

# Village of Carol Stream

## BOARD MEETING

### AGENDA

JULY 16, 2018

7:30 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 July 2, 2018 Special Workshop.
2. Approval of Minutes of the July 2, 2018 Village Board Meeting.
3. Approval but not release of Executive Session Minutes of the July 2, 2018 Village Board Meeting.

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

1. Resolution No. 3030 Recognizing James Knudsen for Thirty Years of Service with the Village of Carol Stream.
2. Historical Spotlight: Carole Ellermeier, Carol Stream Historical Society.
3. Addresses from Audience (3 Minutes).

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

#### **E. SELECTION OF CONSENT AGENDA:**

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

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

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

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

1. Comprehensive Plan Progress Update. *Staff has provided a memorandum highlighting the Comprehensive Plan implementation accomplishments over the past year. For information purposes only; no action required.*

# *Village of Carol Stream*

## **BOARD MEETING**

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2. Agreement with GovTemps USA for Professional Administrative Services. *Recommendation to approve an Employee Leasing Agreement with GovTemps USA to staff the Administrative Assistant Position within the Public Works Department for the Period of July 16, 2018 through April 30, 2019 at a rate not to exceed \$1,127.00 per week.*
3. Engineering Services Agreement for Design, Bid Assistance Services and Construction Oversight for Water Storage Tank Floor Repair. *Recommendation to approve an Engineering Services Agreement with Baxter & Woodman, Inc., for Engineering Design, Bid Assistance and Construction Oversight Services for repairs to the Gerzevske Lane 2.5 million gallon water storage tank in an amount not-to-exceed \$29,400.00.*
4. Disapproval of bill from Dynamic Industrial Services, Inc., Contract No. 13-22-01-04/05-18, based upon claim for damage to water storage tank. *The Village received a payout request from Dynamic Industrial Services, Inc. for work done on two Village owned water storage facilities. Damages were subsequently discovered. Staff is requesting the Village Board not approve the payment at this time pending further investigation into the cause of the damage.*

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

1. Ordinance No. 2018-07-\_\_\_ Amending the Village of Carol Stream Code of Ordinances Relative to the Permitting, Regulation and Deployment of Small Wireless Facilities. *Public Act 100-0585, the Small Wireless Facilities Deployment Act was signed into law. The Act provides regulations and processes for permitting and deploying small cell wireless facilities in Illinois. The accompanying ordinance amends the Village's Code of Ordinances to comply with this mandate.*
2. Ordinance No. 2018-07-\_\_\_ Amending the Carol Stream Code of Ordinances, Chapter 2, "Appointed Officers and Employees", Article 7, "Officers and Employees Generally", Section 13, "Police Powers of Certain Employees". *Staff recommends approving amendments to the Carol Stream Code of Ordinances regarding Chapter 2, Article 7, Section 13, Police Powers of Certain Employees.*

# Village of Carol Stream

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

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

1. A request from the Carol Stream Park District for Temporary Lighting for Youth Football from 6-9 PM from July 30 thru November 16, 2018. *The Park District requests a code waiver from the Village Board to allow for temporary lighting in Red Hawk Park for weekday youth football practices during their 2018 season.*

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

1. Regular Bills: July 3, 2018 through July 16, 2018.
2. Addendum Warrants: July 3, 2018 through July 16, 2018.

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

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

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

1. Sale or lease of property owned by the public body pursuant to 5/ILCS 120/2 (c)(6).

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

1. Vacant Lots – Surrey Drive. *Authorization to list two Village owned parcels on Surrey Drive for sale.*

#### **P. ADJOURNMENT:**

<b>LAST ORDINANCE</b>	<b>2018-07-28</b>	<b>LAST RESOLUTION</b>	<b>3029</b>
<b>NEXT ORDINANCE</b>	<b>2018-07-29</b>	<b>NEXT RESOLUTION</b>	<b>3030</b>

# Village of Carol Stream

## Special Meeting of the Village Board

*Municipal Center Tour (500 N. Gary Ave.)*

Carol Stream Fire Protection District – Fire Station 28

365 Kuhn Road, Carol Stream, IL 60188

July 2, 2018

6:00 p.m. – 6:55 p.m.

### Meeting Notes

**ATTENDANCE:**

**Mayor Frank Saverino, Sr.**

**Bob Mellor, Assistant Village Manager**

**Trustee Greg Schwarze**

**Trustee David Hennessey**

**Trustee Rick Gieser**

**Trustee Matt McCarthy**

**Trustee Mary Frusolone**

**Trustee John LaRocca**

**Village Clerk Laura Czarnecki**

**ABSENT:**

The meeting was called to order at 6:00 p.m. by Mayor Frank Saverino and the roll call read by Village Clerk Laura Czarnecki. The result of the roll call vote was as follows:

Present: Mayor Frank Saverino, Trustees LaRocca, Hennessey, Gieser, Frusolone, Schwarze and McCarthy

Absent:

Municipal Center Tour (500 N. Gary Ave.)

Tour of the Gregory J. Bielawski Municipal Center renovation project began at 6:00 p.m. and ended at 6:55 p.m.

There being no further business, Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 6:55 p.m.

FOR THE BOARD OF TRUSTEES

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

ATTEST:

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES  
Carol Stream Fire Protection District, Station No. 28, 365 Kuhn Road,  
Carol Stream, DuPage County, IL**

**July 2, 2018**

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:30 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

Present: Mayor Frank Saverino, Sr. and Trustees David Hennessey, John LaRocca, Rick Gieser, Mary Frusolone, Greg Schwarze and Matt McCarthy

Absent:

Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Village Clerk Laura Czarnecki and Village Attorney Jim Rhodes

\*All persons physically present at meeting unless noted otherwise

**The Carol Stream Police Department Color Guard presented the Colors and led the audience in the Pledge of Allegiance.**

**MINUTES:**

*Trustee McCarthy moved and Trustee Gieser made the second to approve the Minutes of the June 18, 2018 regular meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy*

*Abstain: 2 Trustees Hennessey and Schwarze*

*Absent 0*

*The motion passed.*

*Trustee Frusolone moved and Trustee LaRocca made the second to approve, but not release the Minutes of the June 18, 2018 Executive Session meeting of the Village Board. The results of the roll call vote were as follows:*

*Ayes: 4 Trustees LaRocca, Gieser, Frusolone and McCarthy*

*Abstain: 2 Trustees Hennessey and Schwarze*

Absent: 0

*The motion passed.*

**LISTENING POST:**

1. Proclamation Designating July 3<sup>rd</sup> as Honor Guards Day.  
*Proclamation read by Trustee Schwarze*
2. Addresses from Audience (3 Minutes).

**PUBLIC HEARINGS:**

**CONSENT AGENDA:**

*Trustee LaRocca 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 Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

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

*Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

1. #18-0011 Ecolux Auto Spa-120 S. Gary Avenue.
2. #18-0012 Primrose School-1271 County Farm Road.
3. #18-0020 BKBG Enterprises, Inc. d/b/a Devanco Foods-440 Mission Street.
4. Municipal Center Renovation Project-Advice and Consent of Project Changes and Additions.
5. 2018 Crackfilling Contract – Award of Contract.

6. Recommendation for Purchase of 2017 Ford Transit.
7. Ordinance No. 2018-07-24 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Licenses from 14 to 15 (CLM Cuisine Corp. d/b/a Ye's Chinese Food, 934 W. Army Trail Road).
8. Ordinance No. 2018-07-25 Approving a Zoning Map amendment to Rezone Property from B-2 General Retail District to B-3 Service District (Ecolux Auto Spa, 120 S. Gary Avenue).
9. Ordinance No. 2018-07-26 Approving a Special Use Permit for an Automobile Laundry (Ecolux Auto Spa, 120 S. Gary Avenue).
10. Ordinance No. 2018-07-27 Approving an Amendment to a Special Use Permit for a Planned Unit Development, Special Use Permit and a Final PUD Plan for a Day Care Center (Primrose School, 1271 County Farm Road).
11. Ordinance No. 2018-07-28 Approving an Amendment to a Special Use Permit for Outdoor Activities and Operations (Storage Silos) (BKBG Enterprises, Inc DBA Devanco Foods, 440 Mission Street).
12. Resolution No. 3027 Authorizing the Execution of an Intergovernmental Agreement and Lease between the Village of Carol Stream and the Carol Stream Park District for the Construction, Operation and Maintenance of the Veteran's Memorial Plaza.
13. Resolution No. 3028 Terminating Existing Stormwater Management and Conveyance Easement and Accepting an updated Grant of Stormwater Management and Conveyance Easement (Geneva Crossing Phase II-Lot 3, 2442 N. Main Place).
14. Resolution No. 3029 Authorizing a Final Plat of Subdivision (Vibhuti Vaghani – Primrose School, 1271 County Farm Road).
15. Raffle License Application-Carol Stream Chamber of Commerce.
16. Sound Amplification Permit Application-Outreach Community Center.
17. Sound Amplification Permit Application-Village Church East.
18. Payment of Regular and Addendum Warrant of Bills from June 19, 2018 through July 2, 2018.

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

*Ayes: 6 Trustees Hennessey, LaRocca, Gieser, Frusolone, Schwarze and McCarthy*

*Nays: 0*

*Absent: 0*

*The motion passed.*

*The following are brief descriptions of those items approved on the Consent Agenda for this meeting.*

**#18-0011 EcoLux Auto Spa-120 S. Gary Avenue:**

*Special Use Permit for an Automobile Laundry*

*Plat of Consolidation*

*Zoning Map Amendment – Rezone from B-2 General Retail District to B-3 Service District*

**Recommended Approval with Conditions 5-1**

*Gary/North Avenue Corridor Review*

**Approved with Conditions 5-1**

*The Village Board concurred with Plan Commission’s recommendations.*

**#18-0012 Primrose School – 1271 County Farm Road:**

*Special Use Permit for a Day Care Center*

*Amendment to a Special Use for a PUD*

*Final PUD Plan Approval*

*Plat of Subdivision*

**Recommended Approval with Conditions 6-0**

*The Village Board concurred with Plan Commission’s recommendations.*

**#18-0020 BKBG Enterprises, Inc. d/b/a Devanco Foods-440 Mission Street:**

*Amendment to a Special Use Permit for Outdoor Activities and Operations*

**Recommended Approval 6-0**

*The Village Board concurred with Plan Commission’s recommendations.*

**Municipal Center Renovation Project-Advice and Consent of Project Changes and Additions:**

*The Village Board approved the project changes and additions of eight (8) security cameras (4 in each of the new public stairwells) to provide enhanced security to the building for an amount not to exceed \$16,897.00.*

**2018 Crackfilling Contract – Award of Contract:**

*The Village Board approved a contract to Denler, Inc. for an amount not to exceed \$93,450.00 for the 2018 Crackfilling.*

**Recommendation for Purchase of 2017 Ford Transit:**

*The Village Board approved the purchase of a 2017 Ford Transit from GMotor Cars in Arlington Heights, IL in the amount of \$28,500.00 pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(M) of the Carol Stream Code of Ordinances.*



**Ordinance No. 2018-07-24 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class V Licenses from 14 to 15 (CLM Cuisine Corp. d/b/a Ye's Chinese Food, 934 W. Army Trail Road):**

*The Village Board approved the issuance of a Class V License to CLM Cuisine Corp. d/b/a Ye's Chinese Food located at 934 W. Army Trail Road.*

**Ordinance No. 2018-07-25 Approving a Zoning Map Amendment to Rezone Property from B-2 General Retail District to B-3 Service District (Ecolux Auto Spa, 120 S. Gary Avenue):**

*The Village Board approved a Zoning Map Amendment to rezone property from B-2 General Retail District to B-3 Service District (Ecolux Auto Spa, 120 S. Gary Avenue).*

**Ordinance No. 2018-07-26 Approving a Special Use Permit for an Automobile Laundry (Ecolux Auto Spa, 120 S. Gary Avenue):**

*The Village Board approved a Special Use Permit for an Automobile Laundry (Ecolux Auto Spa, 120 Gary Avenue).*

**Ordinance No. 2018-07-27 Approving an Amendment to a Special Use Permit for a Planned Unit Development, Special Use Permit and a Final PUD Plan for a Day Care Center (Primrose School, 1271 County Farm Road):**

*The Village Board approved an Amendment to a Special Use Permit for a Planned Unit Development, Special Use Permit and a Final PUD Plan for a Day Care Center (Primrose School, 1271 County Farm Road).*

**Ordinance No. 2018-07-28 Approving an Amendment to a Special Use Permit for Outdoor Activities and Operations (Storage Silos) (BKBG Enterprises, Inc., DBA Devanco Foods, 440 Mission Street):**

*The Village Board approved an Amendment to a Special Use Permit for Outdoor Activities and Operations (Storage Silos) (BKBG Enterprises, Inc., d/b/a Devanco Foods, 440 Mission Street).*

***Jim Benzin, Carol Stream Post 10396 spoke on the fund raising efforts and construction of the Veteran's Memorial. He thanked the Village of Carol Stream for their participation in the project and for making it happen.***

**Resolution No. 3027 Authorizing the Execution of an Intergovernmental Agreement and Lease between the Village of Carol Stream and the Carol Stream Park District for the Construction, Operation and Maintenance of the Veteran's Memorial Plaza:**

*The Village Board approved an agreement between the Village and the Carol Stream Park District to lease a portion of the Ross Ferraro Town Center to the*

*Carol Stream Park District for the construction and ongoing maintenance of a Veteran's Memorial Plaza.*

**Resolution No. 3028 Terminating Existing Stormwater Management and Conveyance Easement and Accepting an updated Grant of Stormwater Management and Conveyance Easement (Geneva Crossing Phase II-Lot 3, 2442 N. Main Place):**

*The Village Board approved acceptance of the grant of termination and updated grant of easements for stormwater management and conveyance for Geneva Crossing Phase II-Lot 3, 2442 N. Main Place.*

**Resolution No. 3029 Authorizing a Final Plat of Subdivision (Vibhuti Vaghani-Primrose School, 1271 County Farm Road):**

*The Village Board approved a Final Plat of Subdivision for Vibhuti Baghani-Primrose School, 1271 County Farm Road.*

**Raffle License Application-Carol Stream Chamber of Commerce:**

*The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for the Carol Stream Chamber of Commerce's Annual Golf Classic on July 26, 2018.*

**Sound Amplification Permit Application-Outreach Community Center:**

*The Village Board approved a Sound Amplification Permit and waiver of the permit fee for Outreach Community Center's Outdoor Community Barbeque in conjunction with the National Night-Out Against Crime event on August 7, 2018.*

**Sound Amplification Permit Application-Village Church East:**

*The Village Board approved a Sound Amplification Permit and waiver of the permit fee for Village Church East's outdoor church service event on July 7, 2018 at the Ross Ferraro Town Center.*

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

*The Village Board approved payment of the Regular Bills dated July 2, 2018 in the amount of \$1,996,681.26. The Village Board approved the payment of the Addendum Warrant of Bills from June 19, 2018 thru July 2, 2018 in the amount of \$625,283.53.*

**Report of Officers:**

*Trustee LaRocca wished everyone a Happy 4<sup>th</sup> of July.*

*Trustee Gieser thanked Jim Benzin for his leadership with the Veteran's Memorial. 111 year old Merle Phillips from Belmont Village is the guest of honor riding on a Fire Truck in the parade.*

*Trustee Schwarze stated the Fire Protection District worked with Public Works to do a confined space training. Director of Public Works Phil Modaff stated all 3 Public Works shifts participated in the confined space training and there will be more training in the future. Thank you to Ron Roehn and Jason Pauling. Next week Fire and Police are training together for active shooter training. Please Shop Carol Stream.*

*Trustee Hennessey wished everyone Happy 4<sup>th</sup> of July. He had a wrap-up meeting from Challenge Day which resulted in great questions.*

*Trustee Frusolone wished everyone Happy 4<sup>th</sup> of July. The Park District is having a job fair from teenagers to professionals on Tuesday, July 24 from 4:30p.m. to 6:30p.m at Fountain View Recreation Center.*

*Trustee McCarthy thanked the Honor Guard. The Village of Carol Stream's Relay for Life has raised \$61,000. He wished everyone Happy 4<sup>th</sup> of July.*

*Village Clerk Czarniecki wished everyone Happy 4<sup>th</sup> of July. Please keep our military in hearts and minds.*

*Village Attorney Rhodes wished everyone Happy 4<sup>th</sup> of July and stated remember why we celebrate that day.*

*Village Manager Breinig reiterated everyone's comments. Carol Stream is working towards 4<sup>th</sup> of July. An updated on the lift station on Charger Court was provided by Director of Public Works Phil Modaff. A contractor will be on site tomorrow at 7:30 a.m. to dig up the damaged pipe, which is 11 feet below grade and repair it.*

*Mayor Saverino stated the Village of Carol Stream is very fortunate to have our staff and Village Manager Joe Breinig.*

At 8:17 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting to Executive Session pursuant to Section 2.C.2 of the Open Meetings Act to discuss collective negotiating matters. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

Ayes:           6       Trustees Hennessey, LaRocca, Gieser, Frusolone,  
Schwarze and McCarthy

Nays:           0

Absent:         0

The motion passed.

FOR THE BOARD OF TRUSTEES

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Mayor Frank Saverino, Sr.

ATTEST:

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Laura Czarnecki, Village Clerk

RESOLUTION NO. 3030

**A RESOLUTION RECOGNIZING JAMES KNUDSEN FOR  
THIRTY YEARS OF SERVICE WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, James "Jim" Knudsen was hired as Civil Engineer on July 18, 1988, promoted to Assistant Village Engineer on September 19, 1988 and promoted to Director of Engineering Services/Village Engineer on October 16, 1989; and

WHEREAS, Jim Knudsen has been a strong advocate for the Village's interests in the county, region, state and nation; and

WHEREAS, Jim Knudsen has had primary responsibility for development and management of the Village's Capital Improvement Program, improving the quality of life of all residents and businesses through sound roads, water, sanitary and stormwater systems; and

WHEREAS, Jim Knudsen has been an advocate for the incorporation of technology in the Village's operations, including but not limited to GIS and asset management applications; and

WHEREAS, under Jim Knudsen's leadership the Village has returned millions of its residents tax dollars in roadway, bike trail and other grants; and

WHEREAS, Jim Knudsen is recognized as a leader externally in matters such as stormwater management and NPDES regulatory compliance, and internally on a host of initiatives and programs; and

WHEREAS, Jim Knudsen possesses a unique ability to explain technical matters to elected officials, co-workers and residents, and routinely demonstrates concern and empathy for residents in the community.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM**, on behalf of all the former and current elected and appointed officials, employees and residents of Carol Stream, as follows:

SECTION 1: Jim Knudsen is hereby recognized and commended for thirty years of dedication and outstanding service to the Village of Carol Stream.

SECTION 2: Jim Knudsen is wished the very best in the future.

This Resolution shall be in full force and effect from and after its passage as approved by law.

PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF JULY 2018.

AYES:

NAYS:

ABSENT:

ATTEST:

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

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
**Plan Commission/Zoning Board of Appeals Memorandum**

**TO:** Plan Commission/Zoning Board of Appeals Members

**FROM:** Tom Farace, Planning & Economic Development Manager

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

**DATE:** June 19, 2018

**RE:** **Village of Carol Stream Comprehensive Plan – Implementation Progress Update**

It has been two years since the Village Board adopted the updated Comprehensive Plan for Carol Stream. The plan recommends that an annual update be provided summarizing implementation activities that have occurred to date as well as future planned activities. Specific implementation tasks from the Comprehensive Plan are shown in underlined text below, with our update provided thereafter.

