEED & BLANKET – UPLAND PRAIRIE / MEADOW MIX

### 2.29 SEED & BLANKET – OPEN RIPARIAN MIX

### 2.31 SEED & BLANKET – SHALLOW EMERGENT MIX

### 2.27 SEED & BLANKET – TURF GRASS CLASS I

The contract's substantial completion date remains unchanged. The FY25 Five-Year Capital Improvement Program budgeted \$2,814,000 for construction. When including the subject change order, the total contract amount to date would be \$2,589,875.45 (5% under budget). Therefore, staff recommends amending Purchase Order No. 462-695 with V3 Construction Group by **decreasing** it by the total lump sum amount of \$(5,192.80).

cc: Bill Cleveland, Engineering Services Director  
Brad Fink, Public Works Director (via email)  
Jon Batek, Finance Director (via email)

### Attachments

1. Change Order Form No. 08

**CHANGE ORDER NO. 08**

PROJECT: Klein Creek Streambank Stabilization – Section III  
OWNER: Village of Carol Stream  
CONTRACTOR: V3 Construction Group, Ltd.

Purchase Order #: 462-695  
Account #: 1174000-55488

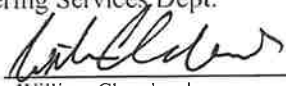
You are directed to make the following changes in the Contract Documents:

- Description: • See Final Quantity Adjustments Exhibit.
- Purpose of Change Order: • To adjust [increase (+) / decrease (-)] the final quantities on unit-priced items based on as-built conditions after substantial completion.
- Attachments: • Proposal from V3 Construction Group dated 10/29/24.  
• Final Quantity Adjustments Exhibit.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price:	\$2,455,000.00	Original Contract Time:	July 3, 2024
Previous Change Orders:	\$140,068.25	Change from previous Change Orders:	NONE
Current Contract Price:	\$ 2,595,068.25	Current Contract Completion Date:	July 3, 2024
Net increase/(decrease) of this Change Order:	\$(5,192.80)	Net increase/(decrease) of this Change Order:	NONE
Contract Price with this Change Order:	\$ 2,589,875.45	Contract Completion Date after this Change Order:	July 3, 2024

Pursuant to Public Act 85-1295, the circumstances which necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the change is germane to the original contract as signed, and is in the best interest of the Village.

RECOMMENDED:  
Engineering Services Dept.

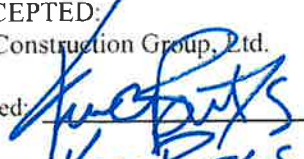
Signed:   
William Cleveland  
Director of Engineering Services

APPROVED:  
Village of Carol Stream

Signed: \_\_\_\_\_  
William Holmer  
Village Manager

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

ACCEPTED:  
V3 Construction Group, Ltd.

Signed:   
Name: KEITH BUTKUS  
Title: SRPM/VP

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

**TO:** Mayor and Trustees  
**FROM:** William Holmer, Village Manager *WH*  
**DATE:** October 24, 2024  
**RE:** Class A Liquor License – Tacoma Taco Enchilada Grill, 105 Stark Drive

---

Attached for your review and consideration is an Ordinance granting a Class A Liquor License to Tacoma Taco Enchilada Grill, Inc. d/b/a Tacoma Taco Enchilada Grill located at 105 Stark Drive. The Class A Liquor License will permit the sale of full alcohol for consumption on premise.

The application submitted by Tacoma Taco Enchilada Grill, Inc. is in order and background checks have been performed. Mayor Saverino as Local Liquor Control Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.



**ORDINANCE NO. 2024-11-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE  
CAROL STREAM CODE OF ORDINANCES BY INCREASING THE NUMBER OF  
CLASS A LIQUOR LICENSES FROM 14 TO 15 (TACOMA TACO ENCHILADA GRILL, INC.  
d/b/a TACOMA TACO ENCHILADA GRILL, 105 STARK 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 A Liquor Licenses from fourteen (14) to fifteen (15).

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF NOVEMBER, 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:** October 24, 2024  
**RE:** Class A Liquor License – Fozzy’s Bar and Grill, 1021 Fountain View Drive

---

Attached for your review and consideration is an Ordinance granting a Class A Liquor License to Nash Partners LLC d/b/a Fozzy’s Bar and Grill located at 1021 Fountain View Drive. The Class A Liquor License will permit the sale of full alcohol for consumption on premise.

The application submitted by Nash Partners LLC is in order and background checks have been performed. Mayor Saverino as Local Liquor Control Commissioner is recommending issuance of this license.

Accordingly, staff recommends adoption of the attached Ordinance.

**ORDINANCE NO. 2024-11-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE  
CAROL STREAM CODE OF ORDINANCES BY INCREASING THE NUMBER OF  
CLASS A LIQUOR LICENSES FROM 15 TO 16 (NASH PARTNERS LLC d/b/a  
FOZZY'S BAR AND GRILL, 1021 FOUNTAIN VIEW 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 A Liquor Licenses from fifteen (15) to sixteen (16).

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF NOVEMBER, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** William Holmer, Village Manager  
**FROM:** Donald Bastian, Community Development Director *DB*  
**DATE:** October 30, 2024  
**RE:** **Agenda Item for the Village Board Meeting of November 4, 2024**  
**Wheaton Bible Church Annexation – 27W500 North Avenue**

---

The Wheaton Bible Church property, located at the northwest corner of North Avenue and Morton Road (27W500 North Avenue), is subject to a Pre-Annexation Agreement approved by the Village Board in 2006 through Ordinance 2006-09-52. Two key provisions of the Pre-Annexation Agreement are: i) Wheaton Bible Church was allowed to connect to the Village's public water and sanitary sewer systems, which the church has utilized since it opened in 2008; and ii) if the church property became contiguous to the Village's corporate boundary during the term of the Pre-Annexation Agreement, the property would be annexed to the Village. With the annexation of the property at the northeast corner of North Avenue and Morton Road, currently under development with the Mainfreight motor freight terminal, the Wheaton Bible Church property is contiguous to the Village of Carol Stream's corporate boundary. This memorandum provides information on the various approvals and action requested by the Village Board.

**DISCUSSION**

Staff has been working with Wheaton Bible Church leadership on the preparation of plats and documents that are necessary as part of the annexation of the property. Below is a description of the items that the Village Board will be acting on as part of the annexation of the property.

Plat of Annexation – An Ordinance approving the Plat of Annexation for the 47.56-acre property is included in the agenda packet for Village Board action. Attached to the Ordinance is the signed, sealed and notarized Petition for Annexation.

Plat of Dedication – A Resolution approving the dedication of a 10-foot strip of land for public right-of-way along the Morton Road frontage of the property is included in the agenda packet for Village Board action.

Plat of Easement Grant – Bicycle and pedestrian paths were constructed along Morton Road, around the north and south sides of the building, and connecting to the path system on the McCaslin Park property immediately west of the Wheaton Bible Church property. As the paths are intended to function as part of the public pathway system and are available for public use, the Pre-Annexation Agreement requires Wheaton Bible Church to grant an easement over the paths on the property. A Resolution approving the plat of easement grant is included in the agenda packet for Village Board action.

Ordinance Zoning the Property to the O-S District – With the approval of the Pre-Annexation Agreement in 2006, the Village Board also approved an Ordinance stipulating that upon

annexation, the property would be zoned B-4 Office, Research and Institutional Building District. With the adoption of the Unified Development Ordinance in 2021, the B-4 District was renamed to the O-S Office Service District. As such, an Ordinance zoning the Wheaton Bible Church property to the O-S District, upon annexation, is included in the agenda packet for Village Board action.

Other highlights related to the annexation of the property include:

- Annexation Fee – Wheaton Bible Church has submitted the required Village annexation fee of \$28,200.
- Morton Road Improvements – The Pre-Annexation Agreement obligates Wheaton Bible Church to improve Morton Road, or make a payment to the Village based on the approved Morton Road improvements cost estimate. The Village Engineer has approved the estimated cost of the Morton Road improvements submitted by Wheaton Bible Church’s civil engineer, in the amount of \$450,982.70, which represents 50% of the cost of the improvements. (It should be noted that the extent of the Morton Road improvements for which Wheaton Bible Church is responsible has been reduced as a result of improvements undertaken with the Mainfreight project). Per the Pre-Annexation Agreement, Wheaton Bible Church has one year from the date of the annexation to submit this payment to the Village.
- McCaslin Park Contiguity – With the annexation of the Wheaton Bible Church property, the Carol Stream Park District’s adjacent McCaslin Park property will become contiguous to the Village’s corporate boundary. The McCaslin Park property is subject to a Pre-Annexation Agreement approved by the Village Board in 2010 through Ordinance 2010-01-01. The Pre-Annexation Agreement stipulates that if the park property becomes contiguous to the Village’s corporate boundary during the term of the Pre-Annexation Agreement, the property would be annexed to the Village. Staff has begun working with the Park District on the documents needed to annex McCaslin Park, and this annexation will be on a Village Board agenda in the near future.

## **RECOMMENDATION**

If the Village Board wishes to annex the Wheaton Bible Church property at 27W500 North Avenue, the Board should adopt the necessary Ordinances annexing the property and zoning the property to the O-S Office Service District, and adopt the Resolutions approving the Plat of Dedication and Plat of Easement Grant.

DTB:db

c: Russ Van Der Vliet, Wheaton Bible Church  
Bill Cleveland, Village Engineer  
Jon Batek, Finance Director  
Adam Frederick, Assistant Village Engineer

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE  
VILLAGE OF CAROL STREAM, DUPAGE COUNTY, ILLINOIS  
(WHEATON BIBLE CHURCH – 27W500 NORTH AVENUE)**

WHEREAS, the Wheaton Bible Church is the record owner of property located on the west side of Morton Road and the north side of North Avenue, commonly known as 27W500 North Avenue, in unincorporated DuPage County, Illinois, such property being legally described on the Plat of Annexation attached hereto as Exhibit A and made a part hereof (the “Property”); and

WHEREAS, Owners have duly executed and filed with the Village Clerk a Petition for Annexation, attached hereto as Exhibit B, requesting that the Property be annexed 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 done 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 interests 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, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, as follows:



SECTION 1: That the foregoing recitals be incorporated in this Ordinance as if restated in their entirety.

SECTION 2: That the Property, and all unincorporated roads contiguous thereto, be and the same are hereby annexed to and made a part of the Village of Carol Stream, DuPage County, Illinois.

SECTION 3: That the property has been annexed to the Village pursuant to the terms of a Pre-Annexation Agreement, entered into between the Owner and the Village and which was approved through Ordinance 2006-09-52, dated September 5, 2006. The Pre-Annexation Agreement provides for the zoning of the property and contains certain restrictions regarding the use of the Property.

SECTION 4: 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 5: That this Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 4th day of November, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

P.I.N. 01-36-100-031

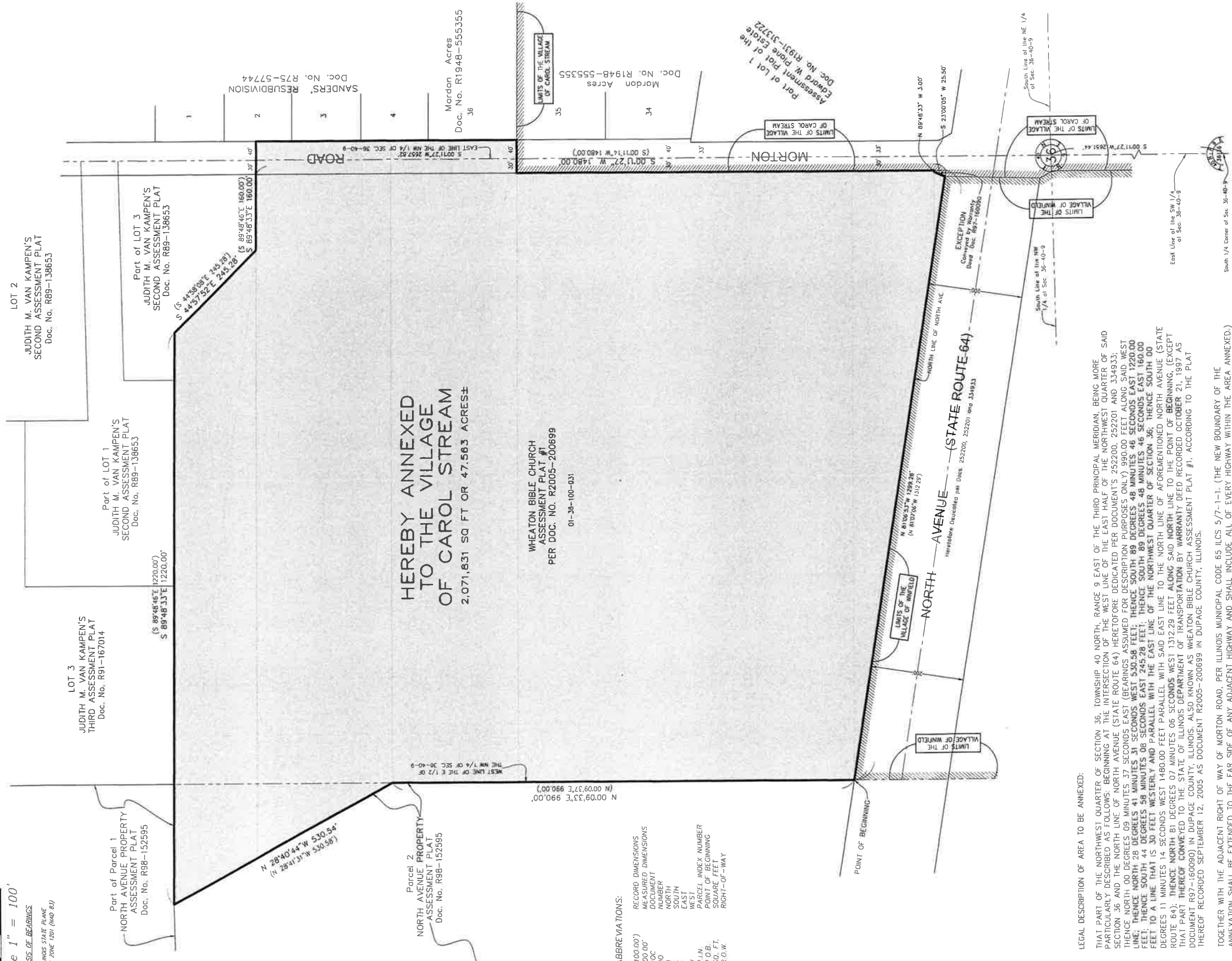
# PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM

OF  
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.



0 50' 100' 200'  
Scale 1" = 100'

BASIS OF BEARINGS  
ILLINOIS STATE PLANE  
EAST ZONE 1201 (NAD 83)



**HEREBY ANNEXED  
TO THE VILLAGE  
OF CAROL STREAM**  
2,071,831 SQ FT OR 47.563 ACRES±

WHEATON BIBLE CHURCH  
ASSESSMENT PLAT #1  
PER DOC. NO. R2005-200699

01-36-100-031

#### ABBREVIATIONS:

- (100.00') RECORD DIMENSIONS
- 100.00' MEASURED DIMENSIONS
- NO. COUNTY NUMBER
- N NORTH
- S SOUTH
- E EAST
- W WEST
- N. N. NAD INDEX NUMBER
- P.O.B. POINT OF BEGINNING
- SQ. FT. SQUARE FEET
- R.O.W. RIGHT-OF-WAY

#### LEGAL DESCRIPTION OF AREA TO BE ANNEXED:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 252200, 252201 AND 334933; THENCE NORTH 00 DEGREES 00 MINUTES 37 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 990.00 FEET ALONG SAID WEST LINE; THENCE SOUTH 48 DEGREES 41 MINUTES 31 SECONDS WEST 530.58 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS EAST 1220.00 FEET TO A LINE THAT IS 30 FEET WESTERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST 1480.00 FEET PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF AFOREMENTIONED NORTH AVENUE (STATE ROUTE 64); THENCE NORTH 81 DEGREES 07 MINUTES 06 SECONDS WEST 1372.29 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED OCTOBER 21, 1987 AS DOCUMENT R37-160090) IN DUPAGE COUNTY, ILLINOIS, ALSO KNOWN AS WHEATON BIBLE CHURCH ASSESSMENT PLAT #1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2005 AS DOCUMENT R2005-200699 IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH THE ADJACENT RIGHT OF WAY OF MORTON ROAD, PER ILLINOIS MUNICIPAL CODE 65 ILCS 5/7-1-1. (THE NEW BOUNDARY OF THE ANNEXATION SHALL BE EXTENDED TO THE FAR SIDE OF ANY ADJACENT HIGHWAY AND SHALL INCLUDE ALL OF EVERY HIGHWAY WITHIN THE AREA ANNEXED.)

Survey No.:	BB62h
Ordered By:	WHEATON BIBLE CHURCH
Description:	PLAT OF ANNEXATION
Date Prepared:	AUGUST 14, 2024
Scale:	1" = 100'
Prepared By:	M/A CJ/PLW



## Exhibit A

# PLAT OF ANNEXATION TO THE VILLAGE OF CAROL STREAM

OF  
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

### OWNER'S CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THIS IS TO CERTIFY THAT WHEATON BIBLE CHURCH, AN ILLINOIS RELIGIOUS CORPORATION IS THE OWNER OF THE PROPERTY DESCRIBED HEREON, AND AS SUCH OWNER, HAS CAUSED THE SAME TO BE ANNEXED AS SHOWN HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND IS ALLOWED AND PROVIDED BY STATUTES, AND SAID OWNER, DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID.

DATED AT \_\_\_\_\_ CITY/VILLAGE \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 2024.

OWNER ADDRESS:  
27W500 NORTH AVENUE

CAROL STREAM, ILLINOIS 60188

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

TITLE: \_\_\_\_\_

### DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS )

COUNTY OF DUPAGE ) SS

THIS PLAT WAS 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 \_\_\_\_\_.

