

SECTION 2 [Sections 2 through 8 must be completed for each redevelopment project area listed in Section 1.]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

Primary Use of Redevelopment Project Area*:	
*Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed.	
If "Combination/Mixed" List Component Types:	
Under which section of the Illinois Municipal Code was the Redevelopment Project Area designated? (check one):	
Tax Increment Allocation Redevelopment Act	<input checked="" type="checkbox"/>
Industrial Jobs Recovery Law	

Please utilize the information below to properly label the Attachments.

	No	Yes
For redevelopment projects beginning prior to FY 2022, were there any amendments, to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (Labeled Attachment A).		
For redevelopment projects beginning in or after FY 2022, were there any amendments, enactments or extensions to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment, enactment or extension, and a copy of the redevelopment plan (Labeled Attachment A).	X	
Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (Labeled Attachment B).		X
Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (Labeled Attachment C).		X
Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (Labeled Attachment D).		X
Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (Labeled Attachment E).	X	
Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (Labeled Attachment F).		X
Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (Labeled Attachment G).	X	
Were there any reports <u>submitted to</u> the municipality <u>by</u> the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (Labeled Attachment H).		X
Were any obligations issued by the municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached (Labeled Attachment J).	X	
An analysis prepared by a financial advisor or underwriter, chosen by the municipality , setting forth the nature and term of obligation; projected debt service including required reserves and debt coverage; and actual debt service. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, the Analysis and an accompanying letter from the municipality outlining the contractual relationship between the municipality and the financial advisor/underwriter <u>MUST</u> be attached (Labeled Attachment J).	X	
Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose audited financial statements of the special tax allocation fund (Labeled Attachment K).		X
Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (Labeled Attachment L).		X
A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose the list only, not actual agreements (Labeled Attachment M).	X	
For redevelopment projects beginning in or after FY 2022, did the developer identify to the municipality a stated rate of return for each redevelopment project area? Stated rates of return required to be reported shall be independently verified by a third party chosen by the municipality. If yes, please enclose evidence of third party verification, may be in the form of a letter from the third party (Labeled Attachment N).	X	
Letter from the Mayor/Village President designating the municipality's TIF Administrator. Must include the phone number and email address of the designated party (Labeled Attachment O.)	X	

SECTION 3.1 [65 ILCS 5/11-74.4-5 (d)(5)(a)(b)(d)) and (65 ILCS 5/11-74.6-22 (d) (5)(a)(b)(d)]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

Provide an analysis of the special tax allocation fund.

Special Tax Allocation Fund Balance at Beginning of Reporting Period \$ 1,846,718

SOURCE of Revenue/Cash Receipts:	Revenue/Cash Receipts for Current Reporting Year	Cumulative Totals of Revenue/Cash Receipts for life of TIF	% of Total
Property Tax Increment	\$ 520,037	\$ 3,385,183	41%
State Sales Tax Increment			0%
Local Sales Tax Increment			0%
State Utility Tax Increment			0%
Local Utility Tax Increment			0%
Interest	\$ 78,123	\$ 200,380	2%
Land/Building Sale Proceeds			0%
Bond Proceeds			0%
Transfers from Municipal Sources		\$ 3,500,000	42%
Private Sources	\$ 128,025	\$ 1,248,656	15%
Other (identify source _____; if multiple other sources, attach schedule)			0%

All Amount Deposited in Special Tax Allocation Fund \$ 726,185

Cumulative Total Revenues/Cash Receipts \$ 8,334,219 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2) \$ 593,689

Transfers to Municipal Sources

Distribution of Surplus

Total Expenditures/Disbursements \$ 593,689

Net/Income/Cash Receipts Over/(Under) Cash Disbursements \$ 132,496

Previous Year Adjustment (Explain Below)

FUND BALANCE, END OF REPORTING PERIOD* \$ 1,979,214

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

Previous Year Explanation:

SECTION 3.2 A [65 ILCS 5/11-74.4-5 (d) (5) (c) and 65 ILCS 5/11-74.6-22 (d) (5)(c)]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND

PAGE 1

Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)]	Amounts	Reporting Fiscal Year
1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost.		
		\$ -
2. Annual administrative cost.		
REIMBURSEMENT OF VILLAGE COSTS	\$ 147,000	
LEGAL SERVICES	\$ 792	
		\$ 147,792
3. Cost of marketing sites.		
		\$ -
4. Property assembly cost and site preparation costs.		
		\$ -
5. Costs of renovation, rehabilitation, reconstruction, relocation, repair or remodeling of existing public or private building, leasehold improvements, and fixtures within a redevelopment project area.		
		\$ -
6. Costs of the construction of public works or improvements.		
PUBLIC INFRASTRUCTURE IMPROVEMENTS	\$ 100,585	
		\$ 100,585

SECTION 3.2 A

PAGE 2

7. Costs of eliminating or removing contaminants and other impediments.		
		\$ -
8. Cost of job training and retraining projects.		
		\$ -
9. Financing costs.		
PAYMENT OF PRINCIPAL ON TIF NOTE FOR PROPERTY ASSEMBLY COSTS	\$ 246,914	
PAYMENT OF INTEREST EXPENSE ON TIF NOTE FOR PROPERTY ASSEMBLY COSTS	\$ 98,398	
		\$ 345,312
10. Capital costs.		
		\$ -
11. Cost of reimbursing school districts for their increased costs caused by TIF assisted housing projects.		
		\$ -
12. Cost of reimbursing library districts for their increased costs caused by TIF assisted housing projects.		
		\$ -

