

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 18, 2019

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 November 4, 2019 Village Board Meeting.

C. LISTENING POST:

1. Check Presentation for the D.A.R.E. Program from George Salerno of Salerno's Funeral Home, Rosedale Chapel.
2. Proclamation Designating November 30, 2019 as Small Business Saturday.
3. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Proposed Property Tax Increase for the Village of Carol Stream, DuPage County, Illinois pursuant to 35 ILCS 200/18-70. *Public Notice of the proposed 2019 property tax increase was published in the November 6, 2019 edition of The Examiner of Carol Stream.*

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:

1. Police Pension Fund – Compliance Report FY19. *Consistent with requirements of Public Act 95-950, the Police Pension Fund submits an annual Compliance Report for receipt by the Village Board.*
2. Plan Commission/Zoning Board of Appeals
 - a. #19-0024 In the Presence of Jesus Ministries-393 S. Schmale Road
*Zoning Text Amendment
Special Use Permit for a Place of Worship*
RECOMMEND APPROVAL WITH CONDITIONS 4-1 WITH 1 MEMBER ABSTAINING

Village of Carol Stream

BOARD MEETING AGENDA NOVEMBER 18, 2019 7:30 P.M.

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- b. #19-0031 Rental Max-558 Randy Road
Special Use for Outdoor Activities and Operations-Storage of Equipment
Special Use Permit for Equipment and Machinery Rental Operations
RECOMMEND APPROVAL WITH CONDITIONS 6-0
- c. #19-0032 Rental Max-124 N. Schmale Road
Special Use for Outdoor Activities and Operations-Storage of Equipment and Installation of Propane Tank
Special Use Permit for Equipment and Machinery Rental Operations
RECOMMEND APPROVAL WITH CONDITIONS 6-0
- d. #19-0033 Fiber Node Services-525 Randy Road
Special Use for Outdoor Activities and Operations-Storage of Vehicles and Equipment
RECOMMEND APPROVAL WITH CONDITIONS 5-1
- e. #19-0034 Armbrust Plumbing-381 Main Place
Fence Code Variation
APPROVED WITH CONDITIONS 6-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Addendum to PowerPay Electric Load Shed Program Agreement. *Staff recommends approving the addendum for continued participation in the PowerPay Electric Load Shed Program.*
2. Sanitary Sewer Condition Assessments – Award of Contract for Professional Engineering Services. *Staff recommends approving a contract for professional engineering services for the Sanitary Sewer Condition Assessments to RedZone Robotics, Inc. at the proposal lump sum price of \$866,196.00 to be paid out over five years at \$173,239.20 per year pursuant to Section 5-8-14(A) of the Carol Stream Code of Ordinances.*

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 18, 2019

7:30 P.M.

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

I. ORDINANCES:

1. Ordinance No. 2019-11-____, An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461, for the Fiscal Year Beginning May 1, 2019 and Ending, April 30, 2020, for the Village of Carol Stream, DuPage County, Illinois. *This ordinance represents the property tax levy request of the Village of Carol Stream and the Carol Stream Public Library for 2019 which will be collected in 2020. The Village's levy totals \$3,800,000 and is the first levy of property taxes to support Village operations in many decades. The Library's levy totals \$3,674,461 and represents no increase over their 2018 levy. The estimated financial impact to the owner of a median value home having a market value of \$231,400 is \$232 (Village) and \$224 (Library).*
2. Ordinance No. 2019-11-____, An Ordinance Adopting Rules and Regulations of the Board of Fire and Police Commissioners. *Staff recommends approving amendments to Chapters II and III of the Rules and Regulations of the Board of Fire and Police Commissioners as approved by the Commission on November 5, 2019.*
3. Ordinance No. 2019-11-____ Amending Chapter 16 of the Municipal Code of the Village of Carol Stream (Zoning Code-Places of Worship as a Special Use in the B-4 District). *See F.2.a.*
4. Ordinance No. 2019-11-____ Approving a Special Use Permit for a Place of Worship in the B-4 District (In the Presence of Jesus Ministries, 393 S. Schmale Road). *See F.2.a.*
5. Ordinance No. 2019-11-____ Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 558 Randy Road). *See F.2.b.*
6. Ordinance No. 2019-11-____ Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Equipment, and a Special Use Permit for Equipment and Machinery Rental Operations in the I Industrial District (Rental Max, LLC, 124 N. Schmale Road). *See F.2.c.*

Village of Carol Stream

**BOARD MEETING
AGENDA
NOVEMBER 18, 2019
7:30 P.M.**

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

7. Ordinance No. 2019-11-___ Approving a Special Use Permit to Allow for Outdoor Activities and Operations in the Form of the Storage of Trailers and Vehicles in the I Industrial District (Fiber Node Services, Inc., 525 Randy Road). *See F.2.d.*

J. RESOLUTIONS:

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: November 5, 2019 through November 18, 2019.
2. Addendum Warrants: November 5, 2019 through November 18, 2019.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: *Revenue/Expenditure Statement and Balance Sheet, Month Ended October 31, 2019.*

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2019-11-40	LAST RESOLUTION	3116
NEXT ORDINANCE	2019-11-41	NEXT RESOLUTION	3117

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

November 4, 2019

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., Trustees John Zalak, John LaRocca, Rick Gieser and Mary Frusolone

Absent: Trustees Greg Schwarze and Matt McCarthy

Also Present: Village Manager Bob Mellor, Assistant Village Manager Joe Carey, Village Attorney Jim Rhodes

*All persons physically present at meeting unless noted otherwise

VFW Post 10396 presented the Flag and led the audience in the Pledge of Allegiance.

MINUTES:

Trustee Frusolone moved and Trustee LaRocca made the second to approve the Minutes of the October 21, 2019 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Abstain: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

LISTENING POST:

1. Introduction – Newly Promoted Utilities Supervisor Robert Houston.
Director of Public Works Phil Modaff introduced newly promoted Utilities Supervisor Robert Houston to the audience.
2. Halloween Decorating Contest Winners.
Trustee Gieser announced and introduced the winners of the 2019 Halloween Decorating Contest:
Big Pumpkin: 1321 Rose Avenue – Szatko Family
Family Fun: 600 Adam Lane – Panuska Family

*Judges' Favorite: 887 Horseshoe Court – Campasano & Ring Family
Judges were Jim Slanker, Vince Engstrom and Linda Keen.*

3. VFW Post 10396 Commander Richard R. Hildenbrand – Check Presentation for the D.A.R.E. Program. *VFW Post 10396 Commander Richard Hildenbrand presented a check for the Carol Stream DARE Program to the Carol Stream Police Department.*
4. Presentation of Organizational Changemaker Award to Commander Don Cummings – This inaugural Changemaker Award promotes innovative substance abuse prevention work in DuPage County and recognizes and honors those efforts in our community. *Commander Don Cummings and the Carol Stream Police Department were presented with the Organizational Changemaker Award by Doug Petit.*
5. Certificate of Appreciation to Ginger and George Rohde for the donation of K-9 Coda's meals. *Certificate of Appreciation was presented to Ginger and George Rohde by Deputy Chief John Jungers.*
6. Resolution No. 3114 Honoring David Creighton for his Service on the Village of Carol Stream Plan Commission/Zoning Board of Appeals.

Trustee Gieser moved and Trustee Frusolone made the second to approve Resolution No. 3114 Honoring David Creighton for his Service on the Village of Carol Stream Plan Commission/Zoning Board of Appeals.

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

7. Resolution No. 3115 Honoring Charles McGuire Upon his 30th Anniversary of Employment with the Village of Carol Stream Police Department.

Trustee Frusolone moved and Trustee LaRocca made the second to approve Resolution No. 3115 Honoring Charles McGuire Upon his 30th Anniversary of Employment with the Village of Carol Stream Police Department.

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

8. Addresses from Audience (3 Minutes).

Dominic Frusolone thanked Deputy Chief Mike Zochert for allowing him to be interviewed for a career as a police officer.

PUBLIC HEARINGS:

- 1. Public Hearing for an Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at 27W210 North Avenue. This Public Hearing is noticed to receive comments on the proposed Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at the northwest corner of North Avenue and County Farm Road, which is proposed to be redeveloped with a 4,900 square foot inline retail center.

Trustee Gieser moved and Trustee Frusolone made the second to open the public hearing on the Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at 27W210 North Avenue. The results of the roll call vote were as follows:

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

Mayor Saverino stated the public notice for the Public Hearing was published in the Carol Stream Examiner on October 16, 2019 as required by law. There was no other public comment regarding the public hearing.

Trustee LaRocca moved and Trustee Zalak made the second to close the public hearing on the Annexation Agreement for the JMP RE HOLDINGS, LLC – 64 SERIES property at 27W210 North Avenue. The results of the roll call vote were as follows:

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

CONSENT AGENDA:

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

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

Trustee Zalak 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: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

1. #19-0027 JMP RE Holdings – 27W210 North Avenue.
2. Receipt of 2019-2020 Snow and Ice Control Plan.
3. Agreement with GovTempsUSA for Professional Administrative Services.
4. Agreement with GovTempsUSA for Information Technology Technician.
5. 2020-21 GIS Consortium Service Provider Contract.
6. Clearwater Court Storm Sewer Rehabilitation Project – Award of Phase II Design Services.
7. Sanitary Sewer Extension, 250 N. Gary Avenue – Award of Phase II Design Services.
8. Ordinance No. 2019-11-36 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class P Liquor Licenses from 7 to 6 (MHA Enterprise, Inc. d/b/a 7-Eleven) and Increasing the Number of Class P Liquor Licenses from 6 to 7 (7-Eleven Inc. d/b/a 7-Eleven #33408H) 550 W. Army Trail Road.
9. Ordinance No. 2019-11-37 Approving an Annexation Agreement.
10. Ordinance No. 2019-11-38 Annexing Certain Territory into the Village of Carol Stream.
11. Ordinance No. 2019-11-39 Approving a Zoning Map Amendment to zone property to the B-2 Service District upon Annexation to the Village of Carol Stream (JMP RE HOLDINGS, LLC – 64 SERIES property, 27W210 North Avenue).

12. Ordinance No. 2019-11-40 Approving a Special Use Permit for a shopping plaza, Special Use Permit for a drive-up service window, front yard building setback variation, corner side yard building setback variation, corner side yard parking setback variation, and landscaping variations (JMP RE HOLDINGS, LLC – 64 SERIES property, 27W210 North Avenue).
13. Resolution No. 3116 Accepting Public Improvements and Release of Security for Public Improvements-Woodspring Suites, 1160 N. Gary Avenue.
14. Raffle License Application – Heritage Lakes PTA.
15. Raffle License Application – Benjamin School District 25 Foundation.
16. Payment of Regular and Addendum Warrant of Bills from October 22, 2019 through November 4, 2019.

Trustee Frusolone moved and Trustee LaRocca 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: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

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

#19-0027 JMP RE Holdings – 27W210 North Avenue:

Special Use for Shopping Plaza

Special Use for Drive-Up Service Window

Variation to Reduce Front and Corner Side Yard and Parking Setbacks

Variation to Reduce Parking Lot Landscaping and Screening

Recommend approval with conditions 6-0

North Avenue Corridor Review

Approved 6-0

The Village Board concurred with Plan Commission’s recommendation.

Receipt of 2019-2020 Snow and Ice Control Plan:

The Village Board received the 2019-2020 Snow and Ice Control Plan.

Agreement with GovTempsUSA for Professional Administrative Services:

The Village Board approved an agreement with GovTempsUSA to staff the Office Manager position within the Administration Department for the period of January 1, 2020 through December 31, 2020.

Agreement with GovTempsUSA for Informational Technology Technician:

The Village Board approved an agreement with GovTempsUSA for an Information Technology Technician for the period of November 18, 2019 through November 20, 2020.

2020-21 GIS Consortium Service Provider Contract:

The Village Board approved a supplemental statement of work contract to MGP at a cost not to exceed \$146,352.00.

Clearwater Court Storm Sewer Rehabilitation Project – Award of Phase II Design Services:

The Village Board awarded a contract for a cost not to exceed \$27,090.00 to Engineering Resource Associates, Inc. for Phase II Design Services.

Sanitary Sewer Extension, 250 N. Gary Avenue – Award of Phase II Design Services:

The Village Board awarded a contract for a cost not to exceed \$29,400 to Strand Associates, Inc. for Phase II Design Services.

Ordinance No. 2019-11-36 Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class P Liquor Licenses from 7 to 6 (MHA Enterprise, Inc. d/b/a 7-Eleven) and Increasing the Number of Class P Liquor Licenses from 6 to 7 (7-Eleven Inc. d/b/a 7-Eleven #33408H) 550 W. Army Trail Road:

The Village Board approved a Class P liquor license to 7-Eleven Inc. located at 550 W. Army Trail Road.

Ordinance No. 2019-11-37 Approving an Annexation Agreement:

The Village Board approved an Annexation Agreement for the JMP RE HOLDINGS, LLC-64 SERIES property located at 27W210 North Avenue.

Ordinance No. 2019-11-38 Annexing Certain Territory into the Village of Carol Stream:

The Village Board approved annexing the JMP RE HOLDINGS, LLC-64SERIES property located at 27W210 North Avenue.

Ordinance No. 2019-11-39 Approving a Zoning Map Amendment to zone property to the B-2 Service District upon Annexation to the Village of Carol Stream (JMP RE HOLDINGS, LLC – 64 SERIES property, 27W210 North Avenue):

The Village Board approved a zoning map amendment to zone the JMP RE HOLDINGS, LLC-64 SERIES property, 27W210 North Avenue to B-2 Service District.

Ordinance No. 2019-11-40 Approving a Special Use Permit for a shopping plaza, Special Use Permit for a drive-up service window, front yard building setback variation, corner side yard building setback variation, corner side

yard parking setback variation, and landscaping variations (JMP RE HOLDINGS, LLC – 64 SERIES property, 27W210 North Avenue):

The Village Board approved Special Use Permits and Zoning Code Variations to allow for the proposed redevelopment of the property with a 4,900 square foot inline retail center.

Resolution No. 3116 Accepting Public Improvements and Release of Security for Public Improvements-Woodspring Suites, 1160 N. Gary Avenue:

The Village Board accepted the public improvements related to the Holladay Properties-Woodspring Suites site (1160 N. Gary Avenue) and released the security for public improvements in the amount of \$53,740.65.