\_\_\_\_\_ DUPAGE COUNTY RECORDER

### NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

I HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNER(S), GIVEN UNDER MY HAND AND NOTARY SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2024

(NOTARY PUBLIC)

(COMMISSION EXPIRES)

### VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS

THE ANNEXED PLAT IS IDENTIFIED AS REPRESENTATIVE OF THE PROPERTY INCORPORATED INTO AND MADE A PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AS PER ORDINANCE NO \_\_\_\_\_ AND THE PROPERTY SHOWN AND DESCRIBED HEREON IS HEREBY INCORPORATED INTO AND MADE PART OF THE VILLAGE OF CAROL STREAM, ILLINOIS AND SAID ORDINANCE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024

ATTEST: \_\_\_\_\_

VILLAGE CLERK

\_\_\_\_\_

MAYOR

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )

COUNTY OF DUPAGE ) SS

THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF ANNEXING THE PROPERTY DESCRIBED HEREON TO THE VILLAGE OF CAROL STREAM, ILLINOIS.

GIVEN UNDER MY HAND AND SEAL

THIS 10TH DAY OF OCTOBER, 2024.

TIMOTHY G. WOLFE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003535  
JACOB & HEFNER ASSOCIATES, INC  
MY LICENSE EXPIRES NOVEMBER 30, 2024



REVISED: 10-04-24 - PER VILLAGE COMMENTS

Survey No.:	B692h
Ordered By:	Wheaton Bible Church
Description:	Plat of Annexation
Date Prepared:	August 14, 2024
Scale:	1" = N/A
Prepared By:	N/A
Year:	2024

PREPARED BY AND MAIL TO:  
VILLAGE OF CAROL STREAM  
500 N. GARY AVENUE  
CAROL STREAM, ILLINOIS 60188



**PETITION FOR ANNEXATION  
TO THE MAYOR AND BOARD OF TRUSTEES  
OF THE VILLAGE OF CAROL STREAM,  
DUPAGE COUNTY, ILLINOIS**

The Petitioner(s), Wheaton Bible Church,  
respectfully petition to annex to the Village of Carol Stream, DuPage County, Illinois, the  
territory located at 27W500 North Avenue, West Chicago IL 60185  
and legally described on Exhibit A attached hereto and made a part hereof.

Petitioner(s) represent and state as follows:

1. The described territory is not within the corporate limits of any municipality.
2. The described territory is contiguous to the Village of Carol Stream, DuPage County, Illinois, a municipality organized and existing under the laws of the State of Illinois.
3. There are no electors residing within the described territory.
4. Petitioners are the sole owners of record of all land within the described territory and have executed this Petition as the Owners of the described territory.

WHEREFORE, Petitioners respectfully request 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.



Russ Van Der Vliet

Executive Director of Administration

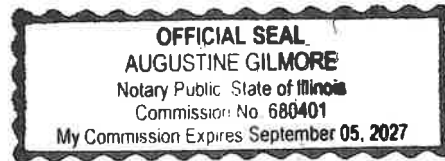
Wheaton Bible Church

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 Russ Van Der Vliet, personally known to me  
to be the Executive Director of Administration of Wheaton Bible Church, and personally  
known to me to be the same person whose name is subscribed to the foregoing Petition to Annex,  
appeared before me this day in person and severally acknowledged that he signed and delivered  
the said Petition to Annex and caused the corporate seal of said Company to be affixed thereto,  
pursuant to authority given by said Company, as his free and voluntary act, and as the free and  
voluntary act and deed of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 29<sup>th</sup> day of August, 2024.

Augustine Gilmore  
Notary Public



**EXHIBIT A  
LEGAL DESCRIPTION**

PIN(s): 01-36-100-031

That part of the Northwest  $\frac{1}{4}$  of section 36, township 40 north, range 9, east of the third principal meridian, being more particularly described as follows: beginning at the intersection of the west line of the east  $\frac{1}{2}$  of the northwest  $\frac{1}{4}$  of said section 36 and the north line of North Avenue (State Route 64) heretofore dedicated per documents 252200, 252201 and 334933: thence north 00 degrees 09 minutes 37 seconds east (bearing assumed for description purposes only), 990.00 feet along said west line; thence north 28 degrees 41 minutes 31 seconds west; 530.58 feet; thence south 89 degrees 48 minutes 46 seconds east, 1220.00 feet; thence south 44 degrees 58 minutes 08 seconds east, 245.28 feet; thence south 89 degrees 48 minutes 46 seconds east, 160.00 feet to a line that is 30 feet westerly and parallel with the east line of the northwest  $\frac{1}{4}$  of section 36; thence south 00 degrees 11 minutes 14 seconds west, 1480.00 feet parallel with said east line to the north line of aforementioned North Avenue (State Route 64); thence north 81 degrees 07 minutes 06 seconds west, 1312.29 feet along said north line to the point of beginning, (except that part thereof conveyed to the State of Illinois Department of Transportation by warrant deed recorded October 21, 1997 as document R97-160090), in DuPage County, Illinois.



ORDINANCE NO. 2024-\_\_\_\_\_-\_\_\_\_\_  
**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT TO ZONE  
PROPERTY TO THE O-S OFFICE SERVICE DISTRICT UPON ANNEXATION  
(WHEATON BIBLE CHURCH - 27W500 NORTH AVENUE)**

**WHEREAS**, Ordinance 2006-09-51, adopted by the Mayor and Board of Trustees on September 5, 2006, stipulates that the Wheaton Bible Church Property (the 'Property') will be zoned to the B-4 Office, Research and Institutional Building District upon annexation; and

**WHEREAS**, Ordinance 2021-05-15, adopted by the Mayor and Board of Trustees on May 3, 2021, approved the Unified Development Ordinance, which reclassified the B-4 Office, Research and Institutional Building District to the O-S Office Service District.

**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 47.56-acre parcel legally described below (the Property) is hereby granted a Zoning Map Amendment to zone the Property to the O-S Office Service District upon annexation to the Village of Carol Stream.

**LEGAL DESCRIPTION OF THE PROPERTY:**

THAT PART OF THE NORTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 252200, 252201 AND 334933: THENCE NORTH 00 DEGREES 09 MINUTES 37 SECONDS EAST (BEARING ASSUMED FOR DESCRIPTION PURPOSES ONLY), 990.00 FEET ALONG SAID WEST LINE; THENCE NORTH 28 DEGREES 41 MINUTES 31 SECONDS WEST; 530.58 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS EAST, 1220.00 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 08 SECONDS EAST, 245.28 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS EAST, 160.00 FEET TO A LINE THAT IS 30 FEET WESTERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST ¼ OF SECTION 36; THENCE SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST, 1480.00 FEET PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF AFOREMENTIONED NORTH AVENUE (STATE ROUTE 64); THENCE NORTH 81 DEGREES 07 MINUTES 06 SECONDS WEST, 1312.29 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANT DEED RECORDED OCTOBER 21, 1997 AS DOCUMENT R97-160090), IN DUPAGE COUNTY, ILLINOIS.

P.I.N. 01-36-100-031

Common Address: 27W500 North Avenue, West Chicago, IL, 60185

PASSED AND APPROVED this 4th day of November, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT  
FOR OUTDOOR STORAGE (OMNI CABLE – 550 CENTER AVENUE)**

**WHEREAS**, Mattie Siegfried, Director of Real Estate and Property Management with Omni Cable, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for Outdoor Storage, in accordance with Sections 16-3-11 and 6-4-18 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 550 Center Avenue, Carol Stream, Illinois; and

**WHEREAS**, pursuant to Section 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on October 28, 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 Amendment be approved; and

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

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

**SECTION 1:**

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

1. Is deemed necessary for the public convenience at the location. *Omni Cable is requesting the outdoor storage to alleviate storage issues inside the building.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Provided the storage is properly screened, this outdoor activity should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Omni Cable previously received an Amendment to a Special Use Permit for outdoor storage, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood. The additional storage area should function in a similar manner.*

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

**SECTION 2:**

The Special Use Amendment, as set forth in the above recitals, is hereby approved and granted to Omni Cable, subject to the conditions set forth in Section 3, upon the real estate commonly known as 550 Center Avenue, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN I.P.F. NO. 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1990 AS DOCUMENT NO. R90-169544, IN DUPAGE COUNTY, ILLINOIS.

Hereinafter referred to as the Subject Property.

**SECTION 3:**

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

1. That the applicant shall obtain the required permits prior to the installation of the fence and gate;
2. That all improvements concerning fencing upgrades must be built, installed, and maintained in accordance with the attached plans and exhibits;
3. That the outdoor storage area will only consist of spools, reels, and pallets and they shall not be taller than the existing perimeter fence; and
4. That the project shall otherwise comply with all state, county and Village codes and requirements.

**SECTION 4:**

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

1. Site Project Markup (Exhibit A, received by the Community Development Department September 18, 2024), prepared by Omni Cable, 2 Hagerty Blvd Westchester, PA 19382.

**SECTION 5:**

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

**SECTION 6:**

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF NOVEMBER, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

I, Mattie Siegfried, 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. Omni Cable further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Party In Interest

RECEIVED  
JUL 08 2015  
Community Development  
Department

RECEIVED  
JUL 08 2015  
COMMUNITY DEVELOPMENT  
DEPARTMENT

Manhard

189,100 S.F. OFFICE/WAREHOUSE BUILDING  
189,100 S.F. OFFICE/WAREHOUSE BUILDING

L2

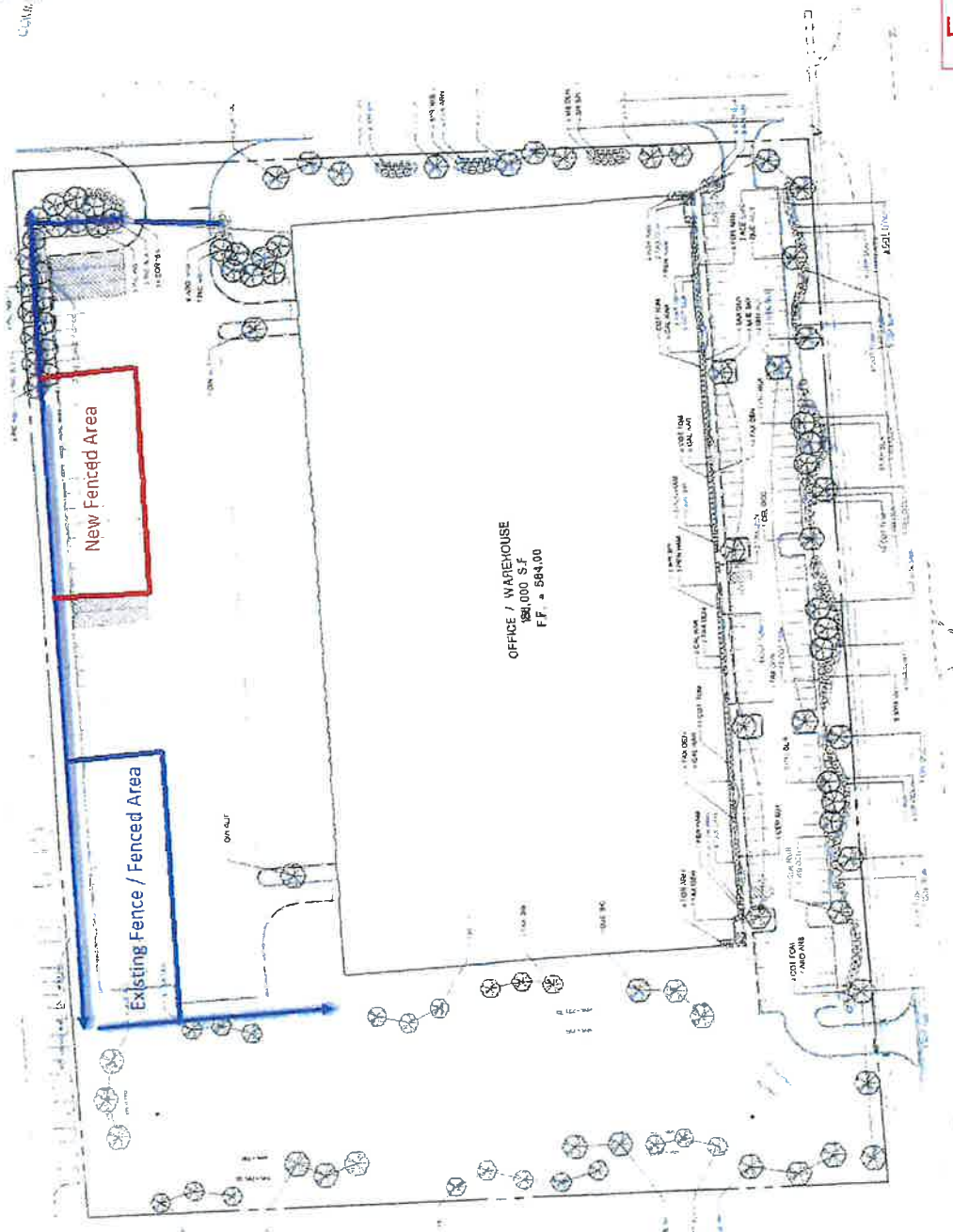


Exhibit A

Seed Mix Legend

- Storm Basin and Floodplain Seed Mix
- Slope Stabilization Seed Mix

GRAPHIC SCALE

NORTH



**MEMORANDUM**

**TO: President and Board of Trustees  
William Holmer, Village Manager**

**FROM: James A. Rhodes, Village Attorney**

**DATE: October 1, 2024**

**RE: Special Service Area Ordinance – Villas of Fair Oaks Subdivision**

Attached you will find the following Ordinance:

AN ORDINANCE PROPOSING THE ESTABLISHMENT OF A SPECIAL SERVICE AREA IN THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, AND THE LEVY OF TAXES FOR THE PURPOSE OF PAYING THE COST OF PROVIDING SPECIAL SERVICES IN AND FOR SUCH AREA TO BE KNOWN AS SPECIAL SERVICE AREA NUMBER 1. (VILLAS OF FAIR OAKS SUBDIVISION DEVELOPMENT)

This Ordinance proposes the creation of a special service area for the potential funding of the costs of operation, maintenance, repair, replacement, alteration, safekeeping and improvement of the Common Area, or shared facilities, including but not limited to, all storm sewers and any other stormwater management and conveyance facilities or appurtenances (including keeping them free and clear of obstructions) or the private ingress egress easements within the Villas of Fair Oaks Subdivision.

The special service area will be a dormant special service area. That is, no activities will be performed by the Village nor special service area taxes levied unless owners of the property or the homeowner's association fails to honor their responsibilities with respect to the maintenance of the storm water management system or private ingress egress easements, and the village chooses to do so.

This Ordinance calls for a public hearing to be held on November 4, 2024 on the creation of the special service area and for the appropriate notices to be published and served.

I recommend approval of the attached Ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ESTABLISHING SPECIAL SERVICE AREA  
NUMBER 1 IN THE VILLAGE OF CAROL STREAM,  
DU PAGE COUNTY, ILLINOIS  
(VILLAS OF FAIR OAKS SUBDIVISION DEVELOPMENT)**

WHEREAS, the Village of Carol Stream is a home rule unit of government; and

WHEREAS, special service areas are authorized pursuant to Section 6(1)(2) of Article VII of the 1970 Constitution, and are established pursuant to the provisions of the "Special Service Area Tax Law," 35 ILCS 200/27-35, as amended, and pursuant to the Revenue Act of 1939 of the State of Illinois, as amended; and

WHEREAS, it is in the public interest that the area hereinafter described be established as Special Service Area Number 1, for the purposes set forth herein; and

WHEREAS, the Area is compact and contiguous and is totally within the corporate limits of the Village of Carol Stream, DuPage County, Illinois (the "Village"); and

WHEREAS, the Area will benefit specially from the municipal services to be provided (the "Services"), and the Services are unique and in addition to municipal services provided to the Village as a whole and it is, therefore, in the best interests of the Village that the establishment of the Area be considered; and

WHEREAS, it is in the public interest that taxes be levied by the Village at a rate or amount of tax sufficient to provide revenues required for the purpose of paying the cost of providing the Services (the "Taxes"); and

WHEREAS, an annual tax shall be levied upon all taxable property within the Area from time to time, as determined by the President and Board of Trustees, in an amount not to exceed \$3.00 per \$100.00 of the value as equalized or assessed of all property in the Area, in addition to all other taxes permitted by law; and

WHEREAS, the establishment of the area proposed by the Mayor and Board of Trustees (the "Village Board") pursuant to Ordinance No. 2024-10-40 entitled:

**AN ORDINANCE PROPOSING THE ESTABLISHMENT OF A  
SPECIAL SERVICE AREA IN THE VILLAGE OF CAROL STREAM,  
DU PAGE COUNTY, ILLINOIS, AND THE LEVY OF TAXES FOR  
THE PURPOSE OF PAYING THE COST OF PROVIDING SPECIAL  
SERVICES IN AND FOR SUCH AREA TO BE KNOWN AS SPECIAL  
SERVICE AREA NUMBER 1.  
(VILLAS OF FAIR OAKS SUBDIVISION DEVELOPMENT)**

Was duly adopted on the 7th day of October, 2024, and was considered at a public hearing held on the 4th day of November, 2024, by the Village Board (the “Hearing”); and

WHEREAS, notice of the Hearing was given by publication at least once not less than fifteen (15) days prior to the Hearing in the Examiner Newspaper, the same being a newspaper of general circulation within the Village; and

WHEREAS, mailed notice of the Hearing was given by depositing notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area not less than ten (10) days prior to the time set for the Hearing, and in the event taxes for the last preceding year were not paid, the notice was sent to the person last listed on the tax rolls prior to that year as the owner of said property; and

WHEREAS, said notice complied with all of the applicable provisions and requirements of the Act; and

WHEREAS, at the Hearing and all interested persons affected by the establishment of the Area and the levy of the Taxes, including all persons owning taxable real property located within the Area, were given an opportunity to be heard at the Hearing regarding the establishment of the Area and the levy of the Taxes and an opportunity to file objections to the establishment of the Area and the levy of the Taxes; and

WHEREAS, at the Hearing, all interested persons affected by the Area were permitted to file with the Village Clerk of the Village written objections to and to be heard orally in respect to the issue embodied in the Notice of Hearing; and

WHEREAS, all legal titleholders and all persons in whose name the general taxes for the last preceding year were paid on each lot of land lying within the Area have submitted a Waiver of the Right to file an objection petition with respect to the creation of Special Service Area No. 1; and

WHEREAS, the Village Board has heard and considered all of the comments, and there were no objections and no protests that indicate that this Ordinance should not be passed in the judgment of the Village Board, and all statements made with regard to the Area and the Taxes were mostly favorable and the Village Board has determined and does hereby determine that it is in the public interest and in the interest of the Village and the Area that the Area be established; and

WHEREAS, after hearing and considering all such comments and statements, the Village Board finds that it is in the public interest and in the interest of the Village of Carol Stream that Special Service Area Number 1, as hereinafter described, be established.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR and BOARD OF TRUSTEES of the Village of Carol Stream, DuPage County, Illinois, as follows:

Section 1. That Mayor and Board of Trustees finds that the recitals set forth above are true and correct and said recitals of this Ordinance are hereby incorporated into this text as the findings of the Mayor and Board of Trustees as if set out herein in full.