SECTION 3.2 A
PAGE 3

13. Relocation costs.		
		\$ -
14. Payments in lieu of taxes.		
		\$ -
15. Costs of job training, retraining, advanced vocational or career education.		
		\$ -
16. Interest cost incurred by redeveloper or other nongovernmental persons in connection with a redevelopment project.		
		\$ -
17. Cost of day care services.		
		\$ -
18. Other.		
		\$ -
TOTAL ITEMIZED EXPENDITURES		\$ 593,689

SECTION 3.3 [65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source

FUND BALANCE BY SOURCE

\$	1,979,214
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1. Description of Debt Obligations	Amount of Original Issuance	Amount Designated
Non-Recourse Development Note	\$ 3,500,000	
Total Amount Designated for Obligations	\$ 3,500,000	\$ -

2. Description of Project Costs to be Paid	Amount of Original Issuance	Amount Designated
Projected Future Outlot Development Costs		\$ 1,825,442
Costs of the construction of public works or improvements		\$ 1,047,566
Total Amount Designated for Project Costs		\$ 2,873,008

TOTAL AMOUNT DESIGNATED \$ 2,873,008

SURPLUS/(DEFICIT) \$ (893,794)

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X

Indicate an 'X' if no property was acquired by the municipality within the redevelopment project area.

Property (1):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (2):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (3):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (4):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (5):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (6):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

Property (7):	
Street address:	
Approximate size or description of property:	
Purchase price:	
Seller of property:	

SECTION 5 [20 ILCS 620/4.7 (7)(F)]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

PAGE 1

Page 1 MUST be included with TIF report. Pages 2 and 3 are to be included ONLY if projects are listed.

Select ONE of the following by indicating an 'X':

1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area.	
2. The municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a and 2b.)	X
2a. The total number of ALL activities undertaken in furtherance of the objectives of the redevelopment plan.	1
2b. The NUMBER of new projects undertaken in fiscal year 2022 or any fiscal year thereafter, within the Redevelopment Project Area.	No

LIST ALL projects undertaken by the Municipality Within the Redevelopment Project Area:

TOTAL:	11/1/99 to Date	Estimated Investment for Subsequent Fiscal Year	Total Estimated to Complete Project
Private Investment Undertaken (See Instructions)	\$ 23,489,461	\$ -	\$ -
Public Investment Undertaken	\$ 3,500,000	\$ -	\$ -
Ratio of Private/Public Investment	6 69/97		0

Project 1 Name:

Private Investment Undertaken (See Instructions)	\$ 23,489,461		
Public Investment Undertaken	\$ 3,500,000		
Ratio of Private/Public Investment	6 69/97		0

Project 2 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 3 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 4 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 5 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

Project 6 Name:

Private Investment Undertaken (See Instructions)			
Public Investment Undertaken			
Ratio of Private/Public Investment	0		0

SECTION 7 [Information in the following section is not required by law, but may be helpful in evaluating the performance of TIF in Illinois.]

FY 2025

Name of Redevelopment Project Area:

North Ave/Schmale Rd TIF District

Provide a general description of the redevelopment project area using only major boundaries.

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Optional Documents	Enclosed
Legal description of redevelopment project area	
Map of District	



Village of Carol Stream

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

September 30, 2025

Illinois Office of the Comptroller
Local Government Division
100 West Randolph Street, Suite 15-500
Chicago, Illinois 60601

Re: Village of Carol Stream
North Ave/Schmale Road TIF
Unit Code 022/030/32
Attachment B

To whom it may concern:

Pursuant to the provisions of the Tax Increment Allocation Redevelopment Act ("Act"), to the best of my knowledge and belief, and based on the attached representations of the Village's legal counsel, the Village of Carol Stream is in compliance with the provisions of the Act for the above-referenced tax increment financing district as of and for the year ended April 30, 2025.

Sincerely,

William Holmer
Village Manager



ATTACHMENT C

October 23, 2025

Office of the Illinois State Comptroller
Local Government Division
100 West Randolph Street
Suite 15-500
Chicago, Illinois 60601

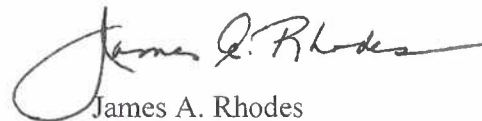
**Re: Attorney Review of Village of Carol Stream North Avenue/Schmale Road
TIF
Unit No. 022/030/32**

To Whom It May Concern:

Please be advised that I am the duly appointed Village Attorney for the Village of Carol Stream, Illinois. In my capacity as the Village Attorney I have conducted a review of all information provided to me by the Village staff and consultants in connection with the above referenced North Avenue/Schmale Road TIF. Based upon that review, it is my opinion that the Village has conformed to all the applicable requirements of the Illinois Tax Increment Allocation Redevelopment Act for the fiscal year beginning May 1, 2024 and ending April 30, 2025.

Very truly yours,

KLEIN, THORPE & JENKINS, LTD.