Raffle License Application – Heritage Lakes PTA:

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their raffle event fundraisers scheduled on December 14, 2019 and January 18, 2020.

Raffle License Application – Benjamin School District 25 Foundation:

The Village Board approved a raffle license and waiver of the fee and manager's fidelity bond for their Bunco Night fundraiser scheduled on November 15, 2019 at Fountain View Recreation Center.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated November 4, 2019 in the amount of \$495,363.32. The Village Board approved the payment of Addendum Warrant of Bills from October 22, 2019 thru November 4, 2019 in the amount of \$601,660.36.

Report of Officers:

Trustee LaRocca thanked Dave Creighton for his service to the community, Charles McGuire for his 30 years of service and Robert Houston on his promotion to Utilities Supervisor. He attended an awards banquet for the 100 Club DuPage County where several police officers and firefighters were honored for their acts of valor from surrounding communities.

Trustee Gieser thanked the DuPage County leadership team for presenting the Changemaker Award to Commander Don Cummings and the VFW for being involved with DARE. He also thanked Dave Creighton for his service to the community, Charles McGuire for his 30 years of service and Robert Houston on his promotion to Utilities Supervisor. Trustee Gieser thanked residents who participated in the Halloween Decorating Contest competition and the winners. The Christmas holiday decorating contest is next with a deadline to submit nominations by December 16.

Trustee Zalak thanked members of the VFW 10396 for presenting the colors, leading us in the Pledge of Allegiance and their involvement with the DARE program. He congratulated Robert Houston on his promotion and Charlie McGuire for his 30 years of service. Trustee Zalak congratulated Glenbard North for winning their playoff game and expressed good luck ahead.

Trustee Frusolone thanked everyone who came for the electronics and pumpkin recycling event which collected 2.99 tons of pumpkins and congratulated Public Works for doing a great job with the snowstorm on Halloween. She thanked Dave Creighton for his service to the community, Charlie McGuire for his 30 years of service and Robert Houston on his promotion to Utilities Supervisor. Trustee Frusolone also thanked Deputy Chief Mike Zochert for meeting with her son and discussing what it is like to be a Police Officer.

Village Clerk Czarniecki congratulated the residents who won the Halloween Decorating Contest and Don Cummings receiving the Changemaker Award. She thanked the VFW for their donation to the DARE program and Kikis Corner for taking care of our NARCINT dog. Village Clerk Czarniecki thanked Charlie McGuire for his 30 years of service and Dave Creighton for his service on the Plan Commission. Please keep our military and first responders in your thoughts and prayers for their safety.

Village Attorney Rhodes congratulated Dave Creighton for his service on the Plan Commission and Charlie McGuire for his 30 years of service. He stated to always remember our veterans. There is still a short time to buy Brittany's trees and we continue to collect left over candy for Christmas Sharing. Please Shop Carol Stream.

Village Manager Mellor thanked Dave Creighton for his service to the community, Charles McGuire for his 30 years of service and Robert Houston on his promotion to Utilities Supervisor. He also thanked the VFW for presenting the colors and stated free leaf pickup is during Thanksgiving collection week of November 25. The public hearing on cannabis is scheduled for the November 25 Plan Commission meeting. Village Manager Mellor stated if you see something, please call 911 and not post on social media. The Carol Stream Rotary is conducting a winter coat collection program to benefit World Relief DuPage. Collection canisters are located at the municipal center, two Park District recreational centers and Rock N Jump through February 7.

Mayor Saverino congratulated Robert Houston on his promotion to Utilities Supervisor and those that have won awards throughout the year. He thanked the VFW for presenting the colors and their donation to the DARE program. Mayor Saverino congratulated Dave Creighton for his service to the community and Charles McGuire for his 30 years of service. Please watch out for children, as it is getting darker earlier with the time change.

At 8:37 p.m., Trustee Frusolone moved and Trustee LaRocca made the second to adjourn the meeting. The results of the roll call vote were as follows:

Ayes: 4 Trustees Zalak, LaRocca, Gieser and Frusolone

Nays: 0

Absent: 2 Trustees Schwarze and McCarthy

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
November 11, 2019.***

Chairman Parisi called the Special Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:00 p.m. and directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Angelo Christopher, John Meneghini, Michael Battisto, Charlie Tucek, Daniel Morris, Chairman Parisi.

Absent: Frank Petella

Also Present: Don Bastian, Director of Community Development, Tom Farace, Planning and Economic Development Manager, Jane Lentino, Secretary, and Ms. Jackie Wells, Consultant from Houseal Lavigne Associates.

MINUTES:

There were no minutes to be approved.

PUBLIC HEARING:

There were no notices for Public Hearing.

PRESENTATION:

Mr. Farace introduced Ms. Jackie Wells, consultant from Houseal Lavigne Associates.

Ms. Wells stated that she and Ms. Petersen were last in front of the Commission on August 26th talking about Article III, which is redrafting the districts. She stated that, based on the Village attorney's feedback, changes have been made to the residential districts. She stated that the zoning map would be the area of focus for this meeting.

Ms. Wells showed the existing zoning map and stated that there would not be much change to existing map and explained that there were four main residential districts, and that the Village attorney felt that consolidating the R-1 District into R-2, R-3, and R-4 would trigger a rezoning on a high number of properties. She stated that they are reintroducing the R-1 District and that based on the current standards, nothing is non-conforming. She stated that there would be no changes to the R-2, R-3, and R-4 Residential Districts for rezoning.

Ms. Wells stated that the new B-1 District would be for the Towne Center, B-2 would be neighborhood commercial, B-3 would be corridor commercial which are along North Avenue, Gary Avenue and Schmale Road.

Ms. Wells stated that the E District would be a combination of the existing R&D and B-4 Districts, which would include office uses.

Ms. Wells stated that there would be no changes to the I Industrial District for rezoning.

Ms. Wells referred to the proposed zoning map and stated that there are 119 parcels that would be rezoned.

Ms. Wells asked for questions. There were none.

Ms. Wells reviewed the changes to Article III, and suggested the R-1 District be called the Countryside Residential District, would be for large lots, single unit detached dwellings, churches, municipal buildings, parks, and that there would be no changes to dimensional standards.

Ms. Wells asked for questions.

Chairman Parisi asked why the R-1 District will be named Countryside Residential District, as it is all encompassing.

Ms. Wells stated that the residential homes in that district are could be larger lots, but that it could be changed.

Mr. Bastian stated that the district is primarily parks, schools and churches, and that there are no R-1 subdivisions. He stated that he would like the title of the district to reflect its contents.

Mr. Bastian stated that the Village would be sending out notices regarding any rezoning of properties, which may raise concerns.

Commissioner Tucek asked that if this goes through as presented, who would be the biggest opponent of the changes.

Mr. Bastian stated that they are not proposing anything controversial, that they are trying to streamline processes and resize districts to match what is out there.

Chairman Parisi asked what the agenda for the December 9th meeting is expected to include.

Ms. Wells stated that it would include use specific provisions, development standards, and signs.

Mr. Farace asked if the audience had any questions.

Mr. Tony Stefancic, real estate broker and Carol Stream resident 961 Royal Glen Lane, Carol Stream, stated that he feels that the fancy names are confusing. He stated that he is concerned about providing more uses in commercial districts in areas that are extremely deficient in the marketplace. He stated that there are roughly 32 percent vacancies in office. He stated that more flexibility is needed in those areas when somebody comes in and wants a use in a certain area.

Mr. Robert McNees, attorney, 195 Hiawatha Drive, asked to clarify what an employment district is, and if the industrial and business sectors would be upset to find out they're not in an employment district. He suggested a different word for employment district.

Mr. McNees stated on behalf of the Chamber of Commerce, he expects that businessmen might be concerned if they're being shifted, or if there are additional regulations that come along with changes in their zoning classification. He stated that he hopes that the Chamber might be helpful with the details.

Mr. McNees expressed concern over properties that may be rezoned. He stated that if a PUD is rezoned and burns down, it will have to conform to the new zoning standards.

Mr. Bastian stated a parcel that is a PUD will stay as a PUD.

Mr. McNees asked what the point of doing a new zoning code is if all the old rules are going to apply going forward.

Ms. Wells stated that bringing the majority of properties into the underlying zoning, a homeowner will already know that they are conforming to the zoning requirements

Commissioner Battisto stated that this is an exercise to make the Village easier to work with. He stated that outside of updating some of the verbiage to just be in this century, which is something that is needed as an organization and as a community, the exercise is to better define certain areas so the Commission doesn't have to be consulted on every variance.

Mr. Stefancic reiterated his stance on making things more flexible.

Chairman Parisi stated that Ms. Wells and Mr. Bastian were stating that was the next step.

Ms. Wells stated that they are trying to add in more general categories in order to capture changes in the market.

Mr. McNees asked if the Comprehensive Plan would be modified to reflect the zoning changes.

Mr. Bastian stated that they are trying accomplish the goals of the Comprehensive plan with the zoning.

Chairman Parisi asked for a motion to adjourn.

Commissioner Battisto moved and Commission Tucek seconded the motion.

OTHER BUSINESS:

Mr. Farace stated that the next UDO workshop would be December 9, 2019.

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

At 7:00pm Commissioner Creighton moved and Commissioner Petella seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Jane Lentino
Community Development Secretary

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

Chairman

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

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
November 11, 2019, 2019.***

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00pm and directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Angelo Christopher, John Meneghini, Charlie Tucek, Michael Battisto, Daniel Morris, and Chairman Parisi.

Absent: Frank Petella

Also Present: Tom Farace, Planning and Economic Development Manager; Jane Lentino, Secretary, and a representative from County Court Reporters.

MINUTES:

Commissioner Meneghini moved and Commissioner Tucek seconded the motion to approve the minutes of the Regular Meeting held on October 28, 2019.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Battisto, Tucek, Acting Chairman Creighton.

Nays: 0

Abstain: 1 Commissioner Petella

Absent: 1 Chairman Parisi

PUBLIC HEARING:

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

The motion was passed by unanimous vote.

Case #19-0024 – In the Presence of Jesus Ministries-393 S. Schmale Road

Chairman Parisi swore in Mark Sargis, Attorney, Wheaton, IL; Nelly Jean Caleb, 253 Allegro Drive, Carol Stream, IL; Tony Stefancic, real estate broker, 961 Royal Glen Lane, Carol Stream, IL; Lee Peesch, Attorney, Wheaton, IL; Warren Prescott, attorney, 2625 Butterfield Road, Oak Brook, IL; Christina Morrison, Attorney, 300 East 5th Avenue, Suite 365, Naperville, IL; Jim

Nader, Executive Director of the Central DuPage Pastoral Counseling Center and Mona Kea board president, 1607 Shoreline Drive, St. Charles, IL.

Mr. Sargis stated that he is representing In the Presence of Jesus Ministries which is a small ethnic based Christian Church that has met in a rented room at the Holiday Inn in Carol Stream for several years. He stated that they are requesting the approval of a Text amendment to add a place of worship as a Special Use, and a Special Use Permit for a place of worship. He stated that the proposed location is in Mona Kea West located at 393 S. Schmale Road.

Mr. Sargis stated that the church is biblically based and provides counselling, bible study, and classes. He introduced Jean Calub.

Ms. Calub stated that the average bible group size is 20 to 25 people and, because they don't have a home base where they can congregate, evening meetings are held at members' homes and they congregate at the Holiday Inn for service on Sundays. She stated that Sunday services average from 50 to 70 people. She stated that last Sunday they had 55 adults and 10 children in attendance. She stated that there were 17 cars.

Ms. Calub stated that their regular Sunday service is attended by 50 to 70 people, and that they hope to have add a second service in the future. She stated that if they big group, such as healing services, they will be on a Friday night after 7PM. She stated that for our other activities, such as their Worship Team, they have about 10 people in the band and they practice on Thursday or Saturday nights at around 8PM.

Ms. Calub stated that they offer several tutoring, mentoring, and counselling programs for children, students and adults. She stated that they are after hours or on weekends as most of the congregation works.

Mr. Sargis stated that they no not currently have a church office, but the office will be administrative and open during regular business hours, and that there is one paid staff member and the pastor.

Mr. Sargis showed slides of the existing space and the proposed space. He stated that there would be 80 moveable seats in the main sanctuary hall, a children's room and a youth room, for a total of 111 moveable seats. He stated that the two rooms are included in the number of seats in the total assembly, but will be used as overflow.

Mr. Sargis stated that daycare and preschool are not included in the Church's current proposed programming.

Mr. Sargis stated that because Mona Kea is primarily a professional park during business hours, the Church's primary activities during that time will be office related and may include some one-on-one counseling or training.

Mr. Sargis stated that Mona Kea was developed as a medical office, and that use has declined. He stated that the West complex has the most vacancies. He stated that there are several non-medical uses within the South and East complexes, such as massage therapists, a financial planner, an accounting service, and a Christian counseling center.

Mr. Sargis stated that the Church will have a positive effect on the restaurants and retail in the area. He stated that the religious use will be an appropriate buffer between the residential area to the east and the commercial area to the west.

Mr. Sargis introduced Mr. Stefancic and stated that he is not the real estate broker for the Church, but represents several other units in the complex.

Mr. Stefancic stated that there has been a high vacancy rate in office space in general. He stated the purchases of large office complexes by hospitals and having doctors lease them in exchange for working in the hospitals has had an impact on smaller office complexes like Mona Kea.

Mr. Stefancic stated that 32% to 37% of offices in the Carol Stream area are vacant, and that allowing additional uses would be beneficial to the community.

Mr. Sargis stated that the church is next to residential uses to the east, and access to the subject property will be from Schmale Road and not through any residential neighborhood, so it would not cause any noise or traffic congestion, especially during the peak hours during the week. He stated that there are no existing uses in the immediate neighborhood that would be incompatible with this small Church use.

Mr. Sargis stated that outdoor lighting will be as it is in the complex.

Mr. Sargis stated that Mona Kea is a condominium-based complex consisting of three condominium associations, West, South and East; and there is a Master Association. He stated that each of the three individual associations, according to their bylaws, have jurisdiction over the use within each complex. He stated that the Master Association has jurisdiction over common elements, such as parking. He stated that the West association amended their declaration to allow for certain non-medical uses, including specifically religious assembly, counseling, and non-for-profit organizations, as long as the uses are permitted by Carol Stream zoning.