Section 2. That the Mayor and Board of Trustees have found and determined and do hereby find and determine that no protests or objections to be establishment of the Area and the levy of the Taxes were made at the Public Hearing.

Section 3. That Special Service Area Number 1 is hereby established in and for the Village and shall consist of the following described territory all within the Village of Carol Stream, DuPage County, Illinois, which is described as follows:

Lots 1 through 32 and Outlots 1, 2 and 3 in the Villas of Fair Oaks Subdivision, being a part of the Southeast ¼ of Section 23, Township 40 North, Range 9, East of the Third Principal Meridian, according to the Plat recorded June 26, 2024 as Document Number R2024-035663, in Du Page County, Illinois.

PINS:

Addresses:

01-23-402-017	1445 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-018	1441 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-019	1437 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-020	1433 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-021	1429 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-022	1425 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-023	1421 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-024	1417 Preserve Drive, Carol Stream, Illinois 60188
01-23-402-025	Outlot 1 in Villas of Fair Oaks Subdivision
01-23-402-026	1036 Quarry Court, Carol Stream, Illinois 60188
01-23-402-027	1040 Quarry Court, Carol Stream, Illinois 60188
01-23-402-028	1044 Quarry Court, Carol Stream, Illinois 60188
01-23-402-029	1048 Quarry Court, Carol Stream, Illinois 60188
01-23-402-030	1047 Quarry Court, Carol Stream, Illinois 60188
01-23-402-031	1043 Quarry Court, Carol Stream, Illinois 60188
01-23-402-032	1039 Quarry Court, Carol Stream, Illinois 60188
01-23-402-033	1035 Quarry Court, Carol Stream, Illinois 60188
01-23-402-034	1031 Quarry Court, Carol Stream, Illinois 60188
01-23-402-035	1027 Quarry Court, Carol Stream, Illinois 60188
01-23-402-036	1023 Quarry Court, Carol Stream, Illinois 60188
01-23-402-037	1019 Quarry Court, Carol Stream, Illinois 60188
01-23-402-038	1015 Quarry Court, Carol Stream, Illinois 60188
01-23-402-039	1011 Quarry Court, Carol Stream, Illinois 60188

01-23-402-040	1007 Quarry Court, Carol Stream, Illinois 60188
01-23-402-041	1003 Quarry Court, Carol Stream, Illinois 60188
01-23-402-042	Outlot 3 in Villas of Fair Oaks Subdivision
01-23-414-001	Outlot 2 in Villas of Fair Oaks Subdivision
01-23-414-002	1446 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-003	1442 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-004	1438 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-005	1434 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-006	1430 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-007	1426 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-008	1422 Preserve Drive, Carol Stream, Illinois 60188
01-23-414-009	1418 Preserve Drive, Carol Stream, Illinois 60188

An accurate map of the Area is attached hereto as Exhibit A and made a part hereof.

Section 4. The Special Services that shall be provided to the Area include: (1) all costs of operation, upkeep, maintenance, repair, replacement, reconstruction alteration, safekeeping and improvement of the Common Area, or shared facilities, including but not limited to, all storm sewers and any other stormwater management and conveyance facilities or appurtenances (including keeping them free and clear of obstructions) or the private ingress egress easement; costs of design engineering and other consulting services, surveys and permits; (2) all costs should the Association or any present or any future Owner, following notice, not fulfill its obligations with respect to said Common Areas or shared facilities as determined by the President and Board of Trustees of the Village of Carol Stream and as required by the laws of the State of Illinois, the ordinances of the Village of Carol Stream, and as provided within the Plat of Subdivision recorded as Document No. R2024-35663, the Annexation Agreement recorded as Document No. R2024-024063 and the Declaration for Fair Oaks, as attached thereto and recorded with the DuPage County Recorder of Deeds; and (3) liability insurance, and all administrative, legal and other costs and expense incurred in connection with the Common Area and with the administration of the Common Area, including the repayment of any loan or debt incurred for the provision of any such services.

Section 5. That the annual Taxes, in an amount not to exceed \$3.00 per \$100.00 of the value as equalized or assessed on all property in the Area, may be levied from time to time, as determined by the Village Board, in addition to all other taxes permitted by law.

Section 6. That all ordinances, orders and resolutions, and parts thereof in conflict herewith be and the same are hereby repealed, and that this Ordinance shall be in full force and effect from and after its adoption as required by law. The Village Clerk is hereby directed and ordered to file a certified copy of this Ordinance with the DuPage County Recorder's Office, within sixty (60) days of the effective date hereof.

PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

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

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

Recorded in the Village Records on \_\_\_\_\_, 2024.

EXHIBIT A  
MAP OF SPECIAL SERVICE AREA  
(Attached)





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A PLAT OF DEDICATION  
FOR PUBLIC RIGHT-OF-WAY PURPOSES  
27 W 500 NORTH AVENUE, CAROL STREAM, ILLINOIS  
PIN: 01-36-100-031**

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

SECTION 1: Approval is hereby given to accept a Plat of Dedication for Public  
Right-of-Way Purposes as shown on Exhibit "A".

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 4<sup>th</sup> DAY OF NOVEMBER, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

P.L.N. 01-36-100-031

# PLAT OF DEDICATION

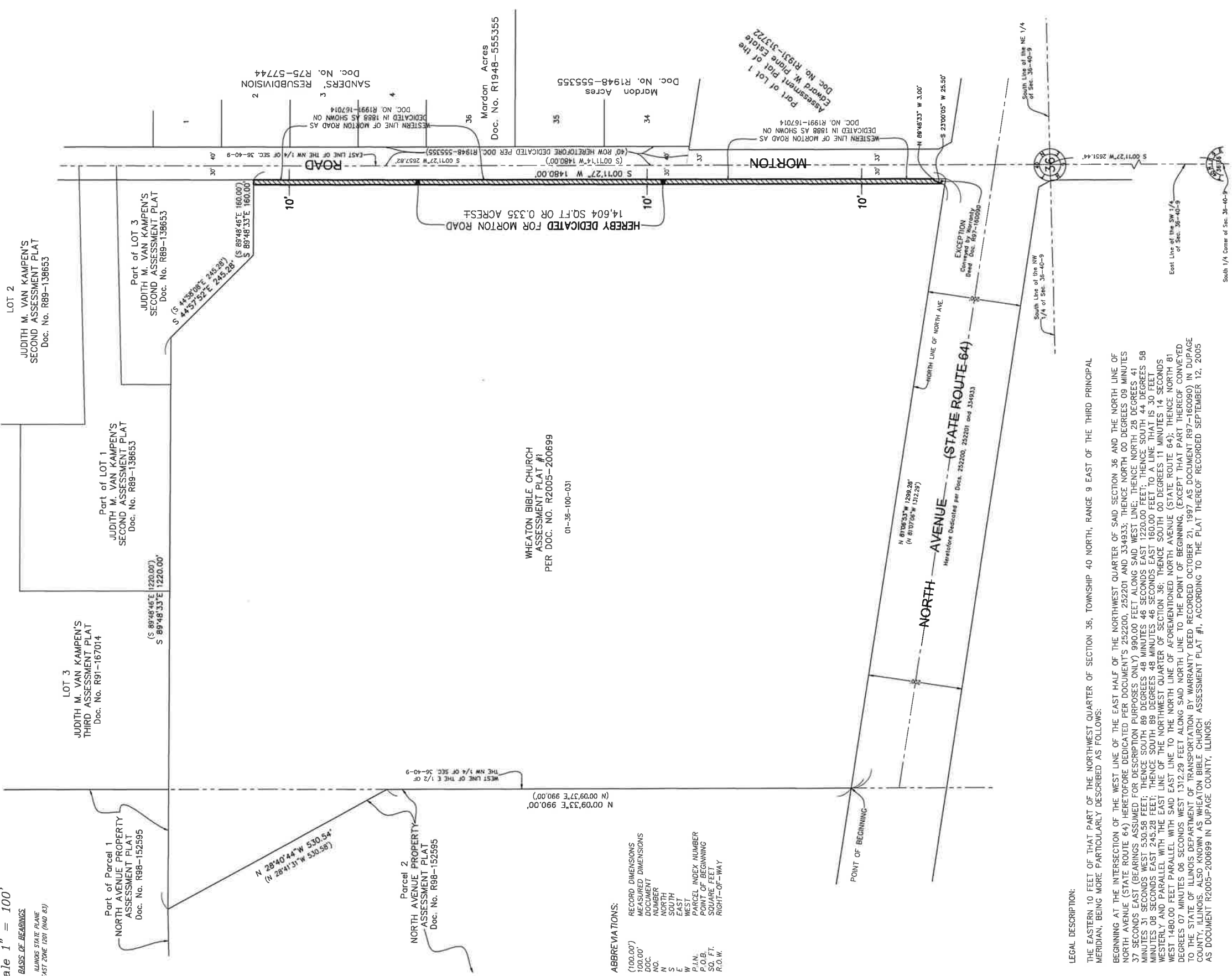
OF  
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

SUBMITTED BY:  
VILLAGE OF CARYVILLE  
DOUGLAS GARY HEWLETT  
CAROL STREHM, IL 60188



Scale 1" = 100'

BASES OF BEARINGS  
ILLINOIS STATE PLANE  
EAST ZONE 1201 (NAD 83)



LEGAL DESCRIPTION:

THE EASTERN 10 FEET OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 252200, 252201 AND 334933; THENCE NORTH 00 DEGREES 09 MINUTES 37 SECONDS EAST (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY) 990.00 FEET ALONG SAID WEST LINE; THENCE NORTH 28 DEGREES 41 MINUTES 31 SECONDS WEST 530.58 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS EAST 1220.00 FEET; THENCE SOUTH 44 DEGREES 58 MINUTES 08 SECONDS EAST 245.28 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS EAST 1600.00 FEET TO A LINE THAT IS 30 FEET WESTERLY AND PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 11 MINUTES 14 SECONDS WEST 1480.00 FEET PARALLEL WITH SAID EAST LINE TO THE NORTH LINE OF AFOREMENTIONED NORTH AVENUE (STATE ROUTE 64); THENCE NORTH 81 DEGREES 07 MINUTES 06 SECONDS WEST 1312.29 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, (EXCEPT THAT PART HEREOF CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED OCTOBER 21, 1997 AS DOCUMENT R97-160090) IN DUPAGE COUNTY, ILLINOIS, ALSO KNOWN AS WHEATON BIBLE CHURCH ASSESSMENT PLAT #1, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 2005 AS DOCUMENT R2005-200699 IN DUPAGE COUNTY, ILLINOIS.

Survey No.:	B662h
Ordered By:	WHEATON BIBLE CHURCH
Description:	PLAT OF DEDICATION
Date Prepared:	AUGUST 14, 2024
Scale:	1" = 100'
Prepared By:	CAJ/ML

REVISED: 10-04-24 - PER VILLAGE COMMENTS

SHEET 1 OF 2

JACOB & HEFNER  
ASSOCIATES, INC.  
11550 Bainton Road, Suite 200, Rosemont, Illinois 60018  
TEL: 630-584-1400  
FAX: 630-584-1401  
www.jacobandhefner.com  
Illinois Professional Development  
License No. 018-001078 Exp. 02/2025

# PLAT OF DEDICATION

OF  
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

### OWNER'S CERTIFICATE

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )  
THIS IS TO CERTIFY THAT WHEATON BIBLE CHURCH, AN ILLINOIS RELIGIOUS CORPORATION IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN AND HAS CAUSED THE SAME TO BE SURVEYED AND DEDICATED AS INDICATED HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE AFORESAID. THE UNDERSIGNED HEREBY DEDICATES FOR PUBLIC USE THE LAND SHOWN ON THIS PLAT FOR STREETS.

PURSUANT TO SECTION 1.095 OF THE PLAT ACT, 765 ILCS 205, THIS DOCUMENT SHALL SERVE AS THE SCHOOL DISTRICT STATEMENT TO THE BEST OF THE OWNER'S KNOWLEDGE THE SCHOOL DISTRICTS IN WHICH THE TRACT OF LAND LIES IS IN THE FOLLOWING DISTRICTS: BENJAMIN GRADE SCHOOL DISTRICT 25  
COMMUNITY HIGH SCHOOL DISTRICT 94  
COLLEGE OF DUPAGE DISTRICT 502

DATED AT \_\_\_\_\_ CITY/VILLAGE \_\_\_\_\_

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2024.

OWNER ADDRESS:  
27W500 NORTH AVENUE BY: \_\_\_\_\_  
CAROL STREAM, ILLINOIS 60188 TITLE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

### NOTARY CERTIFICATE

STATE OF \_\_\_\_\_ ) SS  
COUNTY OF \_\_\_\_\_ )  
I HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE ASSIGNED TO THE TRACT OF LAND SHOWN ON THIS PLAT TO ME AS SUCH OWNER(S), GIVEN UNDER MY HAND AND NOTARY SEAL.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2024

(NOTARY PUBLIC) \_\_\_\_\_ (COMMISSION EXPIRES)

### VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
I, \_\_\_\_\_ VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE PLAT OF DEDICATION WAS PRESENTED TO AND BY RESOLUTION FULLY 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

MAYOR \_\_\_\_\_  
VILLAGE CLERK \_\_\_\_\_

### FINANCE DIRECTOR CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
I, \_\_\_\_\_ FINANCE DIRECTOR OF CAROL STREAM, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORBEITTED 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 ENGINEER CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
I, \_\_\_\_\_ VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE PLAT OF DEDICATION AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.  
DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

VILLAGE ENGINEER \_\_\_\_\_

### DUPAGE COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
THIS PLAT WAS 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 \_\_\_\_\_

\_\_\_\_\_ DUPAGE COUNTY RECORDER

### COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
I, \_\_\_\_\_ COUNTY CLERK IN AND FOR DUPAGE COUNTY, IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO DELINQUENT SPECIAL ASSESSMENTS OR UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AND PLATTED HEREON.  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2024 A.D.

BY \_\_\_\_\_ DUPAGE COUNTY CLERK

### PLAN COMMISSION CERTIFICATION

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024,  
VILLAGE OF CAROL STREAM PLAN COMMISSION

CHAIRPERSON \_\_\_\_\_

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS ) SS  
COUNTY OF DUPAGE )  
THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE PREPARED THIS PLAT FOR THE PURPOSE OF DEDICATING LAND FOR PUBLIC STREET PURPOSES.  
GIVEN UNDER MY HAND AND SEAL  
THIS 4TH DAY OF OCTOBER, 2024.



TIMOTHY G. WOLFE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003535  
JACOB & HEFNER ASSOCIATES, INC.  
MY LICENSE EXPIRES NOVEMBER 30, 2024

REVISED: 10-04-24 - PER VILLAGE COMMENTS

Survey No.:	B682h
Ordered By:	Wheaton Bible Church
Description:	Plat of Dedication
Date Prepared:	August 14, 2024
Scale:	1" = N/A Field Work: N/A Prepared By: JH

PREPARED BY AND MAILED TO:  
VILLAGE OF CAROL STREAM  
307 N. GARY AVENUE  
CAROL STREAM, ILLINOIS 60188



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING PEDESTRIAN PATH EASEMENTS  
27 W 500 NORTH AVENUE, CAROL STREAM, ILLINOIS  
PIN: 01-36-100-031**

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

SECTION 1: Approval is hereby given Accepting a Plat of Easement Grant for a Pedestrian Path Easement and a Public Access Easement at 27 W 500 North Avenue, PIN: 01-36-100-031. The Pedestrian Path Easement gives the Village easement rights to construct, repair, operate and maintain a pedestrian and bike path as needed adjacent to Morton Road. The Public Access Easement gives the public access to the remaining pedestrian and bike path through the property with construction, repair and maintenance responsibility performed by the property owner. The easements and legal descriptions are attached to this Resolution as Exhibits A and B.

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 4<sup>th</sup> DAY OF NOVEMBER, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

## EXHIBIT A

ADDRESS:

27W500 NORTH AVE.