James A. Rhodes

cc. Jon Batek

North Ave/ Schmale Rd TIF
Unit Code 022/030/32

Attachment D

AGENDA ITEM
H-4 11/18/24

Village of Carol Stream

Interdepartmental Memo

TO: William Holmer, Village Manager
FROM: Adam Frederick, Assistant Village Engineer
DATE: November 13, 2024
RE: Award of Contract for Phase I, II and III Engineering Services for the North Avenue and Schmale TIF District Watermain Extension Project

In 2011 the Village approved the North Avenue and Schmale Road Tax Increment Financing District Redevelopment Project Area. The TIF area generally includes the Caputo's site along with the undeveloped outlots along the west side of Schmale Road just south of North Avenue. Some items included in the TIF plan are street and sidewalk improvements to North Avenue and Schmale Road, landscaping enhancements, and utility improvements such as watermain, wastewater, and stormwater management.

The existing two undeveloped outlots at the Caputo's property currently do not have an efficient means of obtaining water service to new buildings. Each building would need a separate long water service augured under Schmale Road, which is a huge cost for each developer, making development of each site less feasible. Staff proposes to use TIF funds to install a public watermain along the west side of Schmale Road so each development would only require a short service connection making development much more economical. Furthermore, Chipotle at 114 S. Schmale, one of the vacant outlots, recently applied for building permits. This public watermain project will need to be installed to coincide with the Chipotle's building and site utility construction.

Thomas Engineering Group (TEG) is familiar with the area as they completed engineering services for the Schmale, Geneva, St. Charles Watermain Replacement Project. For this reason, staff contacted TEG and negotiated a scope of services and fees. The scope includes Phase I, II and III Engineering Services for the watermain project and the proposed fee of \$149,266.39.

As of April 30th, the North Avenue and Schmale TIF District fund balance is at approximately \$1.8 Million. The Village Attorney has determined this balance is eligible to be utilized for all engineering and construction costs of this proposed public watermain project. Staff therefore recommends approving the Agreement with Thomas Engineering Group for Professional Services to provide Phase I, II and III engineering for the North Avenue and Schmale TIF District Watermain Extension Project at a cost not to exceed \$149,266.39, pursuant to the provisions of Sections 5-8-3(B), 5-8-14 (A) of the Carol Stream Code of Ordinances.

Cc: Bill Cleveland, Director of Engineering Services
Jon Batek, Finance Director
Brad Fink, Director of Public Works
Jonathan Pawlowski, Engineering Technician

Attachments:
Professional Services Agreement from Thomas Engineering Group

North Ave / Schmale Rd TIF
Unit Code 022/030/32



Village of Carol Stream

FRANK SAVERINO, SR., MAYOR • JULIA SCHWARZE, CLERK • WILLIAM HOLMER, MANAGER
500 N. Gary Avenue • Carol Stream, Illinois 60188-1899
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PROFESSIONAL SERVICES AGREEMENT

“North Avenue and Schmale Road TIF District Watermain Extension Project”

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

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

1. This Agreement shall embrace and include all of the Agreement Documents listed below and shall be incorporated herein by reference:
 - a. This Agreement
 - b. General Terms and Conditions
 - c. Proposal for Professional Services dated November 14, 2024 (hereinafter referred to as the “Proposal”).
 - i. Scope of Services
 - ii. Engineering Services Schedule
 - iii. Fees – Engineering Services
 - d. Certificate(s) of Insurance
2. The Consultant shall sign this Agreement and return it to the Village along with the Certificate(s) of Insurance required per the General Terms and Conditions. The Consultant shall not commence work under this Agreement until provided with a fully-executed Agreement and a written Notice to Proceed from the Village.
3. This Agreement and the Agreement Documents represent the entire Agreement between the parties and may not be modified without the written approval of both parties.

VILLAGE OF CAROL STREAM

IN WITNESS WHEREOF, the Consultant has hereunto set their hands this 14th day of November, 2024.

Kevin VanDeWoestyne, P.E.
(Printed Name)

Principal
(Printed Title)

[Signature]
(Signature)

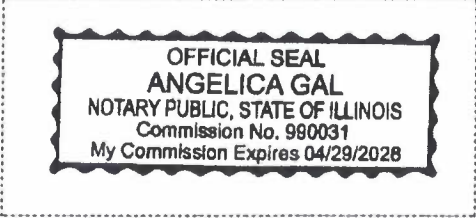


(Corporate Seal)

NOTARY PUBLIC – STATE OF ILLINOIS

Subscribed and Sworn to before me this 14th day of November, 2024

[Signature]
(Signature)



(Notary Seal)

THE VILLAGE OF CAROL STREAM, ILLINOIS

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

By _____ Director of Engineering Services

I. GENERAL TERMS & CONDITIONS

1. SCOPE OF SERVICES.

1.1 SERVICES TO BE PROVIDED BY THE PARTIES.

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

1.2 RELATIONSHIP

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

1.3 ACCESS TO INFORMATION

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

1.4 PERSONNEL

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

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

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

1.5 REPORTS AND INFORMATION

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

1.6 FINDINGS CONFIDENTIAL

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

1.7 COPYRIGHT

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

1.8 ERRORS & OMISSIONS

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

2. COMPENSATION AND METHOD OF PAYMENT.

2.1 COMPENSATION.

The Village shall pay the Consultant in accordance with the hourly rate charges contained in the Fees – Engineering Services section of the Proposal for Professional Services, up to the **not-to-exceed cost of \$149,266.39** for all services to be provided under this Agreement, including such allowable expenses agreed upon by the parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on invoices, supported by appropriate documentation of costs actually incurred.