Mr. Sargis stated that there have been some questions about parking. He stated that they offered to discuss concerns with people concerned with the proposed use and parking problems and they were unresponsive. He showed pictures of the parking lot on different days, at different times, to show that the parking resources are not being taxed. He stated that the total number of spaces in Mona Kea West is 132, and that with 111 seats in the auditorium and the overflow spaces, there are 28 parking spaces required per the Zoning Code. He stated that the congregation averages 17 to 25 cars. He stated that, per Staff, no parking study would be required.

Mr. Sargis stated that the proposed unit is 2200 square feet.

Mr. Sargis introduced Mr. Peesch.

Mr. Peesch stated that the West Association has eight units that are all about 2,200 square feet, and five of the eight units are vacant. He stated that the owner has maintained the unit as well as she could for the last six years, paying taxes, special assessments, and condominium association fees, and there has been little demand due to large medical groups taking small doctor's offices, which has decreased the demand in Mona Kea. He stated that there are 21 spaces to the south of the unit plus about 40 spaces to the east which is adequate. He stated that there have been no other offers to buy this unit other than the church.

Mr. Sargis asked Mr. Peesch if there has been any deterioration of the physical facilities.

Mr. Peesch stated that this particular unit has been kept up to the highest possible standards, but some of the others have deteriorated due to lack of occupancy.

Mr. Sargis introduced the Church's transaction attorney, Mr. Prescott.

Mr. Prescott stated that there are few cars on Sundays and weekdays, and that the other complexes do not have any cars at that time. He stated that the association documents allow use of all the parking spots by each unit, and there is no restriction to the number of spots one unit can use.

Mr. Sargis stated that since the complex was approved as an office facility and not a PUD, there are no particular conditions or restrictions on parking within the development or per unit.

Chairman Parisi asked for questions from the audience.

Ms. Morrison, an attorney, stated that there are parking issues and expressed concern over voting for such a different land use in Mona Kea without a parking study. She stated that Mona Kea was planned for 178 feet of floor area per parking space in the 1970s. She stated that Carol Stream code hasn't changed since then for medical or professional office space. She stated that the applicant's parking count is one space per 78 square feet, which doubles the parking intensity. She stated that it might work for now but expressed concern for whether it will work in the future when future tenants want to use their units in the evenings and on weekends.

Ms. Morrison stated that she represents a property owner in Mona Kea South and expressed concern about parking spilling over into Mona Kea South, which is almost at capacity.

Ms. Morrison expressed concern over the possible growth of the Church over time and limiting programming to Staff recommendations. She stated that her client is concerned about parking and not about what will go on inside the unit, and asked for a condition on the Special Use that limits the number of people who can be in the space during the day when the other office tenants need to be using parking spaces which, according to her math, is no more than 60 people during the weekday.

Ms. Morrison expressed concern over what will happen if more and more users want to come in and use their spaces during this applicant's peak times, specifically if another church wants to lease a space at Mona Kea, and requested a parking study.

Mr. Sargis stated that the Mona Kea association has parking resources, and that the practical impact, use and unloading factors for this complex are a matter of internal jurisdiction. He stated that the village has standards for uses. He stated that the Master Association can put restrictions in place that are suitable and appropriate.

Mr. Sargis stated that future uses of Mona Kea West are speculative, and that the land uses are governed by the West Association and that the common elements are governed by the Master Association. He stated that those two jurisdictional entities have full authority to address any problems that might occur in the future. He stated that a parking study and restrictions on the church's attendance, hours of operation, or the types of ancillary uses is not necessary.

Mr. Sargis stated that his calculations are as such; the eight units that make up Mona Kea West add up to approximately 17,600 square feet; there are 132 parking spaces, which is 1 space for every 133 square of space. He stated that the remaining seven units total approximately 15,400 square feet, and if you take 132 spaces minus the 25 spaces that the church would use at maximum capacity, and divide 15,400 by the remainder of 107 spaces equals approximately 143 square feet per space. He stated that if the use became problematic then it would be an internal regulation, and significant growth would trigger the need for a special use amendment.

Dr. Nader, Executive Director of the Central DuPage Pastoral Counseling Center and Mona Kea board president, stated he approves of the Church considering a space in Carol Stream, but that Mona Kea is not the best location. He stated that the entire Mona Kea board agrees that a professional center is not a good place for a church. He stated that he has been Mona Kea Master Association president for two years, and that many of the owners in the West building have not kept up their property. He stated that there have been liens, including liens on unpaid association dues, and special assessments put on the property to force the owners to take care of the property.

Dr. Nader stated that the Master Association did not approve the Church, and that six of the eight unit owners who either do not work there because their spaces are empty, or are leaving, voted to approve the Church, while the two doctors who occupy their units voted against it. He stated he is appalled by the process and that it will be difficult for the two remaining tenants to conduct their businesses. He also stated that it will be difficult to find other property owners to buy the other units that are for sale.

Mr. Stefancic stated that early in the process, when the church had a contract to buy this unit, there were discussions with various unit owners in other buildings as well as with Dr. Nader, Dr. Clancy, who is represented by Ms. Morrison represents through the LLC, to talk about any concerns that they might have, and were refused a meeting. He also states that he was at the Master Association meeting and the Association did not say that this was not a good place for a Church or what the Village would allow.

Mr. Stefancic stated that, while there may be problems with deterioration in the West complex, there is a buyer who is willing to renovate a unit. He stated that he represents another seller, who lives in Texas who has been identified as one who has not taken care of their properties. He stated that there is an offer on another property by a doctor who is in the Western District, and that they are not afraid of the Church purchasing the unit and another doctor is retiring, which will result in another vacant space. He stated that he feels that even though he does not represent this unit, but that he feels that the Church would work out extremely well.

Dr. Nader reiterated that he is all for the Church, just not at Mona Kea as it is a professional office park. He stated that the Church was not approved by the Mona Kea Master Association.

Mr. Sargis stated that the religious counseling center that Dr. Nader runs is not technically a medical use under the use categories of Village's zoning ordinance, and there was never any change in the prohibition against non-medical uses in Mona Kea South.

Mr. Prescott stated that he was at Mona Kea South the previous Sunday and there was no one there, and that it is a perfect shared use.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that the applicant is requesting a zoning code text amendment along with a Special Use request. He stated that the request is for the Mona Professional Park development in Mona Kea West. He stated that it has been discussed that Mona Kea is divided into three associations; West, East and South.

Mr. Farace stated that the specific property is located at 393 S Schmale, which is a 2200 square foot office condo that is proposed for the Church use. He stated that the floor plan consists of a centrally located main worship hall that will be flanked by the youth room and the children's room.

Mr. Farace stated that parking was discussed, and for a church or religious use, parking is looked at as one parking space for every four seats. He stated that Staff looked at the worship space and potential use of the side rooms for an overall parking requirement of 28 parking spaces for the use.

Mr. Farace states that there will be additional storage space and office space, along with bathroom space and snack bar space.

Mr. Farace stated that Mona Kea is zoned B-4, which does not allow a religious institution except for a regional religious institution, which is a much larger church or place of worship than what is being

proposed by the applicant. He states that the applicant is applying for a text amendment to allow for a place of worship as a Special Use within the B-4 district.

Mr. Farace stated that there is information from the Village Attorney, and Staff, looking at whether or not the use should be allowed as a Special Use in the district. He stated that given the fact that there are other assembly type uses that are allowed as a Special Use in the B-4 District, the Village Attorney felt that it is important to look at the use similarly as other assembly uses and review the request based on the findings of fact.

Mr. Farace read the provisions that the Village Attorney looked at based on a specific act that was passed federally in 2000 known as the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA) which requires that "all similar uses must be treated the same and in a non-discriminatory manner without regard to religion. Therefore, if the zoning code allows other assembly uses in the B-4 District as described, it would be considered discriminatory to not allow a religious assembly use as a Special Use in this district. However, Special Use findings of fact must still be met as would be the case for any special use request."

Mr. Farace stated that the request still has to be reviewed based on the merits of the request. He stated that Staff felt comfortable than those provisions were being met.

Mr. Farace stated that the space is a 2200 square foot space that can accommodate up to 80 people. He stated that 28 parking spaces that would be required per zoning code requirements should be met by spaces in the in the east parking field which has about 40 space. He stated that the majority of the time the larger number of occupants will be on weekends, specifically on Sunday mornings.

Mr. Farace stated that Staff feels comfortable supporting the fact that parking should be more than adequate for the specific use. He stated that there are over 130 spaces in all of Mona Kea West, and there is the shared parking concept. He stated that there are not individualized parking spaces, therefore anyone can basically park where they want based on the description of the activities that are proposed in late afternoon or evening hours. He stated that Staff felt comfortable with supporting the Special Use request.

Mr. Farace addressed concerns about parking and stated that this use has opposite peak hours which differ from any other use that would probably come to this location. He stated that staff still feels comfortable and doesn't feel the need for any type of parking or traffic study to be conducted. He states that Staff still continues to support the Special Use request. He stated that if another religious use wanted to come in to another one of the office condos, it would be reviewed just like this special use is being reviewed. He stated that, if in the future the Church was interested in adding another ancillary use, such as a daycare or a preschool, or a soup kitchen, or something that's not listed as an allowable use in the zoning code at this time, the Special Use would have to be amended. He stated that if that were to occur, Staff would look at parking or other aspects of the complex, but that as it currently stands, Staff feels comfortable with supporting the Zoning Code Text amendment and Special Use based on the size of the unit and the size of the congregation.

Chairman Parisi asked for questions from the Commission. Commissioner Meneghini had none.

Commissioner Christopher asked Mr. Farace if the village has jurisdiction to supersede association bylaws.

Mr. Farace stated Mona Kea West amended their bylaws to allow religious or non-medical office uses to be an allowable use in one of those eight office condos.

Commissioner Tucek asked if there were vehicle or buses and if they will be parked at the site.

Mr. Sargis stated that the Church doesn't have any buses or large vehicles and it doesn't intend to have any.

Mr. Farace stated that as he understands, the Master Association has the rules and regulations for the common elements of all of Mona Kea, but that each separate Association governs the uses that are allowed or not allowed in that specific building.

Commissioner Battisto asked Mr. Farace if there is any reason to believe that one space per four seats has ever been known to cause concern from a zoning perspective, and that 28 spaces isn't a significant burden based on the spaces available.

Mr. Farace stated that this is somewhat different because other churches in town are their own separate properties, but that in general it is a good measure.

Commissioner Battisto stated that he works in an office space that shares a parking lot with a church in the city of Wheaton, and has never seen the church use an abundance of spaces that would indicate that there would be a problem. He stated that as long as the Church doesn't exceed the parameters of the Fire District requirement of the number of people who can be in the space at one time, the Church doesn't seem to be exceeding any of any codes.

Commissioner Morris stated that there is a conflict within the Associations that need to be resolved, but had no questions.

Chairman Parisi directed a statement to Ms. Morrison and stated that he has been involved in parking studies and the design of assembly buildings, and that use and the tenants inside of a building are taken into consideration. He stated that a majority of the spaces are empty, the spaces are shared use spaces, and that peak hours and operations are also taken into consideration. Chairman Parisi stated that he supports the Staff's recommendation not to do a parking study for this particular property, and also supports Staff if future tenants come in and have a similar assembly use which would start conflicting with the remainder of the tenants in the facility, or in the complex, to conduct a parking studying at that time.

Chairman Parisi asked for a motion to recommend approval of case #19-0024.

Commissioner Battisto moved and Commissioner Tucek seconded the motion to recommend approval with Staff Recommendations.

The results of the roll call vote were:

Ayes:	4	Commissioners Tucek, Battisto, Morris and Chairman Parisi.
Nays:	1	Commissioner Christopher
Abstain:	1	Commissioner Meneghini
Absent:	1	Commissioner Petella

The motion was approved.

This case will go before the Village Board of Trustees on Monday, November 18, 2019, at 7:30 PM for formal approval.

Case #19-0031 – Rental Max-558 Randy Road

*Special Use for Outdoor Storage and Operations-Storage of Equipment
Special Use Permit for Equipment and Machinery Rental Operations*

Chairman Parisi swore in John Jeanguenet, 1480 Wood Avenue, Downers Grove, IL.

Mr. Jeanguenet stated that he is the president of Rental Max and is requesting a Special Use Permit for outdoor activities and operations of the storage of equipment and a Special Use Permit for equipment and machinery rental operations at the 558 Randy Road property. He stated that Rental Max is the largest general equipment rental company in the Chicagoland area and is currently headquartered in Wheaton, with both a rental store operation as well as administrative offices located at 908 East Roosevelt Road.

Mr. Jeanguenet stated that they are under contract and have a purchase agreement in place for the purchase of 558 Randy Road, as well as 124 North Schmale Road, pending due diligence including the Special Use requests. He states that their plan is to move their Wheaton rental operation, as well as administration office, from Wheaton to the two properties, and Carol Stream will be the new headquarters for Rental Max. He stated that all eight of their locations are based in the Chicagoland area that they are a growing business. He stated that they have outgrown their existing property in Wheaton, and the two Carol Stream properties provide the perfect opportunity for continued growth.

Chairman Parisi stated that the Commission was given one report for two cases, but will vote on each case individually.

Chairman Parisi asked for questions from the audience. There were none.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that the Staff Reports for both cases are identical.

Mr. Farace stated that Rental Max is seeking approval of two Special Use permits, one for outdoor activities and operations for storage of equipment, and one for just overall equipment and machinery rental sales at both 558 Randy Road and 124 North Schmale Road. He stated that Rental Max provides a variety of construction and miscellaneous equipment which can be rented by both businesses and residents.

Mr. Farace stated that this property, along with the other property are the former Ditch Witch locations which have been recently vacated. He stated that both properties work together.

Mr. Farace stated that the hours of operation will be 6AM to 5PM during the week, and then 7AM to 2PM Saturdays. He stated that there are about 15 employees and employee parking is proposed on the 124 North Schmale property, with some employee parking on the east side of the 558 Randy building. He stated that customer parking is proposed on the 124 North Schmale building.

Mr. Farace stated that the majority of the customer traffic and interaction will going to occur on the 124 North Schmale property, which will have more of the administrative office area and the customer service counter. He stated that there will be a maintenance shop and a showroom space for some of the equipment.