CAROL STREAM, IL 60188

PIN:

01-36-100-031

### PEDESTRIAN PATH EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTHERN LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 252200, 252201 AND 334933 RECORDED IN THE OFFICE OF THE RECORDER OF DUPAGE COUNTY, ILLINOIS; THENCE SOUTH 81 DEGREES 06 MINUTES 53 SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83) ALONG THE NORTHERN LINE OF SAID NORTH AVENUE 1278.22 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE NORTH 02 DEGREES 03 MINUTES 59 SECONDS WEST 162.49 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 35 SECONDS EAST 79.40 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 15 SECONDS WEST 50.23 FEET; THENCE NORTH 14 DEGREES 44 MINUTES 24 SECONDS WEST 41.52 FEET; THENCE NORTH 16 DEGREES 46 MINUTES 03 SECONDS WEST 34.07 FEET; THENCE NORTH 18 DEGREES 27 MINUTES 42 SECONDS WEST 32.51 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 36 SECONDS WEST 32.76 FEET; THENCE NORTH 16 DEGREES 57 MINUTES 59 SECONDS EAST 38.02 FEET; THENCE NORTH 13 DEGREES 10 MINUTES 56 SECONDS WEST 26.85 FEET; THENCE NORTH 04 DEGREES 07 MINUTES 20 SECONDS WEST 31.48 FEET; THENCE NORTH 14

DEGREES 15 MINUTES 46 SECONDS EAST 69.99 FEET; THENCE NORTH 07 DEGREES 16 MINUTES 14 SECONDS EAST 125.85 FEET; THENCE NORTH 03 DEGREES 17 MINUTES 21 SECONDS EAST 138.54 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 30 SECONDS EAST 621.74 FEET TO A POINT ON THE NORTHERN LINE OF THE GRANTOR; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS EAST ALONG THE NORTHERN LINE OF THE GRANTOR 15.00 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 30 SECONDS WEST 622.15 FEET; THENCE SOUTH 03 DEGREES 17 MINUTES 21 SECONDS WEST 139.46 FEET; THENCE SOUTH 07 DEGREES 16 MINUTES 14 SECONDS WEST 127.29 FEET; THENCE SOUTH 14 DEGREES 15 MINUTES 46 SECONDS WEST 68.48 FEET; THENCE SOUTH 04 DEGREES 07 MINUTES 20 SECONDS EAST 27.87 FEET; THENCE SOUTH 13 DEGREES 10 MINUTES 56 SECONDS EAST 29.70 FEET; THENCE SOUTH 16 DEGREES 57 MINUTES 59 SECONDS WEST 39.22 FEET; THENCE SOUTH 04 DEGREES 27 MINUTES 36 SECONDS EAST 28.08 FEET; THENCE SOUTH 18 DEGREES 27 MINUTES 42 SECONDS EAST 49.72 FEET; THENCE SOUTH 14 DEGREES 44 MINUTES 24 SECONDS EAST 59.35 FEET; THENCE SOUTH 00 DEGREES 51 MINUTES 15 SECONDS EAST 52.49 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 35 SECONDS WEST 79.24 FEET; THENCE SOUTH 02 DEGREES 03 MINUTES 59 SECONDS EAST 164.80 FEET TO THE AFORESAID NORTHERN LINE OF NORTH AVENUE; THENCE NORTH 81 DEGREES 06 MINUTES 53 SECONDS WEST ALONG SAID NORTHERN LINE 15.28 FEET TO THE POINT OF BEGINNING, CONTAINING 22,309 SQUARE FEET OR 0.512 ACRES, MORE OR LESS.

PUBLIC ACCESS EASEMENT LEGAL DESCRIPTION

THAT PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTHERN LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 252200, 252201 AND 334933 RECORDED IN THE OFFICE OF THE RECORDER OF DUPAGE COUNTY, ILLINOIS; THENCE SOUTH 81 DEGREES 06 MINUTES 53



SECONDS EAST (BASIS OF BEARINGS - ILLINOIS STATE PLANE COORDINATES EAST ZONE NAD83)  
ALONG THE NORTHERN LINE OF SAID NORTH AVENUE 1278.22 FEET; THENCE NORTH 02 DEGREES 03  
MINUTES 59 SECONDS WEST 162.49 FEET; THENCE NORTH 02 DEGREES 26 MINUTES 35 SECONDS  
EAST 79.40 FEET; THENCE NORTH 00 DEGREES 51 MINUTES 15 SECONDS WEST 50.23 FEET; THENCE  
NORTH 14 DEGREES 44 MINUTES 24 SECONDS WEST 41.52 FEET TO THE POINT OF BEGINNING OF  
THIS EASEMENT DESCRIPTION; THENCE NORTH 58 DEGREES 05 MINUTES 06 SECONDS WEST 17.07  
FEET; THENCE SOUTH 86 DEGREES 01 MINUTES 48 SECONDS WEST 77.24 FEET; THENCE SOUTH 80  
DEGREES 44 MINUTES 33 SECONDS WEST 41.80 FEET; THENCE SOUTH 67 DEGREES 29 MINUTES 45  
SECONDS WEST 32.87 FEET; THENCE SOUTH 52 DEGREES 35 MINUTES 54 SECONDS WEST 26.34  
FEET; THENCE SOUTH 37 DEGREES 35 MINUTES 27 SECONDS WEST 20.94 FEET; THENCE SOUTH 29  
DEGREES 44 MINUTES 54 SECONDS WEST 22.78 FEET; THENCE SOUTH 26 DEGREES 50 MINUTES 12  
SECONDS WEST 30.41 FEET; THENCE SOUTH 33 DEGREES 31 MINUTES 02 SECONDS WEST 34.50  
FEET; THENCE SOUTH 52 DEGREES 45 MINUTES 45 SECONDS WEST 31.61 FEET; THENCE SOUTH 71  
DEGREES 59 MINUTES 56 SECONDS WEST 28.12 FEET; THENCE NORTH 88 DEGREES 49 MINUTES 11  
SECONDS WEST 21.83 FEET; THENCE NORTH 68 DEGREES 04 MINUTES 48 SECONDS WEST 54.88  
FEET; THENCE NORTH 77 DEGREES 24 MINUTES 52 SECONDS WEST 21.34 FEET; THENCE SOUTH 82  
DEGREES 22 MINUTES 04 SECONDS WEST 85.69 FEET; THENCE NORTH 77 DEGREES 37 MINUTES 59  
SECONDS WEST 27.75 FEET; THENCE NORTH 56 DEGREES 46 MINUTES 00 SECONDS WEST 46.04  
FEET; THENCE NORTH 66 DEGREES 02 MINUTES 49 SECONDS WEST 31.79 FEET; THENCE NORTH 76  
DEGREES 15 MINUTES 23 SECONDS WEST 73.73 FEET; THENCE NORTH 67 DEGREES 37 MINUTES 16  
SECONDS WEST 35.33 FEET; THENCE NORTH 56 DEGREES 02 MINUTES 58 SECONDS WEST 30.32  
FEET; THENCE NORTH 51 DEGREES 50 MINUTES 37 SECONDS WEST 37.40 FEET; THENCE NORTH 74  
DEGREES 50 MINUTES 19 SECONDS WEST 12.79 FEET; THENCE SOUTH 81 DEGREES 32 MINUTES 41  
SECONDS WEST 37.93 FEET; THENCE NORTH 62 DEGREES 38 MINUTES 22 SECONDS WEST 15.92  
FEET; THENCE NORTH 38 DEGREES 15 MINUTES 23 SECONDS WEST 45.05 FEET; THENCE NORTH 62  
DEGREES 58 MINUTES 41 SECONDS WEST 19.29 FEET; THENCE NORTH 86 DEGREES 12 MINUTES 30  
SECONDS WEST 40.01 FEET; THENCE NORTH 77 DEGREES 12 MINUTES 57 SECONDS WEST 73.68  
FEET; THENCE NORTH 73 DEGREES 05 MINUTES 07 SECONDS WEST 36.54 FEET; THENCE NORTH 64

DEGREES 40 MINUTES 18 SECONDS WEST 32.89 FEET; THENCE NORTH 47 DEGREES 52 MINUTES 21 SECONDS WEST 35.59 FEET; THENCE NORTH 28 DEGREES 22 MINUTES 15 SECONDS WEST 39.78 FEET; THENCE NORTH 12 DEGREES 02 MINUTES 48 SECONDS WEST 31.09 FEET; THENCE NORTH 05 DEGREES 46 MINUTES 37 SECONDS WEST 46.95 FEET; THENCE NORTH 31 DEGREES 07 MINUTES 45 SECONDS WEST 9.33 FEET; THENCE NORTH 80 DEGREES 42 MINUTES 51 SECONDS WEST 7.37 FEET; THENCE SOUTH 82 DEGREES 46 MINUTES 39 SECONDS WEST 43.57 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 08 SECONDS WEST 64.30 FEET; THENCE NORTH 41 DEGREES 47 MINUTES 31 SECONDS WEST 31.98 FEET; THENCE NORTH 09 DEGREES 32 MINUTES 11 SECONDS WEST 24.97 FEET; THENCE NORTH 01 DEGREES 33 MINUTES 40 SECONDS EAST 119.89 FEET; THENCE NORTH 03 DEGREES 44 MINUTES 09 SECONDS WEST 98.70 FEET; THENCE NORTH 07 DEGREES 18 MINUTES 50 SECONDS WEST 51.89 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 32 SECONDS WEST 132.99 FEET; THENCE NORTH 08 DEGREES 29 MINUTES 26 SECONDS WEST 39.62 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 01 SECONDS EAST 125.41 FEET; THENCE NORTH 09 DEGREES 03 MINUTES 47 SECONDS WEST 24.77 FEET; THENCE NORTH 29 DEGREES 06 MINUTES 52 SECONDS WEST 59.56 FEET; THENCE NORTH 27 DEGREES 01 MINUTES 07 SECONDS WEST 115.37 FEET; THENCE NORTH 36 DEGREES 28 MINUTES 31 SECONDS WEST 93.98 FEET; THENCE NORTH 29 DEGREES 27 MINUTES 37 SECONDS WEST 180.51 FEET; THENCE NORTH 20 DEGREES 03 MINUTES 31 SECONDS WEST 44.01 FEET; THENCE NORTH 12 DEGREES 06 MINUTES 51 SECONDS EAST 24.59 FEET; THENCE NORTH 68 DEGREES 22 MINUTES 03 SECONDS EAST 30.27 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 27 SECONDS EAST 133.00 FEET; THENCE SOUTH 82 DEGREES 21 MINUTES 36 SECONDS EAST 19.28 FEET; THENCE SOUTH 65 DEGREES 47 MINUTES 47 SECONDS EAST 36.87 FEET; THENCE SOUTH 76 DEGREES 02 MINUTES 29 SECONDS EAST 20.64 FEET; THENCE NORTH 57 DEGREES 50 MINUTES 51 SECONDS EAST 49.17 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS EAST 171.31 FEET; THENCE SOUTH 60 DEGREES 30 MINUTES 38 SECONDS EAST 33.25 FEET; THENCE SOUTH 86 DEGREES 59 MINUTES 53 SECONDS EAST 269.26 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 20 SECONDS EAST 106.82 FEET; THENCE SOUTH 85 DEGREES 27 MINUTES 21 SECONDS EAST 75.42 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 55 SECONDS EAST 112.38 FEET; THENCE SOUTH 86 DEGREES 45 MINUTES 58 SECONDS EAST 78.22 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 49

SECONDS EAST 49.63 FEET; THENCE SOUTH 68 DEGREES 45 MINUTES 54 SECONDS EAST 41.75 FEET; THENCE SOUTH 44 DEGREES 49 MINUTES 31 SECONDS EAST 179.25 FEET; THENCE SOUTH 65 DEGREES 18 MINUTES 13 SECONDS EAST 20.78 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 06 SECONDS EAST 136.77 FEET; THENCE SOUTH 01 DEGREES 12 MINUTES 30 SECONDS WEST 15.01 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 06 SECONDS WEST 140.22 FEET; THENCE NORTH 65 DEGREES 18 MINUTES 13 SECONDS WEST 26.54 FEET; THENCE NORTH 44 DEGREES 49 MINUTES 31 SECONDS WEST 178.78 FEET; THENCE NORTH 68 DEGREES 45 MINUTES 54 SECONDS WEST 35.88 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 49 SECONDS WEST 47.24 FEET; THENCE NORTH 86 DEGREES 45 MINUTES 58 SECONDS WEST 78.15 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 55 SECONDS WEST 112.56 FEET; THENCE NORTH 85 DEGREES 27 MINUTES 21 SECONDS WEST 75.10 FEET; THENCE SOUTH 87 DEGREES 57 MINUTES 20 SECONDS WEST 106.62 FEET; THENCE NORTH 86 DEGREES 59 MINUTES 53 SECONDS WEST 273.46 FEET; THENCE NORTH 60 DEGREES 30 MINUTES 38 SECONDS WEST 32.86 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 33 SECONDS WEST 163.03 FEET; THENCE SOUTH 57 DEGREES 50 MINUTES 51 SECONDS WEST 51.20 FEET; THENCE NORTH 76 DEGREES 02 MINUTES 29 SECONDS WEST 28.37 FEET; THENCE NORTH 65 DEGREES 47 MINUTES 47 SECONDS WEST 36.03 FEET; THENCE NORTH 82 DEGREES 21 MINUTES 36 SECONDS WEST 15.98 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 27 SECONDS WEST 129.13 FEET; THENCE SOUTH 68 DEGREES 22 MINUTES 03 SECONDS WEST 19.49 FEET; THENCE SOUTH 12 DEGREES 06 MINUTES 51 SECONDS WEST 12.25 FEET; THENCE SOUTH 20 DEGREES 03 MINUTES 31 SECONDS EAST 38.36 FEET; THENCE SOUTH 29 DEGREES 27 MINUTES 37 SECONDS EAST 179.59 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 31 SECONDS EAST 94.30 FEET; THENCE SOUTH 27 DEGREES 01 MINUTES 07 SECONDS EAST 116.33 FEET; THENCE SOUTH 29 DEGREES 06 MINUTES 52 SECONDS EAST 61.94 FEET; THENCE SOUTH 09 DEGREES 03 MINUTES 47 SECONDS EAST 28.83 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 01 SECONDS WEST 125.48 FEET; THENCE SOUTH 08 DEGREES 29 MINUTES 26 SECONDS EAST 39.38 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 32 SECONDS EAST 133.15 FEET; THENCE SOUTH 07 DEGREES 18 MINUTES 50 SECONDS EAST 51.42 FEET; THENCE SOUTH 03 DEGREES 44 MINUTES 09 SECONDS EAST 99.87 FEET; THENCE SOUTH 01 DEGREES 33 MINUTES 40 SECONDS WEST 119.13 FEET; THENCE SOUTH 09 DEGREES 32 MINUTES 11 SECONDS EAST 19.18

FEET; THENCE SOUTH 41 DEGREES 47 MINUTES 31 SECONDS EAST 20.91 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 08 SECONDS EAST 56.64 FEET; THENCE NORTH 82 DEGREES 46 MINUTES 39 SECONDS EAST 44.81 FEET; THENCE SOUTH 80 DEGREES 42 MINUTES 51 SECONDS EAST 16.47 FEET; THENCE SOUTH 31 DEGREES 07 MINUTES 45 SECONDS EAST 19.63 FEET; THENCE SOUTH 05 DEGREES 46 MINUTES 37 SECONDS EAST 49.50 FEET; THENCE SOUTH 12 DEGREES 02 MINUTES 48 SECONDS EAST 28.12 FEET; THENCE SOUTH 28 DEGREES 22 MINUTES 15 SECONDS EAST 35.05 FEET; THENCE SOUTH 47 DEGREES 52 MINUTES 21 SECONDS EAST 30.80 FEET; THENCE SOUTH 64 DEGREES 40 MINUTES 18 SECONDS EAST 29.57 FEET; THENCE SOUTH 73 DEGREES 05 MINUTES 07 SECONDS EAST 34.89 FEET; THENCE SOUTH 77 DEGREES 12 MINUTES 57 SECONDS EAST 71.96 FEET; THENCE SOUTH 86 DEGREES 12 MINUTES 30 SECONDS EAST 41.92 FEET; THENCE SOUTH 62 DEGREES 58 MINUTES 41 SECONDS EAST 25.66 FEET; THENCE SOUTH 38 DEGREES 15 MINUTES 23 SECONDS EAST 45.09 FEET; THENCE SOUTH 62 DEGREES 38 MINUTES 22 SECONDS EAST 7.83 FEET; THENCE NORTH 81 DEGREES 32 MINUTES 41 SECONDS EAST 36.22 FEET; THENCE SOUTH 74 DEGREES 50 MINUTES 19 SECONDS EAST 18.97 FEET; THENCE SOUTH 51 DEGREES 50 MINUTES 37 SECONDS EAST 39.90 FEET; THENCE SOUTH 56 DEGREES 02 MINUTES 58 SECONDS EAST 28.25 FEET; THENCE SOUTH 67 DEGREES 37 MINUTES 16 SECONDS EAST 32.68 FEET; THENCE SOUTH 76 DEGREES 15 MINUTES 23 SECONDS EAST 73.94 FEET; THENCE SOUTH 66 DEGREES 02 MINUTES 49 SECONDS EAST 34.35 FEET; THENCE SOUTH 56 DEGREES 46 MINUTES 00 SECONDS EAST 44.49 FEET; THENCE SOUTH 77 DEGREES 37 MINUTES 59 SECONDS EAST 22.34 FEET; THENCE NORTH 82 DEGREES 22 MINUTES 04 SECONDS EAST 85.72 FEET; THENCE SOUTH 77 DEGREES 24 MINUTES 52 SECONDS EAST 25.24 FEET; THENCE SOUTH 68 DEGREES 04 MINUTES 48 SECONDS EAST 53.36 FEET; THENCE SOUTH 88 DEGREES 49 MINUTES 11 SECONDS EAST 16.55 FEET; THENCE NORTH 71 DEGREES 59 MINUTES 56 SECONDS EAST 23.04 FEET; THENCE NORTH 52 DEGREES 45 MINUTES 45 SECONDS EAST 26.53 FEET; THENCE NORTH 33 DEGREES 31 MINUTES 02 SECONDS EAST 31.08 FEET; THENCE NORTH 26 DEGREES 50 MINUTES 12 SECONDS EAST 29.91 FEET; THENCE NORTH 29 DEGREES 44 MINUTES 54 SECONDS EAST 24.19 FEET; THENCE NORTH 37 DEGREES 35 MINUTES 27 SECONDS EAST 23.94 FEET; THENCE NORTH 52 DEGREES 35 MINUTES 54 SECONDS EAST 30.28 FEET; THENCE NORTH 67 DEGREES 29 MINUTES 45 SECONDS EAST 36.57 FEET; THENCE NORTH 80

DEGREES 44 MINUTES 33 SECONDS EAST 44.24 FEET; THENCE NORTH 86 DEGREES 01 MINUTES 48 SECONDS EAST 77.94 FEET; THENCE NORTH 33 DEGREES 25 MINUTES 49 SECONDS EAST 10.34 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 03 SECONDS EAST 34.07 FEET TO THE POINT OF BEGINNING, CONTAINING 61,922 SQUARE FEET OR 1.422 ACRES, MORE OR LESS.