2.2 RECORDS.

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

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

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

2.3 CHANGES, MODIFICATIONS AND AMENDMENTS.

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

2.4 TAXES.

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

2.5 PROMPT PAYMENT ACT.

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

3. COMMENCEMENT AND TIME OF PERFORMANCE.

3.1 COMMENCEMENT OF WORK.

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

3.2 TIME OF PERFORMANCE.

The Consultant shall provide the professional services and submit all deliverables in accordance with the following requirements, by **May 26, 2025**. If requested, the Village may at its sole discretion elect to extend milestones and completion dates if sound justification and documentation is provided by the Consultant.

4. INSURANCE AND INDEMNIFICATION.

4.1 INSURANCE.

The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Illinois State agency, shall be filed with the state of Illinois for approval. The Consultant shall not allow any sub-consultant to commence work on his subcontract until all similar insurance required for the sub-consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.

4.1.1 INSURANCE RATING

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

4.1.2 WORKER'S COMPENSATION INSURANCE

Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all sub-consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

4.1.3 COMMERCIAL GENERAL LIABILITY INSURANCE

The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any sub-consultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a sub-consultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his sub-consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.

4.1.4 INSURANCE COVERING SPECIAL HAZARDS

Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

4.1.5 LICENSED AND NON-LICENSED MOTOR VEHICLES

The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

4.1.6 SUB-CONSULTANT'S INSURANCE

The Consultant shall require that any and all sub-consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

4.1.7 ADDITIONAL INSUREDS

The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

4.2 INDEMNIFICATION.

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

5. COMPLIANCE WITH THE LAW AND CERTIFICATIONS.

5.1 COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

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

5.2 EQUAL EMPLOYMENT OPPORTUNITY

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

- a. The Consultant will not discriminate against any employee or applicant for employment

because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.

- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

5.5 AUTHORIZED TO DO BUSINESS IN ILLINOIS

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

5.6 CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS – 720 ILCS 5/33E-1

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

5.7 PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE – 65 ILCS 5/11-42.1

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

5.8 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

5.9 DEBARMENT

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

5.10 INTEREST OF MEMBERS OF THE VILLAGE

The Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the project, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.

5.11 INTEREST OF CONSULTANT AND EMPLOYEES

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

5.12 AUDITS AND INSPECTIONS

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

6. GENERAL PROVISIONS.

6.1 AMENDMENT.

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

6.2 ASSIGNABILITY

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

6.3 SEVERABILITY

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

6.4 VENUE AND GOVERNING LAW.

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

6.5 ARBITRATION AND MEDIATION.

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

6.6 NO WAIVER BY PAYMENT.

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

6.7 FREEDOM OF INFORMATION ACT.

The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village has contracted. The Village will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Consultant acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The undersigned agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorneys' fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

6.8 LIMITATION OF LIABILITY PROVISIONS.

Notwithstanding any inconsistent or contrary provision in the Agreement Documents, the Village shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Consultant.

6.9 AUTHORITY TO EXECUTE.

6.9.1 THE VILLAGE.

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

6.9.2 THE CONSULTANT.

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

6.10 ENTIRE AGREEMENT.

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

7. NOTICE.

7.1 NOTICES REQUIRED OR PERMITTED

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

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

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

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

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

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

8. TERMINATION.

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

8.1 TERMINATION FOR CAUSE.

If the Consultant fails to comply with the terms and conditions of this Agreement or to adequately perform any provisions of this Agreement, or whenever the Consultant is unable to substantiate full compliance with provisions of this Agreement, the Village may terminate the Agreement pending corrective actions or investigation, effective not less than fourteen (14) calendar days following written notification to the Consultant of its authorized representative. At the end of the fourteen (14) calendar days the Village may terminate the Agreement, in whole or in part, if the Consultant fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:

- a. The lack of compliance with the provisions of this Agreement was of such scope and nature that the Village deems continuation of the Agreement to be substantially detrimental to the interest of the Village;
- b. The Consultant has failed to take satisfactory action as directed by the Village or its authorized representative within the time period specified by the Village;
- c. The Consultant has failed within the time specified by the Village or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

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

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

8.2 TERMINATION FOR OTHER GROUNDS

This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time

- provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
 - c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
 - d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

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

PROPOSAL

FOR

**THE VILLAGE OF CAROL STREAM
CAROL STREAM, ILLINOIS**

**North Avenue and Schmale Road TIF District
Watermain Extension Project**

PHASE I, II, & III ENGINEERING SERVICES

PREPARED BY:

**Kevin C. VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head**

November 14, 2024



Proposal for Phase I, II, & III Engineering Services North Avenue and Schmale Road TIF District Watermain Extension Village of Carol Stream, Carol Stream, IL

PROJECT UNDERSTANDING

The Village of Carol Stream (Village) is seeking professional engineering services for Phase I and II design engineering, and Phase III construction engineering services, for the extension of the Village's water main along Schmale Road to serve the proposed Chipotle Restaurant development at 120 S. Schmale Road, scheduled for construction commencement in early 2025.