Mr. Farace stated that the Randy Road building will contain some additional office space, sales space, a training center for staff, a conference room, and some indoor storage equipment area as well. He stated that applicant did a great job of summarizing some of the equipment pieces that they'll have in the outdoor storage areas that are proposed on the south side of both properties.

Mr. Farace stated that there is an illustration of how traffic lanes are going to be set up on the property. He stated a lot of this will be done on the 124 North Schmale property, and it will direct traffic so as to make sure that things are done efficiently and safely, and traffic flow is done properly.

Mr. Farace stated that Staff is comfortable with supporting both Special Use requests and that the business is similar to what was previously located on the properties. He stated that there are property maintenance issues that will be addressed in the springtime.

Chairman Paris asked for questions from the Commission. Commissioner Meneghini, Christopher, Tucek, Battisto, and Chairman Parisi.

Commissioner Morris asked if the heavy equipment was tested in the yard and if the noise would affect other businesses at 6AM.

Mr. Jeanguenet stated the equipment is started but that the machinery is not heavy equipment. He stated that there have never been any issues from a noise standpoint at any of their locations, including the Roosevelt Road location, where there are neighbors.

Chairman Parisi asked for a motion to recommend approval Case #19-0031.

Commissioner Meneghini moved and Commissioner Battisto seconded the motion.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Tucek, Battisto, Morris and Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was unanimously approved.

This case will go before the Village Board of Trustees on Monday, November 18, 2019, at 7:30 PM for formal approval.

Case #19-0032 – Rental Max-124 S. Schmale Road

*Special Use for Outdoor Storage and Operations-Storage of Equipment and Installation of a Propane Tank
Special Use Permit for Equipment and Machinery Rental Operations*

The Petitioner was sworn in for the previous case.

Mr. Farace stated that this case is essentially the same as Case #19-0031, with the exception of the installation of a propane tank that is proposed to be installed on the back half of the property that will need to meet all building and fire code provisions, which the applicant is aware of.

Mr. Jeanguenet stated that they have propane tanks at the other locations.

Chairman Parisi asked for a motion for Case #19-0032.

Commissioner Meneghini moved and Commissioner Tucek seconded the motion.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Tucek, Battisto, Morris and Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was unanimously approved.

This case will go before the Village Board of Trustees on Monday, November 18, 2019, at 7:30 PM for formal approval.

Case #19-0033 – Fiber Node Services-525 Randy Road

Special Use for Outdoor Storage and Operations-Storage of Vehicles and Equipment

Chairman Parisi swore in Shawn Larson, 525 Randy Road, Carol Stream, IL.

Mr. Larson stated that they are requesting to build a 7-foot privacy fence to store their outdoor vehicles and a storage container. He stated that the storage container will house power supplies because they do all of the CAT equipment for the entire United States. He stated that they get an overload of power supplies that produce AC/DC voltage for cable, cell phone service. He stated that they help in hurricane and major storm relief, and build storage ahead of time so when they get the call, they can go right away.

Mr. Larson stated that they have delivery vehicles and on-site repair vehicles that use to the repairs on-site.

Chairman Parisi asked for questions from the audience. There were none.

Chairman Parisi asked Mr. Farace for the Staff Report.

Mr. Farace stated that the applicant is seeking Special Use Permit for outdoor activities and operations for storage of vehicles and equipment. He stated that they are looking to have a fenced in area in the northeast corner of their parking lot. He stated that they have a lot of parking and that most of the time their parking needs are met in the westernmost parking field. He stated that they occupy the entire building. He stated that, based on the zoning code, they have a surplus of parking of 92 parking spaces, which is rare.

Mr. Farace stated that they are proposing to fence off an area in the northeast quadrant that would store vehicles and trailers that are affiliated with their business, along with a cargo container that would store the materials that the applicant indicated. He stated that the container issue is for the Commission to discuss because other locations within the industrial park have cargo containers on a temporary basis, and this would be more permanent.

Mr. Farace stated that cargo containers haven't been allowed in the past, and Staff would like to see what the Plan Commission's thoughts are on the request. He states that they have allowed other vehicles or other types of equipment to be within fenced in storage areas. He stated that the size of the fenced-in area seemed to a little larger than necessary.

Mr. Farace stated that may have training on the property where the majority of the parking is utilized. He suggested that the size of the fenced in area could be scaled back to accommodate a few extra spaces that can be during training sessions.

Mr. Farace stated that Staff is supportive of the request and would like to see how the Commission feels about allowing the cargo container.

Chairman Parisi asked from questions from the Commission. Commissioners Meneghini, Christopher, Tucek, Battisto, and Morris had none.

Chairman Parisi asked Mr. Farace if the container would be considered an accessory structure, and asked if an accessory structure is allowed on that property.

Mr. Farace stated that the code states that in the industrial and business districts, all items are to be stored inside a building unless Special Use is approved for outdoor storage. He stated that, generally speaking, outdoor storage is required to be within a fenced-in area or within an enclosure. He stated that the equipment would be physically enclosed within a container and within a fenced in area, but that cargo containers are not normally seen for permanent use.

Chairman Parisi stated that a cargo container is cheap storage and he can see it becoming more and more prevalent. He stated that if it is approved, it opens up a precedent for others.

Mr. Farace stated that a shed that meets certain requirements could be constructed.

Commissioner Battisto asked if the fenced-in storage area is the Special Use or is the Special Use being able to utilize the storage container within the fenced in area.

Mr. Farace stated that it is both.

Chairman Parisi asked Mr. Farace if a shed would be allowed.

Mr. Farace stated that it would.

Chairman Parisi if the petitioner can clad the structure to look like a shed.

Mr. Farace stated he could.

Chairman Parisi asked for a motion to recommend approval of Case #19-0034.

Commissioner Meneghini moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Tucek, Battisto, Morris.

Nays: 1 Chairman Parisi

Abstain: 0

Absent: 1 Commissioner Petella

The motion was unanimously approved.

This case will go before the Village Board of Trustees on Monday, November 18, 2019, at 7:30 PM for formal approval.

Case #19-0034 – Armbrust Plumbing-381 Main Place
Fence Code Variation

Chairman Parisi swore in Rich Armbrust, 1203 Aurora Way, Wheaton, IL.

Mr. Armbrust stated that he is requesting a fence variation due to the unique layout of the lot. He stated that, as part of a comprehensive plan that began in 2015 when the property was purchased, the requirement was to put a fence at the rear of the rear part of the property to store all vehicles as part of the rezoning of the property. He stated that it is his goal to be able to continue the drive through around the building and back out into the parking lot and exit the property.

Mr. Armbrust stated that they are looking to move to the next phase which would be to encompass the property to the north and build storage on the property to the north, as well as continue the drive through.

Chairman Parisi asked for questions from the audience. There were none.

Chairman Parisi asked for the Staff Report.

Mr. Farace stated that Armbrust Plumbing is seeking approval of a fence code variation to allow a fence that will go past the front of the building. He stated that his property is a unique property in that it is L-shaped and the front of the north portion is technically in front of the building. He stated that the fence code says a fence cannot be located past the front of the building.

Mr. Farace stated that the applicant is seeking approval to fence in the northern part of the property that's currently vacant, where there might be opportunities in the future for additions on the property. He stated that for now it's for more security purposes. He stated that it will match the wood fence that's along the south and the east, but that fence is wood and this fence is vinyl with wood texture. He stated that there are other locations where fences have been allowed to go past the front of the building as stated in the staff report.

Mr. Farace stated that this is a unique situation because there is another building just to the north and west of this property that will virtually screen the fence. Therefore, the fence will not look or feel as if it is in front of the building.

Mr. Farace stated that Staff felt comfortable supporting the request, and is recommending approval given the uniqueness of the property and the location of the fence. He stated that Staff would like to work with the applicant on the sign in the front of the property to make a more permanent looking sign.

Chairman Parisi asked for questions from the Commission, There were none.

Chairman Parisi asked for a motion to approve Case 19-0034.

Commissioner Battisto moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Meneghini, Tucek, Battisto, and Chairman Parisi.

Nays: 0

Abstain: 0

Absent: 1 Commissioner Petella

The motion was unanimously approved.

Chairman Parisi asked for a motion to close Public Hearing.

Commissioner Battisto moved and Commissioner Christopher seconded the motion.

The motion was unanimously approved.

PRESENTATION:

NEW BUSINESS:

Mr. Farace stated that there would be a meeting on November 25. 2019.

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 8:47pm Commissioner Meneghini moved and Commissioner Morris seconded the motion to adjourn the meeting.

The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

Jane Lentino
Community Development Secretary

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

Chairman

PROCLAMATION

Designating November 30, 2019 as Small Business Saturday

WHEREAS, the Village of Carol Stream celebrates our local small businesses and the contributions they make to our community; and

WHEREAS, according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, 76 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

WHEREAS, the Village of Carol Stream supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, BE IT PROCLAIMED THAT I, MAYOR FRANK SAVERINO SR. & THE BOARD OF TRUSTEES OF CAROL STREAM, DuPAGE COUNTY, ILLINOIS in the exercise of its home rule powers does hereby designate

November 30, 2019 as Small Business Saturday

in Carol Stream and encourages residents to support small businesses and merchants on Small Business Saturday and throughout the year.

PROCLAIMED this 18th DAY of NOVEMBER 2019.

Frank Saverino Sr. - Mayor

Laura Czarnecki, Village Clerk

**NOTICE OF PROPOSED PROPERTY TAX
INCREASE FOR THE VILLAGE OF
CAROL STREAM, DUPAGE COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy increase for the Village of Carol Stream for 2019 will be held on November 18, 2019 at 7:30 p.m. at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Robert Mellor, Village Manager, 500 N. Gary Avenue, Carol Stream, IL 60188, (630) 665-7050.

- II. The corporate and special purpose property taxes extended or abated for 2018 were \$3,713,520.54.

The proposed corporate and special purpose property taxes to be levied for 2019 are \$7,474,461.00. This represents a 101.3% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2018 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2019 are \$0.00. This represents a 0.0% increase over the previous year.

- IV. The total property taxes extended or abated for 2018 were \$3,713,520.54.

The estimated total property taxes to be levied for 2019 are \$7,474,461.00. This represents a 101.3% increase over the previous year.

Village of Carol Stream
Interdepartmental Memo

TO: Bob Mellor, Village Manager
FROM: Jon Batek, Finance Director
DATE: November 5, 2019
RE: **Police Pension Fund Municipal Compliance Report**

Attached is the annual compliance report which was approved by the Police Pension Board at their meeting on October 18, 2019. This report and its contents are required annual disclosures to the Village Board as identified in Public Act 95-950 which became effective 8/29/08.

Most of the contents of this report were drawn from the Village's Comprehensive Annual Financial Report (CAFR) for the year ended April 30, 2019 and the most recently completed actuarial valuation of the fund as of May 1, 2019. This item should be placed on an upcoming Village Board agenda for receipt.

**THE VILLAGE OF CAROL STREAM,
ILLINOIS
POLICE PENSION FUND**

**PUBLIC ACT 95-0950
MUNICIPAL COMPLIANCE REPORT**

**FOR THE FISCAL YEAR ENDED
APRIL 30, 2019**



Lauterbach & Amen, LLP

CERTIFIED PUBLIC ACCOUNTANTS

668 NORTH RIVER RD. • NAPERVILLE, ILLINOIS 60563

PHONE 630.393.1483 • FAX 630.393.2516
www.lauterbachamen.com

October 16, 2019

Members of the Pension Board of Trustees
Carol Stream Police Pension Fund
Carol Stream, Illinois

Enclosed please find a copy of your Municipal Compliance Report for the Carol Stream Police Pension Fund for the fiscal year ended April 30, 2019. We have prepared the report with the most recent information available at our office. Should you have more current information, or notice any inaccuracies, we are prepared to make any necessary revisions and return them to you.

The President and Secretary of the Pension Fund are required to sign the report on page 3. If not already included with the enclosed report, please also include a copy of the Pension Fund's most recent investment policy.

The signed Public Act 95-0950 - Municipal Compliance Report must be provided to the Municipality before the tax levy is filed on the last Tuesday in December. We are sending the report via email to promote an environmentally-friendly work atmosphere.

If you have any questions regarding this report, please contact your Client Manager or PSA.

Respectfully submitted,

Lauterbach & Amen, LLP

LAUTERBACH & AMEN, LLP

**THE VILLAGE OF CAROL STREAM, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2019**

The Pension Board certifies to the Board of Trustees of the Village of Carol Stream, Illinois on the condition of the Pension Fund at the end of its most recently completed fiscal year the following information:

- 1) The total cash and investments, including accrued interest, of the fund at market value and the total net position of the Pension Fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Total Cash and Investments (including accrued interest)	<u>\$50,151,091</u>	<u>\$46,736,702</u>
Total Net Position	<u>\$50,149,043</u>	<u>\$46,734,818</u>

- 2) The estimated receipts during the next succeeding fiscal year from deductions from the salaries of police officers and from other sources:

Estimated Receipts - Employee Contributions	<u>\$671,300</u>
Estimated Receipts - All Other Sources	
Investment Earnings	<u>\$3,510,600</u>
Municipal Contributions	<u>\$2,850,352</u>

- 3) The estimated amount required during the next succeeding fiscal year to (a) pay all pensions and other obligations provided in Article 3 of the Illinois Pension Code, and (b) to meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:

(a) Pay all Pensions and Other Obligations	<u>\$3,779,800</u>
(b) Annual Requirement of the Fund as Determined by:	
Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	
Recommended Municipal Contribution	<u>\$2,850,352</u>
Statutory Municipal Contribution	<u>\$2,261,089</u>

**THE VILLAGE OF CAROL STREAM, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2019**

- 4) The total net income received from investment of assets along with the assumed investment return and actual investment return received by the fund during its most recently completed fiscal year compared to the total net income, assumed investment return, and actual investment return received during the preceding fiscal year:

	Current Fiscal Year	Preceding Fiscal Year
Net Income Received from Investment of Assets	\$3,361,838	\$2,482,082
Assumed Investment Return		
Illinois Department of Insurance	N/A	6.50%
Private Actuary - Lauterbach & Amen, LLP	7.00%	7.00%
Actual Investment Return	6.94%	5.45%

- 5) The total number of active employees who are financially contributing to the fund:

Number of Active Members	68
--------------------------	----

- 6) The total amount that was disbursed in benefits during the fiscal year, including the number of and total amount disbursed to (i) annuitants in receipt of a regular retirement pension, (ii) recipients being paid a disability pension, and (iii) survivors and children in receipt of benefits:

	Number of	Total Amount Disbursed
(i) Regular Retirement Pension	35	\$2,763,240
(ii) Disability Pension	3	\$138,102
(iii) Survivors and Child Benefits	1	\$60,579
Totals	39	\$2,961,921

**THE VILLAGE OF CAROL STREAM, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2019**

7) The funded ratio of the fund:

	<u>Current Fiscal Year</u>	<u>Preceding Fiscal Year</u>
Illinois Department of Insurance	<u>N/A</u>	<u>64.48%</u>
Private Actuary - Lauterbach & Amen, LLP	<u>63.38%</u>	<u>64.23%</u>

8) The unfunded liability carried by the fund, along with an actuarial explanation of the unfunded liability:

Unfunded Liability:

Illinois Department of Insurance	<u>N/A</u>
Private Actuary - Lauterbach & Amen, LLP	<u>\$29,589,074</u>

The accrued liability is the actuarial present value of the portion of the projected benefits that has been accrued as of the valuation date based upon the actuarial valuation method and the actuarial assumptions employed in the valuation. The unfunded accrued liability is the excess of the accrued liability over the actuarial value of assets.