**Land Use/Development Recommendations**

- Focus on Infill Development/Redevelopment – The Village has approved or is in the process of reviewing several projects that qualify as infill or redevelopment projects, including the Panattoni Development for a 186,000 square foot building at 245 Kehoe Boulevard (redevelopment, though the developer has since withdrawn their development plans for the property), the Stepping Stones Early Childhood Center at 925 Geneva Road (redevelopment of existing building space), the Andigo Credit Union at 426 W. Army Trail Road (redevelopment of existing building space), and JT’s Corner Tap and Eatery at 1022 Fountain View Drive (redevelopment of existing building space).
- Update Key Sections of the Zoning Code – Staff submitted an application to the Chicago Metropolitan Agency for Planning (CMAP) for assistance through their Local Technical Assistance (LTA) program to update our Zoning, Sign, and Subdivision Codes as a Unified Development Ordinance (UDO). In October, we were notified that our application was accepted into the LTA program, and work will commence on the UDO Ordinance during the second half of 2018.
- Plan for Annexation of Unincorporated Parcels – The Village continued to annex unincorporated properties on the south side of North Avenue and west of County Farm Road that were now contiguous to Carol Stream due to recent annexations. Last summer, Pre-Owned of St. Charles, Chicago Motor Cars, John & Tony’s Restaurant, and the vacant parcel south of John & Tony’s were all annexed into the Village.

**Economic Development**

- Maintain and Enhance Industrial Areas – Our Industrial sector remains extremely attractive for new buildings, expansions, interior renovations, and redevelopment, as evidenced by projects such as Des Plaines Office Equipment at 262 Carlton (interior building renovations

for a new office technology headquarters completed last fall), Prince Castle at 355 Kehoe Boulevard (interior office renovations completed this spring), C&C Power at 395 Mission Street (59,000 square foot building expansion under review), and Givaudan Flavors at 185 Alexandra Way (47 foot tall, 5,800 square foot building expansion under review).

- Maintain and Enhance Industrial Areas – Regarding infrastructure, Center Avenue and Tower Boulevard will receive a structural overlay in 2018, and Lies Road will be resurfaced between Gary and Schmale in 2019.
- Encourage Businesses to attend Choose DuPage events – In April, the Village hosted a “Shopping Center Roundtable” economic development event, which was co-sponsored by Choose DuPage, and brought together shopping center owners and their brokers, Village officials, and Village staff to discuss trends in the retail market and how Carol Stream can draw more commercial businesses and restaurants to town.
- Support Existing and Attract New Commercial Development – Examples include Orange Theory Fitness, Andigo Credit Union, Stepping Stones Early Childhood Center, Burger Theory, JT’s Corner Tap and Eatery, Lili Sushi, Jin28 Asian Restaurant, and Amita Health.
- Activity in Three “Key Opportunity” Areas
  - Town Center Node (Construction of WoodSpring Suites, JT’s taking over of Flip Flop’s space at Fountains at Town Center).
  - North/County Farm Node (Annexation of Pre-Owned of St. Charles, Chicago Motor Cars, John & Tony’s, and vacant parcel south of John & Tony’s).
  - North Avenue between Kuhn & Bennett (Missner Group light industrial project at the northeast corner of North and Kuhn was withdrawn last year, but developers are still interested in this property south of the water reclamation center).

## Housing

- Enforce Existing Codes to bring about Improved Property Maintenance
  - Seasonal Code Enforcement program targeting tall grass and weed growth, removal of dead trees on private property, and other common property maintenance issues.
  - Work completed on a comprehensive property maintenance enforcement initiative at one multi-family residential neighborhood in 2017, and we are expecting to conclude another initiative at a second multi-family residential neighborhood in 2018.

## Transportation

- Enhance Accessibility by Improving Bus Shelters and Pedestrian Infrastructure
  - Multi-Use Path along west side of Gary to be constructed in 2019.
  - Bike Path extension along the north side of Lies from Gary to Schmale, and Southeast Bike Path along Schmale, Gundersen, and President between Geneva and the Great Western Trail, are both in the Phase I design stage.

- Improve Pedestrian Scale Lighting
  - In 2018, Public Works will replace approximately 190 less-efficient streetlight fixtures with LED light fixtures along several industrial roadways including Kimberly, Kehoe, Center, and Mission, and residential roadways including Munson, Lies, and Elk Trail.

#### **Engineering/Natural Environment**

- Continue Floodway Mitigation and Watershed Planning Projects and Efforts – Engineering Services continues to study projects to stabilize the streambanks for Klein and Thunderbird Creeks and the Kehoe Boulevard ditch, and will begin study and design phases for the Park Unit I, Shining Waters, and Rolling Oaks detention basin rehabilitation projects in 2018. In addition, stormwater modeling analysis will begin for the area around Tubeway and Westgate, and the southeast area of the Village from Main Street and Gundersen to Northland Mall on Geneva Road.
- Continue to Provide and Maintain the Ross Ferraro Town Center – In a joint effort between the Village, the Park District, and the local VFW, a Veteran’s Memorial is proposed at the Town Center with plazas, seating areas, landscaping, and granite monuments.

#### **Image and Identity**

- Strengthen Code Enforcement/Property Maintenance (commercial properties) – Program seeking removal of dead trees from private properties continues in 2018, and we continue to work with existing developed properties, including several shopping centers, on replacement of required landscape materials.
- Continually Improve Village Communication – The Village continues to focus on the use of various social media tools, and the Village website was updated in early June to provide better communication and resources with residents and businesses. The updated website also includes an online property maintenance/code enforcement request form where individuals can report property maintenance issues in the Village.


Please do not hesitate to contact me with any questions about the Comprehensive Plan’s implementation tasks or our progress to date.

cc: Mayor and Board of Trustees  
Joseph Breinig, Village Manager



*Village of Carol Stream*  
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: July 6, 2018

RE: Contract Administrative Assistant Position - - GovTemps USA

The FY2019 budget includes funding for an additional clerical position to support the new AMR Replacement Program. This position will be filled on a contractual basis rather than as an employee position. The Village has entered into agreements with GovTemps USA for several contractual positions over the past several years, including in the Administration and Finance departments.

The position was budgeted assuming approximately thirty-two hours (32) per week once the program is fully up and running. However, during the first six to nine months of the program the position will work thirty-five (35) hours per week as processes, schedules and workflows are established and refined. The initial period of the proposed agreement (attached) will run from July 16, 2018 thru April 30, 2019, in order to line up with the fiscal year. Two, subsequent one-year extensions can be exercised at the Village's discretion.

The attached agreement conforms with similar agreements executed with GovTemps USA over the past several years. The contract rate of \$1,127 per week is included within the current year budget and is also consistent with the pay scale for existing clerical positions within the Public Works Department.

Staff recommends approval of the attached Employee Leasing Agreement with GovTemps USA for contract clerical services for the period July 16, 2018 through April 30, 2019.

Attachment

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made this 16th day of July 2018 ("Effective Date") by and between **GOVTEMPSUSA, LLC**, an Illinois limited liability company ("GovTemps"), and Village of Carol Stream (the "Municipality") (GovTemps and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease certain employees of GovTemps to assist the Municipality in its operations and GovTemps desires to lease certain of its employees to the Municipality on the terms and conditions contained herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

#### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemps to provide, and GovTemps hereby agrees to supply to the Municipality, the personnel fully identified on **Exhibit A** hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement shall further identify the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for each Worksite Employee, as of the effective date of this Agreement. The Parties agree that **Exhibit A** shall establish the framework by which GovTemps shall hire and supply the Worksite Employee and shall not represent a binding obligation that the Municipality accept placement for any Worksite Employee identified on **Exhibit A**. The Municipality shall provide written direction to GovTemps as to the specific need and details for each Worksite Employee at any time during the term of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Municipality. GovTemps shall have the authority to assign and/or remove the Worksite Employee, provided, however, that the Municipality may request, in writing, at the sole discretion of the Municipality, that GovTemps remove the Worksite Employee and such request shall not be withheld by GovTemps. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemps and Worksite Employee are and shall remain independent contractors, and not employees, agents, partners of, or joint venturers with, the Municipality. The Worksite Employee shall remain the employee of GovTemps at all times during the term of this Agreement. GovTemps shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

## SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND MUNICIPALITY

**Section 2.01. Payment of Wages.** GovTemps shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemps own account in accordance with federal and Illinois law and GovTemps standard payroll practices. GovTemps shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemps shall timely forward all deductions to the appropriate recipient as required by law. The Municipality hereby acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemps shall maintain and administer workers' compensation, safety and health programs. GovTemps shall maintain in effect workers' compensation coverage covering all Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemps shall provide to Worksite Employee those employee benefits fully identified on **Exhibit B** hereto. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement. At no time shall the Municipality be required to pay any amount in addition to the fees set forth in Section 3.01 and **Exhibit A**.

**Section 2.04. Vacation, Sick and Personal Leave.** The Worksite Employee shall not be entitled to any paid leave during his or her placement with the Municipality. Should the Worksite Employee be absent from work for whatever reason, the Municipality will notify GovTemps within forty-eight (48) hours of the absence, and GovTemps shall deduct the absence from the fees due pursuant to Section 3.01, provided that if an absence injury occurs on a Friday or weekend, said absence shall be reported on the next business day.

**Section 2.05. Maintenance and Retention of Payroll and Benefit Records.** GovTemps shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Worksite Employee, shall retain control of such records at such GovTemps location as shall be determined solely by GovTemps, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.06. Other Obligations of GovTemps.** GovTemps shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.07. Direction and Control.** The Parties agree and acknowledge that the Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Municipality's supervisory and managerial employees.

**Section 2.08. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) The Municipality shall comply with OSHA and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Worksite Employee or to his or her place of work;

(b) With respect to the Worksite Employees, the Municipality shall comply with all applicable employment-related laws and regulations, including and, without limitation, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages by GovTemps, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(c) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(d) The Municipality shall, at its sole discretion, have the right to have the Worksite Employee removed at any time and for any reason, in accordance with Section 1.01;

(e) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee and that Worksite Employee shall receive all direct or indirect compensation including employee benefits from GovTemps;

(f) The Municipality shall report to GovTemps any injury to any Worksite Employee of which it has knowledge within forty-eight (48) hours of acquiring such knowledge, provided if an injury occurs on a Friday, weekend or holiday, said injury shall be reported on the next business day. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemps shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemps. Upon receipt of notification from GovTemps or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality may, but shall not be required, to make available an appropriate light duty work assignment for such Worksite Employee, but only if such light duty assignment is available and feasible; and

(g) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemps within forty-eight (48) hours following notification of said injury by employee or employee's representative, provided if an illness, accident or injury occurs on a Friday, weekend or holiday, said illness, accident or injury shall be reported on the next business day.

### SECTION 3 FEES PAYABLE TO GOVTEMPS

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemps fees for the services provided under this Agreement in the form of the base compensation as identified by the parameters set forth on **Exhibit A** and specifically agreed to at the time the Worksite Employee is placed with the Municipality. Fees shall not become due until the Worksite Employee is placed with the Municipality and actually begins working. Fees shall be paid for the actual days worked by the Worksite Employee, provided the Municipality reports said absence in accordance with Section 2.04, and any fees due shall be reduced to account for any reported absences of the Worksite Employee.

**Section 3.02. Increase in Fees.** There shall be no increase in fees during the term of this Agreement. Provided, however, should the Municipality decide to increase the base compensation as provided for and identified on **Exhibit A**, the fee shall be adjusted as set forth in Section 3.01

**Section 3.03. Payment Method.** Following the close of each month during the term of this Agreement, GovTemps shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to this Agreement for the prior month. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice.

### SECTION 4 INSURANCE

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

At all times during the term of this Agreement, GovTemps shall procure and maintain insurance to protect GovTemps from claims arising out of Commercial General Liability and Professional Liability, with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Section 4.02. Certificate of Insurance.** Upon request, either Party shall provide the other Party with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality and GovTemps shall both maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemps and the Municipality against liability for bodily injury, death and property damage.

**SECTION 5  
DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Dates.** This Agreement shall become effective on July 16, 2018 and shall continue in effect thereafter for a period of approximately nine and one-half (9 ½) months (April 30, 2019). Agreement may be extended for up to two subsequent twelve (12) periods (May 1, 2019-April 30, 2020 and May 1, 2020–April 30, 2021) by written agreement of the Parties; or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of the Agreement, the date on which this Agreement expires and/or is terminated shall be referred to as the "Termination Date."

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemps may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within thirty (30) days, the notice shall be of no further effect. If such failure is not remedied within the thirty (30) day period, GovTemps shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.04. Termination of Agreement For Reason Other than Material Breach.** Either Party may terminate this Agreement for reason other than material breach by giving fourteen (14) days prior written notice to the other Party. Upon such termination, GovTemps shall be paid for the time period through the effective date of termination.

**Section 5.05. Termination of Agreement to execute Temp-to-Hire Arrangement.** At the end of the term of the agreement, as outlined in Section 5.01, the Municipality may hire the Employee as a permanent employee of the Municipality. If the Municipality exercises this option, the sum of two weeks gross salary is payable to GovTemps within thirty (30) days of the permanent employment date. If the Municipality does not exercise the Temp-to-Hire Arrangement by the end of the contract, as outlined in Section 5.01, it agrees not to extend an offer of employment to the Employee for two years after the conclusion of this agreement. If an offer is made within two years after the conclusion of this agreement, as outlined in Section 5.01, then the two weeks gross salary fee is payable to GovTemps within thirty (30) days of the permanent employment date.

**SECTION 6  
NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemps legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce

Worksite Employee to terminate his or her employment with the GovTemps, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemps shall be entitled and limited to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemps.** GovTemps agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemps breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives and employees, including the Work Site Employees (the "GovTemps Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring during or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, and (b) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemps Parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts

to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## **SECTION 8 ADDITIONAL PROVISIONS**

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms "hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemps provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.



**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemps:	GOVTEMPSUSA, LLC 630 Dundee Road, Suite 130 Northbrook, Illinois 60062 Attention: Michael Earl Telephone: 224-261-8366 E-Mail: <a href="mailto:mearl@govhrusa.com">mearl@govhrusa.com</a>
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If to the Municipality:	Village of Carol Stream 500 North Gary Avenue Carol Stream, IL 60188 Attention: Phil Modaff Telephone: 630-871-6262 E-Mail: <a href="mailto:pmodaff@carolstream.org">pmodaff@carolstream.org</a>
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**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written

consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts. The parties agree that any claims, disputes, actions or causes of action arising out of this Agreement or relating to the breach thereof shall be brought before a court of proper jurisdiction in Cook County, Illinois.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

GOVTEMPSUSA, LLC,  
an Illinois limited liability company

By: \_\_\_\_\_  
Name: Joellen C. Earl  
Title: President/Co-owner

Village of Carol Stream

By: \_\_\_\_\_  
Name: Joseph E. Breinig  
Title: Village Manager

**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** XX

**POSITION/ASSIGNMENT:** Administrative Assistant

**BASE COMPENSATION:** \$32.20 per hour for hours worked, based on a thirty-five (35)

hour work week (\$1,127 per week). Any adjustment to hours shall be reported weekly via timesheet to GovTemps via email at payroll@govtempsusa.com on the Monday after the prior work week.

**POSITION TERM:** Agreement is for approximately 9½ months (July 16, 2018 – April 30, 2019). Worksite Employee may leave assignment by providing fourteen (14) days written notice. Agreement may be extended for two subsequent 12-month periods (May 1, 2019- April 30, 2020 and May 1, 2020- April 30, 2021) with agreement among all parties. Please review Section 5 of this agreement for complete terms of the position. Worksite Employee will not work or be paid for the following Holidays:

New Year's Day  
Presidents Day  
Memorial Day  
July 4<sup>th</sup>  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

If a holiday falls on a Saturday, the Village observes the holiday on the preceding Friday. If a holiday falls on a Sunday, the Village observes the holiday on the following Monday.

**GOVTEMPSUSA, INC.:**

**MUNICIPALITY:**

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

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

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

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.

**EXHIBIT B**  
**Summary of Benefits**

Not applicable.

# Village of Carol Stream

## Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: July 7, 2018

RE: Recommendation to Enter Into an Engineering Services Agreement for Design, Bid Assistance Services and Construction Oversight – Water Storage Tank Floor Repair – Baxter & Woodman

During the refilling of the Gerzevske Lane ground-level water storage tank following completion of planned interior pipe painting, it became apparent that there was a leak in the tank. A water storage tank specialist inspected the tank and found a significant number of cracks on the floor of the structure. These cracks caused the previously reported water loss when the tank was re-filled following completion of the interior pipe painting work.

The inspector has provided photos and prepared a written report of his observations, identified the cause, and recommended a strategy for making repairs. In his opinion, the concrete floor was subject to up-lift from ground water when the tank was emptied, causing significant cracking. The report was shared with Baxter & Woodman to conduct a peer review of the inspection observations and the recommended repair plan. Baxter & Woodman concurred with the conclusions, as well as the scope and methods of recommended repairs.

On Friday, July 6, as per your direction, I directed Baxter & Woodman to begin preparing project design and assembling a bid packet for the repair project. I also directed them to prepare the attached Engineering Services Agreement that includes the design, bid assistance and construction oversight for this project. Baxter & Woodman was selected for this work due to their considerable experience in designing water and sewer projects for the Village, including the original design of the this tank. They also have experience with similar repairs in tanks like this in other communities. Their familiarity with the tank and the Village will allow them to move quickly to help us get this project out to bid.

Staff recommends that the Village Board approve a motion authorizing the Village Manager to execute an Engineering Services Agreement with Baxter & Woodman, Inc., for Engineering Design, Bid Assistance and Construction Oversight Services for repairs to the Gerzevske Lane 2.5 million gallon water storage tank in an amount not-to-exceed \$29,400.

Attachment

July 9, 2018

Philip J. Modaff  
Public Works Director  
Village of Carol Stream  
124 Gerzevske Lane  
Carol Stream, IL 60188

***Subject: Village of Carol Stream – Public Works 2.5 MG Reservoir Repair Design  
and Construction Services***

Dear Mr. Modaff:

Baxter & Woodman, Inc. appreciates this opportunity to provide Design and Construction Services for repair of the Public Works 2.5 MG Reservoir. The scope and fee to complete Phase I Design and Phase II Construction Services are below.

**Phase I – Design Services**

**1. PROJECT ADMINISTRATION**

- A. Confer with the Owner's Director of Public Works, and his staff, from time to time, to clarify and define the general scope, extent, and character of the Project.
- B. Plan, schedule, and control the activities necessary to complete the Project. These activities include but are not limited to budget, schedule, scope, and performance.
- C. Arrange and attend one meeting for review of the Construction Contract and Design Documents.

**2. PRELIMINARY DESIGN**

- A. Collect, reproduce, and review available records from the original construction, maintenance, or repair work completed since construction of the reservoir.
- B. Review floor slab inspection report and repair recommendations provided DN Tanks (formerly Natgun Corporation) in letter to the Village dated July 2, 2018, to determine the general scope, extent and character of repair work. Interior inspection of the reservoir is excluded from scope of services (completed).
- C. Prepare summary of proposed repair work and preliminary opinion of probable construction costs based on DN Tanks inspection report for approval by the Owner.

**3. FINAL DESIGN**

- A. Prepare for review and approval by the Owner and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

- B. Prepare for review and approval by the Owner Design Documents consisting of Specifications which will be prepared in conformance with the format of the Construction Specification Institute describing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the Owner.
4. OPINION OF PROBABLE PROJECT COST - Prepare a final opinion of the probable construction cost and contingencies based on the Construction Contract and Design Documents approved by the Owner.
5. BIDDING ASSISTANCE
- A. Assist the Owner in solicitation of construction bids from a list of prequalified contractors specializing in concrete repair work.
  - B. Respond to bidders' questions on the Construction Contract and Design Documents. Issue one (1) addendum revising Construction Contract and/or Design Documents if necessary.
  - C. Attend the bid opening and tabulate bid proposals, make an analysis of the bids, and submit recommendations for the award of construction contract.