# PLAT OF EASEMENT GRANT

OF  
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 9 EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

### CERTIFICATE OF OWNER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
THIS IS TO CERTIFY THAT WHEATON BIBLE CHURCH, AN ILLINOIS RELIGIOUS CORPORATION IS THE OWNER OF THE LAND DESCRIBED IN THE FOREGOING CERTIFICATE AND THAT THE SURVEYED, PLATTED AND RECORDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

DATED AT \_\_\_\_\_  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2024.  
OWNER ADDRESS:  
27W500 NORTH AVENUE  
CAROL STREAM, ILLINOIS 60188  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ATTEST: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CERTIFICATE OF NOTARY  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS  
I HEREBY CERTIFY THAT THE PERSON(S)/CORPORATION(S) WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE ARE KNOWN TO ME AS SUCH OWNER(S), GIVEN UNDER MY HAND AND NOTARY SEAL  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR 2024.

\_\_\_\_\_  
(NOTARY PUBLIC) (COMMISSION EXPIRES)

### COUNTY RECORDER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS  
THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024,  
AT \_\_\_\_ O'CLOCK \_\_\_\_M. AS DOCUMENT NUMBER \_\_\_\_\_

\_\_\_\_\_  
DUPAGE COUNTY RECORDER

### VILLAGE ENGINEER CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS  
I, \_\_\_\_\_, VILLAGE ENGINEER OF THE VILLAGE OF CAROL STREAM, ILLINOIS, DO HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE EASEMENT PLAT AND THE PLANS AND THE CERTIFICATE HERETOFORE REFERRED TO ARE IN ACCORDANCE WITH THE REQUIREMENTS OF THE VILLAGE AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREOF.  
DATED AT CAROL STREAM, DUPAGE COUNTY, ILLINOIS.

THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2024.

\_\_\_\_\_  
VILLAGE ENGINEER

### VILLAGE CLERK CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS  
I, \_\_\_\_\_, VILLAGE CLERK OF THE VILLAGE OF CAROL STREAM, ILLINOIS, HEREBY CERTIFY THAT THIS EASEMENT 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 IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND SEAL OF THE VILLAGE OF CAROL STREAM, ILLINOIS

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
VILLAGE CLERK  
\_\_\_\_\_  
MAYOR

### PUBLIC ACCESS EASEMENT PROVISIONS

Public Access Easement to be operated, maintained, cleaned, repaired and by the Property Owner. A perpetual non-exclusive easement for ingress and egress, for pedestrian, bicycles, and non-motorized vehicles (except for motorized chairs used by disabled persons) is hereby granted and granted to the public over the area described herein for the purpose of constructing and marked "Public Access Easement". All members of the general public shall have the right to access the Public Access Easement and exercise the use and enjoyment of the Public Access Easement (individually an "invitee" and collectively the "invitees"). The Property Owner shall, at its expense, have the obligation and duty to keep the Public Access Easement in safe and maintain said Public Access Easement. The Village of Carol Stream is hereby granted a perpetual non-exclusive easement with the right of access over, upon and to said Public Access Easement and to inspect, clean, repair, and reconstruct the easement area, in the event that the Village of Carol Stream, in its discretion, determines that the Property Owner has failed to properly maintain the Public Access Easement, in which case, the Property Owner shall pay all costs incurred by the Village to properly maintain the Public Access Easement.

### SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) SS  
THIS IS TO CERTIFY THAT I, TIMOTHY G. WOLFE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, AT THE REQUEST OF THE OWNERS THEREOF, HAVE PREPARED THIS PLAT FOR GRANTING EASEMENTS.  
GIVEN UNDER MY HAND AND SEAL  
THIS 4TH DAY OF OCTOBER, 2024.

TIMOTHY G. WOLFE  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003633  
JACOB & HEFFNER ASSOCIATES, INC.  
MY LICENSE EXPIRES NOVEMBER 30, 2024



REVISED: 10-04-24 - PER VILLAGE COMMENTS

Survey No.:	BBB2h
Ordered By:	Wheaton Bible Church
Description:	Plat of Easement
Date Prepared:	August 14, 2024
Scale:	1" = N/A Field Work: N/A Prepared By: JWH

PREPARED BY AND MAIL TO:  
VILLAGE OF CAROL STREAM  
300 N. GARY AVENUE  
CAROL STREAM, ILLINOIS 60188



*Village of Carol Stream*  
Interdepartmental Memorandum

TO: William Holmer, Village Manager

FROM: Brad C. Fink, Director of Public Works

DATE: November 4, 2024

RE: Intergovernmental Agreement by and between the Village of Carol Stream and the Carol Stream Park District for the transfer and shared use of the Public Works Chipper

At the August 5, 2024 Village Board meeting, the Village Board authorized the purchase of a new Vermeer brush chipper to replace the existing 2009 chipper. Public Works took delivery of the new chipper later that month. Anticipating the purchase of the new chipper, a resolution declaring the existing chipper surplus was approved at the July 1, 2024 Village Board meeting.

“Exhibit A” of the approved surplus Resolution noted that staff intended to prepare an Intergovernmental Agreement (IGA) transferring ownership of the 2009 chipper to the Carol Stream Park District. In return for the transfer of ownership the chipper will be made available for Village use when requested during times of emergency for the purpose of aiding in the removal of debris that may be blocking streets, culverts, and other critical infrastructure. Attached for your consideration is the IGA, which has been reviewed by the Village Attorney.

Staff recommends approval of the resolution authorizing the execution of the IGA by and between the Village of Carol Stream and the Carol Stream Park District for transfer and shared use of the chipper.

Attachments

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND THE CAROL STREAM PARK DISTRICT FOR TRANSFER AND SHARED USE OF A VERMEER BC1800 XL CHIPPER**

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

SECTION 1: That the Mayor is authorized to execute and the Village Clerk to attest to an Agreement with the Carol Stream Park District for transfer and shared use of a Vermeer BC 1800 XL Chipper, such an Agreement being attached to this Resolution as Exhibit "A".

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 4<sup>th</sup> day of November, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF CAROL STREAM AND THE CAROL STREAM PARK DISTRICT  
FOR TRANSFER AND SHARED USE OF VERMEER BC1800 XL**

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THIS AGREEMENT (“Agreement”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective date”) by and between the VILLAGE OF CAROL STREAM, ILLINOIS, an Illinois municipal corporation, (“Village”) and the CAROL STREAM PARK DISTRICT, an Illinois park district, DuPage County, Illinois, (“District”). In consideration of the foregoing and the mutual promises contained in this Agreement, the District and the Village agree to the terms of this Agreement.

**RECITALS**

**WHEREAS**, Article VII, Section 10, of the Illinois Constitution of 1970 encourages and provides for units of local government to contract or otherwise associate among themselves to obtain or share services; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. further authorizes intergovernmental cooperation; and

**WHEREAS**, the Village and the District are “units of local government” as defined by Article VII, Section 1, of the Constitution of the State of Illinois and are authorized to contract and agree with one another on matters of mutual concern; and

**WHEREAS**, the Village has agreed to declare a Vermeer BC 1800 XL chipper (the “Chipper”) surplus and to transfer ownership to the District as provided in Section 5-8-15(B)(2)(d) of the Carol Stream Code of Ordinances, subject to the condition that the Village

shall have the right to use the Chipper from time to time, to be used in the service of the Village's residents; and

**WHEREAS**, the District has agreed to accept ownership of the Chipper and to allow the Village the use of the Chipper from time to time, as provided in this Agreement.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the Village and District do hereby agree as follows:

1. The above recitals are hereby incorporated into this Agreement as it fully set forth in this paragraph 1.
2. The Village shall pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances adopt an ordinance declaring the Chipper surplus property and transferring ownership of the Chipper to the District.
3. The District shall make the Chipper available for use by the Village in the manner and on the terms and conditions provided for herein.
4. The Chipper shall be provided to the Village upon the request during time of emergency work for the purpose of aiding in the removal of debris that may be blocking streets, culverts, and other crucial public infrastructure, or for such other emergency use as the Village deems appropriate. Any use of the Chipper during any emergency shall take precedence over use by the District
5. The Chipper shall be serviced twice a year by the Village to inspect and complete all manufacturer's recommended maintenance and/or defects at the District's expense. Within thirty (30) days of the receipt of an invoice from the Village for all

maintenance and repairs to the Chipper, the District shall remit payment to the Village. It is understood that the costs associated with labor provided by the Village shall not be included in the total invoiced amount. Specifically, the Village will absorb these labor costs and will not invoice the Park District for any labor-related expenses incurred in the execution of this agreement.

6. The Village shall be solely responsible, at its own cost and expense for any damage and/or repairs to the Chipper occurring while in the Village's possession.
7. At such time as the Village needs the use of the Chipper, consumable supplies (diesel) will be filled to capacity by the District. Once the Village has concluded the use of the Chipper, the Village shall return the Chipper with the consumable supplies at the level at which the Chipper was received.
8. In no event shall the District be responsible in any manner for an injury to the Village's employees during use or operation of the equipment under any theory or statute whatsoever.
9. The Village shall, to the extent permitted by law, indemnify, hold harmless and defend the District, its officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent or willful acts, errors or omissions of the Village, its officers, agents or employees in the use of Chipper. The Village does not hereby waive any defenses or immunity available to it with respect to third parties.
10. The District shall, to the extent permitted by law, indemnify, hold harmless and defend the Village, its officers, employees, and agents from and against all liability,

claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the negligent or willful acts, errors or omissions of the District, its officers, agents or employees in the use of Chipper. The District does not hereby waive any defenses or immunity available to it with respect to third parties.

11. This Agreement will not be subject to amendment unless made in writing and signed by the Village and District. Notices shall be addressed to the parties as followed:

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

Executive Director  
Carol Stream Park District  
849 W Lies Rd  
Carol Stream, IL 60188

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on or as of the day and year first about written.

VILLAGE OF CAROL STREAM

CAROL STREAM PARK DISTRICT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:


ATTEST:

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

\_\_\_\_\_  
Secretary



*Village of Carol Stream*  
Interdepartmental Memo

**TO:** William Holmer, Village Manager  
**FROM:** Rakesh Patel, Information Technology Engineer   
**DATE:** October 31, 2024  
**RE:** Surplus Equipment  
**CC:** Marc Talavera, Assistant Village Manager

Staff is requesting the Village Board to declare the following list of electronic equipment surplus which are no longer useful or of value for Village operations. See attachment Exhibit A.

Local recycler, Digital Red will pick up and dispose or recycle all computer/hard drive equipment listed in Exhibit A. Digital Red will destroy the computer equipment using an auditable chain of custody and the data destroyed to the DOD 5220.22-M standard following the NIST 800-88 guidelines. A Certificate of Destruction and Proper Disposal will be issued for all destroyed hard drives and other electronics. All equipment will be recycled and processed in accordance with the IL Public Act 95-0959 - Electronic Products Recycling & Reuse Act, to ensure none of the electronic waste will be found in landfills. Furthermore, Digital Red Recycling does not charge for the service or the pickup of the equipment.

Staff is requesting the Village Board declare the list of equipment surplus and authorize staff to process the electronics using Digital Red.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DECLARING SURPLUS PROPERTY  
OWNED BY THE VILLAGE OF CAROL STREAM**

**WHEREAS**, in the opinion of the Corporate Authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in “Exhibit A”; and

**WHEREAS**, the described personal property has been determined by the Corporate Authorities of the Village of Carol Stream to have negligible value to the Village; and

**WHEREAS**, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose and/or recycle all equipment listed in “Exhibit A” with a local recycler, Digital Red.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in “Exhibit A”, now owned by the Village of Carol Stream, is no longer useful and authorize its disposal through Digital Red.

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

PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF NOVEMBER, 2024.

AYES:

NAYS:

ABSENT:

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

ATTEST::

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

## Declaration of Surplus

### Exhibit A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>
camera		Aerail Vision	
laptop	Dell	Latitude 14 - 5404	J32RNY1
computer	Intel	NUC	g6bn83700753
computer	lenovo	thinkcentre M73	mj00k2v
monitor	Planar	PLL2410W	PL542LS505223
UPS	APC	Backups ES 350	3b1125x24553
dock	dell	wd19s	6d6h6b3
UPS	cyberpower	350va	cdvjs2001443
UPS	cyberpower	350va	cdeho2002289
switch	dell	sonicwalltz400	18b1690d8528
UPS	cyberpower	350VA	cdehq2002847
laptop	dell	latitude e6530	db5xh02
laptop	Dell	Latitude 14 - 5404	6p1pny1
laptop	Dell	Latitude 14 - 5404	h42rny1
laptop	Dell	Latitude 14 - 5404	142rny1
laptop	microsoft	surface	025341651153
monitor	Planar	PLL2410W	PL542LS506083
dock	dell	K16A	CN-00J5c6-cmc00-0723-a08
recorder	sony	m-527v	1577097
camera	polaroid	jobpro	c5f-1jdwq-vlab
camera	polaroid	polaroid one	adt40857pbsa
camera	polaroid	impulse	e9621kfgnb
camera	polaroid	sun600	b6z869933
camera	polaroid	impulse	b1u27q3wnd
recorder	marantz	PMD620 MK II	55001627000291
computer	lenovo	thinkcentre M73	mj00xjup
monitor	Dell	1908wefp	cn-0g435h-72872
camera	Apple	quicktake 100	tl4281nv250
camera	sony	mavica	229617
harddrive	nexttech		cc0001126
harddrive	iomega	storcenter	1ba12204cf
fingerprint reader	morpho	tp-5300a-ed	aev227103558
TV	Vizio	VO370M	lukebak2002465
computer	apple	imac	
computer	Apple	imac	
server	Dell	PowerEdge T710	G07S4V1
harddrive	Backup Plus	SRD00F2	NA7DPCWG
storage	Dell	AMP01	1FX4SC1
server	Dell	PowerEdge2950	DHL5SC1
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6188
phone	Mitel	5212 IP Phone Dual Mode	AVABR6201
phone	Mitel	5212 IP Phone Dual Mode	AVABR8238
phone	Mitel	5212 IP Phone Dual Mode	AVABR8471
phone	Mitel	5212 IP Phone Dual Mode	AVABR6223
phone	Mitel	5212 IP Phone Dual Mode	AVABR5883
phone	Mitel	5212 IP Phone Dual Mode	AVABR6213

**Declaration of Surplus**

**Exhibit A**

<b><u>DEVICE</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL #</u></b>	<b><u>SERIAL #</u></b>
phone	Mitel	5212 IP Phone Dual Mode	AVABR6231
phone	Mitel	5320e IP Phone	1ZRFW18500MD
phone	Mitel	5212 IP Phone Dual Mode	AVAAV9811
phone	Mitel	5212 IP Phone Dual Mode	AVABR5454
phone	Mitel	5212 IP Phone Dual Mode	AVABR5455
phone	Mitel	5212 IP Phone Dual Mode	AVABR5467
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6047
phone	Mitel	5212 IP Phone Dual Mode	AVABR5450
phone	Mitel	5212 IP Phone Dual Mode	AVABR5460
phone	Mitel	5212 IP Phone Dual Mod	AVABR8251
phone	Mitel	5212 IP Phone Dual Mode	AVABR8249
phone	Mitel	5212 IP Phone Dual Mode	AVABR5447
phone	Mitel	5212 IP Phone Dual Mode	AVABR4869
phone	Mitel	5212 IP Phone Dual Mode	AVABR5519
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6693
phone	Mitel	5212 IP Phone Dual Mode	AVACL3865
phone	Mitel	5212 IP Phone Dual Mode	AVABR7638
phone	Mitel	5212 IP Phone Dual Mode	AVABR5427
phone	Mitel	5212 IP Phone Dual Mode	AVABR8235
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6247
phone	Mitel	5212 IP Phone Dual Mode	AVABR7641
phone	Mitel	5212 IP Phone Dual Mode	AVABR8254
phone	Mitel	5212 IP Phone Dual Mode	AVABR5469
phone	Mitel	5212 IP Phone Dual Mode	AVABR7615
phone	Mitel	5212 IP Phone Dual Mode	AVABR5463
phone	Mitel	5212 IP Phone Dual Mode	AVABR4888
phone	Mitel	5212 IP Phone Dual Mode	AVABR6182
phone	Mitel	5212 IP Phone Dual Mode	AVABR5444
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6312
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6191
phone	Mitel	5212 IP Phone Dual Mode	AVABR5424
phone	Mitel	5212 IP Phone Dual Mode	AVABR5462
phone	Mitel	5212 IP Phone Dual Mode	AVABR5465
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6020
phone	Mitel	5212 IP Phone Dual Mode	AVABR5434
phone	Mitel	5212 IP Phone Dual Mode	AVABR5430
phone	Mitel	5212 IP Phone Dual Mode	AVABR5461
phone	Mitel	5212 IP Phone Dual Mode	AVABR5431
phone	Mitel	5224 IP Phone Dual Mode	AVACK0508
phone	Mitel	5224 IP Phone Dual Mode	AVABQ6341
phone	Mitel	5224 IP Phone Dual Mod	AVABQ6929
phone	Mitel	5212 IP Phone Dual Mod	AVABR7626
phone	Mitel	5224 IP Phone Dual Mod	AVABQ6250
phone	Mitel	5212 IP Phone Dual Mod	AVABR5458
phone	Mitel	5224 IP Phone Dual Mod	AVABQ6368
phone	Mitel	5212 IP Phone Dual Mod	AVABR8248