9) The investment policy of the Pension Board under the statutory investment restrictions imposed on the fund.

Investment Policy - See Attached.

Please see Notes Page attached.

CERTIFICATION OF MUNICIPAL POLICE
PENSION FUND COMPLIANCE REPORT

The Board of Trustees of the Pension Fund, based upon information and belief, and to the best of our knowledge, hereby certify pursuant to §3-143 of the Illinois Pension Code 40 ILCS 5/3-143, that the preceding report is true and accurate.

Adopted this 18TH day of OCT., 2019

President John A. Nunnich Date 10/18/19

Secretary Kimberly Cade Date 10/18/19

**THE VILLAGE OF CAROL STREAM, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2019**

INDEX OF ASSUMPTIONS

- 1) Total Cash and Investments - as Reported at Market Value in the Audited Financial Statements for the Years Ended April 30, 2019 and 2018.

Total Net Position - as Reported in the Audited Financial Statements for the Years Ended April 30, 2019 and 2018.

- 2) Estimated Receipts - Employee Contributions as Reported in the Audited Financial Statements for the Year Ended April 30, 2019 plus 5.38% Increase (Actuarial Salary Increase Assumption) Rounded to the Nearest \$100.

Estimated Receipts - All Other Sources:

Investment Earnings - Cash and Investments as Reported in the Audited Financial Statements for the Year Ended April 30, 2019, times 7% (Actuarial Investment Return Assumption) Rounded to the Nearest \$100.

- 3) (a) Pay all Pensions and Other Obligations - Total Non-Investment Deductions as Reported in the Audited Financial Statements for the Year Ended April 30, 2019, plus a 25% Increase, Rounded to the Nearest \$100.

(b) Annual Requirement of the Fund as Determined by:

Illinois Department of Insurance - No April 30, 2019 Actuarial Valuation available at the time of this report.

Private Actuary - Lauterbach & Amen, LLP:

Recommended Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2019 Actuarial Valuation.

Statutorily Required Amount of Tax Levy as Reported by Lauterbach & Amen, LLP in the April 30, 2019 Actuarial Valuation.

**THE VILLAGE OF CAROL STREAM, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2019**

INDEX OF ASSUMPTIONS - Continued

- 4) Net Income Received from Investment of Assets - Investment Income (Loss) net of Investment Expense, as Reported in the Audited Financial Statements for the Years Ended April 30, 2019 and 2018.

Assumed Investment Return:

Illinois Department of Insurance - Preceding Fiscal Year Interest Rate Assumption as Reported in the April 30, 2018 Actuarial Valuation. No April 30, 2019 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Interest Rate Assumption as Reported in the Lauterbach & Amen, LLP, April 30, 2019 and 2018 Actuarial Valuations.

Actual Investment Return - Net Income Received from Investments as Reported Above as a Percentage of the Average of the Beginning and Ending Balances of the Fiscal Year Cash Investments, Excluding Net Investment Income, Gains, and Losses for the Fiscal Year Return Being calculated, as Reported in the Audited Financial Statements for the Fiscal Years Ended April 30, 2019 and 2018.

- 5) Number of Active Members - Illinois Department of Insurance Annual Statement for April 30, 2019 - Schedule P.
- 6) (i) Regular Retirement Pension - Illinois Department of Insurance Annual Statement for April 30, 2019 - Schedule P for Number of Participants and Expense page 1 for Total Amount Disbursed.
- (ii) Disability Pension - Same as above.
- (iii) Survivors and Child Benefits - Same as above.

**THE VILLAGE OF CAROL STREAM, ILLINOIS
POLICE PENSION FUND**

**Public Act 95-950 - Municipal Compliance Report
For the Fiscal Year Ending April 30, 2019**

INDEX OF ASSUMPTIONS - Continued

7) The funded ratio of the fund:

Illinois Department of Insurance - Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the April 30, 2018 Actuarial Valuation. No April 30, 2019 Actuarial Valuation available at the time of this report.

Private Actuary - Current and Preceding Fiscal Year Net Present Assets as a percentage of Total Assets as Reported in the Lauterbach & Amen, LLP, April 30, 2019 and April 30, 2018 Actuarial Valuations.

8) Unfunded Liability:

Illinois Department of Insurance - Deferred Asset (Unfunded Accrued Liability) - No April 30, 2019 Actuarial Valuation available at the time of this report.

Private Actuary - Deferred Asset (Unfunded Accrued Liability) as Reported by Lauterbach & Amen, LLP in the April 30, 2019 Actuarial Valuation.

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager
FROM: Tom Farace, Planning & Economic Development Manager
THROUGH: Donald T. Bastian, Community Development Director *DTB*
DATE: November 13, 2019
RE: **Agenda Item for the Village Board Meeting of November 18, 2019
PC/ZBA Case 19-0024, In the Presence of Jesus Ministries – 393 S. Schmale Road
Zoning Code Text Amendment and Special Use Permit for Place of Worship in B-4 District**

Nelly Jean Calub, Business Manager for In the Presence of Jesus Ministries, requests approval of a Zoning Code Text Amendment and a Special Use Permit for a Place of Worship in the B-4 District. In the Presence of Jesus Ministries is a religious organization which currently meets at the Holiday Inn on Gary Avenue. They propose to purchase a 2,200 square foot office condo at 393 S. Schmale Road in Mona Kea Professional Park for their worship services, classes and other activities. Since 'Place of Worship' is not listed as a permitted or special use in the B-4 District, a Zoning Code text amendment is requested. It should be noted that other assembly uses, such as union halls and training facilities, and regional religious institutions, as listed as special uses in the B-4 District. In an email included in the PC/ZBA packet, the Village Attorney advised that the Religious Land Use and Institutionalized Persons Act of 2000 requires that similar uses must be treated the same and in a non-discriminatory manner, without regard to religion. As such, with the Zoning Code allowing other assembly uses in the B-4 District, it would be discriminatory to not allow a religious assembly use as a permitted special use in the B-4 District.

In staff's review, the proposed place of worship use would not have an adverse effect on surrounding uses, nor would it substantially change the character of the professional office park. As presented by the applicant, peak use of the church will occur on Sundays when most other office uses in Mona Kea are not open for business. As such, parking demand for the proposed church would be accommodated given the varied peak times of other office uses. As background information, Mona Kea is divided into three associations: Mona Kea West (where the subject office condo is located), Mona Kea East, and Mona Kea South. All three associations have separate declarations, and there is a master association which provides oversight of common areas. The Mona Kea West Association recently amended its declarations to allow non-medical office uses. It is important to note that non-medical office uses require less parking (1 space per 250 sq. ft.) than medical office uses (1 space per 150 sq. ft.). As such, as existing vacant space is leased by non-medical office tenants, the number of parking spaces required by the Zoning Code will be less than when the buildings in Mona Kea West were exclusively used for medical offices.

Attached to this memo are several letters received after Monday's PC/ZBA meeting. A letter of support was received from Chris Ellerman with Outreach Community Ministries, which has an office in the adjacent office building to the north of Mona Kea West. Letters of objection were received from Dr. James A. Natter and Dr. John Clancy, who own office condos in Mona Kea South, and from Mark Erickson, DDS, who owns and operates a dentist office at 383 S. Schmale Road in Mona Kea West. A letter responding to the concerns from the applicant's attorney, Mark Sargis, is also attached.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 8, 2019. At its meeting on November 11, 2019, by a vote of 4-1 with one member abstaining, the PC/ZBA recommended approval of the Zoning Code Text Amendment and Special Use Permit subject to the conditions in the November 11, 2019 staff report. If the Village Board concurs with the PC/ZBA recommendation, they should approve the Zoning Code Text Amendment to allow Places of Worship as Special Uses in the B-4 District, and a Special Use Permit for a Place of Worship in the B-4 District for In the Presence of Jesus Ministries, subject to the conditions contained within the Ordinances, and adopt the necessary Ordinances.

ec: Nelly Jean Calub and Mark Sargis (via email)

T:\Planning\Plan Commission\Staff Reports\2019 Staff Reports\19-0024 In the Presence of Jesus Ministries ZTA and SUP 393 S Schmale VB Memo.docx

Outreach

Community Ministries

Restoring Hope,
Providing Opportunities

RECEIVED
NOV 13 2019
COMMUNITY DEVELOPMENT
DEPT

November 13, 2018

Village of Carol Stream
Plan Commission/Zoning Board of Appeals
500 N. Gary Avenue
Carol Stream, IL 60188

Attn: Tom Farace, tfarace@carolstream.org

Re: In the Presence of Jesus Ministries Zoning Application

Dear Chairman and Commission/Board Members:

I am the Chief Executive Officer of Outreach Community Ministries Inc. Our administrative headquarters is located at 373 S. Schmale Road in Carol Stream, and we also operate a Community Center and transitional housing in Carol Stream. We are submitting this letter in support of the zoning applications for a Christian church, In the Presence of Jesus Ministries, for a special use along with a text amendment.

I understand that the church is seeking to occupy and use a condominium unit in the Mona Kea West complex for religious assembly, including Sunday worship services and related ministry activities and administrative use during the week. We've reviewed information submitted by the applicant and the plans they've submitted show that church visitors who need parking will use the on-site parking lot for the Mona Kea West complex.

Our office location is located immediately adjacent to, or within 250 feet of, the subject property of the proposed church use, and our other two facilities are also nearby. As a Christian ministry headquartered in Carol Stream for the past few years, we believe that another religious use is compatible with our use and with other retail and office uses in the area. We hope that the church will be active in the community as our group has been, and host activities that benefit local residents in addition to its own congregation. Also, the Mona Kea buildings appear to be largely underutilized and there have never been any noticeable parking problems in this area. We believe the church's operation at this location will benefit the neighboring property as well as bring visitors to the other businesses in this area.

Based on the information we have reviewed, we have no objections to the proposed use and we therefore support the ability of this small, non-traditional church to use a condominium unit next door to us for its religious purposes.

Thank you for your consideration.

Sincerely,



Chris Ellerman
Chief Executive Officer



507 Thornhill Drive • Carol Stream, Illinois 60188 • (630)752.9750

November 14, 2019

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

RE: 19-0024: In the Presence of Jesus Ministries' Special Use

Dear Mayor Saverino and Village Trustees:

I am writing to relay my concerns regarding the effect the above referenced special use will have on me and its other neighbors. The Mona Kea Professional Office Park was developed in three sections throughout the 1970s: the East section, the West section, and, lastly, the South section. All three sections were intended and designed as office use. The Village's parking requirements for medical and professional office have not changed since the 1970s so the amount of parking for Mona Kea is still appropriate for a medical/professional office park.

My concern, which was also relayed to the Plan Commission, is that medical office parking requires one space for every 150 sq. ft. of floor area and professional office parking requires one parking space for every 250 sq. ft. The Applicant testified that it requires 28 parking spaces under Village Code. Twenty-eight parking spaces for a 2,200 sq. ft. unit means that this use requires one parking space for every 78.6 square feet ($2,200 \div 28 = 78.57$). Mona Kea was not designed and planned to have this intense of a parking use which will eventually harm the other units in Mona Kea West, South and East.

Village staff and Plan Commission members seemed to be focused on the fact that Mona Kea West is currently more than half vacant. However, due to efforts by both Mona Kea West and the Mona Kea Master Association, this current level of vacancy is not likely to last. Mona Kea South and East are fully occupied. As a neighboring property owner, I am concerned that the Village is approving a use considering only the past and present situation. Your due diligence is requested looking into the future when a disproportionate amount of parking will hurt neighboring property owners once Mona Kea West is more fully occupied.

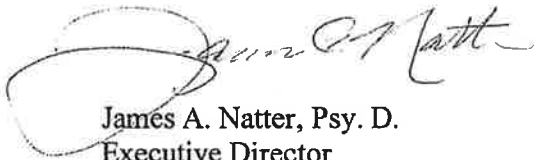
The Plan Commission recommended approval of the applicant's use, with the condition that the Applicant only use the property for the programming listed in the Applicant's application. All of the other Mona Kea uses are medical or professional office open during each week day. The Applicant's testimony was that, currently, its programming that occurs during the week day is not very intense. However, the Plan Commission's proposed conditions on the type of programming

*Fax: (630)752-9768 • www.cdppc.org • E-mail: cdppc@cdppc.org
Please consider the Central DuPage Pastoral Counseling Center in your estate planning.*

the applicant can have on the property in no way limits the intensity of the programming that occurs during the week day when all of the other users are also on site. This Applicant, at peak parking usage, will use twice the number of parking spaces as any other user in Mona Kea. For example, if and when there is a wedding or funeral during the week, parking during working hours would be affected. Therefore, in order to not negatively impact present and future Mona Kea owners, the intensity of the applicant's use should be capped during the week day.

You have the ability to ensure that all of the facts are known with respect to how the Applicant's parking needs will impact other owners within Mona Kea and the best time to gather the facts is before the special use is approved. I ask that you require the Applicant to submit a parking study so that impacts to the other users of Mona Kea, when Mona Kea West is fully occupied, are known before this more intense use is approved. You also have the ability to place conditions upon this special use. I also request that you require this Applicant to cap the number of people it may have on site at 60 which will provide a comparable parking demand to the other Mona Kea users.