**Phase II - Construction Services**

Preliminary Construction Schedule

Start Construction	October 1, 2018
Substantial Completion	November 30, 2018
Final Completion	December 14, 2018

- 1. Act as the Owner's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
- 2. PROJECT INITIATION
  - A. Prepare Award Letter, Agreement, Contract Documents, Performance/Payment Bonds, and Notice to Proceed.
  - B. Receive Contractor insurance documents.
  - C. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
- 3. CONSTRUCTION ADMINISTRATION
  - A. Attend periodic construction progress meetings.
  - B. Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the



Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. Engineer's consideration of a component does not constitute acceptance of the assembled item.

- C. Review construction record drawings for completeness prior to submission to CADD.
  - D. Prepare construction contract change orders and work directives when authorized by the Owner.
  - E. Review the Contractor's requests for payments as construction work progresses, and advise the Owner of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
  - F. Research and prepare written response by Engineer to request for information from the Owner and Contractor.
  - G. Project manager or other office staff visit site as needed.
4. FIELD OBSERVATION – PART TIME
- A. Engineer will provide a Resident Project Representative at the construction site on a periodic part-time basis from the Engineer' office of not more than eight (8) hours per regular weekday, not including legal holidays (approximately 8 hours per week, for up to 48 hours) as deemed necessary by the Engineer, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.
  - B. Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any

contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

- C. Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
  - D. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.
  - E. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.
5. PROJECT CLOSEOUT
- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
  - B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Owner.
  - C. Review the Contractor's requests for final payment, and advise the Owner of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.

Village Responsibilities:

1. Furnish copies of available original design drawings, tank manufacturer fabrication and erection drawings, and maintenance records.
2. Provide bucket truck and operator for inspector to access the entrance hatch in dome roof.



**Engineering Fee**

Our engineering fee for the Phase I Design Services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$15,500, Engineer’s Project No. 180690.40.

Our engineering fee for the Phase II Construction Services will be based on our hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses, including travel costs which in total will not exceed \$13,900, Engineer’s Project No. 180690.60.

Our attached Standard Terms and Conditions apply to this Proposal. If this proposal is acceptable, **please sign below and return one copy via email for our files.**

Thank you for the opportunity to be of continued service to the Village of Carol Stream. Should you have any questions on this Proposal, please feel free to contact me at 815-444-3335, or [dwold@baxterwoodman.com](mailto:dwold@baxterwoodman.com).

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

Derek J. Wold, P.E.  
Executive Vice President

Attachment

**VILLAGE OF CAROL STREAM, ILLINOIS**

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

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

DATE: \_\_\_\_\_

I:\Crystal Lake\CRSTV\180690-Water Tank Repair\Contracts\Work\180690.00\_ProposalWaterTankRepair.docx

## STANDARD TERMS AND CONDITIONS

**Agreement** - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Owner's Responsibility** - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

**Schedule for Rendering Services** - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

**Invoices and Payments** - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

**Opinion of Probable Construction Costs** - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

**Standards of Performance** - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

**Insurance** - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

**Indemnification and Mutual Waiver** - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

**Termination** - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

**Use of Documents** - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

**Successors, Assigns, and Beneficiaries** - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

**Dispute Resolution** - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

**Miscellaneous Provisions** - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.



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AGENDA ITEM  
I-1 7/16/18

**MEMORANDUM**

**TO: Joseph E. Breinig, Village Manager**  
**FROM: James A. Rhodes, Village Attorney**  
**DATE: July 10, 2018**  
**RE: An Ordinance Amending the Village of Carol Stream Code of Ordinances Relative to the Permitting, Regulation and Deployment of Small Wireless Facilities**

Attached with this memorandum is an Ordinance (the "Ordinance") regulating the permitting and deployment of small wireless facility installations consistent with the requirements of the Small Wireless Facilities Deployment Act, P.A. 100-0585 (the "Act") signed into law by Governor Rauner on April 12, 2018.

A small wireless facility transmits data and wireless communications to and from a wireless device, such as a computer, cell phone or tablet. The Act limits the ability of local authorities to regulate the installation of small wireless facilities. The Act provides that small wireless facilities are permitted uses in all rights-of-way, and on any property zoned exclusively for commercial or industrial use. In these zoning districts, municipalities cannot regulate the location of small wireless facilities. In residential zoning districts, zoning provisions apply, subject to Federal Communications Commission timeframes for review and approval.

Village's authority to regulate small cells is limited by the Act to the following:

1. Requiring permits be applied for which include specific information on:
  - a. Structural integrity of the municipal pole to be used;
  - b. The location of each small cell to be installed and the surrounding small cells already installed or proposed to be installed by a wireless carrier;
  - c. Specifics about the equipment, including type and model, and number of antennae to be installed;
  - d. Construction schedules for installation and maintenance.
2. Requiring an agreement to be entered into with the Village for colocation upon Village owned poles.

3. Imposing Collocation Requirements to:

- a. Require space for public safety uses;
- b. Require work to be performed by a trained and skilled technician and installed in a workmanlike manner that meets common industry standards;
- c. Require that small wireless facilities not interfere with public safety uses;
- d. Require compliance with certain design and stealth standards;
- e. Require compliance with construction standards for work in the rights of way that do not conflict with the provisions of the Act.

4. Providing for potential alternate placing of small cells upon new poles;
5. Placing height limitations on the installation of small cells on existing poles or for new poles that are consistent with the Act, subject to a variation process for the those applicants that desire to exceed the limitation;
6. Implementing permit fees, not to exceed the maximums provided in the Act;;
7. Implementing a recurring annual rate for each small cell located upon a Village owned pole, not to exceed \$200 per year per pole;
8. Requiring indemnification protections for the Village;
9. Requiring the Village be named as an additional insured and receive protections under the applicant's insurance policies

The above-mentioned regulations have been incorporated into the attached draft ordinance.

While these regulations are not expansive and the Village is limited, even as a Home Rule unit of government, in its powers to regulate small cells as it has in the past, it is the recommendation of the Village Staff that the Village adopt an ordinance regulating these aspects (and others) as allowed by the Act.

While the Village is not required to adopt an ordinance in regards to small wireless facilities, not doing so would allow small wireless providers to install small wireless facilities with no Village oversight or notice, provided they comply with the requirements of the Act.

The attached Ordinance has been drafted after reviewing the ordinances of the Village and discussions with staff. It amends the Chapter 12 of the Code of Ordinances by replacing the existing Article 7.

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

**AN ORDINANCE AMENDING THE VILLAGE OF CAROL STREAM CODE OF ORDINANCES RELATIVE TO THE PERMITTING, REGULATION AND DEPLOYMENT OF SMALL WIRELESS FACILITIES**

**WHEREAS**, the Village of Carol Stream, (“Village”) is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

**WHEREAS**, the public rights-of-way within Village limits are used to provide essential public services to Village residents and businesses. The public rights-of-way within the Village are a limited public resource held by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

**WHEREAS**, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell antenna facilities, distributed antenna systems, and other small wireless telecommunication facilities on utility and street light poles and other structures both within the public rights-of-way and in other locations; and

**WHEREAS**, the Village is authorized under the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and Illinois law to adopt ordinances pertaining to the public health, safety and welfare; and

**WHEREAS**, the Village is further authorized to adopt the amendments contained herein pursuant to its authority to regulate the public right-of-way under Article 11, Division 80 of the Illinois Municipal Code (65 ILCS 5/11-80-1 *et seq.*); and

**WHEREAS**, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small cell antenna facilities, distributed antenna systems, and other small personal wireless telecommunication facility installations both within the public rights-of-way and in other locations within the jurisdiction of the Village; and

**WHEREAS**, Public Act 100-585, known as the Small Wireless Facilities Deployment Act, approved by the Governor on April 12, 2018, with an effective date of June 1, 2018, acts to impose certain additional requirements on municipalities, including the Village, regarding the permitting, construction, deployment, regulation, operation, maintenance, repair and removal of certain defined small wireless facilities both within public rights-of-way and in other locations within the jurisdiction of the Village; and

**WHEREAS**, in conformance with the requirements of the Small Wireless Facilities Deployment Act, and in anticipation of a continued increased demand for placement of small wireless facilities of the type regulated by the Small Wireless Facilities Deployment Act both within the public rights-of-way and in other locations



within the jurisdiction of the Village, the Mayor and Board of Trustees finds that it is in the best interests of the public health, safety and general welfare of the Village to adopt the code amendments below in order to establish generally applicable standards consistent with the Small Wireless Facilities Deployment Act (Public Act 100-585) for the design, permitting, location, construction, deployment, regulation, operation, maintenance, repair and removal of such small wireless facilities both within the public rights-of-way and in certain other locations within the jurisdiction of the Village so as to, among other things: (i) prevent interference with the facilities and operations of the Village utilities and of other utilities lawfully located in public rights-of-way or in other locations within the Village; (ii) preserve the character of the neighborhoods in which such small wireless facilities are installed; (iii) minimize any adverse visual impact of small wireless facilities and prevent visual blight in the neighborhoods in which such facilities are installed; (iv) ensure the continued safe use and enjoyment of private properties adjacent to small wireless facilities; (v) provide appropriate aesthetic protections to designated areas and historic landmarks or districts within the Village; and (vi) ensure that the placement of small wireless facilities does not negatively impact public safety and the Village's public safety technology.

**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 recitals above shall be and are incorporated in this Section 1 as if fully restated herein.

**SECTION 2:** The Carol Stream Code of Ordinances, Chapter 12, "Annexation, Public Ways, and Properties", Article 7, "Small Cell Antennas and Towers" is hereby repealed.

**SECTION 3:** The Carol Stream Code of Ordinances, Chapter 12, "Annexation, Public Ways and Properties" is hereby amended by adding a new Article 7, entitled "Small Wireless Facilities", which shall read as follows:

## **ARTICLE 7. SMALL WIRELESS FACILITIES**

- 12-7-1 PURPOSE:**
- 12-7-2 INTERACTION WITH OTHER CODE PROVISIONS AND LAWS:**
- 12-7-3 DEFINITIONS:**
- 12-7-4 ZONING:**
- 12-7-5 PERMITS; APPLICATION PROCESS:**
- 12-7-6 CONSTRUCTION:**
- 12-7-7 PERMIT DURATION:**
- 12-7-8 HEIGHT LIMITATIONS:**
- 12-7-9 GENERAL REQUIREMENTS:**
- 12-7-10 STEALTH, CONCEALMENT AND DESIGN STANDARDS:**
- 12-7-11 RESERVATION OF VILLAGE UTILITY POLE SPACE:**

<b>12-7-12</b>	<b>APPLICABILITY OF EXISTING AGREEMENTS:</b>
<b>12-7-13</b>	<b>COLLOCATION ON VILLAGE OWNED INFRASTRUCTURE:</b>
<b>12-7-14</b>	<b>NOTICE OF SALE OR TRANSFER:</b>
<b>12-7-15</b>	<b>ABANDONMENT:</b>
<b>12-7-16</b>	<b>DISPUTE RESOLUTION:</b>
<b>12-7-17</b>	<b>INDEMNIFICATION:</b>
<b>12-7-18</b>	<b>INSURANCE:</b>
<b>12-7-19</b>	<b>MAINTENANCE OF SMALL WIRELESS FACILITIES:</b>
<b>12-7-20</b>	<b>REVOCAION OF PERMIT:</b>
<b>12-7-21</b>	<b>EXCEPTIONS TO APPLICABILITY:</b>

§12-7-1 Purpose: Consistent with the requirements of the Small Wireless Facilities Deployment Act (Public Act 100-585), and in anticipation of a continued increased demand for placement of small wireless facilities of the type regulated by the Act both within the public rights-of-way and in other locations within the jurisdiction of the Village, the Village Board has found it to be in the best interests of the public health, safety and general welfare of the Village to adopt the code amendments set forth in this chapter in order to establish generally applicable standards for the design, permitting, location, construction, deployment, regulation, operation, maintenance, repair and removal of such small wireless facilities both within the public rights-of-way and in other locations within the jurisdiction of the Village so as to, among other things:

- A. Prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located both within public rights-of-way and in other locations within the jurisdiction of the Village;
- B. Preserve the character of the neighborhoods in which such small wireless facilities are installed;
- C. Minimize any adverse visual impact of small wireless facilities and prevent visual blight in the neighborhoods in which such facilities are installed;
- D. Ensure the continued safe use and enjoyment of private properties adjacent to small wireless facilities;
- E. Provide appropriate aesthetic protections to any designated historic landmarks or districts within the Village; and
- F. Ensure that the placement of small wireless facilities does not negatively impact public safety and the Village's public safety technology.

§12-7-2 Interaction with Other Code Provisions and Laws:

- A. Other Code Provisions. The provisions of this chapter are intended to supplement general requirements and standards relative to the siting of telecommunication facilities and generally applicable requirements for construction

within public rights-of-way set forth elsewhere within this code, including but not limited to the regulations set forth in chapter 12, article 5 of this code. In the event of a conflict, however, the provisions of this chapter shall control in all matters involving small wireless facilities, as defined below.

B. State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this chapter, a wireless provider shall comply with the requirements of this chapter to the maximum extent possible without violating such federal or State laws or regulations.

§12-7-3 Definitions:

As used in this chapter, the following terms shall have the following meanings:

"Act" means the Small Wireless Facilities Deployment Act (Public Act 100-585).

"Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

"Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

"Applicant" means any person who submits an application and is a wireless provider.

"Application" means a request submitted by an applicant to the Village for a permit to collocate small wireless facilities, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

"Authority" means the Village or other unit of local government that has jurisdiction and control for use of public rights-of-way as provided by the Illinois Highway Code for placements within public rights-of-way or has zoning or land use control for placements not within public rights-of-way.

"Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole, whether existing or new.

"Communications service" means cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile service, as defined in 47 U.S.C. 153(33), as amended; or wireless service other than mobile service.

"Communications service provider" means a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C.153(51), as amended; or a wireless provider.

"FCC" means the Federal Communications Commission of the United States.

"Fee" means a one-time charge.

"Historic district" or "historic landmark" means a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

"Law" means a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

"Micro wireless facility" means a small wireless facility that is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height and that has an exterior antenna, if any, no longer than eleven (11) inches.

"Permit" means a written authorization required by the Village or other permitting authority to perform an action or initiate, continue, or complete a project.

"Person" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

"Public safety agency" means the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

"Public Utility" shall have the same meaning as set forth in Section 3-105 of the Public Utilities Act, 220 ILCS 5/3-105.

"Rate" means a recurring charge.

"Right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. "Right-of-way" does not include authority-owned aerial lines.

"Small wireless facility" means a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty-five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

"Structural Engineer" means a person licensed under the laws of the State of Illinois to practice structural engineering.

"Utility pole" means a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

"Village" means the Village of Carol Stream.

"Village Engineer" means that individual appointed as the village engineer or his designee.

"Village utility pole" means a utility pole owned or operated by the Village in public rights-of-way.

"Wireless facility" means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. "Wireless facility" includes small wireless facilities. "Wireless facility" does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

"Wireless infrastructure provider" means any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles

and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

"Wireless provider" means a wireless infrastructure provider and/or a wireless services provider. This does not include, and expressly excludes, any person who is providing service to or for a private niche market.

"Wireless services" means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

"Wireless services provider" means a person who provides wireless services.

"Wireless support structure" means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole.

12-7-4 Zoning: Small wireless facilities shall be classified as permitted uses and shall not be subject to zoning review, if collocated in rights-of-way in any zoning district, or outside rights-of-way in the following zoning districts:

- B-1 Local Business District
- B-2 General Business District
- B-3 Service District
- B-4 Office, Research and Institutional Building District
- I-1 Industrial District

In all other zoning districts, the Village's normal zoning approvals, processes and restrictions shall apply, if zoning approval, processes or restrictions are required by the Village's zoning ordinance.

12-7-5 Permits; Application Process: Unless otherwise specifically exempted in this chapter, a permit to collocate a small wireless facility within the Village is required in all cases. Permits are subject to the following:

A. Permit Applications: Permit applications for the collocation of small wireless facilities shall be made on a form provided by the Village for such purpose. In addition to any generally applicable information required of other communications service providers or for other installations in the public right-of-way, applicants must, when requesting to collocate small wireless facilities on a utility pole or wireless support structure, provide the following information:

1. Site specific structural integrity and, for a Village utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;

2. The location where each proposed small wireless facility or utility pole would be installed and digital photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. The photographs shall include a digital photo simulation of the proposed location providing “before and after” views demonstrating the true visual impact of the proposed small wireless facilities on the surrounding environment;

3. Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;

4. The equipment type and model numbers for the antennas and all other equipment associated with the small wireless facility;

5. A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved;

6. Certification that, to the best of the applicant’s knowledge, the collocation complies with the written design standards established by the Village, and with the various other requirements set forth in this chapter and code;

7. Copies of all licenses, permits and approvals required by or from the Village (i.e. zoning approval, where required), other agencies and units of government with jurisdiction over the design, construction, location and operation of said small wireless facility. The applicant shall maintain such licenses, permits and approvals in full force and effect and provide evidence of renewal or extension thereof when granted; and

8. In the event the small wireless facility is proposed to be attached to an existing utility pole or wireless support structure owned by an entity other than the Village, legally competent evidence of the consent of the owner of such pole or wireless support structure to the proposed collocation.

B. Means of Submission: Permit applications, along with all supporting information, for the collocation of small wireless facilities shall be submitted by personal delivery or by other means approved by the Village.

C. Multiple Applications for Same Location: Multiple applications for collocation on the same utility pole or wireless support structure shall be processed based on a first fully complete application, first-served basis.

D. Permit Application Fees: All applications for collocation of small wireless facilities shall be accompanied by a nonrefundable application fee in the following amounts:

Request to collocate a small wireless facility that includes the installation of a new utility pole	\$1,000.00
Request to collocate a single small wireless facility on an existing utility pole or wireless support structure	\$650.00
Request to collocate multiple small wireless facilities on existing utility poles or wireless support structures addressed in a single application	\$350.00 per small wireless facility

E. Permit review timelines:

1. Completeness of Application: Requests for the collocation of small wireless facilities shall be reviewed for conformance with the requirements of the Act, this chapter, and other applicable provisions of this code. Within thirty (30) days after receiving an application, the Village must determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. Processing deadlines are tolled from the time the Village sends a notice of incompleteness to the time the applicant provides the missing information.

An application shall be deemed complete if the Village fails to provide notification to the applicant within thirty (30) days of the date when all documents, information, and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village.

2. Existing Pole or Wireless Support Structure: Requests for the collocation of small wireless facilities on an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis and either approved or denied within ninety (90) days of submission of a completed application. A permit application shall be deemed approved if the Village fails to approve or deny the application within ninety (90) days, subject to the following: if an applicant intends to proceed with the permitted



activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than seventy-five (75) days after the submission of a completed application. The permit shall be deemed approved on the later of the ninetieth (90<sup>th</sup>) day after submission of the completed application, or the tenth (10<sup>th</sup>) day after receipt of the deemed approved notice by the Village. Receipt of a deemed approved notice by the Village shall not preclude the Village from denying the permit within the allowed time limit.