**Declaration of Surplus**

**Exhibit A**

<b><u>DEVICE</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL #</u></b>	<b><u>SERIAL #</u></b>
phone	Mitel	5212 IP Phone Dual Mod AVABR7636	
phone	Mitel	5212 IP Phone Dual Mod AVACL5054	
phone	Mitel	5212 IP Phone Dual Mod AVABR6226	
phone	Mitel	5212 IP Phone Dual Mod AVABR7640	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6282	
phone	Mitel	5212 IP Phone Dual Mod AVABR8450	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6335	
phone	Mitel	5320e IP Phone	1ZRFW19170SD
phone	Mitel	5212 IP Phone Dual Mod AVABR7635	
phone	Mitel	5212 IP Phone Dual Mod AVACF9644	
phone	Mitel	5212 IP Phone Dual Mod AVABR7619	
phone	Mitel	5320e IP Phone	1ZRFW18500MA
phone	Mitel	5212 IP Phone Dual Mod AVABR5428	
phone	Mitel	5212 IP Phone Dual Mod AVABR5432	
phone	Mitel	5212 IP Phone Dual Mod AVABK0541	
phone	Mitel	5224 IP Phone Dual Mod AVABQ 6192	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6180	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6197	
phone	Mitel	5224 IP Phone Dual Mod AVADF1792	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6239	
phone	Mitel	5224 IP Phone Dual Mod AVABJ6454	
phone	Mitel	5212 IP Phone Dual Mod AVABR8465	
phone	Mitel	5212 IP Phone Dual Mod AVABR8454	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6249	
phone	Mitel	5224 IP Phone Dual Mod AVABJ4566	
phone	Mitel	5212 IP Phone Dual Mod AVABR6238	
phone	Mitel	5224 IP Phone Dual Mod AVABJ6456	
phone	Mitel	5212 IP Phone Dual Mod AVACF9605	
phone	Mitel	5224 IP Phone Dual Mod AVABR1076	
phone	Mitel	5212 IP Phone Dual Mod AVABR7614	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6232	
phone	Mitel	5212 IP Phone Dual Mod AVACL3842	
phone module	Mitel	5448 PKM	AABHM4429
phone module	Mitel	5448 PKM	SAAAK3771
phone	Mitel	5224 IP Phone Dual Mod AVACT8728	
phone	Mitel	5212 IP Phone Dual Mod AVABU7687	
phone	Mitel	5212 IP Phone Dual Mod AVABR5451	
phone	Mitel	5212 IP Phone Dual Mod AVABR7639	
phone	Mitel	5212 IP Phone Dual Mod AVABR5466	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6187	
phone	Mitel	5212 IP Phone Dual Mod AVABR5448	
phone	Mitel	5212 IP Phone Dual Mod AVABR6232	
phone	Mitel	5224 IP Phone Dual Mod AVABQ6194	
phone	Mitel	5212 IP Phone Dual Mod AVABR7617	
phone	Mitel	5212 IP Phone Dual Mod AVABR7618	
phone	Mitel	5212 IP Phone Dual Mod AVABR7620	

**Declaration of Surplus**

**Exhibit A**

<b><u>DEVICE</u></b>	<b><u>MAKE</u></b>	<b><u>MODEL #</u></b>	<b><u>SERIAL #</u></b>
phone	Mitel	5212 IP Phone Dual Mod	AVABR8452
phone	Mitel	5212 IP Phone Dual Mod	AVABR5459
phone	Mitel	5212 IP Phone Dual Mod	AVABR5433
phone	Mitel	5212 IP Phone Dual Mod	AVABR5470
phone	Mitel	5212 IP Phone Dual Mod	AVABR5893
phone	Mitel	5212 IP Phone Dual Mod	AVABR5453
phone	Mitel	5212 IP Phone Dual Mod	AVABR5442
phone	Mitel	5212 IP Phone Dual Mod	AVABR5452
phone	Mitel	5224 IP Phone Dual Mod	AVADO0122
phone	Mitel	5212 IP Phone Dual Mod	AVABR5426
phone	Mitel	5212 IP Phone Dual Mod	AVABR8464
phone	Mitel	5224 IP Phone Dual Mod	AVABQ6189
phone	Mitel	5212 IP Phone Dual Mod	AVABR6237
phone	Mitel	5312 IP Phone	1TKFS13190AG
phone	Mitel	5212 IP Phone Dual Mod	AVABR8244
phone	Mitel	5224 IP Phone Dual Mod	AVABQ6305
phone	Mitel	5312 IP Phone	1TKFW134517G

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

AGENDA ITEM  
L-1 11/4/24

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>1ST CHOICE EQUIPMENT, LLC</b>					
SP SEAT	377.17	01696200-53354	PARTS PURCHASED	PSO013487-1	
	<u>377.17</u>				
<b>ABATIX CORP</b>					
FALL ARREST EQUIP PO-4167	3,860.78	04101500-53350	SMALL EQUIPMENT EXPENSE	8628442	20250086
HARNESS-SERAFINI	462.42	04201600-53350	SMALL EQUIPMENT EXPENSE	8634356	
FALL ARREST EQUIP PO-4167	5,020.45	04101500-53350	SMALL EQUIPMENT EXPENSE	8629506	20250086
	<u>9,343.65</u>				
<b>ADVANCE AUTO PARTS PROFESSIONAL</b>					
SP PARTS 2024	514.94	01696200-53317	OPERATING SUPPLIES	295 SEP-2024	
AG PARTS 2024	1,631.47	01696200-53354	PARTS PURCHASED	295 AUG-2024	
SP PARTS 2024	2,295.24	01696200-53354	PARTS PURCHASED	295 SEP-2024	
OC PARTS 2024	2,430.52	01696200-53354	PARTS PURCHASED	295 OCT-2024	
AG PARTS 2024	24.44	01696200-53317	OPERATING SUPPLIES	295 AUG-2024	
OC PARTS 2024	108.02	01696200-53317	OPERATING SUPPLIES	295 OCT-2024	
	<u>7,004.63</u>				
<b>ADVOCATE OCCUPATIONAL HEALTH</b>					
POST OFFER PHYSICAL & DRUG SCREENING	702.00	01510000-52228	PERSONNEL HIRING	862614	
	<u>702.00</u>				
<b>AJD CONCRETE CONSTRUCTION CORP</b>					
BRICK SIDEWALK REPAIR-FH	3,900.00	01680000-52244	MAINTENANCE & REPAIR	2024-080	
	<u>3,900.00</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
PLAN REV-195 ALEXANDRA WAY 24-1247-FALS	1,156.00	01643700-52253	CONSULTANT	66559	
SPRINKLER PLAN REV-245 NORTH AVE 24-0195-F	1,492.00	01643700-52253	CONSULTANT	66476	
SPRINKLER PLAN REV-245 KEHOE BLVD 24-1230-	1,095.00	01643700-52253	CONSULTANT	66429	
SPRINKLER PLAN REV-450 NORTH AVE 24-1245-F	185.00	01643700-52253	CONSULTANT	66550	
NEW CONSTR PLAN REV-114 SCHMALE RD #113:	1,435.00	01643700-52253	CONSULTANT	66575	
	<u>5,363.00</u>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS-SEP 2024	1,280.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS SEP-2024	
	<u>1,280.00</u>				
<b>C S PUBLIC LIBRARY</b>					
DEVELOPER DONATION-OCT 2024	246.88	01-24401	DEPOSIT-LIBRARY DEVEL CONTRB	DONATE OCT-2024	
	<u>246.88</u>				
<b>CAROL STREAM PARK DISTRICT</b>					
PARK PASSES-SEP 2024	50.00	01-24236	BARK PARK MEMBERSHIP	PARK PASSES SEP 2024	
DEVELOPER DONATION-AUG 2024	3,120.00	01-24403	DEPOSIT-PARK DIST DEV CONTRB	DONATE AUG-2024	
	<u>3,170.00</u>				
<b>COMED</b>					
RT64, KUHN RD 09/19-10/18/24	33.85	01662400-52298	ATLE SERVICE FEE	1731614000 OCT-2024	
	<u>33.85</u>				
<b>DUPAGE COUNTY DIVISION OF TRANSPORTATION</b>					
STREET SIGNS	431.99	01670300-53344	STREET SIGNS	5569	
	<u>431.99</u>				
<b>DUPAGE MATERIALS COMPANY</b>					
FULLERTON FENCE GRINDINGS	292.50	04201600-54480	CONSTRUCTION	26996	
	<u>292.50</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>DUPAGE WATER COMMISSION</b>					
WATER PURCHASE-SEP 2024	548,156.88	04201600-52283	DUPAGE CTY WATER COMMISSION	08/31/24-09/30/24	
	<b>548,156.88</b>				
<b>DYNEGY ENERGY SERVICES, LLC</b>					
990 DEARBORN 07/22-08/19/24 030000395619	63.48	01670300-53213	STREET LIGHT ELECTRICITY	1183249446	AUG-2024
1015 LIES RD 07/19-08/18/24 030000395619	82.98	04201600-53210	ELECTRICITY	1026094443	AUG-2024
300 KUHN RD 07/22-08/19/24 030000395619	3,254.36	04201600-53210	ELECTRICITY	3504844209	AUG-2024
333 FULLERTON AVE 07/19-08/18/24 030000395619	347.12	04201600-53210	ELECTRICITY	6657037224	AUG-2024
451 SILVERLEAF 07/22-08/19/24 030000395619	43.31	01670300-53213	STREET LIGHT ELECTRICITY	3586651267	AUG-2024
124 GERZEVSKE LN 07/19-08/18/24 030000395619	5,383.18	04201600-53210	ELECTRICITY	9982053177	AUG-2024
200 TUBEWAY DR 07/11-08/08/24 030000395619	594.26	04101500-53210	ELECTRICITY	3626322368	AUG-2024
1350 TALL OAKS 07/22-08/19/24 030000395619	43.60	04101500-53210	ELECTRICITY	0104763825	AUG-2024
850 LONGMEADOW 07/22-08/19/24 030000395619	145.88	01670600-53210	ELECTRICITY	1627492639	AUG-2024
500 GARY AVE 07/22-08/19/24 030000395619	148.07	01670300-53213	STREET LIGHT ELECTRICITY	6387308726	AUG-2024
1N END THORNHILL 07/19-08/18/24 030000395619	90.65	01670300-53213	STREET LIGHT ELECTRICITY	7527444427	AUG-2024
1348 CHARGER CT 07/19-08/18/24 030000395619	442.39	04101500-53210	ELECTRICITY	3242407750	AUG-2024
1128 EVERGREEN TRL 07/23-08/20/24 030000395619	77.19	04101500-53210	ELECTRICITY	9661948436	AUG-2024
106 GOLDENHILL 07/25-08/22/24 030000395619	25.33	01670600-53210	ELECTRICITY	0351460139	AUG-2024
879 DORCHESTER 07/22-08/19/24 030000395619	21.60	01670600-53210	ELECTRICITY	1431713405	AUG-2024
880 PAPOOSE CT 07/22-08/19/24 030000395619	87.06	01670300-53213	STREET LIGHT ELECTRICITY	8186835128	AUG-2024
391 ILLINI DR 07/22-08/19/24 030000395619	25.91	01670600-53210	ELECTRICITY	7416034827	AUG-2024
506 CHEROKEE 07/22-08/19/24 030000395619	48.40	01670300-53213	STREET LIGHT ELECTRICITY	6576713279	AUG-2024
391 FLINT 07/22-08/19/24 030000395619	55.22	01670300-53213	STREET LIGHT ELECTRICITY	3987490946	AUG-2024
1415 MAPLE RIDGE 07/23-08/20/24 030000395619	103.38	01670600-53210	ELECTRICITY	2147936157	AUG-2024
301 ANTELOPE 07/22-08/19/24 030000395619	71.24	01670300-53213	STREET LIGHT ELECTRICITY	5440417540	AUG-2024
465 CENTER AVE 07/22-08/19/24 030000395619	89.35	01670300-53213	STREET LIGHT ELECTRICITY	7676337342	AUG-2024
	<b>11,243.96</b>				
<b>ENGINEERING RESOURCE ASSOCIATES INC</b>					
PROF SVC-SEP 2024 GARY, DELLA & ST.CHARLES,	465.00	01620100-52352	STORMWATER REVIEW	W2404200.05	
	<b>465.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>EXAMINER PUBLICATIONS INC</b>					
PUBLIC HEARING-LEGAL NOTICE	141.00	01520000-52240	PUBLIC NOTICES/INFORMATION	58844	
FY24 TREASURERS REPORT	648.00	01520000-52240	PUBLIC NOTICES/INFORMATION	58851	
	<b>789.00</b>				
<b>FEECE OIL CO</b>					
AG DIESEL OIL	3,811.95	01696200-53354	PARTS PURCHASED	4100330	
AG HYD OIL	1,534.95	01696200-53354	PARTS PURCHASED	4100331	
DIESEL	698.05	01670200-53312	PWC DIESEL FUEL	4102792	
AG GREASE	502.80	01696200-53354	PARTS PURCHASED	2232028	
DIESEL	567.16	04201600-53312	PWC DIESEL FUEL	4102792	
DIESEL	676.24	01670400-53312	PWC DIESEL FUEL	4102792	
DIESEL	239.96	04101500-53312	PWC DIESEL FUEL	4102792	
	<b>8,031.11</b>				
<b>FIREBRAND GLOBAL MARKETING</b>					
EMPLOYEE RECOGNITION	127.21	01660100-53317	OPERATING SUPPLIES	27534	
	<b>127.21</b>				
<b>FLOOD BROTHERS DISPOSAL</b>					
FULLERTON FENCE DISPOSAL	917.86	04201600-54480	CONSTRUCTION	7755474	
	<b>917.86</b>				
<b>FOUNTAIN TECHNOLOGIES, LTD</b>					
FOUNTAIN CLEANING-TC 06/28-07/18/24	3,345.00	01680000-52219	TC MAINTENANCE	145218	
FOUNTAIN CLEANING-TC 09/20-09/27/24	2,205.00	01680000-52219	TC MAINTENANCE	14910	
FOUNTAIN CLEANING-TC 08/16/24	1,169.00	01680000-52219	TC MAINTENANCE	14875	
FOUNTAIN CLEANING-TC 08/23-09/13/24	3,445.00	01680000-52219	TC MAINTENANCE	14899	
FOUNTAIN CLEANING-TC 07/26-08/11/24	3,695.00	01680000-52219	TC MAINTENANCE	14862	
	<b>13,859.00</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GIS WORKSHOP, LLC</b>					
PUB WORKS RENEWAL-PW 01/01-12/31/25	2,836.00	01696200-52255	SOFTWARE MAINTENANCE	2019-25308	
	<u>2,836.00</u>				
<b>HBK WATER METER SERVICE INC</b>					
LG METER TESTING PO-4161	21,792.60	04201400-52282	METER MAINTENANCE	240384	20250089
METER TESTING-OUTSIDE OF CYCLE	675.30	04201400-52282	METER MAINTENANCE	240452	
	<u>22,467.90</u>				
<b>JETCO LTD</b>					
WATER TOWER-PRESSURE WASH PO-4165	6,520.00	04201600-52244	MAINTENANCE & REPAIR	3490	20250090
	<u>6,520.00</u>				
<b>LANDSCAPE MATERIAL &amp; FIREWOOD SALES INC</b>					
RESTORATIONS	782.00	01670400-53317	OPERATING SUPPLIES	64241	
COMMUNITY PARK-TREES FOREVER	310.00	01620100-52358	POND/STORM MAINTENANCE	64340	
RESTORATIONS	342.00	01670400-53317	OPERATING SUPPLIES	62974	
	<u>1,434.00</u>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
PROSECUTION-OCT 2024	6,200.00	01570000-52312	PROSECUTION DUI	2024-10	
PROSECUTION-OCT 2024	3,000.00	01570000-52235	LEGAL FEES-PROSECUTION	2024-10	
	<u>9,200.00</u>				
<b>LECHNER &amp; SONS</b>					
MATS, TOWELS, WIPES PO-4144	23.55	01696200-53317	OPERATING SUPPLIES	3450020	20250042
MATS, TOWELS, WIPES PO-4144	49.99	01670100-53317	OPERATING SUPPLIES	3450020	20250042
	<u>73.54</u>				
<b>LRS HOLDINGS LLC</b>					
PORTA-JOHN 10/18-11/14/24	138.00	01670400-52264	EQUIPMENT RENTAL	PS629373	
STREET SWEEP SVC PO-4119	11,025.45	01670600-52272	PROPERTY MAINTENANCE	PS627905	20250081
	<u>11,163.45</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>MARK E RADABAUGH</b>					
TAPING, EDITING 10/21/24	100.00	01590000-52253	CONSULTANT	24-0257	
	<b>100.00</b>				
<b>MEADE ELECTRIC COMPANY INC</b>					
ANNUAL OPTICOM INSPECT	1,500.00	01670300-52350	TRAFFIC SIGNAL MAINTENANCE	710420	
	<b>1,500.00</b>				
<b>METROPOLITAN INDUSTRIES INC</b>					
TALL OAKS FLOATS	616.23	04101500-53317	OPERATING SUPPLIES	INV066912	
	<b>616.23</b>				
<b>MICHELE LOPEZ</b>					
OPENGOV TRAINING-LOPEZ 09/29-10/04/24	307.69	01670100-52223	TRAINING	OPENGOV 2024-M LOPEZ	
	<b>307.69</b>				
<b>NEENAH FOUNDRY COMPANY</b>					
2024 FLEXIBLE PAVEMENT PO-462754	1,649.70	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	166173	20250087
	<b>1,649.70</b>				
<b>NICOR</b>					
200 TUBEWAY DR 09/17-10/17/24	50.43	04101500-53230	NATURAL GAS	14309470202 OCT-2024	
1348 CHARGER CT 09/19-10/21/24	149.02	04101500-53230	NATURAL GAS	86606011178 OCT-2024	
124 GERZEVSKE LN 09/18-10/18/24	51.10	04201600-53230	NATURAL GAS	13811210007 OCT-2024	
	<b>250.55</b>				
<b>OMI</b>					
WRC OPERATIONS & MAINT-APR 2024 PO-4039	40,112.71	04101100-52262	WRC CONTRACT	351199-CE-40	
WRC & MAINT SVC PO-4121	23,992.27	04101100-52262	WRC CONTRACT	351199-27-CL	20250036
	<b>64,104.98</b>				
<b>PAULINA GAJOWNICZEK</b>					
TUITION REIMB-MIS525 08/23-10/19/24	1,595.75	01660100-52223	TRAINING	MIS525	
	<b>1,595.75</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>PHYSICIANS IMMEDIATE CARE-CHICAGO</b>					
POST OFFER PHYSICAL & DRUG SCREEN	75.00	01600000-52225	EMPLOYMENT PHYSICALS	4426386	
	<u>75.00</u>				
<b>POLICE EXECUTIVE RESEARCH FORUM</b>					
ICAT TRAINING 09/17-09/19/24	40,000.00	01660100-52223	TRAINING	1795	
	<u>40,000.00</u>				
<b>QUADIENT, INC</b>					
POSTAGE METER INK	175.75	01610100-53317	OPERATING SUPPLIES	17518998	
	<u>175.75</u>				
<b>REFUNDS MISC</b>					
METER REFUND 23934421 04/19-07/16/24	928.47	04-24132	METER DEPOSITS (HYDRANT)	METER 23934421 11/24	
	<u>928.47</u>				
<b>REFUNDS W&amp;S FINALS</b>					
	953.19	04-12110	ACCOUNT RECEIV WATER & SEWER	22870	
	4,921.29	04-12110	ACCOUNT RECEIV WATER & SEWER	22815	
	<u>5,874.48</u>				
<b>RIGHTWAY PRINTING INC</b>					
#10 WINDOW ENVELOPES	363.00	01610100-53317	OPERATING SUPPLIES	61498	
	<u>363.00</u>				
<b>SSM HEALTH CARE GROUP</b>					
TOXICOLOGY SVC-SEP 2024	209.75	01662400-53317	OPERATING SUPPLIES	90001093	
	<u>209.75</u>				
<b>STRAND &amp; ASSOCIATES</b>					
RECONSTRUCT-OLD GARY AVE PO-462753	1,641.89	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	0216868	20250073
	<u>1,641.89</u>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>THE FIELDS ON CATON FARM, INC</b>					
PARKWAY TREES & PLANTING PO-4172	22,295.00	01670700-52268	TREE MAINTENANCE	4546	20250088
	<u>22,295.00</u>				
<b>THE STEVENS GROUP LLC</b>					
CASH RECEIPTS 182101-184600	377.24	01610100-53315	PRINTED MATERIALS	0227177	
	<u>377.24</u>				
<b>TIC TANK INDUSTRY CONSULTANTS</b>					
ANTENNA EQUIPMENT-WATER TANK TOWER	2,183.63	04200100-52253	CONSULTANT	44505	
	<u>2,183.63</u>				
<b>TIM'S AUTO BODY</b>					
UNIT 613 BODY REPAIR	2,001.80	01662700-53350	SMALL EQUIPMENT EXPENSE	2B0E93D4	
UNIT 614 BODY REPAIR	162.50	01662700-53350	SMALL EQUIPMENT EXPENSE	937103F4	
	<u>2,164.30</u>				
<b>TRANSYSTEMS CORPORATION</b>					
2024-2025 STP QTR REPORTS PO-462742	1,284.69	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	INV-0004635715	20250049
	<u>1,284.69</u>				
<b>UNIFIED SCHOOL DISTRICT #46</b>					
DEVELOPER DONATION-AUG 2024	904.00	01-24405	DEPOSIT-SCHOOL #46 DEV CONTRD	46 AUG-2024	
	<u>904.00</u>				
<b>V3 CONSTRUCTION GROUP LTD</b>					
KLEIN CREEK STABIL-SEC 3 PO-462695	48,894.05	11740000-55488	STORMWATER UTILITIES	CG23009-6	20250021
KLEIN CREEK STABIL-SEC 3 PO-462695	131,231.72	11740000-55488	STORMWATER UTILITIES	CG23009-6	20250021
KLEIN CREEK STABIL-SEC 3 PO-462695	12,187.50	11740000-55488	STORMWATER UTILITIES	CG23009-6	20250021
KLEIN CREEK STABIL-SEC 3 PO-462695	8,163.18	11740000-55488	STORMWATER UTILITIES	CG23009-6	20250021
KLEIN CREEK STABIL-SEC 3 PO-462695	51,039.50	11740000-55488	STORMWATER UTILITIES	CG23009-6	20250021
	<u>251,515.95</u>				