Sincerely,

A handwritten signature in cursive script, appearing to read "James A. Natter". The signature is written in dark ink and is positioned above the typed name.

James A. Natter, Psy. D.
Executive Director
Central DuPage Pastoral Counseling Center
507 Thornhill Drive (in Mona Kea)
Carol Stream, IL 60188

Thornhill Investments
555 S. Randall Road
Suite 100
St. Charles, IL
60174

November 15, 2019

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

RE: 19-0024: In the Presence of Jesus Ministries' Special Use

Dear Mayor Saverino and Village Trustees:

My name is Dr. John Clancy. I am a physician. My partners and I are Real Estate Investors at Mona Kea South. We have purchased parcels in 2004, 2006 and 2008. Since moving to San Diego in 2014, I have remained active on the Condominium Board. I have managed and improved the property in the Park. In recent years, we have attracted Northwestern Medicine, Home Health Agencies, Edward Jones, Farmer's Insurance, two chiropractors, a medical clinic and several other professional businesses to enter the Professional Park at the South and East.

Unfortunately, during this same time, One owner at the West Association who owns 4 buildings out of 8, let the properties go, failing to maintain, heat, air condition, allow infestation of raccoons. Due to that owners negligence, the properties have been impossible to rent and making it difficult to sell units at fair market value. Recently, fines and liens had to be placed on 5/8 units to pay special assessments **to FORCE** improvements at the West. A recent Real Estate Appraisal suggested all units in the South and East were owned/occupied and all units at the West most likely would also be occupied with professionals had this one owner maintained those 4 properties. Recently, a very low bid was accepted on the property for "Special Use request".

I am also writing to relay my concerns regarding the effect the above referenced special use will have on me and its other neighbors. The Mona Kea Professional Office Park was developed in three sections throughout the 1970s: the East section, the West section, and, lastly, the South section. All three sections were intended and designed as office use. The Village's parking requirements for medical and professional office have not changed since the 1970s so the amount of parking for Mona Kea is still appropriate for a medical/professional office park.

My concern, which was also relayed to the Plan Commission, is that medical office parking requires one space for every 150 sq. ft. of floor area and professional office parking requires one parking space for every 250 sq. ft. The Applicant testified that it requires 28 parking spaces under Village Code. Twenty-eight parking spaces for a 2,200 sq. ft. unit means that this use requires one parking space for every 78.6 square feet ($2,200 \div 28 = 78.57$). Mona Kea was not designed and planned to have this intense of a parking use which will eventually harm the other units in Mona Kea West, South and East.

What also has not been considered is the right of way Chase Bank has on the entry at Schmale Road. The park already has hundreds of cars entering and exiting into the park on a daily basis, and on the weekends. **It would make sense to perform a traffic/parking study at the park.**

Village staff and Plan Commission members seemed to be focused on the fact that Mona Kea West is currently more than half vacant. It is only half vacant because of one families neglect to 4 units. All Units in the East and South are fully owned/occupied. Due to efforts by both Mona Kea West and the Mona Kea Master Association, levying of special assessments to improve the property, this current level of vacancy is not likely to last. As a neighboring property owner, I am concerned that the Village is approving a use, requiring a disproportionate amount of parking, which will hurt neighboring property owners once Mona Kea West is more fully occupied. **The same land use modifications to a new buyer may complicate parking further.**

The Plan Commission recommended approval of the applicant's use, with the condition that the Applicant only use the property for the programming listed in the Applicant's application. All of the other Mona Kea uses are medical or professional office open during each week day. The Applicant's testimony was that, currently, its programming that occurs during the week day is not very intense. However, the Plan Commission's proposed conditions on the type of programming the applicant can have on the property in no way limits the intensity of the programming that occurs during the week day when all of the other users are also on site. This Applicant, at peak parking usage, will use at least twice the number of parking spaces as any other user in Mona Kea. Therefore, in order to not negatively impact the other Mona Kea users, the intensity of the applicant's use should be capped during the week day.

You have the ability to ensure that all of the facts are known with respect to how the Applicant's parking needs will impact other owners within Mona Kea and the best time to gather the facts is before the special use is approved. I ask that you require the Applicant to submit a parking study so that impacts to the other users of Mona Kea, when Mona Kea West is fully occupied, are known before this more intense use is approved. You also have the ability to place conditions upon this special use. I also request that you require this Applicant to cap the number of people it may have on site at 60 which will provide a comparable parking demand to the other Mona Kea users.

Thank you for your consideration,

John Clancy
Dr. John Clancy, D.O.
President, Thornhill Investments
Owner 501,503,511,515,517 Thornhill Parcels

November 15, 2019

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

RE: 19-0024: In the Presence of Jesus Ministries' Special Use

Dear Mayor Saverino and Village Trustees:

I am writing to relay my concerns regarding the effect the above referenced special use will have on me and its other neighbors. The Mona Kea Professional Office Park was developed in three sections throughout the 1970s: the East section, the West section, and, lastly, the South section. All three sections were intended and designed as office use. The Village's parking requirements for medical and professional office have not changed since the 1970s so the amount of parking for Mona Kea is still appropriate for a medical/professional office park.

My concern, which was also relayed to the Plan Commission, is that medical office parking requires one space for every 150 sq. ft. of floor area and professional office parking requires one parking space for every 250 sq. ft. The Applicant testified that it requires 28 parking spaces under Village Code. Twenty-eight parking spaces for a 2,200 sq. ft. unit means that this use requires one parking space for every 78.6 square feet ($2,200 \div 28 = 78.57$). Mona Kea was not designed and planned to have this intense of a parking use which will eventually harm the other units in Mona Kea West, South and East.

Village staff and Plan Commission members seemed to be focused on the fact that Mona Kea West is currently more than half vacant. However, due to efforts by both Mona Kea West and the Mona Kea Master Association, this current level of vacancy is not likely to last. As a neighboring property owner, I am concerned that the Village is approving a use, requiring a disproportionate amount of parking, which will hurt neighboring property owners once Mona Kea West is more fully occupied.

The Plan Commission recommended approval of the applicant's use, with the condition that the Applicant only use the property for the programming listed in the Applicant's application. All of the other Mona Kea uses are medical or professional office open during each week day. The Applicant's testimony was that, currently, its programming that occurs during the week day is not very intense. However, the Plan Commission's proposed conditions on the type of programming the applicant can have on the property in no way limits the intensity of the programming that occurs during the week day when all of the other users are also on site. This Applicant, at peak parking usage, will use twice the number of parking spaces as any other user in Mona Kea. Therefore, in order to not negatively impact the other Mona Kea users, the intensity of the applicant's use should be capped during the week day.

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Sincerely,

/s/ Mark F. Erickson, DDS

Mark F. Erickson, DDS
Owner-Occupier of 383 S. Schmale Road

Mark R. Sargis

(312) 853-8713 Direct
msargis@bellandesargis.com

129 West Wesley Street, Suite 200
Wheaton, IL 60187-5118
www.bellandesargis.com
(312) 853-8701
(312) 853-8702 Fax

November 15, 2019

Via Email

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

Attn: Hon. Frank Saverino

Re: Zoning Applications 19-0024: In the Presence of Jesus Ministries

Dear Mayor Saverino and Trustees:

We are submitting this letter on behalf of In the Presence of Jesus Ministries (“the Church”), the Christian church applying for zoning approval. The details of the Church’s proposed use are well-documented in its zoning applications and testimony at the public hearing on 11/11/2019. Two objectors, one through an attorney, spoke in opposition to the proposal – not against the use but concerning parking. Now, after the zoning hearing, those two objectors (Dr. James Natter and Dr. John Clancy, collectively, “Objectors”) have submitted objection letters addressed to the Village Board. This letter briefly addresses those concerns, even though most of their concerns address internal matters of the condominium associations rather than the Village’s regulation of land use.

There are several undisputed and important facts to point out for the Village’s consideration concerning the Subject Property and the various condominium associations in Mona Kea:

1. There are three individual condominium associations (West, South and East) within Mona Kea (“MK”). Each association governs the type of land uses within the boundaries of its complex. Land uses are regulated according to each respective Declaration of Condominium Ownership.
2. There is also a Master association. The Master association does not have jurisdiction over particular land uses within each complex, but has jurisdiction over common elements.
3. The Subject Property is located within MK West. There are 132 parking spaces within the West complex, more than MK South and East. No spaces in the MK complex are assigned and all are unrestricted for use by any unit owner. (Village staff indicates the complex was approved “as of right” as an office use and not according to a Planned Unit Development.)
4. The church auditorium will have 80 moveable seats, with overflow capacity of 111 seats. Building code restrictions will also limit the number of occupants. The congregation currently averages approx. 55 adults and 10-12 children, and uses an average of 17 parking spaces. The practical maximum capacity for church seating is around 80%. Extrapolating from these current actual figures, use of all 80 moveable seats (or 89 total seats) might result in use of 25 parking spaces, less than the “required” number of 28 spaces. Use of 80% of 111 seats would mean 89 total seats, with extrapolation to approx. need for 28 spaces. ($111 \times 80\% = 89$ at 4:1 ratio = 28). The Church’s highest need for these parking spaces would be on Sunday mornings, and very occasionally at other times during a weekend or evening.
5. As for the rare instances of wedding or funeral services, which are a type of worship and assembly use, whether they are small or larger, the Church would most likely conduct them

during evenings or weekends; however, there is no practical sense or legal ground to restrict the internal operations of occasional Church use for its accessory uses.

6. Based on the degree of vacancy within MK West, the allowance now of non-medical uses in MK West, and unknown future conditions, it would be nonsensical to conduct a parking study, as recognized by the Plan Commission/Zoning Board of Appeals at hearing.
7. If some other non-medical use wants to come into MK West, whether by permitted or special use, the various condominium associations if not also the Village, will have the opportunity to determine if the intensity of use and parking requirements and needs will be satisfied.
8. Until recently, MK West only allowed “medical-dental professional offices” in the complex. On 4/8/2019, the West association amended its Declaration to provide as follows (emphasis added):
 - (1) Each Unit can be used for medical and non-medical uses, said non-medical uses to include, but not limited to, professional, assembly for religious purposes, administration of business matters by a religious institution, not-for-profit organizations, alternative medicine, counseling, governmental agencies, Insurance agents, and other business offices, provided, however, that any non-medical use be permitted by the Village of Carol Stream, Illinois.
 - (2) Any additional common area expenses resulting from a non-medical use will be borne by the Unit Owner causing the additional expense.
9. The applicant provided the Village with the amended Declaration as well as an authorization letter from the unit owner of the Subject Property.
10. Finally, the Objectors represent uses that are not even allowed within MK South or East by the terms of the condo Declarations. The South and East associations continue to restrict use as follows: “Each Unit shall be used for professional offices for medical and dental treatment and related facilities, including but not limited to such uses as medical or pharmaceutical retail sales and an ambulatory surgical center and offices for the management of the Property.” However, Dr. Natter heads the Central DuPage Pastoral Counseling Center, which might be considered a professional office, but not a “medical or dental” office. In his letter, Dr. Clancy refers to other non-medical uses existing in MK South and East including “Edward Jones [and] Farmer’s Insurance.” These non-medical uses are not allowed in any of the condominium Declarations. In this regard, it appears the Objectors (and MK South and East) do not follow their own condominium regulations. Their objections should therefore be given even less weight.

Thank you for your consideration on behalf of the Church, which looks forward to continuing as a member of the Carol Stream community.

Very truly yours,
SARGIS LAW GROUP LLC



Mark R. Sargis

MRS/an
Enclosures

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager

THROUGH: Donald T. Bastian, Community Development Director 

DATE: November 13, 2019

RE: **Agenda Item for the Village Board Meeting of November 18, 2019
PC/ZBA Case 19-0031, Rental Max, LLC – 558 Randy Road, Special Use Permit
to Allow for Outdoor Activities and Operations – Storage of Equipment, Special
Use Permit for Equipment and Machinery Rental Operations**

John Jeanguenat, President of Rental Max, LLC, requests approval of a Special Use Permit for outdoor activities and operations in the form of the storage of equipment, along with a Special Use Permit for Equipment and Machinery Rental Operations, at 558 Randy Road. The applicant is under contract to purchase the 558 Randy and 124 N. Schmale Road (see Case No. 19-0032) properties, which were formerly operated by Ditch Witch. Rental Max currently has eight locations in the Chicagoland area, and will relocate its headquarters from Wheaton to the proposed Carol Stream locations. Rental Max will function similarly to Ditch Witch as an equipment rental business, with a variety of construction and miscellaneous equipment provided on-site for rental purposes. As proposed, equipment will be stored within outdoor fenced-in areas, as well within a portion of the 558 Randy building. Sales, training and office space is also proposed in the building. In addition, the applicant has agreed to take care of existing property maintenance issues, including repairing/restriping the parking lot and replacing the deteriorated driveway apron.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 8, 2019. At its meeting on November 11, 2019, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permits subject to the conditions in the November 11, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations and Special Use Permit for equipment and machinery rental operations, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: John Jeanguenat, Rental Max, LLC (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager

THROUGH: Donald T. Bastian, Community Development Director

DATE: November 13, 2019

RE: **Agenda Item for the Village Board Meeting of November 18, 2019**
PC/ZBA Case 19-0032, Rental Max, LLC – 124 N. Schmale Road, Special Use Permit to Allow for Outdoor Activities and Operations – Storage of Equipment and Installation of Propane Tank, Special Use Permit for Equipment and Machinery Rental Operations

John Jeanguenat, President of Rental Max, LLC, requests approval of a Special Use Permit for outdoor activities and operations in the form of the storage of equipment and installation of a propane tank, along with a Special Use Permit for Equipment and Machinery Rental Operations, at 124 N. Schmale Road. The applicant is under contract to purchase the 124 N. Schmale and 558 Randy Road (see Case No. 19-0031) properties, which were formerly operated by Ditch Witch. Rental Max currently has eight locations in the Chicagoland area, and will relocate its headquarters from Wheaton to the proposed Carol Stream locations. Rental Max will function similarly to Ditch Witch as an equipment rental business, with a variety of construction and miscellaneous equipment provided on-site for rental purposes. As proposed, equipment will be stored within outdoor fenced-in areas, as well within a portion of the 558 Randy building. Showroom, maintenance, and office space is proposed in the 124 N. Schmale building. In addition, the applicant has agreed to take care of existing property maintenance issues, including repairing/restriping the parking lot.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 8, 2019. At its meeting on November 11, 2019, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permits subject to the conditions in the November 11, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations and Special Use Permit for equipment and machinery rental operations, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: John Jeanguenat, Rental Max, LLC (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

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

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

DATE: November 13, 2019

RE: **Agenda Item for the Village Board Meeting of November 18, 2019
PC/ZBA Case 19-0033, Fiber Node Services, Inc. – 525 Randy Road, Special Use
Permit for Outdoor Activities and Operations – Storage of a Trailers and Vehicles
in the I Industrial District**

Shawn Larson, Director of Operations with Fiber Node Services, Inc., requests approval of a Special Use Permit for outdoor activities and operations in the form of the storage of trailers and vehicles in the rear of the property at 525 Randy Road. Fiber Node Services repairs, refurbishes, and calibrates broadband communications equipment, and is headquartered at the Randy Road property. As part of their operations, they request approval to store a cargo container, two trucks, two trailers, and a repair vehicle within a fenced-in area in the northeast corner of their parking lot. The fenced-in area will be approximately 88 feet long by 78 feet wide, and will occupy approximately 20 parking spaces. The area is proposed to be fenced in by a seven-foot tall slatted fence, with gates on the south and west sides for access.