3. New Utility Pole: Requests for the collocation of small wireless facilities that include the installation of a new utility pole shall be processed on a nondiscriminatory basis and either approved or denied within one hundred and twenty (120) days of submission of a completed application. A permit application shall be deemed approved if the Village fails to approve or deny the application within one hundred twenty (120) days, subject to the following: if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than one hundred five (105) days after the submission of a completed application. The permit shall be deemed approved on the later of the one hundred twentieth (120<sup>th</sup>) day after submission of the completed application, or the tenth (10<sup>th</sup>) day after receipt of the deemed approved notice by the Village. Receipt of a deemed approved notice by the Village shall not preclude the Village from denying the permit within the allowed time limit.

F. Tolling: The time limitations for approval or denial of applications shall be tolled by notice to an applicant that its application is incomplete as set forth above, upon mutual agreement of the parties, or by a local, State or federal disaster declaration or similar emergency that causes a delay.

G. Pole Replacement: Permit approval shall be conditioned on the replacement of a utility pole or wireless support structure at the applicant's sole cost where such replacement is deemed necessary for compliance with the requirements of this chapter or code relative to the siting of small wireless facilities, or other applicable codes and regulations that concern public safety.

H. Denial: The Village shall deny an application that does not meet the requirements of this chapter. The reasons for any denial of a permit shall be provided in a written notice of denial sent to the applicant, and shall include the specific code provisions or application conditions on which the denial is based.

I. Resubmittal After Denial: In the case of a permit denial, an applicant may cure the deficiencies identified in the notice of denial and resubmit a revised application once within thirty (30) days after the notice of denial is sent without payment of an additional

application fee. The Village shall have thirty (30) days to approve or deny the resubmitted application or it is deemed approved, if the applicant has notified the Village of its intention to proceed with the permitted activity on a deemed approved basis, which notification may be submitted with the resubmitted application. Review of a resubmitted application is limited to the deficiencies cited in the original notice of denial. This subsection does not apply if a revised application is not resubmitted within thirty (30) days, or curing any deficiencies in the original application requires review of a new location, new or different structure for collocation, new antennas, or other wireless equipment associated with the small wireless facility. In such cases, a new application and application fee are required.

J. Consolidated Applications: Consolidated applications for small wireless facilities for the collocation of up to twenty-five (25) small wireless facilities shall be allowed if the collocations each involve substantially the same type of small wireless facility and substantially the same type of structure. Each consolidated application shall provide all the information required by this chapter for each small wireless facility at each location. If such an application includes incomplete information for one or more small wireless facility collocations, or includes requests for small wireless facilities that do not qualify for consolidated treatment, or that are otherwise denied, the Village may remove such collocation requests from the application and treat them as separate requests. Separate permits may be issued for each collocation approved in a consolidated application.

K. Alternate Locations: If an applicant is seeking to install a new utility pole as part of its application, the Village may propose that the small wireless facility be located on an existing utility pole or existing wireless support structure within one hundred (100) feet of the proposed collocation. The applicant shall accept the proposed alternate location so long as it has the right to use the location on reasonable terms and conditions, unless the alternate location imposes technical limits or additional material costs as determined by the applicant. If the applicant refuses an alternate location based on the foregoing, the applicant shall provide legally competent evidence in the form of a written certification, under oath, describing the property rights, technical limits or material cost reasons that prevent the alternate location from being utilized.

L. Exemptions: No application, permit approval or fee shall be required from a communications service provider authorized to occupy the right-of-way when the work in question is for:

1. Routine maintenance not requiring replacement of wireless facilities if the wireless provider notifies the Village in writing at least forty-eight hours prior to the planned maintenance;

2. The replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village in writing at least ten (10) days prior to the planned replacement and includes equipment specifications, including (i) equipment type and model numbers, for the replacement of equipment consistent with the equipment specifications information required on a permit application for original installation; and (ii) information sufficient to establish that the replacement is substantially similar. The wireless provider shall provide all information necessary and requested by the Village to establish that the replacement is substantially similar. The Village has the sole right and responsibility to determine if a proposed small wireless facility is substantially similar to the existing small wireless facility; or

3. The installation, placement, maintenance, operation or replacement of micro wireless facilities that are suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.

The foregoing shall not exempt communications service providers from Village permitting requirements where traffic patterns are affected or lane closures are required.

12-7-6 Construction: Collocations for which permits are approved shall be completed within one hundred eighty (180) days of issuance of the permit, unless the Village agrees to extend the period or a delay is caused by make-ready work for a Village utility pole or by the lack of commercial power or backhaul availability at the site, provided the applicant has made a timely request within sixty (60) days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed three hundred sixty (360) days after issuance of the permit. Permits that are not completed within applicable timelines shall be void absent an extension granted in writing by the Village.

12-7-7 Permit Duration: Permits issued for small wireless facilities pursuant to this chapter shall be for a period of five (5) years. Permits are subject to renewal at the end of the five (5) year permit period for a successive five (5) year term so long as the installation complies with the applicable code provisions in force at the time of renewal. A finding by the Village at the time of a request for renewal that an installation does not comply with the applicable code provisions in force at the time of the renewal request shall be in writing. If the Act is repealed or found unconstitutional by a court of competent jurisdiction, all permits granted by the Village under this chapter shall terminate at the end of their current term.

12-7-8 Height Limitations:

A. Antenna Installations: The maximum permitted height of a small wireless facility is ten (10) feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

B. New Poles: The maximum permitted height of new or replacement utility pole or wireless support structure on which a small wireless facility is collocated is the higher of:

1. Ten (10) feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted, and that is located within three hundred (300) feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the Village. The Village may designate which intersecting right-of-way within three hundred (300) feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or

2. Forty-five (45) feet above ground level.

C. Waiver Process:

A Wireless provider may receive a waiver from the Village Engineer from the maximum permitted height of a new pole set forth in this section, if the wireless provider can establish that:

1. Because of a particular unusual condition, a particular hardship or practical difficulty to the wireless provider would result, as distinguished from a mere inconvenience, and such hardship or difficulty has not been created by the wireless provider; and

2. Existing utility poles or wireless support structures, or a new utility pole at the maximum permitted height for a new pole allowed by this section cannot accommodate the wireless facility at a height necessary to function effectively, under reasonable terms and conditions; and

3. The use of existing utility poles or other wireless support structures, or a new utility pole at the maximum permitted height for a new pole allowed by this section, is not technically feasible.

12-7-9 General Requirements:

A. Public Safety Technology: A wireless provider's operation of a small wireless facility may not interfere with the frequencies used by a public safety agency for public safety communications. A wireless provider must install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference is determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licenses by a

public safety agency. If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the small wireless facility and later powering up the small wireless facility for intermittent testing, if necessary. The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC, including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675. The burden to establish the good faith effort shall be on the wireless provider, which shall timely deliver to the Village all information necessary to demonstrate its efforts to resolve the interference consistent with the Code of Federal Regulations sections cited above. Failure to remedy the interference as required herein shall constitute a public nuisance and the small wireless facility may be abated through the procedures for abatement of such nuisances set forth in this code.

- B. A wireless provider shall not construct or maintain any small wireless facility that:
1. Obstructs, impedes or hinders the usual travel or public safety on a right-of-way;
  2. Obstructs the legal use of right-of-way by utility users;
  3. Violates nondiscriminatory applicable codes;
  4. Violates or conflicts with chapter 12, article 7, or other applicable regulations set forth in this code or otherwise adopted by the Village, except to the extent such chapters, sections or regulations may be modified by the provisions of this chapter; or
  5. Violates the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*)

C. Contractual Requirements: Wireless providers shall comply with all requirements imposed by a contract between the Village and any private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.

D. Ground-Mounted Equipment: Wireless providers shall comply with the ground mounted equipment spacing requirements within rights-of-way as set forth in chapter 12, article 5 of this code.

E. Undergrounding:

1. The wireless provider shall comply with Village code provisions or regulations concerning undergrounding requirements, if any, that prohibit the installation of new or the modification of existing utility poles or equipment in the right-of-way.

2. A Wireless Provider may receive a waiver from the village engineer to allow small wireless facilities to be located above ground in an area where Village ordinances or regulations prohibit or restrict above ground facilities if the wireless provider can establish that:

a. Underground equipment is not technically feasible and there is no reasonable alternative or location that is more aesthetically favorable to adjacent property owners and to effective use and management of the right-of-way; and

b. An above ground small wireless facility at the proposed location is necessary at the proposed location to provide coverage in a specified area; and

c. An above ground small wireless facility at the proposed location will not disrupt traffic or pedestrian circulation or constitute a safety hazard; and

d. An above ground small wireless facility at the proposed location will not interfere with public safety uses or frequencies; and

e. Space exists within the public right-of-way to accommodate the above ground small wireless facility at the proposed location; and

f. An above ground small wireless facility at the proposed location will not create a safety hazard; and

g. The above ground small wireless facility is located and designed in such a way so as to minimize its visual impact on adjacent properties; and

h. In any historical area, that the above ground small wireless facility will not detrimentally affect the historical nature of the area.

3. Screening for Ground Mounted Facilities. Where a ground-mounted facility is allowed, such equipment shall be screened around the perimeter in accordance with a landscape plan sealed by a professional landscape engineer. Plant materials shall include a mixture of deciduous and coniferous planting materials. The owner or wireless provider shall be responsible for maintenance of all landscaping as provided in the approved landscape plan.

4. Future Undergrounding: The Village may, from time to time, make a decision to eliminate above-ground utility poles of a particular type generally, such as electric utility poles, in all or a significant portion of the Village. In the event that such a utility pole has a

collocated small wireless facility in place at the time of such a decision, the Village shall either:

a. Continue to maintain the utility pole, or install and maintain a reasonable utility pole or wireless support structure for the collocation of the small wireless facility; or

b. Offer to sell the utility pole to the wireless provider at a reasonable cost, or allow the wireless provider to install its own utility pole so it can maintain service from that location.

F. Collocation Limits: Wireless providers shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subsection, the terms "communications space", "communication worker safety zone", and "electric supply zone" have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

G. Code Compliance: Wireless providers shall comply with applicable codes and local code provisions or regulations that concern public safety.

12-7-10 Stealth, Concealment and Design Standards: Every small wireless facility installation shall comply with the following standards:

A. General Stealth, Concealment and Design Standards: Installations shall comply with any stealth, concealment, design and aesthetic standards applicable to utility installations in the public right-of-way, as set forth in chapter 12, article 7 of this code, as well as any written design standards that are generally applicable for decorative utility poles, or reasonable stealth, concealment, design and aesthetic requirements that are otherwise identified by the Village in an ordinance, written policy adopted by the Village Board of Trustees, in the Village's comprehensive plan, or in a written design plan that applies to other occupiers of the rights-of-way, including on a historic landmark or in a historic district.

B. Historic Districts and Landmarks: For areas designated as historic districts, or on buildings or structures designated as historic landmarks, in addition to the stealth, concealment and design requirements referenced above, small wireless facilities shall be

comprised of materials that are consistent with the surrounding elements so as to blend architecturally with any buildings or structures designated as historic landmarks or located within a designated historic district, and shall be designed to blend with the surrounding historical landmarks and/or district in design and color. Small wireless facilities shall also comply with any additional design/stealth restrictions or conditions adopted for historic landmarks.

C. Limitations:

1. Any stealth, concealment and design standards, including restrictions on a specific category of utility poles, may not have the effect of prohibiting any provider's technology. Such stealth, concealment and design measures shall not be considered a part of the small wireless facility for purposes of the size restrictions of a small wireless facility.

2. This subsection shall not be construed to limit the Village's enforcement of historic preservation in conformance with the requirements adopted pursuant to the Illinois State Agency Historic Resources Preservation Act or the National Historic Preservation Act of 1966, 54 U.S.C. Section 300101 *et seq.*, and the regulations adopted to implement those laws.

12-7-11 Reservation of Village Utility Pole Space: The Village may reserve space on Village-owned utility poles for future public safety uses or for Village electric utility uses. Such reservation may preclude collocation of small wireless facilities if the Village reasonably determines that the Village's utility pole cannot accommodate both uses.

12-7-12 Applicability of Existing Agreements:

A. Existing Installations: Subject to any applicable termination provisions, where an existing agreement is in place between the Village and a wireless provider relating to the collocation of small wireless facilities on Village utility poles on June 1, 2018, such agreement shall remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted prior to June 1, 2018.

B. Applications Received Between June 1, 2018 and June 1, 2020: Subject to any applicable termination provisions, where an existing agreement is in place between the Village and a wireless provider relating to the collocation of small wireless facilities on Village utility poles on June 1, 2018, such agreement shall remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted after June 1, 2018, but prior to June 1, 2020, until June 1, 2020 or receipt by the Village from the wireless provider of a notice that it is opting to accept the rates, fees and terms of this chapter and the Act received after June 1, 2020, whichever is later.



C. Applications Received After June 1, 2020: Subject to any applicable termination provisions, where an existing agreement is in place between the Village and a wireless provider relating to the collocation of small wireless facilities on Village utility poles on June 1, 2018, such agreement shall remain in effect for all small wireless facilities collocated on the Village's utility poles pursuant to applications submitted after June 1, 2020, until receipt by the Village of a notice from the wireless provider that it is accepting the rates, fees, terms and conditions of this chapter.

12-7-13 Collocation on Village Owned Infrastructure:

A. Fee: The annual fee to collocate a small wireless facility on a Village-owned utility pole located in a right-of-way shall be the higher of:

1. \$200/year per small wireless facility; or
2. The actual, direct, and reasonable costs related to the wireless providers use of space on the pole.

B. Exception: Small wireless facilities collocated on Village-owned utility poles located outside of public right-of-way are not subject to the rate limitations in this section.

C. Attachment Agreement: An attachment agreement in a form approved by the Village is required for any collocation upon any Village owned utility pole or wireless support structure.

12-7-14 Notice of Sale or Transfer: A wireless provider shall, prior to any sale or transfer of ownership or control of a small wireless facility located within the jurisdiction of the Village, provide written notice to the Village of such sale or transfer of control. Such notice shall include the name and contact information of the new wireless provider.

12-7-15 Abandonment:

A. A small wireless facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned and the owner of the facility shall remove the small wireless facility within ninety (90) days after receipt of written notice from the Village notifying it of the abandonment. The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at its last known address. If the small wireless facility is not removed within ninety (90) days after receipt of such notice, such wireless facility shall be deemed to be a nuisance and the Village may remove or cause the removal of such facility, and recover or place a lien for its costs, pursuant to the terms of its pole attachment or other agreement for Village utility poles or through the procedures for abatement of nuisances set forth in this code.

B. In the event the Village suspects that the wireless provider is no longer using the small wireless facilities to provide wireless service, it may send the wireless provider written notice that requires the wireless provider to remove the small wireless facility or provide proof that the small wireless facility is operational and still being used within thirty (30) days, and informs the wireless provider that failure to provide proof or to remove the small wireless facility will result in the Village removing the small wireless facility at the wireless provider's cost.

12-7-16 Dispute Resolution:

The Circuit Court of Du Page County shall have exclusive jurisdiction to resolve all disputes arising under the Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on Village utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per pole, with rates to be determined upon final resolution of the dispute.

12-7-17 Indemnification: Other than for liabilities and losses due to or caused by the sole negligence of the Village or its employees or agents, a wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village infrastructure or improvements, or right-of-way associated with such infrastructure or improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this chapter and the Act. A wireless provider proceeding under this chapter waives any claims it may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.

12-7-18 Insurance: At all times during the period in which a wireless provider's facilities are located on Village infrastructure, improvements or in right-of-way, the wireless provider shall, at its own sole cost and expense, carry the following insurance coverages:

- A. Property insurance for its property's replacement cost against all risks;
- B. Workers' Compensation insurance within statutory limits as required by law; and
- C. Commercial general liability insurance with respect to its activities on the Village infrastructure, improvements or rights-of-way, including coverage for bodily injury and property damage, with limits not less than:
  - 1. Five million dollars for bodily injury or death to each person;
  - 2. Five million dollars for property damage resulting from any one accident;and

3. Five million dollars for all other types of liability.

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and shall provide certificates of insurance and proof of inclusion of the Village in a commercial general liability policy to the Village prior to the collocation of any small wireless facility, and shall keep updated certificates and proof of inclusion on file with the Village at all times that the provider maintains small wireless facilities within the Village.

D. A wireless provider may self-insure all or a portion of the insurance coverage and limits required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement that the Village be named an additional insured. A wireless provider that self-insures shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance limits required by the Village.

12-7-19 Maintenance of Small Wireless Facilities:

A. A wireless provider shall maintain all small wireless facilities installed within the Village in a condition that maintains the safety, integrity and aesthetics of such facilities. Small wireless facilities shall not appear to be unkempt. In the event of a failure to properly maintain such facilities, the Village shall notify the wireless provider, in writing, who shall have thirty (30) days to correct the identified maintenance violation. If not corrected within such period, the Village reserves the right to take such action as it deems necessary, including revocation of the permit. Maintenance and replacement of small wireless facilities shall be performed by the wireless provider at the wireless provider's sole cost and expense.

B. In the event of an emergency involving an imminent threat to life or property, the Village may take corrective action to eliminate such emergency at the wireless provider's expense.

12-7-20 Revocation of Permit:

A. A permit to collocate a small wireless facility may be revoked for one or more of the following reasons:

1. The wireless provider obtained approval by means of fraud or made a misrepresentation of a material fact with respect to the permit application, or any required documentation or submittal.

2. The wireless provider failed to construct the small wireless facility in accordance with the approved plans.

3. The wireless provider failed to comply within any material condition of a permit issued.

4. The wireless provider substantially expanded or altered the use or the structure of the small wireless facility beyond what was requested in the permit application or approved, without the approval of the Village.

5. The wireless provider failed to notify the Village of the replacement of small wireless facilities as required by this chapter.

6. A substantial change of law has occurred affecting the wireless provider's authority to occupy or use the property upon which the small wireless facility is located.

7. The small wireless facility interferes with vehicular or pedestrian use of the public right of way.

8. The wireless provider has failed to make a safe and timely restoration of the right-of-way or the property upon which the small wireless facility is located.

9. The wireless provider has failed to properly maintain the wireless facility as required by this chapter.

10. The wireless provider has failed to abate interference with public safety communications in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

11. The small wireless facility has been abandoned and the wireless provider has failed to remove the small wireless facilities as provided in this chapter.

B. Written notification of the permit revocation shall be sent by certified mail or shall be personally delivered to the wireless provider setting forth the basis for the revocation. The wireless provider shall, within fourteen days of the notice of revocation, file a written response with the village engineer setting forth the reasons why the permit should not be revoked along with such evidence in opposition to the revocation as the wireless provider determines necessary. Failure to file a response with the village engineer shall be deemed an admission of the facts set forth in the notification of written notification and shall result in automatic revocation of the permit. The village engineer shall render findings and a decision within twenty-one days of the date of receipt of the wireless provider's response, if any.

C. If the village engineer revokes the permit, the wireless provider may file a written notice of appeal with the Village Clerk within twenty-one (21) days of notification of the permit revocation. Such notice shall contain a response to the decision of the village engineer. The Village Board shall hear the revocation appeal and render a decision on such appeal.

12-7-21 Exceptions to Applicability: This chapter does not apply to the collocation of small wireless facilities on:

- A. Property owned by a private party;
- B. Property owned or controlled by a unit of local government that is not located within rights-of-way (local governments are, however, required to authorize the collocation of small wireless facilities on utility poles owned or controlled by the local government or located within rights-of-way to the same extent the local government permits access to utility poles for other commercial projects or uses);
- C. A privately-owned utility pole or wireless support structure, without the consent of the property owner;
- D. Property owned, leased or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes, without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code (605 ILCS 5/1-101 *et seq.*);
- E. Property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code (625 ILCS 5/18c-7201), Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Public Utilities Act (220 ILCS 5/16-102), without the consent of the rail carrier, public commuter rail service, or electric utility;
- F. Facilities of an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Public Utilities Act; or
- G. Small wireless facilities owned by the Village.