Currently, the Village does not own or maintain a public potable water main within the western right-of-way (ROW) of Schmale Road between approximately 108 S. Schmale Road and 200 S. Schmale Road. The existing water main within the western ROW of Schmale Road transitions to the eastern ROW of Schmale Road near 108 S. Schmale Road and extends south to approximately St. Charles Road. However, the portion of existing water main between approximately Burns Street and St. Charles Road is fragile ten-inch (10") diameter cast iron pipe constructed in circa 1968.

To help facilitate construction of the Chipotle Restaurant development and a future Caputo's Phase 2 Development at the southeast corner of the Caputo's development site (i.e., 140 S. Schmale Road), the Village is considering the use of TIF funds to extend the Village's water main along the western ROW of Schmale Road.

The extension is anticipated to consist of the installation of approximately 1,000 lineal feet of water main and appurtenances (i.e., fire hydrants, valves, etc.) from approximately 108 S. Schmale Road to approximately Burns Street, crossing under Schmale Road near Burns Street and connecting onto the Village's existing water main. Size of the water main extension is to be determined during Phase I engineering services and will depend on water model results performed by the Village. In addition, as part of the project, the Village is considering the replacement or lining of the existing cast iron pipe constructed in circa 1968.

The preferred alignment would be based on finding the most feasible, cost-effective route while taking into account the location of existing utilities, required timeline(s) to obtain permit(s) from controlling agencies (e.g., Illinois Environmental Protection Agency, DuPage County, etc.), attempting to minimize potential impacts to existing pavement, private property, signs, and access/services to area businesses and residents, and ease of future maintenance. The Village desires to install the water main onto private property within a dedicated easement.

SCOPE OF SERVICES

The following Base Scope of Services will be provided by Thomas Engineering Group, LLC (TEG) and subconsultants, where indicated.

1) Administration, Meetings and Coordination

1.1 Administration. TEG's Project Manager will manage scope, schedule, and budget, and perform administrative tasks needed for the successful completion of this work. TEG's Project Manager will maintain regular communication with Village staff and provide periodic progress updates.

1.2 Meetings. TEG will provide coordination, preparation of exhibits/meeting materials, attend meetings, and prepare meeting minutes to help ensure a successful project. We anticipate the following meeting will be required:

- a. Project Kickoff Meeting
- b. DuPage County Highway Department Pre-Application Meeting
- c. Phase I Alternative Alignment Review (1 Anticipated)
- d. Progress Meetings (3 Total)
- e. Easement and Project Coordination Meeting with:
 - i. Caputo's (1 Anticipated)
 - ii. Pro Wrench Trucking Services (1 Anticipated)
 - iii. Niransan Shah, property owner of The Covered Bridges Apartments located at the northeast corner of Schmale Road and Burns Street (PIN #05-04-200-024) (1 Anticipated)
- f. On-site Meetings, as needed (2 Anticipated)

1.3 Coordination. TEG will provide consistent and timely coordination and follow-up throughout the project related to all the appropriate items included in this Scope of Services.

2) Data Collection

2.1 Existing Utilities. Collection of existing utility data within the project area.

2.2 Schmale Road Corridor Improvements and Private Development Plans.

Obtain any available construction plans for the existing reach of Schmale Road.

2.3 Floodplain Studies. – N/A

3) Topographic Survey

3.1 Topographic Survey. Gather topography of the land with contours shown at one foot (1') intervals. Topographic data shall refer to the U.S.G.S. North American Datum--Mean Sea Level Elevation. Survey will include right-of-way identification, utilities, and cross sections at 50' intervals between project limits. Survey will extend a minimum 50' west of the western ROW of Schmale Road and as necessary to capture appropriate information to design a water main connection near the northeast corner of Schmale Road and Burns Street.

3.2 **Utility Inspections.** TEG will obtain invert information for all utilities within the project boundary.

3.3 **Basemapping.** The survey and base information will include digital terrain modeling for contour, profile, and cross-section work.

4) Environmental and Sub-Surface Geotechnical Investigation (TEG/Rubino Engineering, Inc.)

4.1 Environmental Studies – N/A

4.2 Soil Borings, Sampling, and Laboratory Analysis: Rubino Engineering, Inc. (Rubino) will perform soil sampling and provide a geotechnical report. Rubino will conduct soil sampling activities within the proposed limits of excavation with laboratory analysis necessary to obtain CCDD Certification:

- a. Pavement Cores – N/A
- b. Soil Borings – 2 Borings at 7.5' depth
- c. Soil Classification
- d. Laboratory Testing
- e. CCDD Certification
- f. pH Analysis

5) Phase I Engineering – Alternative Alignment Evaluation

5.1 While Topographic Survey and Geotechnical Investigations are being conducted, TEG will develop alternative alignment concepts for the Village's consideration. Concepts will be presented as single line drawings overlaid onto the Village's existing GIS maps/information. TEG will evaluate the feasibility and probable construction costs to rehabilitate the portion of existing cast iron water main between approximately Burns Street and St. Charles Road.

6) Plats of Easement for Construction and Maintenance

6.1 TEG will develop Utility Easement Documents, as necessary, for execution by appropriate parties for installation and maintenance of the proposed water main outside the public right-of-way. Up to six (6) Plats of Easements and legal descriptions are anticipated.