As described by the applicant, the cargo container will store power supplies utilized for on-site repairs. The Village's has only allowed the use of cargo containers as storage devices for temporary periods, such as during a construction project. The applicant has indicated that there is no room in the warehouse portion of the building for the container, or contents of the container, and also that the contents are used when travelling for on-site repairs. At the November 11, 2019 Plan Commission/Zoning Board of Appeals meeting, it was discussed as to whether or not allowing the cargo container for permanent outdoor storage purposes would set a precedent for future requests, but the majority of the members felt it was acceptable to allow the container given its location within the fenced-in area in the rear of the property.

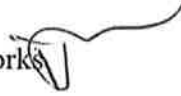
The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 8, 2019. At its meeting on November 11, 2019, by a vote of 5-1, the PC/ZBA recommended approval of the Special Use Permit subject to the conditions in the November 11, 2019 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Permit for outdoor activities and operations in the form of the storage of trailers and vehicles, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Shawn Larson, Fiber Node Services (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: November 6, 2019

RE: Addendum to PowerPay Electric Load Shed Program Agreement

In 2015 the Village entered into an agreement to participate in an electric load-shedding program at the WRC. The PowerPay Program is intended to help relieve stress on the electric grid in the service area by scaling back demand of major users before the grid suffers an unplanned brown-out or black-out. While we have not been called upon to shed load since joining the program, we have successfully met our expected reduction during required annual test periods. The Village is eligible for payments related to any requested load shed and test periods.

In 2017 the program underwent some changes which required that back-up generators that are used to comply with program demands must meet emissions requirements. At that time the Village entered into a new agreement (copy attached) to continue participating in the program following retro-fitting of an exhaust system on the large generator, with all up-front costs to be paid by the program administrator (NRG Curtailment Specialists). The value of the upgraded exhaust system was estimated at approximately \$42,000, plus an additional amount of \$12,000 over the six-year term for annual emissions testing, permit processing and reporting. In exchange for the emissions upgrade, a portion of the Village's earnings during the program term would go to reimbursing the investment made by NRG.

Effective June 1, 2020, the Program is being amended to include the entire year (rather than just warm-weather months). The expectations for load-shedding during the cold-weather months will not place any additional burden on the WRC equipment, operations or staff, and could result in an earlier payoff of the exhaust equipment depending on frequency of testing and/or reduction events.

It is recommended that the Village Board approve a Motion authorizing the Village Manager to sign the attached addendum for continued participation in the PowerPay Electric Load Shed Program.

Attachments



ADDENDUM

PARTICIPATION IN NRGCS POWERPAY! PROGRAM

This Addendum shall be made part of the Agreement between NRG Curtailment Solutions, Inc. ("NRGCS") and Village of Carol Stream ("Customer"), dated 07-18-2017 ("Agreement"), and shall be effective for our participation in the PJM 2020/2021 Delivery Year until the end of our Agreement Term, unless modified by the parties in writing. Except as specifically amended hereby, the Agreement shall remain in full force and effect. The parties hereto agree to be bound by the terms and conditions of the Agreement, as amended by this Addendum, as though such terms and conditions were set forth therein. This Agreement and any Renewals or Addenda (individually, "Contract Document" and together, "Contract Documents") constitute Customer's entire Agreement with NRGCS and supersede any prior agreements between the parties, only with respect to the modifications set forth below that shall govern as of the 2020/2021 Delivery Year. In the event of a conflict between any Contract Document and this Addendum, this Addendum shall govern as to the term(s) in conflict.

(1) **Program Terms:** Customer shall be notified annually of its kW reduction level and continuing program parameters, however Customer's obligations shall not exceed the Maximum Performance Requirements below. Customer agrees to the following PowerPay Program terms (both capacity and energy):

Maximum Performance Requirements	
Performance Obligation Period:	June 1st to May 31st Each Year
Performance Response Time:	Reduction within 30-minutes based on PJM's notification of an Event*
Event Availability:	Any Day Jun – Oct and the following May: 10am to 10pm; Nov- April: 6am to 9pm
Maximum Calls per Period:	Unlimited
Event Duration:	Jun- Oct and the following May: up to 12-hours; Nov – April: up to 15 hours
Tests:	At least one, 1 hour test per year called by PJM and/or NRGCS
Expected Reduction:	See Confirmation for kW reduction level.
Baseline Methodology:	Summer Peak Load Contribution ("PLC") or Winter Peak Load Contribution ("WPLC")

*In the unlikely event that PJM calls a *Deploy All Resources* Action for emergency events that develop rapidly and without prior warning, Customer agrees to employ commercially reasonable efforts to reduce its committed load immediately upon notification from NRGCS.

(2) **Modifications:**

a. **Terms of Service for PowerPay! Program**

i. Definitions for "Expected Reduction" and "Performance" shall be removed and replaced with the definitions below:

"Expected Reduction" is the expected kW reduction based on your hourly metered load, which may be referred to as "Annual Expected Reduction", "Winter Expected Reduction", and/or "Summer Expected Reduction", as applicable in this Agreement and Registration Confirmation. The term "Expected Reduction" may be used more than one time in this Agreement and shall distinguished by the season identified preceding the term "Expected Reduction" (e.g., "Annual" Expected Reduction), or as context dictates. The Expected Reduction shall be mutually agreed upon based on NRGCS' assessment of your ability to perform. NRGCS will notify you of the Expected Reduction in a Registration Confirmation. NRGCS shall reassess your Expected Reduction periodically and maintains sole discretion in determining your expected reduction.

"Performance" equals your average, actual delivered kW reduction, without taking into account a winter weather adjustment factor, expressed as a percentage of your Expected Reduction (capped at 100% per hour) over all called Event hours during the Performance Obligation Period. If no Event is called, your payments will be based on your performance during any Tests. NRGCS is authorized year-to-year to exercise discretion to apply, or not to apply, a winter weather adjustment factor to your zone, and any changes shall be disclosed in your Registration Confirmation. The term "Performance" may be used more than one time in this Agreement and shall be evaluated with reference to the season referenced, or as this Agreement or context dictates (e.g., unless otherwise noted, if no Event is called during the winter season, your "winter Performance" shall be determined based on your performance during a summer Test).

ii. The "Baseline Measurement" term shall be removed and replaced with the following term:

Baseline Measurement. NRGCS shall calculate and utilize for compliance data submission a baseline value, if applicable, as defined in the prevailing tariff, manuals, and business rules that apply to each program that you are enrolled in. NRGCS reserves the right to exercise for payment settlement purposes discretion in calculating and/or utilizing a baseline value.

Signed by the parties as follows:

Customer (Company) Name: Village of Carol Stream

By: _____ Date: November 18, 2019

Print Name: Robert Mellor Title: Village Manager


NRG Curtailment Solutions, Inc.

By: _____ Date: _____



Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: July 12, 2017

RE: Recommendation to Authorize the Village Manager to Enroll the Village in NRG Curtailment Specialists PowerPay Electric Load Shed Program,

Two years ago the Village enrolled in an emergency electric load shed program offered by Energy Curtailment Specialists (ECS) to be implemented at the Water Reclamation Center (WRC). The program encourages large electric users to reduce electric usage when the electric grid is under stress. At that time, ECS was hired by PJM Interconnection to solicit participants in this voluntary program. PJM is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states (including Illinois) and the District of Columbia. The PowerPay Program is intended to help relieve stress on the grid in this service area by scaling back demand of major users before the grid suffers an unplanned brown-out or black-out. As part of that program, Carol Stream earned payment for an annual test period, and was eligible for payments if a request for load shed had been issued.

Just one year after enrolling, the WRC primary generator was declared ineligible for the program due to EPA regulations related to carbon exhaust. While the generator remains compliant with regulations for normal operation, new regulations made it ineligible for participation in the energy curtailment program.

Recently, NRG Curtailment Specialists (NRGCS aka ECS) offered to install an exhaust system on the generator that would re-qualify Carol Stream for participation, with an opportunity to reduce carbon output by up to seventy-percent (70%). At no cost to the Village, NRGCS would install a diesel oxidation catalyst, insulation blankets, closed crank case ventilation system, remote monitoring system, as well as labor for all system installation, emissions stack testing after commissioning, and air permit processing and updates. The cost of the equipment and installation is estimated at approximately \$42,000, plus an additional estimated amount of \$12,000 over the six-year term for annual emissions testing, permit processing and reporting. Staff from CH2M has confirmed that installation of the equipment will not alter the performance of the generator.

NRGCS would recoup their installation and labor costs over the proposed six-year agreement (attached) by taking one-hundred percent (100%) of revenue generated in the first two years, seventy-five percent (75%) in year three and twenty-percent (20%) in years four through six. The Village Attorney has reviewed and approved the attached proposal form.

It is my recommendation that the Village Board authorize the Village Manager to enroll the Village in the Energy Curtailment Specialist PowerPay Program.



Company Name: Village of Carol Stream (Hereinafter, "We" or "Our") Utility Zone: ComEd
Utility Acct #(s): 2235044016
Address: 245 Kuhn Rd City: Carol Stream Zip: 60188
Contact Person: Phil Modaff Tel # 630-871-6260 Fax: _____ Email: pmodaff@carolstream.org

We hereby enroll in NRG Curtailment Solutions, Inc. (NRGCS) PowerPay Program(s) and authorize NRGCS to be our demand response provider for all applicable Pre-Emergency and Emergency programs offered with PJM Interconnection, LLC (PJM). It is within our authority to curtail electricity usage at our facilities. On an annual basis, NRGCS will provide us with an addendum setting forth the specific program and program parameters for each year. We have the option of determining whether or not to participate in a selected program any given year. We will provide NRGCS with all necessary information to register us in any agreed-upon program and for NRGCS to notify us as required by any program.

Payments for Pre-Emergency and Emergency Programs:

(A.) **Capacity Payments:** For the Pre-emergency and Emergency programs we will be paid as follows for our reduction: For the 2018 & 2019 Summer Obligation Period we will receive 0% of the PJM Base Residual Auction clearing price for all auctions in which NRGCS has cleared capacity for our zone. For the 2020 Summer Obligation Period we will receive 25% of the PJM Base Residual Auction clearing price for all auctions in which NRGCS has cleared capacity for our zone. For the 2021, 2022 & 2023 Summer Obligation Period we will receive 80% of the PJM Base Residual Auction clearing price for all auctions in which NRGCS has cleared capacity for our zone. Payments are made twice a year, prior to December 31st and June 30th. **Capacity Payments are only received for reductions during the Performance Obligation Period.** Capacity Payments are based on our Capacity Payment Rate multiplied by our expected reduction multiplied by our performance, where:

- a. "Expected reduction" is the expected kW reduction NRGCS assigns based upon our mutual assessment of our ability to perform. NRGCS will notify us of the expected reduction. We and NRGCS shall reassess our expected reduction periodically, but NRGCS may determine the reduction level in its reasonable discretion, if a mutually agreed upon value is not established prior to April 15 of each calendar year.
- b. "Performance" for purposes of this agreement equals our average performance (capped at 100% per hour) over all called event hours during the Performance Obligation Period. If no event is called, our payments will be based on our performance during any required tests.

(B.) **Energy Payment:** For Energy Payments in the Pre-Emergency and Emergency programs, we will receive 80% of any energy payments (based on applicable zonal Locational Marginal Price per kWh) associated with our reduction, paid no later than every May.

General Terms:

- (1.) We will not be subject to out-of-pocket financial penalties by participating in any of the Pre-Emergency and Emergency programs; even if we fail to reduce electricity when called.
- (2.) If necessary, NRGCS will install an interval meter at no cost to us. We understand that NRGCS retains ownership of this meter and we will cooperate with NRGCS in the event that NRGCS wishes to recover its meter if we no longer have an agreement with NRGCS.
- (3.) For PJM Programs, our participation and payments are contingent upon confirmation of our participation by PJM and the actual sale of our capacity in a PJM auction.
- (4.) If we use a generator to provide all or part of our expected reduction, we represent that we have all Local, State and Federal environmental and use permits required to operate as a demand response resource in the enrolled program(s) and shall operate the generator in accordance with the permits during a PJM grid pre-emergency and/or emergency. We shall maintain the permits during the term of this contract and shall promptly notify NRGCS if this should change. We will provide NRGCS with a copy of our permits including any revisions.
- (5.) We will not incur out-of-pocket costs for retrofitting improvements installed on our generators by NRGCS. We agree to run our generators for demand response when called by NRGCS. We understand that if we terminate this Agreement prior to the end of the contract term, we will owe NRGCS an Early Termination Fee equal to the cost of the retrofitting improvement, prorated by each full year remaining on the contract as follows:

Early Termination Fee = (full years remaining on contract) / (contract term) x cost of retrofit (\$41,760 + \$2,000 annual maintenance, reporting, etc).