**SECTION 4:** All ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

**SECTION 5:** Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Village Code, as amended, shall remain in full force and effect.

**SECTION 6:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

**SECTION 7:** This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018, pursuant to a roll call vote as follows:

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

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

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and attested to by the Village Clerk this same day.

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

**ATTEST:**

\_\_\_\_\_  
Laura Czarnecki, Village Clerk

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DU PAGE    )

**CLERK'S CERTIFICATE**

I, Laura Czarnecki, Clerk of the Village of Carol Stream, in the County of DuPage and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

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

**AN ORDINANCE AMENDING THE VILLAGE OF CAROL STREAM CODE OF ORDINANCES RELATIVE TO THE PERMITTING, REGULATION AND DEPLOYMENT OF SMALL WIRELESS FACILITIES**

which Ordinance was passed by the Board of Trustees of the Village of Carol Stream at a Regular Village Board Meeting on the \_\_\_ day of \_\_\_\_\_, 2018, at which meeting a quorum was present, and approved by the Mayor of the Village of Carol Stream on the \_\_\_ day of \_\_\_\_\_, 2018.

I further certify that the vote on the question of the passage of said Ordinance by the Mayor and Board of Trustees of the Village of Carol Stream was taken by Ayes and Nays and recorded in the minutes of the Mayor and Board of Trustees of the Village of Carol Stream, and that the result of said vote was as follows, to-wit:

**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.




**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Carol Stream, this \_\_\_ day of \_\_\_\_\_, 2018.

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

[SEAL]

*Village of Carol Stream*  
Interdepartmental Memorandum

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Village Engineer   
Don Bastian, Community Development Director   
Phil Modaff, Director of Public Works 

DATE: June 27, 2018

RE: 2-7-13 Police Powers of Certain Employees

Chapter 2, Article 2, Section 13 Police Powers of Certain Employees identifies specific positions with the authority to enforce the Village's Code of Ordinances. This section needs to be amended due to changes in personnel.

Two new positions in the Department of Engineering Services were created: Civil Engineering II and Stormwater Administrator. Similarly the Planning & Economic Development Manager and Development Services Manager in Community Development and the Superintendent of Operations in Public Works were also created. All positions should have the ability to enforce code compliance and issue citations for violations.

Therefore, Staff recommends that Chapter 2, Article 2, Section 13 Police Powers of Certain Employees of the Carol Stream Code of Ordinances shall be repealed, and in its place the following shall be inserted:

**2-7-13 POLICE POWERS OF CERTAIN EMPLOYEES.**

For the purpose of enforcing this code of ordinances, the Subdivision Code, Zoning Code and Building Construction and Maintenance Codes of the village, the following employees shall be vested with police powers in the enforcement of code compliance and issuance of citations for ordinance violations: Community Service Technicians, Engineering Services Director, Assistant Village Engineer, Civil Engineer II, Stormwater Administrator, Engineering Inspectors, Community Development Director, Planning & Economic Development Manager, Development Services Manager, Code Professionals, Public Works Director and Superintendent of Operations. For the purpose of enforcing the Fire Code, the above officials and employees shall all be vested with police powers as shall employees of the Carol Stream Fire Protection District acting under an intergovernmental agreement with the village.

Cc: Bill Cleveland, Assistant Village Engineer  
Adam Frederick, Civil Engineer II  
Greg Ulreich, Stormwater Administrator



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING THE CAROL STREAM CODE OF ORDINANCES,  
CHAPTER 2, "APPOINTED OFFICERS AND EMPLOYEES", ARTICLE 7,  
"OFFICERS AND EMPLOYEES GENERALLY", SECTION 13,  
"POLICE POWERS OF CERTAIN EMPLOYEES"**

**WHEREAS**, the Mayor and Board of Trustees, in order to provide for the health, safety and welfare of the residents of the Village, have heretofore adopted ordinances regulating certain activities within the Village of Carol Stream; and

**WHEREAS**, it is necessary and proper to provide for the enforcement of the above referenced ordinances; and

**WHEREAS**, the Mayor and Board of Trustees have heretofore adopted Section 13, "Police Powers of Certain Employees" of Chapter 2, "Appointed Officers and Employees, Article 7, "Officers and Employees Generally, granting police powers to certain Village employees to enforce village ordinances; and

**WHEREAS**, Mayor and Board of Trustees find it to be in the best interests of the Village to amend the provisions of Section 13, "Police Powers of Certain Employees" of Chapter 2, "Appointed Officers and Employees, Article 7, "Officers and Employees Generally".

**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:** Chapter 2, "Appointed Officers and Employees, Article 7, "Officers and Employees Generally", Section 13, "Police Powers of Certain Employees" is hereby amended and as amended shall read as follows:

**§2-7-13** For the purpose of enforcing this code of ordinances, the Subdivision Code, Zoning Code and Building Construction and Maintenance Codes of the village, the following employees shall be vested with police powers in the enforcement of code compliance and issuance of citations for ordinance violations: Community Service Technicians, Engineering Services Director, Assistant Village Engineer, Civil Engineer II, Stormwater Administrator, Engineering Inspectors, Community Development Director, Planning and Economic Development Manager, Development Services Manager, Code Professionals, Public Works Director and Superintendent of Operations. For the purpose of enforcing the Fire Code, the above officials and employees shall all be vested with police powers as shall employees of the Carol Stream Fire Protection District acting under an intergovernmental agreement with the village.

**SECTION 2** Those sections, paragraphs and provisions of Chapter 2 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

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

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

PASSED AND APPROVED THIS 16<sup>th</sup> DAY OF JULY, 2018.

AYES:

NAYS:

ABSENT:


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Frank Saverino, Sr., Mayor

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Laura Czarnecki, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Mayor and Trustees  
**FROM:** Joseph E. Breinig, Village Manager   
**DATE:** July 11, 2018  
**RE:** Carol Stream Park District Request-Temporary Lighting Red Hawk Park

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Attached for your review and consideration is a request from the Carol Stream Park District for temporary lighting at Red Hawk Park. The request is made on behalf of the Carol Stream Youth Football Association for football practices in the northwest corner of the Park. The accompanying map shows where eight portable lights are to be placed. The lights will be used on weekdays from 6:00 to 9:00 p.m. Lights will be operated from July 30 through November 16, 2018.

A similar request for temporary lighting for football was approved by the Village Board in 2015 and 2017. There were no complaints or problems resulting from the lighting. The lighting is removed from any residences and is well buffered and screened from adjoining properties. As noted previously, the nearest residences to the football fields are located approximately 820 feet to the northwest (east side of Ethel Street), 1,270 feet to the northeast (south side of Shelburne Drive), and 1,000 feet to the east (east side of Kuhn). The first two locations are across North Avenue and the third is across Kuhn Road.

While permanent lighting requires approval of a special use permit, staff continues to believe that the temporary nature of this lighting warrants a waiver of those requirements by the Village Board. Section 1-1-17 of the Village Code allows the Village Board to grant waivers of this nature. Staff recommends approval of the request subject to the terms outlined in the Park District's July 10, 2018 letter. In granting the waiver, it is understood that future requests for temporary lighting will need to return to the Village Board for approval.

JEB/dk

Attachments

cc: Carol Stream Park District



849 W. Lies Road, Carol Stream, IL 60188  
630-784-6100 (main) • 630-289-1972 (fax)

July 10, 2018

Mr. Joe Breinig  
Village Manager  
Village of Carol Stream  
505 E. North Ave.  
Carol Stream, IL 60188

Dear Joe:

As in the past, the Carol Stream Park District is requesting permission from the Village of Carol Stream to allow our affiliate organization, Carol Stream Youth Football Association (CSYFA) to utilize portable lighting standards for their football practices at Red Hawk Park, 651 E. St. Charles Road, Carol Stream.

Lights would be needed from July 30 through November 16, 2018. The lights would be used on weeknights from 6-9 pm. The installation of the portable lights would be in accordance with all applicable Village codes and requirements. Please see the attached map for the anticipated location of the portable lights within the park.

Thank you in advance for your time and consideration. Let me know if you need more information as I can be contacted by phone at 630-784-6135 or e-mail at [anthonyk@csparks.org](mailto:anthonyk@csparks.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony Kenny", written over a light blue circular stamp or watermark.

**Anthony Kenny**  
Athletic Manager

CC: Renee Bachewicz, Recreation Director



**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 16, 2018**

**AGENDA ITEM**  
L-1 7/16/18

<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>					
JN HYDRAULIC OIL	43.54	01696200-53354	PARTS PURCHASED	PSO003474-1	
JN HYDRAULIC OIL	53.85	01696200-53354	PARTS PURCHASED	PSO003475-1	
JN ROD	59.25	01696200-53354	PARTS PURCHASED	PSO003472-1	
	<u>156.64</u>				
<b>505 E NORTH AVE INC</b>					
RENT - AUGUST 2018	26,250.00	01680000-55300	RENT - 505 NORTH AVE	AUGUST 2018	
	<u>26,250.00</u>				
<b>ACCURATE OFFICE SUPPLY CO</b>					
COPY PAPER	298.90	01590000-52231	COPY EXPENSE	442335	
MISC. SUPPLIES	11.53	01590000-53314	OFFICE SUPPLIES	442870	
TC POSTER PAPER	27.14	01750000-52288	CONCERT SERIES	442717	
	<u>337.57</u>				
<b>ADVANCE AUTO PARTS PROFESSIONAL</b>					
JN FITTINGS	77.41	01696200-53354	PARTS PURCHASED	2420-417168	
JN GASKET	25.79	01696200-53354	PARTS PURCHASED	2420-416190	
JN HELI COIL	27.59	01696200-53354	PARTS PURCHASED	2420-416182	
JN HOSE	110.49	01696200-53354	PARTS PURCHASED	2420-416881	
JN RETURN GASKET	-25.79	01696200-53354	PARTS PURCHASED	2420-416210	
JN SENSOR	38.99	01696200-53354	PARTS PURCHASED	2420-416097	
MA ANTI-FREEZE	68.28	01696200-53354	PARTS PURCHASED	2420-415652	
MA BULB	4.89	01696200-53354	PARTS PURCHASED	2420-415645	
MA BULBS	58.55	01696200-53354	PARTS PURCHASED	2420-415611	
MA FITTINGS	17.86	01696200-53354	PARTS PURCHASED	2420-415154	
MA NUTS	8.65	01696200-53354	PARTS PURCHASED	2420-415621	
MA RETURN	-35.19	01696200-53354	PARTS PURCHASED	2420-415740	
TOOL RENTAL RETURN	-79.32	01696200-53316	TOOLS	2420-415740	
	<u>298.20</u>				

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Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AMANN INC</b>					
SUPERVISOR SHIRTS	96.50	01670100-53324	UNIFORMS	18-1172	
SUPERVISOR SHIRTS	97.45	04100100-53324	UNIFORMS	18-1172	
T-SHIRTS (GARAGE)	335.15	01696200-53324	UNIFORMS	18-1170	
T-SHIRTS (SEWER)	373.88	04100100-53324	UNIFORMS	18-1171	
T-SHIRTS (STREETS)	765.23	01670100-53324	UNIFORMS	18-1162	
T-SHIRTS (WATER)	209.45	04200100-53324	UNIFORMS	18-1173	
T-SHIRTS (WATER)	213.60	04200100-53324	UNIFORMS	18-1169	
	<u>2,091.26</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>AMAZON.COM</b>					
ADAPTERS	39.73	01696200-53316	TOOLS	7846628	
CAMERA CASES	49.95	01662700-53317	OPERATING SUPPLIES	5179423	
CONCERT GIVEAWAYS	107.94	01750000-52288	CONCERT SERIES	6398612	
DOG LEASHES	34.89	01662700-52249	ANIMAL CONTROL	1769853	
EVIDENCE SUPPLIES	17.99	01662700-53317	OPERATING SUPPLIES	6375424	
EYEWASH STATION SOLUTION	17.50	01670100-53317	OPERATING SUPPLIES	8899425	
EYEWASH STATION SOLUTION	17.50	04201600-53317	OPERATING SUPPLIES	8899425	
GLOVES	69.00	04101500-53317	OPERATING SUPPLIES	5472213	
GLOVES	90.73	04201600-53317	OPERATING SUPPLIES	6761847	
JEANS-DOUG NEWLIN	149.95	01696200-53324	UNIFORMS	4350639	
JEANS-MIKE HARTING	21.99	01696200-53324	UNIFORMS	9174619	
JN BLADES	64.56	01696200-53354	PARTS PURCHASED	6917801	
JN BLADES	64.56	01696200-53354	PARTS PURCHASED	8053843	
JN LIGHTS	100.00	01696200-53354	PARTS PURCHASED	1965813	
JN PULLEY	41.40	01696200-53354	PARTS PURCHASED	9565807	
MA BLADE	71.64	01696200-53354	PARTS PURCHASED	8113844	
PET CHIP READER	368.99	01662700-52249	ANIMAL CONTROL	1077818	
PHOTOGRAPHY SUPPLIES	44.98	01662700-53317	OPERATING SUPPLIES	6179449	
PHOTOGRAPHY SUPPLIES	16.99	01662700-53317	OPERATING SUPPLIES	8920246	
PLOW JACKS	73.76	01670200-53317	OPERATING SUPPLIES	8372202	
PLOW JACKS	105.93	01670200-53317	OPERATING SUPPLIES	0650643	
RETIREMENT GIFT M KONIOR	14.99	01660100-53317	OPERATING SUPPLIES	0990621	
ROLOC DISC	51.50	01696200-53317	OPERATING SUPPLIES	2062633	
SD CARDS	187.50	01662700-53317	OPERATING SUPPLIES	4513069	
SOFTSOAP	81.29	01670400-52244	MAINTENANCE & REPAIR	5960256	
SQUAD CAMERAS	260.85	01662700-53350	SMALL EQUIPMENT EXPENSE	4561004	
TRAINING BOOKS	47.27	01662700-53318	REFERENCE MATERIALS	9511414	
WISE	85.99	01696200-53316	TOOLS	9203400	
	<b>2,299.37</b>				



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<b>AMERICAN FIRST AID</b>					
1ST AID -VLG HALL /MAY	59.15	01590000-53317	OPERATING SUPPLIES	65117	
	<u>59.15</u>				
<b>AMERICAN PUBLIC WORKS ASSOCIATION</b>					
APWA EXPO-CREDIT	-100.00	01620600-52223	TRAINING	63625CR	
EXPO 5/23-24 ULREICH	100.00	01620600-52223	TRAINING	63625	
	<u>0.00</u>				
<b>AMERICAN ROAD MAINTENANCE</b>					
ASPHALT REJUVENATOR PROJECT-FINAL	134,351.87	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	M18010	20190002
	<u>134,351.87</u>				
<b>ARENDS HOGAN WALKER LLC</b>					
JN CABLE	42.06	01696200-53354	PARTS PURCHASED	1705073	
MA BLADES	73.07	01696200-53354	PARTS PURCHASED	1687326/1	
	<u>115.13</u>				
<b>AVALON PETROLEUM COMPANY</b>					
DIESEL FUEL	2,560.00	01696200-53356	GAS PURCHASED	019052	
	<u>2,560.00</u>				
<b>AWARDS.COM</b>					
AWARD PLAQUES	92.08	01662300-53317	OPERATING SUPPLIES	101209	
	<u>92.08</u>				
<b>B &amp; F CONSTRUCTION CODE SERVICES, INC</b>					
BLDG PLAN REVIEW (195 ALEXANDRA)	3,096.73	01643700-52253	CONSULTANT	49618	
	<u>3,096.73</u>				
<b>BATTERY SERVICE CORPORATION</b>					
BATTERY	57.10	01670300-53317	OPERATING SUPPLIES	0037955	
MA TRAILER BATTERY	34.56	01696200-53354	PARTS PURCHASED	0037641	
	<u>91.66</u>				

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<b>BAXTER &amp; WOODMAN INC</b>					
PAY REQUEST #1 FY19 NPSWS PERMIT	65.00	04101100-52253	CONSULTANT	0199851	
	<u>65.00</u>				
<b>BEARY LANDSCAPING</b>					
MOWING OF RIGHTS OF WAY PUBLIC 7/1/18	10,299.57	01670400-52272	PROPERTY MAINTENANCE	97874	20190005
	<u>10,299.57</u>				
<b>BIKE BANDIT.COM</b>					
JN CONTROL BOX	477.95	01696200-53354	PARTS PURCHASED	1635197	
	<u>477.95</u>				
<b>BLOOMING COLOR OF ST CHARLES</b>					
K SCHNEIDER BUSINESS CARDS	38.12	01662700-53317	OPERATING SUPPLIES	239664	
PROPERTY MAINT NOTICE	339.30	01642100-53315	PRINTED MATERIALS	239655	
TURNHOLT BIZ CARDS	38.12	01662300-53317	OPERATING SUPPLIES	238389	
	<u>415.54</u>				
<b>BRACING SYSTEMS</b>					
ARDEX	89.90	01670500-53317	OPERATING SUPPLIES	323546-1	
LATH	36.50	01670500-53317	OPERATING SUPPLIES	324745-1	
MARKING PAINT	38.40	01622200-53317	OPERATING SUPPLIES	324260-1	
TOOLS & SUPPLIES	15.00	01670500-53317	OPERATING SUPPLIES	323398-1	
TOOLS & SUPPLIES	97.75	01670500-53316	TOOLS	323398-1	
	<u>277.55</u>				
<b>BRASS BULLIT INC</b>					
CONCERT SERIES 8/2/18 -BBI	1,500.00	01750000-52288	CONCERT SERIES	AUG 2, 2018	
	<u>1,500.00</u>				