7) Phase 2 Design Engineering – Preparation of plans, Specifications, Estimates, and Temporary Construction Easement Documents

7.1 TEG will use data collected to develop plans, specifications, and quantity takeoffs in accordance with applicable Local, County, and State Standards.

7.2 TEG will prepare construction staging control concepts for review by the Village.

7.3 The contract plans will include:

- a. Cover Sheet and Location Map
- b. Legend, general notes, and typical sections
- c. Summary and schedule of quantities

- d. Alignments, Ties, and Benchmarks
- e. Sediment and Erosion Control Plan
- f. Removal Plans
- g. Utility Plan and Profile Sheets
- h. Maintenance of Traffic (MOT) Plans
- i. Landscape Restoration Plans
- j. Construction Details
- k. Submittal to the Village by required at 50%, 75%, and 100% completions. TEG will track these comments and offer a written response to each comment. This will also include and Engineer's Estimate of Probable Construction Cost.

7.4 TEG will develop Temporary Construction Easement Documents, as necessary, for execution by appropriate parties for installation of the proposed water main outside the public right-of-way. Up to six (6) Temporary Construction Easements are anticipated.

8) Permitting

8.1 TEG will complete the necessary permit applications for construction approval by the DuPage County DOT and the Illinois Environmental Protection Agency.

9) QA/QC

9.1 TEG will conduct QC/QA throughout the project. It is our experience that this leads to smoother construction with fewer changes to cost and schedule.

10) Bid Assistance

10.1 TEG will support the Village to ensure a competitive bidding process. Issuing any plan revisions and addendums will be completed as necessary. TEG will also be prepared to answer any technical questions that arise during the bidding process. TEG will evaluate bids, check for accuracy and discrepancies, check references, and provide a letter of recommendation for award to the Village.

11) Phase III Construction Engineering Services

TEG has assembled a construction team with members that have substantial relevant experience and are experts in community relations, water main construction, construction staging, and contractor oversight. TEG is proposing to have our Resident Engineer oversee the underground water main work, public outreach during construction, and documentation of contract quantities.

11.1 Pre-Construction Tasks:

- a. Chair a preconstruction conference with the contractor, Village, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.

- b. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- c. Review the construction schedule submitted by the contractor for compliance with the contract.
- d. Check and approve, or reject and request resubmittal of submittals made by the contractor for compliance with the contract documents.
- e. Verify all construction staking for principal components of the work.
- f. Assist the Village with public communications and resident newsletters, if desired, in accordance with the Village's preferred method.

11.2 Construction Tasks:

- a. Provide Public Outreach and Communication and provide content for Village Website, E-blasts, and Newsletters on a weekly/bi-weekly basis as determined necessary by the Village.
- b. Coordinate with and provide necessary information to businesses which may be impacted by construction activities.
- c. Keep an inspector's daily report book in the Village's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
- d. Be present whenever the contractor is performing work on-site, associated with the project.
- e. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
- f. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
- g. TEG will extensively document (via photographs, video and written documentation) the contractor's activities.
- h. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
- i. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
- j. Perform traffic control and erosion control checks.
- k. TEG proposes to forego independent quality assurance testing by reviewing the contractor's quality control plan for materials incorporated into the Project and conducting reviews of all Portland cement concrete and hot-mix asphalt sampling and testing reports.
- l. Prepare payment requisitions and change orders utilizing Village preferred forms. Review applications for payment with the Contractor for compliance

- with established submission procedure and forward them with recommendations to the Village.
- m. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
 - n. Conduct final inspection with the Village and prepare a final list of items to be corrected.
 - o. Verify that all items on the final list have been corrected and make recommendations to the Village.
 - p. Maintain a set of Record Drawings on which all changes are noted.

11.3 **Post-Construction Tasks:**

- a. Close out project within 30 days after all construction is completed.
- b. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.
- c. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
- d. Compile and submit final documentation.
- e. Pursue and complete final close-out.

ENGINEERING SERVICES SCHEDULE

TEG proposes to complete final engineering design and develop bid documents by February 28, 2025, thereby allowing the Village to bid the project in March 2025 and begin construction in April 2025. TEG has identified the primary design tasks and identified the critical path to complete all engineering in order to proceed with construction in April 2025. Our schedule below depicts an expedited three (3) month duration from the Notice to Proceed through Design Approval (exclusive of obtaining permits from controlling agencies):

Project Milestones - Anticipated Completion Date

- TEG Contract Award – Board of Trustees Approval – November 18, 2024
- Notice to Proceed – November 20, 2024
- Kick-Off Meeting – November 25, 2024
- Data Collection/Data Analysis/Design Stage J.U.L.I.E. – December 2, 2024
- DuPage County (DPC) Highway Permit – Initial Coordination & Kick-Off Meeting – Week of December 2, 2024
- Topographic Survey – December 6, 2024
- Geotechnical Survey – December 16, 2024
- Phase I Engineering Services – December 13, 2024
- Plats of Easement Documents – December 20, 2024
- 65% Plan Preparation – January 10, 2025
- Easement Coordination Meeting with Caputo's, Pro Wrench Trucking Services, Niransan Shah – Week of January 13, 2025