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on NOVEMBER 4, 2024**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>GRAND TOTAL</b>	<u><u>\$1,069,548.63</u></u>				

**The preceding list of bills payable totaling \$ 1,069,548.63 was reviewed and approved for payment.**

**Approved by:**

  
\_\_\_\_\_  
William Holmer –Village Manager

**Date:** 10.31.2024

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr-Mayor

\_\_\_\_\_  
Julia Schwarze- Village Clerk

**ADDENDUM WARRANTS  
OCTOBER 22, 2024 Thru NOVEMBER 4, 2024**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll October 14, 2024 thru October 27, 2024	617,271.08
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll October 14, 2024 thru October 27, 2024	67,403.63
				<b>684,674.71</b>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024

By: \_\_\_\_\_  
Frank Saverino Sr-Mayor

\_\_\_\_\_  
Julia Schwarze - Village Clerk

Village of Carol Stream  
General Fund Budget Summary  
For the Month Ended September 30, 2024

	MONTH				YTD				BUDGET				
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %	
<b>REVENUES</b>													
Property Tax	\$ 1,441,981	\$ 1,686,388	\$ 244,407	17%	\$ 3,734,307	\$ 3,731,483	\$ (2,824)	0%	\$ 3,800,000	\$ 3,735,000	\$ 3,731,483	\$ (3,517)	0%
Sales Tax	811,161	830,852	19,691	2%	3,680,126	3,787,667	107,542	3%	9,100,000	3,667,366	3,787,667	120,301	3%
Home Rule Sales Tax	604,460	630,949	26,489	4%	2,712,093	2,756,547	44,455	2%	6,715,000	2,861,898	2,756,547	(105,350)	-4%
State Income Tax	357,287	348,812	(8,474)	-2%	2,758,085	2,981,762	223,677	8%	6,740,000	2,915,413	2,981,762	66,349	2%
Fines (Court, Ord., ATLE, Towing)	87,124	102,844	15,719	18%	572,056	560,116	(11,940)	-2%	1,433,000	604,283	560,116	(44,168)	-7%
Natural Gas Use Tax	13,649	14,755	1,106	8%	129,097	125,806	(3,291)	-3%	600,000	130,000	125,806	(4,194)	-3%
Other Taxes (Use, Hotel, PPRT Video Gaming, Alcohol)	225,165	275,677	50,513	22%	1,334,859	1,329,456	(5,403)	0%	3,243,600	1,407,610	1,329,456	(78,154)	-6%
Licenses	127	3,621	3,494	2751%	15,726	12,113	(3,613)	-23%	266,100	224,275	12,113	(212,162)	-95%
Cable Franchise Fees	-	-	-	0%	218,370	211,925	(6,444)	-3%	419,200	174,667	211,925	37,258	21%
Building Permits	29,481	254,664	225,183	764%	250,849	500,391	249,542	99%	700,000	426,000	500,391	74,391	17%
Fees for Services	80,548	53,294	(27,254)	-34%	318,033	353,047	35,014	11%	704,600	344,717	353,047	8,330	2%
Interest Income	53,921	64,867	10,946	20%	213,142	286,535	73,393	34%	450,000	187,500	286,535	99,035	53%
All Other / Miscellaneous	54,949	109,118	54,170	99%	507,677	495,116	(12,561)	-2%	1,043,500	451,125	495,116	43,991	10%
<b>Revenue Totals</b>	<b>\$ 3,759,854</b>	<b>\$ 4,375,842</b>	<b>\$ 615,988</b>	<b>16%</b>	<b>\$ 16,444,418</b>	<b>\$ 17,131,963</b>	<b>\$ 687,545</b>	<b>4%</b>	<b>\$ 35,215,000</b>	<b>\$ 17,129,853</b>	<b>\$ 17,131,963</b>	<b>\$ 2,110</b>	<b>0%</b>
<b>EXPENDITURES</b>													
Fire & Police Commission	\$ 1,840	\$ 3,000	\$ 1,160	63%	\$ 7,839	\$ 39,165	\$ 31,326	400%	\$ 35,921	\$ 14,967	\$ 39,165	\$ 24,198	162%
Village Board & Clerk	14,686	9,818	(4,868)	-33%	66,981	79,807	12,826	19%	154,569	64,404	79,807	15,404	24%
Plan Commission & ZBA	262	465	203	77%	1,650	2,003	353	21%	8,025	3,344	2,003	(1,341)	-40%
Emergency Services	-	-	-	0%	-	-	-	0%	8,000	3,333	-	(3,333)	-100%
Legal Services	12,183	26,764	14,581	120%	74,940	164,777	89,837	120%	223,400	93,083	164,777	71,694	77%
Administration	96,248	79,854	(16,395)	-17%	410,709	301,851	(108,859)	-27%	938,888	391,203	301,851	(89,353)	-23%
Employee Relations	44,671	42,675	(1,996)	-4%	182,643	202,685	20,042	11%	577,710	240,713	202,685	(38,028)	-16%
Financial Management	50,117	51,670	1,553	3%	339,828	340,661	833	0%	764,086	318,369	340,661	22,292	7%
Engineering Services	92,476	95,190	2,714	3%	546,642	568,971	22,329	4%	1,284,299	540,862	568,971	28,109	5%
Community Development	99,371	92,209	(7,161)	-7%	519,491	519,809	318	0%	1,265,361	532,410	519,809	(12,601)	-2%
Information Technology	91,756	92,412	655	1%	694,367	685,841	(8,525)	-1%	1,736,995	723,748	685,841	(37,907)	-5%
Police	1,531,939	1,506,992	(24,948)	-2%	8,047,258	8,151,896	104,638	1%	19,667,753	8,457,131	8,151,896	(305,235)	-4%
Public Works	297,521	419,135	121,614	41%	2,976,732	2,767,728	(209,004)	-7%	5,488,377	3,010,812	2,767,728	(243,084)	-8%
Municipal Building	63,448	33,529	(29,919)	-47%	219,705	208,716	(10,989)	-5%	550,991	257,514	208,716	(48,799)	-19%
Municipal Garage	(13,769)	2,205	15,974	-116%	(13,895)	(34,168)	(20,273)	146%	-	-	(34,168)	(34,168)	100%
Transfers and Agreements	-	10,684	10,684	100%	437,266	175,490	(261,776)	-60%	612,000	174,665	175,490	825	0%
Town Center	14,306	9,260	(5,045)	-35%	126,317	102,994	(23,323)	-18%	148,625	125,000	102,994	(22,006)	-18%
<b>Expenditure Totals</b>	<b>\$ 2,397,055</b>	<b>\$ 2,475,861</b>	<b>\$ 78,805</b>	<b>3%</b>	<b>\$ 14,638,474</b>	<b>\$ 14,278,226</b>	<b>\$ (360,248)</b>	<b>-2%</b>	<b>\$ 33,465,000</b>	<b>\$ 14,951,558</b>	<b>\$ 14,278,226</b>	<b>\$ (673,332)</b>	<b>-5%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ 1,362,799</b>	<b>\$ 1,899,981</b>	<b>\$ 537,183</b>		<b>\$ 1,805,945</b>	<b>\$ 2,853,737</b>	<b>\$ 1,047,793</b>		<b>\$ 1,750,000</b>	<b>\$ 2,178,295</b>	<b>\$ 2,853,737</b>	<b>\$ 675,443</b>	

**Village of Carol Stream**  
**Water and Sewer Fund Budget Summary**  
For the Month Ended September 30, 2024

**MONTH**

**YTD**

**BUDGET**

**REVENUES**

	Last Year	Current Year	Monthly Variance	
	Sep	Sep	\$	%
Water Billings	\$ 1,022,141	\$ 967,361	(54,780)	-5%
Sewer Billings	472,965	427,464	(45,501)	-10%
Penalties/Admin Fees	13,532	13,835	303	2%
Connection/Expansion Fees	-	259,700	259,700	100%
Interest Income	79,995	82,138	2,144	3%
Rental Income	17,723	22,858	5,135	29%
All Other / Miscellaneous	12,051	9,325	(2,726)	-23%
<b>Revenue Totals</b>	<b>\$ 1,618,407</b>	<b>\$ 1,782,682</b>	<b>\$ 164,275</b>	<b>10%</b>

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Water Billings	\$ 4,266,684	\$ 4,242,375	(24,308)	-1%
Sewer Billings	1,979,257	1,867,378	(111,879)	-6%
Penalties/Admin Fees	62,995	68,199	5,204	8%
Connection/Expansion Fees	-	265,290	265,290	100%
Interest Income	417,659	443,085	25,425	6%
Rental Income	72,988	78,658	5,670	8%
All Other / Miscellaneous	394,317	91,565	(302,752)	-77%
<b>Revenue Totals</b>	<b>\$ 7,193,901</b>	<b>\$ 7,056,551</b>	<b>\$ (137,350)</b>	<b>-2%</b>

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Water Billings	\$ 9,603,000	\$ 4,327,138	\$ 4,242,375	(84,762)	-2%
Sewer Billings	4,210,000	1,897,037	1,867,378	(29,659)	-2%
Penalties/Admin Fees	171,000	71,250	68,199	(3,051)	-4%
Connection/Expansion Fees	42,500	17,708	265,290	247,582	1398%
Interest Income	550,000	229,167	443,085	213,918	93%
Rental Income	182,000	75,833	78,658	2,825	4%
All Other / Miscellaneous	122,500	29,792	91,565	61,773	207%
<b>Revenue Totals</b>	<b>\$ 14,881,000</b>	<b>\$ 6,647,925</b>	<b>\$ 7,056,551</b>	<b>\$ 408,625</b>	<b>6%</b>

**EXPENDITURES**

	Last Year	Current Year	Monthly Variance	
	Sep	Sep	\$	%
Salaries & Benefits	157,873	175,159	17,286	11%
Purchase of Water	537,421	573,557	36,136	7%
WRC Operating Contract	-	347,398	347,398	100%
Maintenance & Operating	259,492	244,629	(14,863)	-6%
IEPA Loan P&I	-	-	-	0%
DWC Loan P&I	-	-	-	0%
Capital Outlay	48,978	3,975	(45,003)	-92%
<b>Expenditure Totals</b>	<b>\$ 1,003,764</b>	<b>\$ 1,344,718</b>	<b>\$ 340,955</b>	<b>34%</b>

	Last Year	Current Year	YTD Variance	
	YTD	YTD	\$	%
Salaries & Benefits	794,582	862,909	68,326	9%
Purchase of Water	2,544,844	2,182,535	(362,309)	-14%
WRC Operating Contract	764,068	933,971	169,903	22%
Maintenance & Operating	1,652,959	1,151,504	(501,455)	-30%
IEPA Loan P&I	9,000	-	(9,000)	-100%
DWC Loan P&I	51,986	51,005	(981)	-2%
Capital Outlay	415,761	198,464	(217,297)	-52%
<b>Expenditure Totals</b>	<b>\$ 6,233,201</b>	<b>\$ 5,380,387</b>	<b>\$ (852,813)</b>	<b>-14%</b>

	Annual	YTD	YTD	Variance	
	Budget	Budget	Actual	\$	%
Salaries & Benefits	2,092,587	885,324	862,909	(22,415)	-3%
Purchase of Water	6,278,000	2,828,884	2,182,535	(646,349)	-23%
WRC Operating Contract	2,237,530	932,304	933,971	1,666	0%
Maintenance & Operating	2,079,446	866,436	1,151,504	285,068	33%
IEPA Loan P&I	-	-	-	-	0%
DWC Loan P&I	51,006	51,006	51,005	(1)	0%
Capital Outlay	355,000	-	198,464	198,464	100%
<b>Expenditure Totals</b>	<b>\$ 13,093,569</b>	<b>\$ 5,563,954</b>	<b>\$ 5,380,387</b>	<b>\$ (183,566)</b>	<b>-3%</b>

**Net Increase / (Decrease)**

<b>\$ 614,643</b>	<b>\$ 437,963</b>	<b>\$ (176,680)</b>
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<b>\$ 960,700</b>	<b>\$ 1,676,163</b>	<b>\$ 715,463</b>
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<b>\$ 1,787,431</b>	<b>\$ 1,083,971</b>	<b>\$ 1,676,163</b>	<b>\$ 592,192</b>
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**Village of Carol Stream**  
**Capital Budget Summary**  
For the Month Ended September 30, 2024