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<b>BRIAN COOPER</b>					
PR DIEM TRN 7/29 -8/17 EXC MGMT PRGM	693.00	01660100-52223	TRAINING	PER DIEM EMP COURSE	
TUITION REIMB MPA504 MNGMT POLICES 5/5- €	2,055.00	01660100-52223	TRAINING	MPA 504 MGMT POLITC	
	<b>2,748.00</b>				
<b>C S CHAMBER OF COMMERCE</b>					
CHAMBER LUNCH DON B	25.00	01590000-52222	MEETINGS	3462778	
CHAMBER LUNCH J BREINIG	25.00	01590000-52222	MEETINGS	3462778	
MAYOR CHAMBER LUNCH	25.00	01520000-52222	MEETINGS	3490684	
	<b>75.00</b>				
<b>C S FIRE PROTECTION DISTRICT</b>					
PERMITS JUNE 2018	280.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS -JUNE	
	<b>280.00</b>				
<b>CALIBRE PRESS LLC</b>					
JOHNSON TRNG MAY 23TH CONST USE OF FORCI	149.00	01662700-52223	TRAINING	40720630675	
	<b>149.00</b>				
<b>CANON FINANCIAL SERVICES INC</b>					
ADM COPR USG JUNE	890.18	01652800-52226	OFFICE EQUIPMENT MAINTENANCL	8607215	
	<b>890.18</b>				
<b>CAPUTO'S NEW FARM PRODUCE- CAROL STREAM INC</b>					
PWKS-BBQ	72.87	01600000-52242	EMPLOYEE RECOGNITION	00057119	
PW BBQ SUPPLIES	172.10	01600000-52242	EMPLOYEE RECOGNITION	00530234	
WATER FOR PW BBQ	10.00	01600000-52242	EMPLOYEE RECOGNITION	00506775	
	<b>254.97</b>				
<b>CH2MHILL OMI</b>					
OPERATING CONTRACT- AUGUST 2018	143,818.92	04101100-52262	WRC CONTRACT	67501	20190009
	<b>143,818.92</b>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>CHECKPOINT PRESS</b>					
AD FOR PT RECORDS CLERK	298.00	01600000-52228	PERSONNEL HIRING	37273	
	<u>298.00</u>				
<b>CHICAGO PARTS AND SOUND</b>					
JN STARTER	135.79	01696200-53354	PARTS PURCHASED	30IC076686	
JN STARTER	145.92	01696200-53354	PARTS PURCHASED	30IC077080	
JN WATER PUMP	115.93	01696200-53354	PARTS PURCHASED	30IC077171	
	<u>397.64</u>				
<b>CHICAGO TRIBUNE-REDEYE</b>					
JUNE SUBSCRIPTION	15.96	01660100-52234	DUES & SUBSCRIPTIONS	JUNE2018	
	<u>15.96</u>				
<b>CHRISTOPHER SCARPULLA</b>					
REIMB FOR ACADEMY UNIFORM	195.00	01662700-52223	TRAINING	UNIFORM REIMB	
	<u>195.00</u>				
<b>CLARK BAIRD SMITH LLP</b>					
LABOR COUNSEL - JUNE	566.25	01570000-52238	LEGAL FEES	10096	
	<u>566.25</u>				
<b>CLEANING SPECIALIST INC</b>					
BIO HAZARD CLEANING	95.00	01662400-53317	OPERATING SUPPLIES	2294	
	<u>95.00</u>				
<b>CLIMATE PROS INC</b>					
ICE MACH SRV- TC	453.36	01680000-52244	MAINTENANCE & REPAIR	152838	
	<u>453.36</u>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>COMCAST CABLE</b>					
05/02/18-06/01/18 SRV FEE	80.95	01664700-53330	INVESTIGATION FUND	0479023 4/28/18	
NETWRK THRU APRIL 14, 2018	4,495.59	01652800-52230	TELEPHONE	64133241	
NEWWORK THRU MAY 14, 2018	4,428.18	01652800-52230	TELEPHONE	6524706	
TV SRV 505 5/19-6/18	6.36	01652800-52230	TELEPHONE	0443594 5/15/2018	
	<b>9,011.08</b>				
<b>COMED</b>					
101 E ST CHARLES	34.16	01670600-53210	ELECTRICITY	6827721000 7/9/18	
106 GOLDENHILL	106.34	01670600-53210	ELECTRICITY	2127117053 06/21/18	
1128 EVERGREEN TR LIFT STATION	93.92	04101500-53210	ELECTRICITY	0291093117 6/19/18	
MASTER ACCT- 5025	397.08	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 6/20/18	
SW- MORTON & LIES	202.01	01670300-53213	STREET LIGHT ELECTRICITY	0815164035 06/26/18	
	<b>833.51</b>				
<b>COMPLETE FLEET SERVICE</b>					
CYL REBUILD	275.00	01696200-53353	OUTSOURCING SERVICES	16114	
	<b>275.00</b>				
<b>CONSTANT CONTACT</b>					
E-NEWSLETTER-JUNE	420.00	01520000-52240	PUBLIC NOTICES/INFORMATION	06082018	
	<b>420.00</b>				

**Village of Carol Stream  
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<b>CONSTELLATION NEW ENERGY</b>					
1 N END THORNHILL	100.37	01670300-53213	STREET LIGHT ELECTRICITY	12443718501	
1345 GEORGETOWN CONTROLLER	20.39	01670300-53213	STREET LIGHT ELECTRICITY	12460659401	
300 BENNETT DR - LIGHTS	1,089.39	01670300-53213	STREET LIGHT ELECTRICITY	12466917001	
301 ANTELOPE	64.34	01670300-53213	STREET LIGHT ELECTRICITY	12453172201	
391 FLINT	54.16	01670300-53213	STREET LIGHT ELECTRICITY	12453190701	
403 SIOUX	18.54	01670300-53213	STREET LIGHT ELECTRICITY	12453181701	
451 SILVERLEAF - LIGHTS	39.47	01670300-53213	STREET LIGHT ELECTRICITY	12453157901	
491 CHEYENNE	18.27	01670300-53213	STREET LIGHT ELECTRICITY	12453208901	
500 N GARY- CONTROLLER	186.64	01670300-53213	STREET LIGHT ELECTRICITY	12453212601	
506 CHEROKEE	43.41	01670300-53213	STREET LIGHT ELECTRICITY	12453195201	
512 CANYON TRL	16.76	01670300-53213	STREET LIGHT ELECTRICITY	12453176201	
594 NEZ PERCE CT	60.32	01670300-53213	STREET LIGHT ELECTRICITY	12453175401	
796 PAWNEE	48.92	01670300-53213	STREET LIGHT ELECTRICITY	12453191401	
880 PAPOOSE CT	96.58	01670300-53213	STREET LIGHT ELECTRICITY	12453172501	
990 DEARBORN	58.40	01670300-53213	STREET LIGHT ELECTRICITY	12453196901	
	<b>1,915.96</b>				
<b>CORE &amp; MAIN LP</b>					
B-BOX PARTS	395.35	04201600-53317	OPERATING SUPPLIES	I990557	
B-BOX REPAIR PARTS	450.50	04201600-53317	OPERATING SUPPLIES	I753343	
	<b>845.85</b>				
<b>COSTCO WHOLESALE</b>					
RETIREMENT PICTURES LUCAS & HARKER	17.96	01660100-53317	OPERATING SUPPLIES	818300087117	
WATER FOR PATROL	29.90	01662700-53317	OPERATING SUPPLIES	817900009253	
	<b>47.86</b>				
<b>COVERALL NORTH AMERICA INC</b>					
JANITORIAL SRV'S-PWKS FACILITY JULY 2018	1,379.00	01670100-52276	JANITORIAL SERVICES	1010620896	20190010
	<b>1,379.00</b>				

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<b>DELL FINANCIAL SERVICES LLC</b>					
3 POWEREDGE R640 SRVR	24,987.00	01652800-54412	OTHER EQUIPMENT	10245895842	
	<u>24,987.00</u>				
<b>DELUXE TOWING</b>					
625 TOW	20.00	01662700-52244	MAINTENANCE & REPAIR	87805	
637 TIRE SVC	20.00	01662700-52244	MAINTENANCE & REPAIR	87840	
CC FEE	5.00	01662700-52244	MAINTENANCE & REPAIR	87840	
TOWING	125.00	01696200-53353	OUTSOURCING SERVICES	88083	
	<u>170.00</u>				
<b>DICK POND ATHLETICS INC</b>					
CLOTH ALLOW-CUMMINGS	149.95	01664700-53324	UNIFORMS	217215	
	<u>149.95</u>				
<b>DISCOVERY BENEFITS</b>					
FLEX ADMIN - JUNE	215.00	01600000-52273	EMPLOYEE SERVICES	894126-IN	
	<u>215.00</u>				
<b>DOLLAR TREE</b>					
RETIREMENT KONIOR	6.00	01660100-53317	OPERATING SUPPLIES	067256	
	<u>6.00</u>				
<b>DSW SHOEWarehouse</b>					
CLOTH ALLOW - BOSHART	-118.24	01662400-53324	UNIFORMS	585442	
CLOTH ALLOW - BOSHART	-107.49	01662400-53324	UNIFORMS	544706	
CLOTH ALLOW - BOSHART	-85.99	01662400-53324	UNIFORMS	777100830282	
CLOTH ALLOW - BOSHART	79.99	01662400-53324	UNIFORMS	020300	
CLOTH ALLOW - BOSHART	85.99	01662400-53324	UNIFORMS	05222018	
CLOTH ALLOW - BOSHART	107.49	01662400-53324	UNIFORMS	771008280412	
CLOTH ALLOW - BOSHART	109.99	01662400-53324	UNIFORMS	082731	
	<u>71.74</u>				

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<b>DU COMM</b>					
DISPATCH SRV'S - QTR END 10/31/18	191,389.00	01662700-52245	GENERAL COMMUNICATIONS	16368	
FACILITY COSTS - QTR END 10/31/18	9,872.82	01662700-52245	GENERAL COMMUNICATIONS	16412	
	<b>201,261.82</b>				
<b>DU PAGE MATERIALS COMPANY</b>					
RESTO	111.17	01670500-53317	OPERATING SUPPLIES	3092	
	<b>111.17</b>				
<b>DULUTH TRADING CO</b>					
BOOTS-ANDREW OLSEN	139.50	01696200-53324	UNIFORMS	145906	
BOOTS-DOUG NEWLIN	129.50	01696200-53324	UNIFORMS	148383	
BOOTS-MIKE HARTING	139.50	01696200-53324	UNIFORMS	145906	
BOOTS-PAUL TRIPPETT	129.50	01696200-53324	UNIFORMS	147491	
JEANS-MIKE HARTING	148.50	01696200-53324	UNIFORMS	145906	
	<b>686.50</b>				
<b>DUPAGE CHRYSLER DODGE JEEP</b>					
JN BRACKET	37.88	01696200-53354	PARTS PURCHASED	68747	
JN HANDLE	54.55	01696200-53354	PARTS PURCHASED	68420	
JN PUMP	1,154.63	01696200-53354	PARTS PURCHASED	68748	
MA FAN	357.04	01696200-53354	PARTS PURCHASED	68450	
MA HUB CAPS	62.83	01696200-53354	PARTS PURCHASED	68418	
	<b>1,666.93</b>				
<b>DUPAGE COUNTY</b>					
CJIS ACCESS - QTR END 6/30/18	750.00	01662600-52247	DATA PROCESSING	IA 432	
	<b>750.00</b>				
<b>DUPAGE COUNTY DIVISION OF TRANSPORTATION</b>					
SIGNS	60.60	01670300-53344	STREET SIGNS	4059	
	<b>60.60</b>				



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<b>DUPAGE COUNTY RECORDER</b>					
RECORDING EASEMENTS	93.00	01580000-52233	RECORDING FEES	201807100143	
RECORDING EASEMENTS	129.00	01580000-52233	RECORDING FEES	201807100139	
	<b>222.00</b>				
<b>DUPAGE HONDA YAMAHA</b>					
MA MOTOR	200.00	01696200-53354	PARTS PURCHASED	493406	
	<b>200.00</b>				
<b>DYNEGY ENERGY SERVICES, LLC</b>					
124 GERZEVSKE, EAST SIDE PASS	2,280.25	04201600-53210	ELECTRICITY	275664018061-2	
1348 CHARGER CT	570.06	04101500-53210	ELECTRICITY	275664018061-3	
200 TUBEWAY,, LIFT STATIONS	524.66	04101500-53210	ELECTRICITY	275664018061-1	
300 KUHN RD WEST SIDE PASS	2,640.81	04201600-53210	ELECTRICITY	275664018061	
	<b>6,015.78</b>				
<b>EXAMINER PUBLICATIONS INC</b>					
PUBLIC NOTICES	195.00	01530000-52240	PUBLIC NOTICES/INFORMATION	52298	
	<b>195.00</b>				
<b>FASTENAL INDUSTRIAL &amp; CONSTRUCTION SUPPL</b>					
PINS	28.38	01696200-53317	OPERATING SUPPLIES	ILHAN42634	
	<b>28.38</b>				
<b>FEDEX</b>					
DUI KITS TO LAB	9.46	01662400-53317	OPERATING SUPPLIES	910198068693	
DUI KITS TO LAB	10.35	01662400-53317	OPERATING SUPPLIES	910199367996	
DUI KITS TO LAB	10.58	01662400-53317	OPERATING SUPPLIES	910200621946	
	<b>30.39</b>				
<b>FEECE OIL CO</b>					
JN OIL	1,691.19	01696200-53354	PARTS PURCHASED	3552450	
	<b>1,691.19</b>				

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<b>FIRESTONE COMPLETE AUTO CARE</b>					
JN TIRE	117.36	01696200-53354	PARTS PURCHASED	059374	
MA TIRE	120.96	01696200-53354	PARTS PURCHASED	058993	
	<b>238.32</b>				
<b>FULL LIFE SAFETY CENTER</b>					
HOSE & FITTINGS	44.88	04201600-53317	OPERATING SUPPLIES	38846DUP	
SAFETY VESTS	150.00	04101500-53317	OPERATING SUPPLIES	39279	
SAFETY VESTS	150.00	01670500-53317	OPERATING SUPPLIES	39279	
	<b>344.88</b>				
<b>GALLS LLC</b>					
BUCHOLZ	91.10	01662700-53324	UNIFORMS	9787536	
CASTRO	263.75	01662700-53324	UNIFORMS	9796288	
CASTRO	318.10	01662700-53324	UNIFORMS	9956818	
DUMOULIN	75.60	01662700-53324	UNIFORMS	9761480	
IBARRIENTOS	109.80	01662700-53324	UNIFORMS	98118395	
MABBITT	-110.80	01662700-53324	UNIFORMS	9990392	
MABBITT	95.56	01662700-53324	UNIFORMS	9978211	
MABBITT	115.80	01662700-53324	UNIFORMS	9744179	
	<b>958.91</b>				
<b>GAS PURCHASES-MASTERCARD</b>					
FLEET GAS	30.75	01680000-53313	AUTO GAS & OIL	96000530665	
ICE - TC	25.34	01680000-53319	MAINTENANCE SUPPLIES	2299438	
	<b>56.09</b>				
<b>GEN POWER</b>					
BLEACHERS FATAL PROM	395.00	01662300-53317	OPERATING SUPPLIES	RSA0027021	
	<b>395.00</b>				

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<b>GENUINE PARTS COMPANY INC</b>					
PARTS/SUPPLIES	38.22	01696200-53317	OPERATING SUPPLIES	11007487 JUN/2018	
PARTS/SUPPLIES	169.79	01696200-53316	TOOLS	11007487 JUN/2018	
PARTS/SUPPLIES	2,024.63	01696200-53354	PARTS PURCHASED	11007487 JUN/2018	
	<b>2,232.64</b>				
<b>GMIS INTERNATIONAL</b>					
MEMBERSHIP-TALAVERA	300.00	01652800-52223	TRAINING	300004601	
	<b>300.00</b>				
<b>GO DADDY</b>					
SSL CERT GIS SERVICES	119.98	01652800-52234	DUES & SUBSCRIPTIONS	1315769889	
	<b>119.98</b>				
<b>GOVCONNECTION INC</b>					
MONITOR ADDS/UPS	907.71	01652800-54413	COMPUTER EQUIPMENT	55847588	
REPL. UPS BATTERY	152.27	01652800-53317	OPERATING SUPPLIES	55851562	
	<b>1,059.98</b>				
<b>GOVTEMPSUSA LLC</b>					
ACCTS CLERK W/E 6/17 & 6/24	1,344.00	04103100-52253	CONSULTANT	2558644	
ACCTS CLERK W/E 6/17 & 6/24	1,344.00	04203100-52253	CONSULTANT	2558644	
LIBRARY TECH W/E 6/17 & 6/24	3,360.00	01652800-52253	CONSULTANT	2558642	
OFFICE MGR W/E 6/17 & 6/24	3,003.20	01590000-52253	CONSULTANT	2558641	
PROPERTY INSPECTOR W/E 6/17 & 6/24	1,400.00	01642100-52253	CONSULTANT	2558643	
	<b>10,451.20</b>				
<b>GROUP LINK</b>					
ADDITIONAL HELP DESK THRU 2/28/19	1,332.00	01652800-52255	SOFTWARE MAINTENANCE	201805312364	
	<b>1,332.00</b>				

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<b>HAWK FORD OF ST CHARLES</b>					
OUTSOURCING SERVICE	272.74	01696200-53353	OUTSOURCING SERVICES	105417C	
OUTSOURCING SERVICE	1,937.84	01696200-53353	OUTSOURCING SERVICES	105989C	
	<u>2,210.58</u>				
<b>HBK WATER METER SERVICE INC</b>					
METER TEST-325 BENNET	29.40	04201400-52282	METER MAINTENANCE	180247	
	<u>29.40</u>				
<b>HOME DEPOT</b>					
B-BOX PARTS	169.83	04201600-53317	OPERATING SUPPLIES	1021511	
CONCRETE	278.32	01670600-53317	OPERATING SUPPLIES	1210172	
GARBAGE BAGS	126.45	01670400-53317	OPERATING SUPPLIES	4028138	
HYDRANT PAINT	63.96	04201600-53317	OPERATING SUPPLIES	0258160	
HYDRANT PAINT	95.94	04201600-53317	OPERATING SUPPLIES	2021282	
HYDRANT PAINT	127.92	04201600-53317	OPERATING SUPPLIES	0277814	
JN PAINT	7.74	01696200-53354	PARTS PURCHASED	6022401	
LIGHT SWITCH-TC	2.97	01680000-52219	TC MAINTENANCE	0271924-1	
PRIMER, BLACK PAINT	50.00	01696200-53317	OPERATING SUPPLIES	2010240	
PUMP DEP RNTL 6/8-15	50.00	04201600-52264	EQUIPMENT RENTAL	195863	
PUMP RNTL 6/8-6/18	273.40	04201600-52264	EQUIPMENT RENTAL	195863-1	
SHOP FAN	189.00	01696200-53350	SMALL EQUIPMENT EXPENSE	6013476	
TC BANNER SUPPL	25.54	01680000-53381	TC MAINTENANCE & SUPPLIES	5660451	
TRASH CAN/FIREWORKS	19.97	01662400-53317	OPERATING SUPPLIES	0204545	
VOLUNTEER SUPPLIES	-12.98	01664773-53325	COMMUNITY RELATIONS	2945913	
VOLUNTEER SUPPLIES	29.99	01664773-53325	COMMUNITY RELATIONS	0228730	
VOLUNTEER SUPPLIES	181.77	01664773-53325	COMMUNITY RELATIONS	0223610	
	<u>1,679.82</u>				
<b>ICCI</b>					
2018 ICC CODE BOOKS	3,066.44	01643700-53318	REFERENCE MATERIALS	100550758	
	<u>3,066.44</u>				

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<b>IEPA</b>					
ANNUAL NPDES PERMIT FEE JULY 1,2018-JUNE 3	30,000.00	04100100-52272	PROPERTY MAINTENANCE	JULY/2018-JUN/2019	
	<u>30,000.00</u>				
<b>ILLINOIS MUNICIPAL LEAGUE</b>					
JOB AD-W&S EMPLOYEE	35.00	01600000-52228	PERSONNEL HIRING	2022114332	
	<u>35.00</u>				
<b>ILLINOIS SECRETARY OF STATE</b>					
682 REGISTRATION	8.00	01662700-52244	MAINTENANCE & REPAIR	010856	
REG 645	128.50	01662700-52244	MAINTENANCE & REPAIR	41010#645	
SVC FEE 682	1.00	01662700-52244	MAINTENANCE & REPAIR	010856	
	<u>137.50</u>				

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<b>INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE</b>					
JUL 2018 INSURANCE	24.78	01641800-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	321.03	01643600-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	491.66	01621300-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	670.20	01641700-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	677.71	01670700-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	721.69	01623100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	835.68	04201400-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,059.59	04103100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,062.96	01621900-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,139.57	04101500-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,218.71	04100100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,329.50	01670500-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,519.44	01670200-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,566.50	01610100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,579.60	01670300-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,589.58	04203100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,709.37	01670600-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,849.05	01620600-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,904.93	01680000-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	1,950.10	01642100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	2,049.98	01622200-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	2,114.61	01640100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	2,247.23	01613000-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	2,374.14	01690100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	2,904.40	01620100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	3,323.78	01696200-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	3,401.51	01662500-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	3,599.23	01643700-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	3,839.43	01670400-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	3,860.32	01590000-51111	GROUP INSURANCE	07012018	