- Village Review/Consensus Reached – January 17, 2025
- Pre-Final Design Engineering 75% Plan Preparation and Temporary Construction Easement Document Preparation – January 24, 2025
- Village Review/Consensus Reached – January 31, 2025
- Final Plans, Specifications, and Estimates Preparation – February 14, 2025
- Village Review/Consensus Reached – February 21, 2025
- IEPA, DuPage County, and necessary Governmental Agency Permit Applications and Final Submission – February 24, 2025
- Final Plans/Bid Documents – February 28, 2025
- Advertise for Bidding – March 3, 2025
- Bid Opening March 24, 2025
- Village Board Approval/Award – April 7, 2025
- Construction Notice to Proceed April 16, 2025
- Pre-Construction Meeting – April 16, 2025
- Construction Substantially Completed – May 26, 2025

FEES - ENGINEERING SERVICES

The following represents what TEG has developed in terms of an engineering services cost estimate. We have utilized an IDOT standard Cost Estimate of Consultant Services (CECS) and Direct Labor Multiplier (DLM) method of compensation. While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village of Carol Stream may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein. We look forward to being selected by the Village and can negotiate the scope and effort to meet the exact expectation of the Village. TEG is excited to serve the Village of Carol Stream and dedicated to providing outstanding service and content.

Phase I Engineering Services	\$ 20,172.62
Services by Others (Rubino Engineering, Inc.)	\$ 10,000.00
Phase II Design Engineering Services	\$ 56,956.11
Phase III Construction Engineering Services	\$ 59,862.66
Our direct costs** are estimated at	<u>\$ 2,275.00</u>
Proposed Not-to Exceed Fee (Total)	<u>\$ 149,266.39</u>

** Our direct costs represent 35 vehicle days x \$65/day

Our proposed Phase III work effort is structured accordingly so that a TEG representative is present at all times when major work is occurring, based on 8 hours per day. For purposes of estimating, TEG is anticipating that all work is completed in 35 Working Days or less:

Our team understands the context of this project and is ecstatic about continuing to work with the Village to deliver the necessary final contract documents. We are committed to performing this project at the highest level and make this our most important assignment. The people to be assigned to this project will be our A-team personnel and we are committed to a project completed on time, within budget, and providing long-term value for Carol Stream.

We look forward to answering any questions that you may have about our firm, staff, or experience. If you have any questions, or require additional information, please feel free to contact me direct at (847) 815-9500 or via email at kevinv@thomas-engineering.com.

In advance, thank you for your consideration.

Sincerely,
thomas engineering group, llc

A handwritten signature in blue ink, appearing to read 'Kevin VanDeWoestyne', with a stylized flourish extending to the right.

Kevin VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head



Village of Carol Stream

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

Carol Stream- North Ave/Schmale Rd TIF Unit Code 022/030/32

Attachment F

Fund resources received were allocated toward payments on the non-recourse note.

DRAFT

**MINUTES OF THE JOINT REVIEW BOARD
CAROL STREAM NORTH AVENUE AND SCHMALE ROAD
TAX INCREMENT FINANCING (TIF) DISTRICT
MONDAY, DECEMBER 9, 2024
10:00 A.M.**

Members Present:

Frank Saverino, Sr. Mayor, Village of Carol Stream/Chairman, Joint Review Board
Jordan Thorse, Director for Business Operations and Treasurer, Community Unit
School Dist. 200
Paul Hoss, DuPage County
Mike Ashby, Public Member

Staff/Others Present:

William Holmer, Village Manager, Village of Carol Stream
Marc Talavera, Assistant Village Manager, Village of Carol Stream
Jon Batek, Finance Director, Village of Carol Stream
Don Bastian, Community Development Director, Village of Carol Stream

Chairman Saverino called the meeting to order at 10:00 a.m.

Approval of Minutes of December 18, 2023 Joint Review Board. Moved by Mr. Hoss, seconded by Mr. Ashby, motion approved unanimously.

Chairman Saverino turned the meeting over to Finance Director Jon Batek who briefly summarized the financial reports which had been sent out prior to the meeting.

Results of the audit of fiscal year 2023/24 were discussed. FY24 represented the eleventh year in which incremental property taxes were collected by the TIF. Total increment collected in FY24 was \$485,127, an increase of \$26,733 or 5.3% from the previous year.

Pursuant to the redevelopment agreement, the Village transfers 50% of sales taxes produced on the main Caputo's grocery/warehouse parcel to the TIF each year. Total sales taxes contributed during FY24 were \$130,891, an increase of 2.8% from FY23. The most significant increase in total fund revenues in terms of total dollars as well as percentage increase came from interest earnings on fund balances. Funds invested during the year earned between 5.0% and 5.5% for total interest earnings of \$69,453, more than double the amount earned in the prior fiscal year.

Total revenues of the TIF in FY24 were \$685,471, an increase of 10.5% compared to FY23. Overall revenue performance was mostly influenced by the increase in property tax increment as well as the significant increase in interest earnings on balances within the TIF.

Looking to the expenditure side of the ledger, semiannual principal and interest payments on the \$3.5 million note are payable in accordance with the redevelopment agreement. These payments totaled \$319,502 in FY24, about 6.3% more than the prior year. Adding Village costs (legal fees), total year end expenditures were \$319,985. This resulted in a net increase to

North Ave/Schmale Rd TIF
Unit Code 022/030/32

Attachment H

the TIF fund balance of 365,486 for FY24. Ending total fund balance at April 30, 2024 was \$1.85 million.