CAPITAL PROJECTS FUND	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
<b>REVENUES</b>											
Electricity Use Tax	\$ 168,235	\$ 168,381	\$ 146	0%	\$ 739,555	\$ 755,973	\$ 16,418	2%	\$ 1,800,000	\$ 755,973	42%
Real Estate Transfer Tax	34,791	23,136	(11,655)	-34%	208,481	442,009	233,528	112%	450,000	442,009	98%
Telecommunications Tax	47,102	45,273	(1,829)	-4%	231,835	220,734	(11,101)	-5%	473,000	220,734	47%
Local Motor Fuel Tax	59,396	60,086	689	1%	288,151	285,184	(2,967)	-1%	690,000	285,184	41%
Capital Grants	104,536	590,633	486,096	465%	144,398	686,193	541,795	375%	1,748,000	686,193	39%
Interest Income	84,990	74,242	(10,749)	-13%	427,983	420,932	(7,051)	-2%	720,000	420,932	58%
All Other / Miscellaneous	-	-	-	0%	-	215,313	215,313	100%	-	215,313	0%
<b>Revenue Totals</b>	<b>\$ 499,050</b>	<b>\$ 961,750</b>	<b>\$ 462,700</b>	<b>93%</b>	<b>\$ 2,040,403</b>	<b>\$ 3,026,338</b>	<b>\$ 985,935</b>	<b>48%</b>	<b>\$ 5,881,000</b>	<b>\$ 3,026,338</b>	<b>51%</b>
<b>EXPENDITURES</b>											
Roadway Improvements	\$ 172,135	\$ 1,677,873	\$ 1,505,738	875%	\$ 693,270	\$ 3,016,877	\$ 2,323,607	335%	\$ 5,430,000	\$ 3,016,877	56%
Facility Improvements	14,505	89,335	74,830	516%	1,204,130	642,986	(561,144)	-47%	2,100,000	642,986	31%
Stormwater Improvements	4,780	5,783	1,003	21%	512,460	1,713,800	1,201,341	234%	3,885,000	1,713,800	44%
Miscellaneous	460	-	(460)	-100%	8,119	2,581	(5,538)	-68%	10,000	2,581	26%
<b>Expenditure Totals</b>	<b>\$ 191,880</b>	<b>\$ 1,772,992</b>	<b>\$ 1,581,111</b>	<b>824%</b>	<b>\$ 2,417,978</b>	<b>\$ 5,376,244</b>	<b>\$ 2,958,266</b>	<b>122%</b>	<b>\$ 11,425,000</b>	<b>\$ 5,376,244</b>	<b>47%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ 307,170</b>	<b>\$ (811,241)</b>	<b>\$ (1,118,412)</b>	<b>-364%</b>	<b>\$ (377,575)</b>	<b>\$ (2,349,906)</b>	<b>\$ (1,972,331)</b>	<b>522%</b>	<b>\$ (5,544,000)</b>	<b>\$ (2,349,906)</b>	<b>42%</b>

**MFT FUND**

<b>REVENUES</b>											
Motor Fuel Tax Allotments	\$ 148,064	\$ 160,895	\$ 12,831	9%	\$ 725,319	\$ 747,722	\$ 22,403	3%	\$ 1,738,000	\$ 747,722	43%
Capital Grants	-	-	-	0%	-	-	-	0%	-	-	0%
Interest Income	21,981	21,450	(531)	-2%	129,859	104,567	(25,293)	-19%	225,000	104,567	46%
<b>Revenue Totals</b>	<b>\$ 170,045</b>	<b>\$ 182,345</b>	<b>\$ 12,300</b>	<b>7%</b>	<b>\$ 855,178</b>	<b>\$ 852,289</b>	<b>\$ (2,890)</b>	<b>0%</b>	<b>\$ 1,963,000</b>	<b>\$ 852,289</b>	<b>43%</b>
<b>EXPENDITURES</b>											
Street Resurfacing - Capital	\$ 322,289	\$ -	\$ (322,289)	-100%	\$ 2,223,660	\$ -	\$ (2,223,660)	-100%	\$ -	\$ -	0%
Crack Filling	-	78,988	78,988	100%	79,743	78,988	(755)	-1%	100,000	78,988	79%
Rebuild Illinois Bond Projects	191,616	20,425	(171,192)	-89%	1,159,345	20,503	(1,138,841)	-98%	-	20,503	0%
<b>Expenditure Totals</b>	<b>\$ 513,906</b>	<b>\$ 99,413</b>	<b>\$ (414,493)</b>	<b>-81%</b>	<b>\$ 3,462,748</b>	<b>\$ 99,491</b>	<b>\$ (3,363,256)</b>	<b>-97%</b>	<b>\$ 100,000</b>	<b>\$ 99,491</b>	<b>99%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ (343,860)</b>	<b>\$ 82,932</b>	<b>\$ 426,793</b>	<b>-124%</b>	<b>\$ (2,607,569)</b>	<b>\$ 752,797</b>	<b>\$ 3,360,367</b>	<b>-129%</b>	<b>\$ 1,863,000</b>	<b>\$ 752,797</b>	<b>40%</b>

\* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream  
**TIF Fund Budget Summary**  
 For the Month Ended September 30, 2024

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
TIF Property Taxes	\$ 193,787	\$ 208,746	\$ 14,958	8%	\$ 485,127	\$ 519,661	\$ 34,534	7%	\$ 520,000	\$ 520,000	\$ 519,661	\$ (339)	0%
Sales Taxes	-	10,684	10,684	100%	40,708	52,754	12,046	30%	130,000	54,167	52,754	(1,412)	-3%
Interest Income	5,682	6,292	611	11%	27,306	32,152	4,846	18%	90,000	37,500	32,152	(5,348)	-14%
<b>Revenue Totals</b>	<b>199,469</b>	<b>225,722</b>	<b>26,253</b>	<b>13%</b>	<b>553,142</b>	<b>604,567</b>	<b>51,426</b>	<b>100%</b>	<b>740,000</b>	<b>611,667</b>	<b>604,567</b>	<b>(7,099)</b>	<b>-1%</b>
<b>EXPENDITURES</b>													
Legal Fees	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ 700	\$ 290	\$ -	\$ (290)	-100%
Other Expenses	-	-	-	0%	157,167	168,585	11,418	7%	336,000	168,000	168,585	585	0%
<b>Expenditure Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 157,167</b>	<b>\$ 168,585</b>	<b>\$ 11,418</b>	<b>7%</b>	<b>\$ 336,700</b>	<b>\$ 168,290</b>	<b>\$ 168,585</b>	<b>\$ 295</b>	<b>0%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ 199,469</b>	<b>\$ 225,722</b>	<b>\$ 26,253</b>		<b>\$ 395,974</b>	<b>\$ 435,982</b>	<b>\$ 40,008</b>		<b>\$ 403,300</b>	<b>\$ 443,377</b>	<b>\$ 435,982</b>	<b>\$ (7,394)</b>	

Village of Carol Stream  
**Police Pension Fund Budget Summary**  
 For the Month Ended September 30, 2024

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
<b>REVENUES</b>													
Investment Income	\$ 13,038	\$ 1,218,019	1,204,981	9242%	\$ 1,589,362	\$ 7,316,932	5,727,570	360%	\$ 4,750,000	\$ 1,979,167	\$ 7,316,932	5,337,765	270%
Employee Contributions	53,113	50,946	(2,167)	-4%	294,173	283,296	(10,877)	-4%	700,000	291,667	283,296	(8,370)	-3%
Village Contribution	273,778	277,789	4,011	1%	1,368,890	1,388,947	20,057	1%	3,333,473	1,388,945	1,388,947	2	0%
Other Revenues	-	-	-	0%	59	50	(9)	-15%	-	-	50	50	100%
<b>Revenue Totals</b>	<b>\$ 339,930</b>	<b>\$ 1,546,755</b>	<b>\$ 1,206,825</b>	<b>355%</b>	<b>\$ 3,252,484</b>	<b>\$ 8,989,226</b>	<b>\$ 5,736,742</b>	<b>176%</b>	<b>\$ 8,783,473</b>	<b>\$ 3,659,778</b>	<b>\$ 8,989,226</b>	<b>\$ 5,329,447</b>	<b>146%</b>
<b>EXPENDITURES</b>													
Investment and Admin Fees	\$ -	\$ 7,825	7,825	100%	\$ 97,477	\$ 44,653	(52,824)	-54%	\$ 127,000	\$ 52,917	\$ 44,653	(8,264)	-16%
Participant Benefit Payments	363,850	412,959	49,109	13%	1,828,308	2,033,734	205,427	11%	4,961,000	2,001,000	2,033,734	32,734	2%
<b>Expenditure Totals</b>	<b>\$ 363,850</b>	<b>\$ 420,784</b>	<b>\$ 56,934</b>	<b>16%</b>	<b>\$ 1,925,785</b>	<b>\$ 2,078,387</b>	<b>\$ 152,602</b>	<b>8%</b>	<b>\$ 5,088,000</b>	<b>\$ 2,053,917</b>	<b>\$ 2,078,387</b>	<b>\$ 24,470</b>	<b>1%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ (23,920)</b>	<b>\$ 1,125,971</b>	<b>\$ 1,149,892</b>		<b>\$ 1,326,699</b>	<b>\$ 6,910,839</b>	<b>\$ 5,584,140</b>		<b>\$ 3,695,473</b>	<b>\$ 1,605,862</b>	<b>\$ 6,910,839</b>	<b>\$ 5,304,977</b>	



**Village of Carol Stream**  
**State and Federal Asset Seizure Fund Summary**  
For the Month Ended September 30, 2024

	MONTH				YTD				BUDGET*		
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Actual	% of Total
<b>State Asset Seizure Fund</b>											
<b>REVENUES</b>											
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
State Drug Seizure	23,928	5,351	(18,577)	-78%	37,368	19,441	(17,927)	-48%	-	19,441	100%
State Money Laundering	2,271	-	(2,271)	-100%	4,377	-	(4,377)	-100%	-	-	100%
State Vehicle Seizure	4,030	-	(4,030)	-100%	13,026	4,631	(8,395)	-64%	-	4,631	100%
<b>Revenue Totals</b>	<b>\$ 30,229</b>	<b>\$ 5,351</b>	<b>\$ (24,878)</b>	<b>-82%</b>	<b>\$ 54,771</b>	<b>\$ 24,073</b>	<b>\$ (30,698)</b>	<b>100%</b>	<b>\$ -</b>	<b>\$ 24,073</b>	<b>100%</b>
<b>EXPENDITURES</b>											
State Drug Seizure	1,834	-	(1,834)	-100%	15,785	2,228	(13,557)	-86%	-	2,228	100%
State Money Laundering	-	-	-	0%	-	-	-	0%	-	-	0%
State Vehicle Seizure	-	-	-	0%	-	-	-	0%	-	-	0%
<b>Expenditure Totals</b>	<b>\$ 1,834</b>	<b>\$ -</b>	<b>\$ (1,834)</b>	<b>-100%</b>	<b>\$ 15,785</b>	<b>\$ 2,228</b>	<b>\$ (13,557)</b>	<b>-86%</b>	<b>\$ -</b>	<b>\$ 2,228</b>	<b>100%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ 28,395</b>	<b>\$ 5,351</b>	<b>\$ (23,044)</b>	<b>-81%</b>	<b>\$ 38,986</b>	<b>\$ 21,844</b>	<b>\$ (17,142)</b>	<b>100%</b>	<b>\$ -</b>	<b>\$ 21,844</b>	<b>100%</b>

<b>Federal Asset Seizure Fund</b>											
<b>REVENUES</b>											
Transfer from General Fund	\$ -	\$ -	\$ -	0%	\$ -	\$ -	\$ -	0%	\$ -	\$ -	0%
Federal DOJ Seizure	-	-	-	0%	-	-	-	0%	-	-	0%
Federal Treasury Seizure	-	-	-	0%	-	-	-	0%	-	-	0%
<b>Revenue Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>
<b>EXPENDITURES</b>											
Federal DOJ	\$ -	\$ 11,283	\$ 11,283	100%	15,563	11,283	(4,280)	-28%	\$ -	\$ 11,283	100%
Federal Treasury	-	-	-	0%	-	-	-	0%	-	-	0%
<b>Expenditure Totals</b>	<b>\$ -</b>	<b>\$ 11,283</b>	<b>\$ 11,283</b>	<b>100%</b>	<b>\$ 15,563</b>	<b>\$ 11,283</b>	<b>\$ (4,280)</b>	<b>100%</b>	<b>\$ -</b>	<b>\$ 11,283</b>	<b>100%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ -</b>	<b>\$ (11,283)</b>	<b>\$ (11,283)</b>	<b>100%</b>	<b>\$ (15,563)</b>	<b>\$ (11,283)</b>	<b>\$ 4,280</b>	<b>100%</b>	<b>\$ -</b>	<b>\$ (11,283)</b>	<b>100%</b>

\* Due to the uncertainty of timing of revenues and expenditures, no YTD budget estimates are shown.

Village of Carol Stream  
**Equipment Replacement Fund Budget Summary**  
For the Month Ended September 30, 2024

<b>EQUIPMENT REPLACEMENT FUND</b>	<b>MONTH</b>				<b>YTD</b>				<b>BUDGET*</b>		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of Total
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Actual	
<b>REVENUES</b>											
Transfer - Engineering	\$ -	\$ -	-	0%	\$ 28,662	\$ 9,835	(18,827)	-66%	\$ 9,835	\$ 9,835	100%
Transfer - Community Dev.	-	-	-	0%	6,203	8,874	2,671	43%	8,874	8,874	100%
Transfer - Police	-	-	-	0%	405,752	449,544	43,792	11%	449,544	449,544	100%
Transfer - PW Streets	-	-	-	0%	1,104,394	1,241,122	136,728	12%	1,241,122	1,241,122	100%
Transfer - Municipal Building	-	-	-	0%	31,000	47,888	16,888	54%	47,888	47,888	100%
Transfer - WRC	-	-	-	0%	(91,724)	58,504	150,228	-164%	58,504	58,504	100%
Transfer - Water	-	-	-	0%	221,407	69,575	(151,832)	-69%	69,575	69,575	100%
<b>Revenue Totals</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0%</b>	<b>\$ 1,705,694</b>	<b>\$ 1,885,342</b>	<b>\$ 179,648</b>	<b>0%</b>	<b>\$ 1,885,342</b>	<b>\$ 1,885,342</b>	<b>100%</b>
<b>EXPENDITURES</b>											
Vehicles - Engineering	\$ -	\$ -	\$ -	0%	\$ -	\$ 27,695	\$ 27,695	100%	\$ -	\$ 27,695	100%
Vehicles - Community Dev.	-	-	-	0%	-	-	-	0%	-	-	0%
Vehicles - Police	43,277	-	(43,277)	-100%	249,064	40,687	(208,377)	-84%	275,000	40,687	15%
Vehicles - PW Streets	65,757	-	(65,757)	-100%	336,187	96,975	(239,212)	-71%	866,000	96,975	11%
Vehicles - Municipal Building	-	-	-	0%	-	47,681	47,681	100%	65,000	47,681	73%
Vehicles - WRC	-	-	-	0%	264,923	-	(264,923)	-100%	-	-	0%
Vehicles - Water	-	-	-	0%	11,742	150,645	138,904	1183%	152,000	150,645	99%
<b>Expenditure Totals</b>	<b>\$ 109,034</b>	<b>\$ -</b>	<b>\$ (109,034)</b>	<b>-100%</b>	<b>\$ 861,915</b>	<b>\$ 363,683</b>	<b>\$ (498,232)</b>	<b>-58%</b>	<b>\$ 1,358,000</b>	<b>\$ 363,683</b>	<b>27%</b>
<b>Net Increase / (Decrease)</b>	<b>\$ (109,034)</b>	<b>\$ -</b>	<b>\$ 109,034</b>		<b>\$ 843,779</b>	<b>\$ 1,521,659</b>	<b>\$ 677,880</b>		<b>\$ 527,342</b>	<b>\$ 1,521,659</b>	

\* Due to the uncertainty of timing of vehicle purchases, no YTD budget estimates are shown.

Village of Carol Stream  
**Schedule of Cash and Investment Balances**  
September 30, 2024

FUND	CASH	LGIPs*	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 9/30/2023
GENERAL FUND	\$ 842,710.20	\$ 11,523,598.52	\$ -	\$ 12,366,308.72	\$ 11,836,908.39
WATER & SEWER FUND	45,496.55	17,065,944.86	-	17,111,441.41	15,159,340.82
CAPITAL PROJECTS FUND	1,506,272.47	17,434,667.11	-	18,940,939.58	19,346,728.15
MFT FUND	-	5,090,234.44	-	5,090,234.44	4,263,140.22
EQUIPMENT REPL. FUND	-	6,146,375.30	-	6,146,375.30	5,089,708.20
NORTH/SCHMALE TIF FUND	777,400.74	1,474,231.01	-	2,251,631.75	1,847,243.28
POLICE PENSION FUND	154,667.12	2,251,535.88	78,823,863.28	81,230,066.28	70,021,976.34
STATE ASSET SEIZURE FUND	443,441.72	-	-	443,441.72	275,997.66
FEDERAL ASSET SEIZURE FUND	72,524.11	-	-	72,524.11	96,301.61
<b>TOTAL</b>	<u>\$ 3,842,512.91</u>	<u>\$ 60,986,587.12</u>	<u>\$ 78,823,863.28</u>	<u>\$ 143,652,963.31</u>	<u>\$ 127,937,344.67</u>

\* Local Government Investment Pools (LGIP) include the Illinois Funds and PMA IPRIME.