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JUL 2018 INSURANCE	4,220.88	04200100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	4,311.44	04201600-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	4,689.91	01612900-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	5,228.32	01662300-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	5,917.33	01652800-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	8,370.87	01662600-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	8,482.87	01662400-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	9,906.76	01670100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	11,903.19	01664700-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	20,922.50	01660100-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	32,948.94	01600000-51111	GROUP INSURANCE	07012018	
JUL 2018 INSURANCE	55,484.22	01662700-51111	GROUP INSURANCE	07012018	
	<b>225,323.51</b>				
<b>INTERNET PURCHASE MASTERCARD</b>					
BRINES- MOTHER	100.94	01660100-53317	OPERATING SUPPLIES	29155715	
CLOTH ALLOW - CASTRO	73.04	01664700-53324	UNIFORMS	084329	
FRAUDULENT CHARGE	24.78	01662400-53330	INVESTIGATION FUND	FRAUD 3	
FRAUDULENT CHARGE	27.61	01662400-53330	INVESTIGATION FUND	FRAUD 1	
FRAUDULENT CHARGE	40.00	01662400-53330	INVESTIGATION FUND	FRAUD 2	
FRAUDULENT CHARGE	44.16	01662400-53330	INVESTIGATION FUND	FRAUD 5	
FRAUDULENT CHARGE	95.87	01662400-53330	INVESTIGATION FUND	FRAUD 4	
	<b>406.40</b>				
<b>IPSWITCH INC</b>					
NETWORKING MONITORING SOFTWR RNWL	2,198.63	01652800-52255	SOFTWARE MAINTENANCE	IN621426	
	<b>2,198.63</b>				
<b>IT GLUE</b>					
SOFTWARE 6/18-7/18	95.00	01652800-52255	SOFTWARE MAINTENANCE	116970101	
	<b>95.00</b>				

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<b>ITRON INC</b>					
QTR END 10/31/18	679.81	04103100-52255	SOFTWARE MAINTENANCE	489934	
QTR END 10/31/18	679.81	04203100-52255	SOFTWARE MAINTENANCE	489934	
	<b>1,359.62</b>				
<b>J &amp; D INGENUTIES LLC</b>					
SIREN REPAIR	326.25	01660100-52244	MAINTENANCE & REPAIR	1231	
	<b>326.25</b>				
<b>J C SCHULTZ ENTERPRISES INC</b>					
US/IL FLAGS	107.18	01680000-53319	MAINTENANCE SUPPLIES	417300	
	<b>107.18</b>				
<b>J G UNIFORMS INC</b>					
DUMDIE	130.00	01662700-53324	UNIFORMS	37387	
MEJIA	140.00	01662700-53324	UNIFORMS	37387	
OUTER VEST MODS	216.74	01662400-53324	UNIFORMS	071952	
RUDELICH/BORNEMAN UNIFORMS	261.19	01662700-53324	UNIFORMS	36662	
SHIPPING CHARGE	15.00	01662700-53324	UNIFORMS	37387	
	<b>762.93</b>				
<b>JET BRITE CAR WASH INC</b>					
CAR WASHES MAY/2018	273.00	01662700-52244	MAINTENANCE & REPAIR	599	
	<b>273.00</b>				
<b>JEWEL-OSCO</b>					
I-PASS BC VILLAGE CAR	32.90	01620100-53317	OPERATING SUPPLIES	052633	
PW BBQ SUPPLIES	76.16	01600000-52242	EMPLOYEE RECOGNITION	061407	
	<b>109.06</b>				



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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>JOE COTTON FORD</b>					
JN SEAL	9.32	01696200-53354	PARTS PURCHASED	333683	
JN BOLTS	415.01	01696200-53354	PARTS PURCHASED	333710	
JN GASKET	36.62	01696200-53354	PARTS PURCHASED	333716	
JN RETURN	-24.28	01696200-53354	PARTS PURCHASED	CM333358	
JN STUDS	201.00	01696200-53354	PARTS PURCHASED	333656	
JN TENSIONER	189.88	01696200-53354	PARTS PURCHASED	333709	
	<b>827.55</b>				
<b>JOS A BANK</b>					
CLOTH ALLOW - BOSHART	105.50	01662400-53324	UNIFORMS	012142	
CLOTH ALLOW - CASTRO	317.00	01664700-53324	UNIFORMS	026015	
	<b>422.50</b>				
<b>JP MORGAN CHASE BANK, NA</b>					
SUBPOENA FEE CS 27746	26.03	01662400-53330	INVESTIGATION FUND	SB930105-I10	
	<b>26.03</b>				
<b>KAMMES AUTO &amp; TRUCK REPAIR INC</b>					
STATE INSPECTIONS	70.00	01696200-53353	OUTSOURCING SERVICES	125582	
	<b>70.00</b>				
<b>KEVRON PRINTING</b>					
BAN NOTICE	216.65	01662600-53315	PRINTED MATERIALS	18-41073	
	<b>216.65</b>				

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<b>KOHL'S</b>					
CLOTH ALLOW - BOSHART	-97.72	01662400-53324	UNIFORMS	146582	
CLOTH ALLOW - BOSHART	-21.24	01662400-53324	UNIFORMS	095620	
CLOTH ALLOW - BOSHART	-19.55	01662400-53324	UNIFORMS	095445	
CLOTH ALLOW - BOSHART	21.60	01662400-53324	UNIFORMS	059699	
CLOTH ALLOW - BOSHART	127.96	01662400-53324	UNIFORMS	043009	
CLOTH ALLOW - BOSHART	138.51	01662400-53324	UNIFORMS	5586768333	
CLOTH ALLOW - CASTRO	107.24	01664700-53324	UNIFORMS	044984	
CLOTH ALLOW - EBY	31.98	01664700-53324	UNIFORMS	058753	
CLOTH ALLOW - ROE	84.27	01662400-53324	UNIFORMS	5584665420	
JEANS - JERRY SMITH	119.97	04200100-53324	UNIFORMS	079085	
PANTS/SHORTS-J CARNEY	199.94	04200100-53324	UNIFORMS	040000	
	<b>692.96</b>				
<b>KONEMATIC INC</b>					
GARAGE DOOR REPAIR	440.21	01670400-52244	MAINTENANCE & REPAIR	854993	
SOUTH GAR DOOR REPAIR	270.00	01670400-52244	MAINTENANCE & REPAIR	854782	
	<b>710.21</b>				
<b>KONICA MINOLTA BUSINESS SOLUTIONS</b>					
INV 5/6-5/19	126.11	01662400-52226	OFFICE EQUIPMENT MAINTENANC	251837962	
SSU 4/20-05/15	30.63	01662500-52226	OFFICE EQUIPMENT MAINTENANC	251720786	
SSU 5/6-5/19	15.56	01662500-52226	OFFICE EQUIPMENT MAINTENANC	251837791	
	<b>172.30</b>				
<b>LA POLICE GEAR</b>					
ASP PRODUCTS	210.80	01662700-53350	SMALL EQUIPMENT EXPENSE	3700549	
	<b>210.80</b>				
<b>LABOR RELATIONS INFORMATION SYSTEM</b>					
PERIODICALS-2YR SUBSC	250.00	01660100-52234	DUES & SUBSCRIPTIONS	31620	
	<b>250.00</b>				

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<b>LANGUAGE LINE SERVICES</b>					
CS18020151 & 21205	159.61	01662700-53317	OPERATING SUPPLIES	4326778	
	<u>159.61</u>				
<b>LAW OFFICE OF MICHELLE L MOORE LTD</b>					
LOCAL PROSECUTION - AUGUST	3,000.00	01570000-52235	LEGAL FEES-PROSECUTION	2018-08	
LOCAL PROSECUTION - AUGUST	6,200.00	01570000-52312	PROSECUTION DUI	2018-08	
	<u>9,200.00</u>				
<b>LECHNER &amp; SONS</b>					
MATS/TOWELS-5/16/18	30.21	01670100-53317	OPERATING SUPPLIES	2436921	
MATS/TOWELS-5/23/18	30.21	01670100-53317	OPERATING SUPPLIES	2439584	
MATS/TOWELS-5/30/18	30.21	01670100-53317	OPERATING SUPPLIES	2442252	
MATS/TOWELS-6/13/18	30.21	01670100-53317	OPERATING SUPPLIES	2449085	
MATS/TOWELS-6/6/18	30.21	01670100-53317	OPERATING SUPPLIES	2446420	
WIPES-5/16/18	60.86	01696200-53317	OPERATING SUPPLIES	2436921	
WIPES-5/23/18	60.86	01696200-53317	OPERATING SUPPLIES	2439584	
WIPES-5/30/18	60.86	01696200-53317	OPERATING SUPPLIES	2442252	
WIPES-6/13/18	60.86	01696200-53317	OPERATING SUPPLIES	2449085	
WIPES-6/6/18	60.86	01696200-53317	OPERATING SUPPLIES	2446420	
	<u>455.35</u>				
<b>LEXISNEXIS</b>					
MAY 2018 FEE	197.08	01662400-53330	INVESTIGATION FUND	20180531	
	<u>197.08</u>				
<b>LIVE VIEW GPS INC</b>					
MONTHLY FEE-JUNE	79.90	01664700-53330	INVESTIGATION FUND	332378	
	<u>79.90</u>				

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<b>LOWE'S HOME CENTERS</b>					
ASPHALT	9.38	01680000-53319	MAINTENANCE SUPPLIES	28795820	
CONCRETE SUPPLIES	66.60	01670500-53317	OPERATING SUPPLIES	2005970	
CONCRETE SUPPLIES	148.74	01670500-53317	OPERATING SUPPLIES	7912036	
GFI'S & COVERS	98.96	01670300-53215	STREET LIGHT SUPPLIES	69040847	
SCREEN RPL KIT	23.94	01680000-53319	MAINTENANCE SUPPLIES	9859200	
SPREADER	35.00	01670400-53350	SMALL EQUIPMENT EXPENSE	19336825	
TOOLS	25.96	01670500-53316	TOOLS	7912036	
	<b>408.58</b>				
<b>LYNN PEAVEY COMPANY</b>					
EVIDENCE PACKAGING	448.05	01662400-53317	OPERATING SUPPLIES	345135	
EVIDENCE RED TAPE	109.30	01662400-53317	OPERATING SUPPLIES	55196	
EVIDENCE SUPPLIES	41.55	01662400-53317	OPERATING SUPPLIES	346113	
EVIDENCE SUPPLIES	44.50	01662400-53317	OPERATING SUPPLIES	346359	
EVIDENCE SUPPLIES	66.75	01662400-53317	OPERATING SUPPLIES	346418	
EVIDENCE SUPPLIES	356.80	01662400-53317	OPERATING SUPPLIES	345728	
	<b>1,066.95</b>				
<b>MAILFINANCE</b>					
POSTAGE METER -8/5 - 11/4 2018	575.22	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	7225268	
	<b>575.22</b>				
<b>MARSHALLS</b>					
CLOTH ALLOW - BOSCHART	73.98	01662400-53324	UNIFORMS	079864	
	<b>73.98</b>				
<b>MARTIN IMPLEMENT SALES INC</b>					
EQUIP RENTAL	890.00	01670400-52264	EQUIPMENT RENTAL	R16861	
STUMP GRINDER	250.00	01670400-52264	EQUIPMENT RENTAL	R17120	
	<b>1,140.00</b>				

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<b>MENARDS</b>					
WATER - TC	27.90	01680000-53381	TC MAINTENANCE & SUPPLIES	3519F87	
	<u>27.90</u>				
<b>MIDWEST METER INC</b>					
M120 & M25 ERTS	2,283.45	04201400-53333	NEW METERS	0101827-IN	
M25 METER BASES	313.75	04201400-53333	NEW METERS	0101482-IN	
	<u>2,597.20</u>				
<b>MIKE SIGMAN</b>					
CONCERT SERIES JULY 26TH	1,250.00	01750000-52288	CONCERT SERIES	JULY 26TH CONCERT	
	<u>1,250.00</u>				
<b>MNJ TECHNOLOGIES DIRECT</b>					
O365 CLOUD SECURITY	157.25	01652800-52255	SOFTWARE MAINTENANCE	3600801	
BARRACUDA EMAIL APPL MTC 1YR	9,049.79	01652800-52255	SOFTWARE MAINTENANCE	0003611776P	
	<u>9,207.04</u>				
<b>MOK HOLDING GROUP INC</b>					
2017 (USED) FORD TRANSIT FOR AMR/MTR PRGI	28,500.00	04201600-54415	VEHICLES	2017 USED FORD	
	<u>28,500.00</u>				
<b>MULTISYSTEM MANAGEMENT COMPANY</b>					
JANITORIAL SRVS JUNE/2018	1,580.00	01680000-52276	JANITORIAL SERVICES	1875	
	<u>1,580.00</u>				
<b>MUNICIPAL GIS PARTNERS INC</b>					
MGP GIS SERVICES- JUNE	11,928.31	01652800-52257	GIS SYSTEM	4123	
	<u>11,928.31</u>				

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<b>N E M R T</b>					
BORNEMANN & B RUDELICH TRNG 5/3-5/4	150.00	01662700-52223	TRAINING	236440	
CADLE & PLUMB 3/6/18 TRNG	50.00	01662700-52223	TRAINING	233240	
FRY TRNG 3/21-22ND	325.00	01662700-52223	TRAINING	233931	
HECK & LALLY TRNG 4/19/18	200.00	01662700-52223	TRAINING	235784	
SPLIT - BORNEMANNTRNG	150.00	01662700-52223	TRAINING	236440	
SPLIT - LALLY TRAININ	200.00	01662700-52223	TRAINING	235784	
SPLIT - PLUMB TRNG	50.00	01662700-52223	TRAINING	233240	
STAFIEJ 3/26-30TH TRNG	35.00	01662300-52223	TRAINING	234269	
	<b>1,160.00</b>				
<b>NATIONAL ENGRAVERS</b>					
LINDA MEHRING PLAQUE	95.00	01600000-53315	PRINTED MATERIALS	64894	
PLAQUE L. TISDELL	95.00	01600000-53315	PRINTED MATERIALS	64713	
	<b>190.00</b>				
<b>NICOR</b>					
CHARGER CT	96.81	04101500-53230	NATURAL GAS	86606011178 6/25/18	
TUBEWAY DR	29.10	04101500-53230	NATURAL GAS	14309470202 6/19/18	
WELL #4	24.96	04201600-53230	NATURAL GAS	13811210007 6/20/8	
	<b>150.87</b>				
<b>NMI</b>					
CC GATEWAY FEES JUNE 2018	98.05	04103100-52221	UTILITY BILL PROCESSING	266610701	
CC GATEWAY FEES JUNE 2018	98.05	04203100-52221	UTILITY BILL PROCESSING	266610701	
CC GATEWAY FEES JUNE/2018	10.00	01610100-52256	BANKING SERVICES	266591709	
	<b>206.10</b>				
<b>NORTHWEST POLICE ACADEMY</b>					
(5) MAY TRNG - NW JUVN REC LAW & EXPUNG P	125.00	01660100-52223	TRAINING	5/10/18 SEMR	
	<b>125.00</b>				

OFFICE DEPOT  
 OFFICE SUPPLIES  
 OFFICE SUPPLIES  
 OFFICE SUPPLIES  
 OFFICE SUPPLIES

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<b>NORTHWESTERN UNIVERSITY</b>					
JOHNSON GRADUATION	46.00	01662700-52223	TRAINING	25921	
	<b>46.00</b>				
<b>NOTARY PUBLIC ASSOCIATION OF IL</b>					
2- NOTARY COMM RNWLS G WALKER & K LALLY	176.00	01662700-52234	DUES & SUBSCRIPTIONS	G WALKER/K LALLY	
	<b>176.00</b>				
<b>O'REILLY AUTO PARTS</b>					
JN SWITCH	5.49	01696200-53354	PARTS PURCHASED	5514-172983	
	<b>5.49</b>				
<b>OFFICE DEPOT</b>					
OFFICE SUPPLIES	3.89	01662600-53314	OFFICE SUPPLIES	141259418001	
OFFICE SUPPLIES	25.19	01662600-53314	OFFICE SUPPLIES	151708962001	
OFFICE SUPPLIES	120.62	01662600-53314	OFFICE SUPPLIES	141258815001	
OFFICE SUPPLIES	139.33	01662600-53314	OFFICE SUPPLIES	15170092001	
	<b>289.03</b>				
<b>ORIENTAL TRADING COMPANY INC</b>					
CONCERT GIVEAWAYS	424.73	01750000-52288	CONCERT SERIES	690209401	
	<b>424.73</b>				
<b>PARTS TOWN LLC</b>					
ICE MACH PRT-TC	481.37	01680000-53381	TC MAINTENANCE & SUPPLIES	21840450	
	<b>481.37</b>				
<b>PETE DELALIS</b>					
TUITION REIMB ORL 520 5/21 - 6/25 2018	1,995.00	01660100-52223	TRAINING	ORL 520 ORG CULTR	
	<b>1,995.00</b>				

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<b>PHOTO CARD SPECIALISTS INC</b>					
HARKER SHADOW BOX	226.70	01660100-53317	OPERATING SUPPLIES	113858	
LUCAS SHADOW BOX	320.81	01660100-53317	OPERATING SUPPLIES	113932	
	<u>547.51</u>				
<b>PIZZO &amp; ASSOCIATED LTD</b>					
PLANT ID TRAINING 7/12/18 G ULREICH	90.00	01620600-52223	TRAINING	20078	
	<u>90.00</u>				
<b>PLATINUM POOLCARE AQUATECH LTD</b>					
TC FOUNTAIN MTC - MAY	1,318.40	01680000-52219	TC MAINTENANCE	85487	
	<u>1,318.40</u>				
<b>PRIORITY PRODUCTS INC</b>					
BOLTS	549.89	04201600-53317	OPERATING SUPPLIES	924082	
	<u>549.89</u>				
<b>PULLTARPS MFG.</b>					
JN TARP	1,175.00	01696200-53354	PARTS PURCHASED	207872-1	
JN TARP RETURN	-144.00	01696200-53354	PARTS PURCHASED	11508	
	<u>1,031.00</u>				



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<b>RAY O'HERRON CO</b>					
A GUZMAN	159.99	01662700-53324	UNIFORMS	1829551	
BECK	90.45	01662700-53324	UNIFORMS	1826876	
BUCHOLZ	73.90	01662700-53324	UNIFORMS	1827642	
BUSCH	169.97	01662400-53324	UNIFORMS	1823417	
C CADLE	777.91	01662700-53324	UNIFORMS	1829483	
COOPER	45.50	01662400-53324	UNIFORMS	1824908	
CUMMINGS	48.98	01664700-53324	UNIFORMS	1824906	
DEGNAN	129.89	01660100-53324	UNIFORMS	1821355	
EBY	136.50	01664700-53324	UNIFORMS	1827644	
GALTO	467.95	01662600-53324	UNIFORMS	1829549	
GREY	119.85	01662700-53324	UNIFORMS	1824907	
INCROCCI	781.80	01660100-53324	UNIFORMS	1821491	
LAKE	127.50	01662600-53324	UNIFORMS	1829550	
LALLY	174.42	01662700-53324	UNIFORMS	1826755	
RIEMER	106.00	01662700-53324	UNIFORMS	1819750	
SAILER	94.00	01660100-53324	UNIFORMS	1827643	
SCHNEIDER	65.49	01662700-53324	UNIFORMS	1826474	
SCHNEIDER	202.94	01662700-53324	UNIFORMS	1824344	
SCHNEIDER	608.30	01662700-53324	UNIFORMS	1826475	
STAFIEJ	778.17	01662300-53324	UNIFORMS	1827131	
WALKER	263.89	01662700-53324	UNIFORMS	1828655	
WALKER	308.95	01662700-53324	UNIFORMS	1825610	
ZALAK	777.88	01662700-53324	UNIFORMS	1826891	
	<b>6,510.23</b>				
<b>RECRUITERBOX</b>					
SUBSCRPT.5/23-6/23/18	90.00	01600000-52255	SOFTWARE MAINTENANCE	68055	
	<b>90.00</b>				