It was noted that payments under the redevelopment agreement are limited to a maximum of 13 years for property tax increment plus sales taxes, with a possible 2 year extension for property tax increment, only if the full principal balance has not been repaid. The Village's obligation to make payments on the note ends in 15 years, regardless of any remaining outstanding principal balance. Through FY24, a total of \$980,957 in principal have been paid on the \$3.5 million note. Thus, with ten (10) years of payments completed, there are five (5) years remaining on the current redevelopment agreement. This does not include any amendments to the current agreement or the possibility of another redevelopment agreement on the outlot properties.

During the past year, the developer has continued to make progress in developing the outlot properties on the eastern frontage of their property which will include a Chipotle restaurant. On November 18, 2024, the Village awarded engineering contracts for the design and construction of watermain along the eastern frontage of the TIF property to serve the new development. This will be paid from available TIF funds.

There was general discussion related to the possibility of a new redevelopment agreement related to the outlot properties. The Village had previously requested identification of TIF eligible costs from the developer. To date, no such costs have been provided.

JRB members inquired about the projected final life of the TIF. Staff responded that while the initial 15-year redevelopment agreement is approximately 2/3rds complete at present, future development related to outlot properties, while picking up, has still been slower than anticipated which may mean the TIF has the potential to last for its full statutory life.

There being no further business, the meeting adjourned at 10:21 a.m.

Prepared by: Jon Batek, Finance Director

North Ave/Schmale Rd TIF
Unit Code 022/030/32

Attachment H

VILLAGE OF CAROL STREAM, IL

NORTH AVENUE/SCHMALE TAX INCREMENT FINANCING DISTRICT FUND
BALANCE SHEET

April 30, 2025

ASSETS	
Cash	\$ 1,973,803
Receivables	
Property Taxes	584,014
Due from Other Funds	<u>29,784</u>
TOTAL ASSETS	<u><u>\$ 2,587,601</u></u>
LIABILITIES AND FUND BALANCE	
LIABILITIES	
Accounts Payable	<u>\$ 24,373</u>
Total Liabilities	<u>24,373</u>
DEFERRED INFLOWS OF RESOURCES	
Unavailable Revenue	<u>584,014</u>
Total Deferred Inflows of Resources	<u>584,014</u>
Total Liabilities and Deferred Inflows of Resources	<u>608,387</u>
FUND BALANCE	
Restricted for Economic Development	<u>1,979,214</u>
Total Fund Balance	<u>1,979,214</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE	<u><u>\$ 2,587,601</u></u>

Attachment K
North Ave / Schmale Rd TIF
Unit Code 022/030/32

(See independent auditor's report on supplementary information.)

VILLAGE OF CAROL STREAM, IL

**NORTH AVENUE/SCHMALE TAX INCREMENT FINANCING DISTRICT FUND
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE**

For the Year Ended April 30, 2025

REVENUES	
Property Taxes	\$ 520,037
Investment Income	78,123
	<hr/>
Total Revenues	598,160
	<hr/>
EXPENDITURES	
Current	
General Government	792
Capital Outlay	100,585
Debt Service	
Principal Retirement	246,914
Interest and Fiscal Charges	98,398
	<hr/>
Total Expenditures	446,689
	<hr/>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	151,471
OTHER FINANCING SOURCES (USES)	
Transfers In	128,025
Transfers (Out)	(147,000)
	<hr/>
Total Other Financing Sources (Uses)	(18,975)
	<hr/>
NET CHANGE IN FUND BALANCE	132,496
FUND BALANCE , MAY 1	1,846,718
	<hr/>
FUND BALANCE, APRIL 30	\$ 1,979,214
	<hr/> <hr/>

*Attachment K
North Ave / Schmale Rd TIF
Unit Code 022/030/32*

(See independent auditor's report on supplementary information.)



1415 West Diehl Road, Suite 400
Naperville, IL 60563
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SIKICH.COM

CERTIFIED PUBLIC ACCOUNTANTS & ADVISORS
Members of American Institute of Certified Public Accountants

Attachment L

**INDEPENDENT ACCOUNTANT’S REPORT
ON MANAGEMENT’S ASSERTION OF COMPLIANCE**

The Honorable Mayor
Members of the Board of Trustees
Village of Carol Stream, Illinois

We have examined management’s assertion, included in its representation letter dated September 30, 2025, that the Village of Carol Stream, Illinois (the Village) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended April 30, 2025. Management is responsible for the Village’s assertion and for compliance with those requirements. Our responsibility is to express an opinion on management’s assertion about the Village’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether management’s assertion about compliance with the specified requirements is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about whether management’s assertion is fairly stated, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of management’s assertion, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the Village’s compliance with the specified requirements.

In our opinion, management’s assertion that the Village of Carol Stream, Illinois complied with the aforementioned requirements for the year ended April 30, 2025, is fairly stated, in all material respects.

This report is intended solely for the information and use of the Mayor, the Board of Trustees, management of the Village, the Illinois State Comptroller’s Office and the joint review Boards and is not intended to be and should not be used by anyone other than these specified parties.

Sikich CPA LLC

Naperville, Illinois
September 30, 2025

*North Ave / Schmale Rd TIF
Unit Code 022/030/32*