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<b>REFUNDS MISC</b>					
CLS CANCELED TRNFR STP 29643 RTN'D & REFUN	735.00	01000000-41208	REAL ESTATE TRANSFER TAX	1380 NARRANGANSETT	
DUPL ONLINE PYMNT TICKET 238435 REFUND	100.00	01000000-45402	ORDINANCE FORFEITS	TICKET 238435	
DUPL PYMNT TK 239297 ONLINE	30.00	01000000-45402	ORDINANCE FORFEITS	TICKET 239297	
REFUND RNWL STKS, HAD VALID VS STKS 2017-1	60.00	01000000-42303	VEHICLE LICENSES	STKS 25696-97	
RFND -RESIDENT HAS CURRENT VS	120.00	01000000-42303	VEHICLE LICENSES	VS 25718 RTN'D	
	<u>1,045.00</u>				
<b>REFUNDS PRESERVATION BONDS</b>					
DRIVEWAY BOND REFUND	300.00	01-24302	ESCROW - GRADING	925 CLIFF CT	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	1021 NAVAJO	
PATIO BOND REFUND	200.00	01-24302	ESCROW - GRADING	331 IOWA CT	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	404 ESSEX	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	739 AZTEC	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	929 SORRELL	
	<u>1,300.00</u>				
<b>REFUNDS TAX STAMPS</b>					
TAX STAMP #29663 REFUND	1,146.00	01000000-41208	REAL ESTATE TRANSFER TAX	1227 EASTON DR	
TAX STAMP #29727 REFUND	1,050.00	01000000-41208	REAL ESTATE TRANSFER TAX	813 BERKSHIRE	
	<u>2,196.00</u>				
<b>REFUNDS W&amp;S FINALS</b>					
RE: 1405 APPOMATTOX TR W&S FINAL	12.43	04-12110	ACCOUNT RECEIV WATER & SEWER	3926	
RE: 179 FAIRFIELD LN W&S FINAL	7.03	04-12110	ACCOUNT RECEIV WATER & SEWER	9929	
RE: 724 ARMY TRL CURR EXCHG W&S FINAL	88.85	04-12110	ACCOUNT RECEIV WATER & SEWER	1064	
W&S FINAL	17.88	04-12110	ACCOUNT RECEIV WATER & SEWER	0839	
W&S FINAL	389.22	04-12110	ACCOUNT RECEIV WATER & SEWER	0243	
	<u>515.41</u>				

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<b>RESTAURANT-MASTERCARD</b>					
JUNE CHIEF'S MEETING	14.86	01660100-52222	MEETINGS	036639	
PRISONER MEAL	5.78	01662700-53326	PRISONER CARE	046959	
PW BBQ SUPPLIES	99.93	01600000-52242	EMPLOYEE RECOGNITION	004523	
TRNG PASKEVICZ 5/22	13.17	01662700-52223	TRAINING	282042	
TRNG PASKEVICZ 5/22	15.12	01662700-52223	TRAINING	054554	
TRNG PASKEVICZ 5/22	16.54	01662700-52223	TRAINING	004366	
	<b>165.40</b>				
<b>RICHARD HOFHERR</b>					
CONCERT SERIES 7/19/18	3,750.00	01750000-52288	CONCERT SERIES	7/19/18 CONCERT	
	<b>3,750.00</b>				
<b>RUSH TRUCK CENTERS</b>					
JL ALTERNATOR	143.69	01696200-53354	PARTS PURCHASED	3011121054	
JN FILTERS	144.95	01696200-53354	PARTS PURCHASED	3011076365	
	<b>288.64</b>				
<b>RUSSO POWER EQUIPMENT</b>					
T.C. WEED CONTROL	206.97	01670400-53317	OPERATING SUPPLIES	5125777	
	<b>206.97</b>				
<b>SCHROEDER ASPHALT SERVICES</b>					
	-38,227.11	11-21446	RETAINAGE SCHROEDER	2018-177	20190018
FLEXIBLE PAVEMENT PROJ PAY APP #2	382,271.15	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	2018-177	20190018
	<b>344,044.04</b>				
<b>SEARS HARDWARE</b>					
CLOTH ALLOW - EBY	22.50	01664700-53324	UNIFORMS	012905158396	
	<b>22.50</b>				

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<b>SEAWAY SUPPLY CO</b>					
PAPER PRODUCTS	60.50	01670400-53317	OPERATING SUPPLIES	134821	
PAPER PRODUCTS	60.50	04201600-53317	OPERATING SUPPLIES	134821	
	<b>121.00</b>				
<b>SITONE LANDSCAPE SUPPLY</b>					
OAK RED TREE	331.55	01670700-52268	TREE MAINTENANCE	86295616	
RETURN-BILLING ERROR	-331.55	01670700-52268	TREE MAINTENANCE	86210720	
	<b>0.00</b>				
<b>SNAP ON INDUSTRIAL</b>					
SCALER	70.42	01696200-53316	TOOLS	ARV/36188785	
	<b>70.42</b>				
<b>SPRING ALIGN OF PALATINE INC</b>					
OUTSOURCING SERVICE	290.21	01696200-53353	OUTSOURCING SERVICES	109706	
	<b>290.21</b>				
<b>SQUEEGEE BROS INC</b>					
CERT SUPPLIES	325.00	01664773-53325	COMMUNITY RELATIONS	SBCSP18	
	<b>325.00</b>				
<b>ST CHARLES CHRYSLER, DODGE &amp; JEEP</b>					
OUTSOURCING SERVICES	1,542.10	01696200-53353	OUTSOURCING SERVICES	CHCS218466	
	<b>1,542.10</b>				
<b>STANDARD EQUIPMENT COMPANY</b>					
MA MODULE	521.06	01696200-53354	PARTS PURCHASED	P06391	
MA SENSOR	259.39	01696200-53354	PARTS PURCHASED	P06238	
MA VALVE	547.04	01696200-53354	PARTS PURCHASED	P06236	
SONETICS HEADSETS	4,219.95	04101500-53350	SMALL EQUIPMENT EXPENSE	P07328	
SONETICS HEADSETS	4,219.95	04201600-53350	SMALL EQUIPMENT EXPENSE	P07328	
	<b>9,767.39</b>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>SUBURBAN LABORATORIES INC</b>					
WATER SAMPLES	501.00	04201600-52279	LAB SERVICES	155658	
	<b>501.00</b>				
<b>TESTING SERVICE CORP</b>					
CONST MATERIAL TESTING SRV'S	704.80	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	N110057	20190021
	<b>704.80</b>				
<b>THIRD MILLENIUUM ASSOCIATES INCORPORATED</b>					
BILL PRINTING 6/29/18	1,208.77	04103100-52221	UTILITY BILL PROCESSING	22274	
BILL PRINTING 6/29/18	1,208.77	04203100-52221	UTILITY BILL PROCESSING	22274	
GREEN PAY FEE - JUNE	225.00	04103100-52221	UTILITY BILL PROCESSING	22275	
GREEN PAY FEE - JUNE	225.00	04203100-52221	UTILITY BILL PROCESSING	22275	
	<b>2,867.54</b>				
<b>TITAN SUPPLY INC</b>					
CTR PULL TOWELS	255.00	01680000-53320	JANITORIAL SUPPLIES	3537	
JANITORIAL SUPPLIES	95.60	01680000-53320	JANITORIAL SUPPLIES	3539	
	<b>350.60</b>				
<b>TKB ASSOCIATES INC</b>					
HR SCANNER	2,845.00	01652800-54413	COMPUTER EQUIPMENT	13116	
	<b>2,845.00</b>				
<b>TM PRODUCTION SERVICES</b>					
CONCERT SERIES SOUND- 7TH HEAVEN	800.00	01750000-52288	CONCERT SERIES	JULY 19TH CONCERT	
SOUND CONCERT SERIES -PIANO MAN 7/26/18	500.00	01750000-52288	CONCERT SERIES	JULY 26, 2018	
SOUND CONCERT SERIES 8/2/18 BBI	500.00	01750000-52288	CONCERT SERIES	8/2/18 SOUND	
	<b>1,800.00</b>				
<b>TRAFFIC CONTROL &amp; PROTECTION</b>					
CONES	1,926.00	01670300-53317	OPERATING SUPPLIES	92784	
	<b>1,926.00</b>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>TRANS UNION LLC</b>					
CRED CKS 4/26-5/25	198.40	01662400-53330	INVESTIGATION FUND	05800434	
	<b>198.40</b>				
<b>TRAVEL-MASTERCARD</b>					
TRNG CASTRO/POPE 6/12	518.19	01664700-52222	MEETINGS	655204A	
	<b>518.19</b>				
<b>TRISOURCE SOLUTIONS LLC</b>					
TRISOURCE CC FEES JUNE 2018	2,204.12	04103100-52221	UTILITY BILL PROCESSING	7833 7/3/18	
TRISOURCE CC FEES JUNE 2018	2,204.12	04203100-52221	UTILITY BILL PROCESSING	7833 7/3/18	
TRISOURCE CC FEES JUNE/2018	210.14	04103100-52221	UTILITY BILL PROCESSING	1420 7/3/18	
TRISOURCE CC FEES JUNE/2018	210.14	04203100-52221	UTILITY BILL PROCESSING	1420 7/3/18	
TRISOURCE CC FEES JUNE/2018	1,260.84	01610100-52256	BANKING SERVICES	1420 7/3/18	
	<b>6,089.36</b>				
<b>TYCO FIRE &amp; SECURITY (US)MGMT INC</b>					
ALARM-1349 CHARGER CT	54.73	04100100-52234	DUES & SUBSCRIPTIONS	30521678	
	<b>54.73</b>				
<b>TYLER TECHNOLOGIES INC</b>					
MUNIS SUPPORT 8/1/18 - 7/31/19	9,041.79	04103100-52255	SOFTWARE MAINTENANCE	045-229563	
MUNIS SUPPORT 8/1/18 - 7/31/19	9,041.79	04203100-52255	SOFTWARE MAINTENANCE	045-229563	
MUNIS SUPPORT 8/1/18 - 7/31/19	39,398.36	01612900-52255	SOFTWARE MAINTENANCE	045-229563	
	<b>57,481.94</b>				
<b>U S POSTMASTER</b>					
POSTAGE 6/30/18 WATER BILLS	2,153.66	04103100-52229	POSTAGE	1529 7/2/18	
POSTAGE 6/30/18 WATER BILLS	2,153.67	04203100-52229	POSTAGE	1529 7/2/18	
	<b>4,307.33</b>				

**Village of Carol Stream  
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<b>UIC ANALYTICAL FORENSIC TESTING LABORATORY</b>					
DRUG TESTING	1,175.00	01662300-53317	OPERATING SUPPLIES	H0304	
DUI LAB TESTING	1,200.00	01662300-53317	OPERATING SUPPLIES	H0294	
	<b>2,375.00</b>				
<b>UNITED LABORATORIES</b>					
DEGREASER	1,189.98	04101500-53317	OPERATING SUPPLIES	INV224199	
	<b>1,189.98</b>				
<b>UNITED STATES POSTAL SERVICE</b>					
PASSPORT 5/24/18	6.70	01610100-52229	POSTAGE	435727899	
PASSPORT 5/25/18	6.70	01610100-52229	POSTAGE	435776970	
PASSPORT 5/31/18	6.70	01610100-52229	POSTAGE	436153467	
PASSPORT 6/1/18	6.70	01610100-52229	POSTAGE	436244145	
PASSPORT 6/12/18	6.70	01610100-52229	POSTAGE	437037704	
PASSPORT 6/13/18	6.70	01610100-52229	POSTAGE	437181511	
PASSPORT 6/14/18	6.70	01610100-52229	POSTAGE	437293641	
PASSPORT 6/14/18	6.70	01610100-52229	POSTAGE	437299867	
PASSPORT 6/18/18	6.70	01610100-52229	POSTAGE	437495170	
PASSPORT 6/6/18	6.70	01610100-52229	POSTAGE	436656642	
PASSPORT 6/7/2018	6.70	01610100-52229	POSTAGE	436708674	
	<b>73.70</b>				
<b>UPS GROUND SERVICE</b>					
HAVIS DOCK WARRANTY	12.16	01652800-53317	OPERATING SUPPLIES	071641	
	<b>12.16</b>				
<b>VALLEY FIRE PROTECTION SERVICES LLC</b>					
BK FLOW INSP-TC	235.90	01680000-52244	MAINTENANCE & REPAIR	153465	
	<b>235.90</b>				

**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>VERIZON WIRELESS</b>					
EMAG SRV 4/3-5/2	1.78	01652800-52230	TELEPHONE	9806510929	
	<u>1.78</u>				
<b>VILLA PARK ELECTRICAL SUPPLY CO INC</b>					
BOOTS-JAIME FARIAS	156.80	04100100-53324	UNIFORMS	129832-00	
BOOTS-MARTY ZAMECNIK	136.00	04100100-53324	UNIFORMS	129830-00	
HPS BULBS	833.76	01670300-53215	STREET LIGHT SUPPLIES	131278-00	
LIGHT SUPPLIES	244.62	01670300-53215	STREET LIGHT SUPPLIES	130776-00	
PHOTO CELLS	845.28	01670300-53215	STREET LIGHT SUPPLIES	131276-00	
	<u>2,216.46</u>				
<b>VILLAGE OF CAROL STREAM</b>					
124 GERZEVSKE E S PUMP STN	81.94	04200100-53220	WATER	1366584/21254	
124 GERZEVSKE LN	170.33	01670100-53220	WATER	1366236/20875	
124 GERZEVSKE LN HYDRANT MTR	2,391.61	04200100-53220	WATER	1366572/21240	
124 GERZEVSKE LN MTR STR RM	55.66	01670100-53220	WATER	1366587/21257	
124 GERZEVSKE NORTH GARAGE	74.57	01670100-53220	WATER	1366235/20874	
245 KUHN RD BATHROOM MTC BLDG	9.10	04200100-53220	WATER	1366586/21256	
245 N KUHN RD ADM BLDG	49.56	04101500-53220	WATER	1366233/20872	
245 N KUHN RD MTC CONTROL BLDG	8.14	04101500-53220	WATER	1366232/20871	
500 N GARY AVE VLG HALL	32.56	11740000-55490	VILLAGE HALL RENOVATION	1366237/20876	
725 THORNHILL DR-COMM PARK	27.54	01680000-53220	WATER	1364866/19472	
960 N GARY BLDG AT FOUNTAIN	33.76	01680000-53220	WATER	1366239/20878	
960 N GARY AVE FOUNTAIN BILL	778.26	01680000-53220	WATER	1366238/20877	
	<u>3,713.03</u>				
<b>VISTAPRINT.COM</b>					
BUSINESS CARDS-STEVE MARTIN	35.79	01640100-53315	PRINTED MATERIALS	048QPT4A417P	
DATE STAMP	33.98	01620100-53314	OFFICE SUPPLIES	63DQH-V4A89	
	<u>69.77</u>				



**Village of Carol Stream  
Schedule of Bills  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WAL MART</b>					
CLEANING SUPPLIES	47.48	01662700-53317	OPERATING SUPPLIES	585068	
DARE SUPPLIES	92.34	01664765-53325	COMMUNITY RELATIONS	09512	
DARE SUPPLIES	181.66	01664765-53325	COMMUNITY RELATIONS	04064	
NAT'L POLICE WK 5/22	25.22	01660100-53317	OPERATING SUPPLIES	00182	
PANEL RETURN	-44.67	01660100-53317	OPERATING SUPPLIES	0648CR	
	<b>302.03</b>				
<b>WATCH DOG GOOSE PATROL</b>					
DOG SPRINGS	111.27	01670400-53317	OPERATING SUPPLIES	WDGP-9969	
	<b>111.27</b>				
<b>WEST SIDE TRACTOR SALES</b>					
JN SWITCH	101.95	01696200-53354	PARTS PURCHASED	N68048	
MAR GASKET	35.76	01696200-53354	PARTS PURCHASED	N64213	
	<b>137.71</b>				
<b>WESTERN REMAC INC</b>					
FRONT DOOR SIGN	76.60	01670400-53317	OPERATING SUPPLIES	54509	
STREET SIGNS	52.80	01670300-53344	STREET SIGNS	54702	
	<b>129.40</b>				

**Village of Carol Stream  
Schedule of Bills  
For Village Board Approval on July 16, 2018**

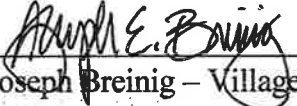
<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WEX BANK</b>					
FUEL JUNE 2018	-131.52	01000000-47407	MISCELLANEOUS REVENUE	54886115	
FUEL JUNE 2018	52.89	01652800-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	78.54	01643700-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	86.11	04200100-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	120.87	01696200-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	179.81	01670100-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	179.81	01670300-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	198.94	01622200-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	224.77	01670600-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	224.77	01670700-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	230.18	01680000-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	262.92	01642100-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	269.72	01670500-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	298.41	01620100-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	382.10	01670400-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	462.96	01664700-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	578.71	01662400-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	602.78	04201400-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	786.68	01670200-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	887.86	04101500-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	1,033.33	04201600-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	1,041.67	01660100-53313	AUTO GAS & OIL	54886115	
FUEL JUNE 2018	9,490.78	01662700-53313	AUTO GAS & OIL	54886115	
	<b>17,543.09</b>				
<b>WHEATON MULCH INC</b>					
SAND	172.00	01670600-53317	OPERATING SUPPLIES	18-1989	
TOP SOIL	256.00	01670400-53317	OPERATING SUPPLIES	18-1974	
TOP SOIL & SEED	270.00	04201600-52286	PAVEMENT RESTORATION	18-2195	
	<b>698.00</b>				

**Village of Carol Stream  
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
<b>WHOLESALE DIRECT INC</b>					
JN LIGHTS	195.17	01696200-53354	PARTS PURCHASED	000233751	
	<u>195.17</u>				
<b>WORKING PERSONS STORE</b>					
SHOES- A FREDERICK	114.99	01622200-53324	UNIFORMS	101023132	
SHOES- B CLEVELAND	106.99	01622200-53324	UNIFORMS	101018221	
	<u>221.98</u>				
<b>ZIEBELL WATER SERVICE PRODUCTS INC</b>					
HOSE & STRAINER FOR PUMP	227.00	04201600-53317	OPERATING SUPPLIES	241592-000	
	<u>227.00</u>				
<b>GRAND TOTAL</b>	<b><u><u>\$1,436,110.72</u></u></b>				

The preceding list of bills payable totaling \$1,436,110.72 was reviewed and approved for payment.

Approved by:

  
\_\_\_\_\_  
Joseph Breinig – Village Manager

Date: 7/13/18

Authorized by:

\_\_\_\_\_  
Frank Saverino Sr – Mayor

\_\_\_\_\_  
Laura Czarnecki- Village Clerk

**ADDENDUM WARRANTS**  
**July 3, 2018 Thru July 16, 2018**

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll June 18, 2018 thru July 1, 2018	612,460.23
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll June 18, 2018 thru July 1, 2018	<u>49,768.60</u>
				<u><b>662,228.83</b></u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2018

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

\_\_\_\_\_  
Laura Czarnecki - Village Clerk