An Early Termination Fee shall not be applied if this Agreement is terminated by NRGCS. In addition, the Early Termination Fee shall not be applied for any full year wherein NRGCS elects at its discretion not to register our generation resource in the demand response program

- (6.) We agree to provide NRGCS with all documents reasonably necessary for registration in Pre-Emergency and Emergency programs offered with PJM, within 30 days of our receipt of such documents. Such documents may include any Third Party authorization to allow our utility to release to NRGCS billing records and meter usage data, a generator attention form or authorization to allow NRGCS to install an interval meter, if eligible. We shall not, however, be required to provide any documents that create any financial or other liability to us without our express consent.
- (7.) This Agreement will be effective as of the date we sign this Agreement and will continue for six (6) annual periods (Term). NRGCS shall determine in its discretion if we qualify for a PJM program or other program and whether we will be registered in the applicable program. In the event that we determine that we are unable to participate in a program, NRGCS will not register us that year and we will not receive any payments, however this contract will continue to remain in effect and NRGCS will continue to be our exclusive demand response provider. This Agreement and any Addendums constitute our entire Agreement with NRGCS and the Agreement may only be modified in writing.
- (8.) NRGCS shall indemnify and hold harmless the Company from and against all claims and actions and all expenses incidental to such claims and actions, including but not limited to attorney's fees, based upon or arising out of:
 - a. damages or injuries to persons or property caused by or attributable to the negligence, gross negligence, or willful misconduct by NRGCS or anyone acting under direction or control or on its behalf in the course of its performance under this Agreement and
 - b. claims, actions or demands for environmental liability arising from, or in relation to, any condition caused by the negligence of NRGCS or anyone acting under its authority on, under or in connection with the Company's real property and arising out of the operations conducted by NRGCS on said real property; provided that the aforesaid indemnity shall not be applicable to any liability based upon the willful acts or negligence of the Company and further provided that in no event shall NRGCS be responsible for any form of consequential damages, including but not limited to loss of sales, loss of profits and attorney's fees thereon.



- (9.) Company shall indemnify and hold harmless NRGCS from and against all claims and actions and all expenses incidental to such claims and actions, including but not limited to attorney's fees, based upon or arising out of:
- a. damages or injuries to persons or property caused by or attributable to the negligence, gross negligence, or willful misconduct by Company or anyone acting under direction or control or on its behalf in the course of its performance under this Agreement and
 - b. claims, actions or demands for environmental liability arising from, or in relation to, any condition caused by the negligence of Company or anyone acting under its authority on, under or in connection with the Company's real property and arising out of the operations conducted by Company on said real property; provided that the aforesaid indemnity shall not be applicable to any liability based upon the willful acts or negligence of the NRGCS and further provided that in no event shall the Company be responsible for any form of consequential damages, including but not limited to loss of sales, loss of profits and attorney's fees thereon.

Signature: _____ Title: _____ Date: _____

Signed by NRGCS: Steven K. Moffitt Date: June 28, 2017
Steven K. Moffitt - President



ADDENDUM NO. 1

**PARTICIPATION IN NRGCS POWERPAY PROGRAM
FOR 2018-2019**

This Addendum shall be made part of the Agreement between NRG Curtailment Solutions, Inc. and Village of Carol Stream, dated June 29, 2017

For the 2018-2019 Program Delivery Year, we agree to participate in the following PowerPay Program (both capacity and energy):

Performance Obligation Period:	Year round Jun 1 st to May 31 st each year
Performance Requirements	Reduction within 30-minutes based on PJM's notification of an Event
Event Availability:	Any Day Jun – Oct and Following May: 10am to 10pm; Any Day Nov – April: 6AM – 9PM
Maximum Calls per Period:	Unlimited
Event Duration:	Maximum of 10-hours per event
Tests:	At least one, 1 hour test per year called by PJM and/or NRGCS
Expected Reduction:	See Confirmation for kW reduction level.

We agree to curtail our electricity use during the Performance Obligation Period when we are notified by NRGCS that PJM has called a Pre-emergency/Emergency Event for our zone. We agree to begin curtailing in sufficient time to meet our Performance Requirements when notified by NRGCS of an Event call by PJM and we agree to use our best efforts to curtail our usage. If no Pre-Emergency/ Emergency Event is called, we agree to participate in a 1-hour test, as scheduled by NRGCS. We will be paid as set forth in the Agreement

SIGNED BY THE PARTIES AS FOLLOWS:

CUSTOMER (COMPANY) NAME: Village of Carol Stream

By: _____ Date: _____

Print Name: _____ Title: _____

NRG CURTAILMENT SOLUTIONS, INC.


By: *Steven K. Moffitt* Date: June 28, 2017

Steven K. Moffitt - President

Village of Carol Stream

Interdepartmental Memo

TO: Robert Mellor, Village Manager

FROM: William N. Cleveland, Director of Engineering Services 

DATE: November 13, 2019

RE: Sanitary Sewer Condition Assessments - Award of Contract for Professional Engineering Services

In 2017, the Village hired RedZone Robotics to perform inspections and condition assessments on over 49,000 feet (9 miles) of our larger diameter trunk sanitary sewer and 215 manholes. However, not all sewers and manholes were inspected as part of this contract. Failure of sanitary sewers can cause significant problems leaving residents and businesses without service. Condition assessments are critical in keeping the system functioning properly.

Engineering Services has requested a proposal from RedZone to complete condition assessments on the remaining 497,454 feet (94.2 miles) of sewer pipes and 2,465 manholes. As with the previous contract all inspections would identify, code and report defect data according to the North American Society of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP). The data can then be imported into an asset and operations management program where deficiencies can be identified. Engineering will be able to coordinate any maintenance repairs or sewer rehabilitation projects in advance of roadway projects. Public Works will also benefit from a more precise location of sanitary services on the main line and defects to be aware of when flushing and cleaning.

RedZone has submitted a final contract proposal in the amount of \$866,196.00 to be paid out over five years at \$173,239.20 per year. This is \$42,761 or 19.8% under the \$216,000 budgeted for this project in FY20. Traffic control is not included in the RedZone scope of services and will be performed by Public Works or under a separate contract through a traffic control company if necessary. Since this is a lump sum contract, costs may be subject to additions based on the final quantities for work performed.

The contract and proposal has been reviewed by Engineering staff and the Village Attorney. Staff recommends the contract for professional engineering services for the Sanitary Sewer Condition Assessments be awarded to RedZone Robotics, Inc. at the proposal lump sum price in the amount of \$866,196.00 to be paid out over five years at \$173,239.20 per year pursuant to Section 5-8-14 (A) of the Carol Stream Code of Ordinances.

Attachments

Cc: Phil Modaff, Director of Public Works
Greg Ulreich, Stormwater Administrator
Marc Talavera, IT Director
Jon Batek, Finance Director

CONTRACT

THIS CONTRACT (“Contract”) is made and entered into this 18th day of November, 2019, by and between the **VILLAGE OF CAROL STREAM**, an Illinois municipal corporation and home rule unit of local government, (hereinafter referred to as the “Village”) and **REDZONE ROBOTICS** (hereinafter also referred to as the “Contractor”).

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

SECTION 1. SCOPE OF SERVICES

A. Engagement of Contractor The Village hereby engages the Contractor, and the Contractor hereby agrees to perform and/or provide all Work, labor, materials, equipment and services and do all else required to complete the Project in accordance with and as set forth within this Contract and the Contract Documents identified herein.

B. Contract and Contract Document This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall consist of this Contract between the Village and Contractor and those other documents identified and listed in SECTION 9. CONTRACT DOCUMENTS of this Contract and any written modifications issued after execution of the Contract signed by both the Village and Contractor.

C. Work The term “Work” means all of the services required by the Contract Documents, and includes all labor, materials, equipment, tools, and other facilities and services provided or to be provided by the Contractor in order to fulfill the Contractor’s obligations under the Contract. The Contractor shall provide an adequate number of competently trained and skilled personnel with sufficient supervision to provide the services as set forth in the Contract Documents. The Contractor shall schedule and perform the Work to meet the requirements of the Village. All services shall be provided in compliance with the Contract Documents shall be performed in a good and workmanlike manner. The Contractor shall supervise and direct the Work using Contractor’s best skill and judgment. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

D. Meeting Before Work Commences It is mandatory that the Contractor meet with the Director of Engineering Services or his designee(s) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and the manner in which work will be proceeding, among other items.

E. Inspections The Village shall have the right to inspect any services or completed work specified herein. Upon a determination that such work has not been completed

in accordance with the Contract Documents the Village may order that such corrective action be taken as necessary to complete the work.

F. Public Safety and Convenience The Contractor is solely responsible for ensuring that all work performed under this agreement is conducted in a safe manner and that all employees performing work for the Contractor have received safety training on a regular and consistent basis and is in compliance with OSHA and other regulatory provisions.

G. Damages to Public or Private Property Any damage of public or private property caused by the Contractor's operations shall be resolved with the property Village within ten (10) days after damage occurs to the satisfaction of the Village. The Contractor shall inform the Village of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the Village, the Village reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damaged caused by the Contractor, and deduct these costs from any payment due the Contractor.

H. Subletting Contractor shall not assign, transfer, convey, sublet, subcontract or otherwise dispose of this contract or any or all of his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the Village of Carol Stream. In no case shall consent relieve the Contractor from his obligations or change the terms of the Contract.

I. Representation of the Contractor The Contractor represents that it is financially solvent, has the necessary resources, is sufficiently experienced and competent to perform and complete the execution of the Work necessary to complete the Project.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT

A. Contract Amount – Payments The Village agrees to pay the Contractor for the performance of the Work of this Contract for the completion of the Project, as set forth in the Contractor's Proposal attached hereto as EXHIBIT "6".

B. Substantial Completion Substantial Completion shall mean the stage in the progress of the Work when the Work is sufficiently complete so that the Village can utilize the Work for its intended use.

C. Application for Payments and Lien Waivers The Contractor shall submit an application for payment in an approved format ("Application for Payment") to the Village for payments under this Contract. The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each Subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. The Village or its designated representative shall not issue payment certificates

without such lien waiver and Contractor's sworn statements unless they are conditioned upon such waivers and statements. Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all Work performed under the Contract relative to the Project including all work performed by all Subcontractors. Said final waiver of lien shall identify and state that all Contractors and Subcontractors have been paid in full and there are no contract balances outstanding and owed to any such Contractors or Subcontractors. The Village may withhold final payment until all services, reports and/or other deliverables specified herein have been completed in a form satisfactory to the Village. Final payment will be made by the Village only upon inspection of the Work, completion of any punch list items and after receipt of final release and waiver of liens from all Subcontractors and material suppliers for the Work.

D. Authority to Withhold Payment The Village may decline to pay an invoice, in whole or in part, to the extent Village decides it is necessary to protect it from loss due to any of the following:

1. Breach by Contractor of any of its obligations under the Contract (including the costs to Village of remedying the breach (whether by replacing or repairing the Work or otherwise) and all other costs directly attributable to other services that are required to be performed in connection with remedying such breach);
2. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
3. Contractor's failure to properly pay Subcontractors or to properly pay for equipment, materials or labor;
4. Damage to Village's or another's project where such damage arises out of the actual or alleged willful misconduct or negligent acts or omissions of Contractor and Subcontractors or their agents, employees or any other person to whom, directly or indirectly, Contractor or any Subcontractor may be liable;
5. Reasonable evidence that the Work will not be completed within the time requirements specified in the Contract or for the balance of the Contract Sum or Contract Price then unpaid;
6. Unsatisfactory Work performed; or
7. Incomplete, inaccurate, or unauthorized billing.

E. Records The Contractor shall maintain records showing actual time devoted, type of Work performed per classification and costs incurred, and shall permit the Village to inspect and audit all data and records of the Contractor for Work done pursuant to this Contract.

F. Change Orders

1. Changes in the Work may be accomplished by a Change Order signed by the Village Manager to change the Work, Contract sum or Contract time.

2. Where a Change Order or a series of Change Orders authorize or necessitate an increase or decrease in either the cost of the Project totaling \$10,000 or more or the time of completion of the Project by 30 days or more, a written determination must be prepared and signed by the Village or its designee stating that the circumstances necessitating the change in

performance were not reasonably foreseeable at the time the Contract was signed; or the change is germane to the original Contract as signed; or the Change Order is in the best interest of the and authorized by law in accordance with 720 ILCS 5/33E-9. In addition, any Change Order on the Project that authorizes or necessitates any increase in the total amount of the Contract that is 50% or more of the original Contract Sum or Contract Price or that authorizes or necessitates any increase in the price of a subcontract under the Contract that is 50% or more of the original subcontract price, then the portion of the Contract that is covered by the Change Order must be resubmitted for bidding in accordance with the Public Works Contract Change Order Act (50 ILCS 525/1 et seq.).

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

H. Additional Services The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Contract ("***Additional Services***"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written approval of the Village.

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

SECTION 3. COMMENCEMENT OF CONTRACT

A. Commencement; Time of Performance The Work on this Contract shall commence upon the issuance of a written notice to proceed and continue expeditiously from that date until final completion. Time is of the essence with regard to the performance of the Work related to this Contract. Failure to meet the time frame of the Contract shall be considered an occasion of default under the Contract. The Contract time shall not be increased without the express written consent of the Village.

B. Permit The Village shall obtain and pay for any building permits and other permit fee and governmental fees, and inspections necessary to complete the Work unless stated otherwise.

SECTION 4. INSURANCE, INDEMNIFICATION, BONDS AND WARRANTY

A. Insurance The Contractor shall carry workers' compensation and commercial general liability insurance in the amounts set forth below and provide the Village with certificates of insurance and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village and be rated at least A VI by A.M. Best Company.

Workers' Compensation coverage: STATUTORY coverage for all persons whom the Contractor may employ directly or through Subcontractors in carrying out the Work under this Contract.

Employer's Liability: \$1,000,000
Minimum Liability

Commercial General Liability Coverage: Bodily injury and property damage (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage). The Village and its officers, agents and employees shall be named as an additional insured.

Limits: Each Occurrence – Combined Single Limit \$1,000,000
Aggregate – Completed Operations \$1,000,000
Each Occurrence – Blanket Contractual Liability \$1,000,000

Commercial Automobile Liability Coverage: The Contractor shall maintain, until the completion and acceptance of the Work under this Contract, insurance to protect from claims for bodily injury and property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. The Village shall be named as an additional insured.

Limits: Bodily Injury and Property \$1,000,000
Damage combined single limit

Umbrella Excess Liability: The Village and its officers, agents and employees shall be named as an additional insured.

Limits: Liability Insurance: \$1,000,000
Over Primary
Commercial General
\$10,000 Retention

Professional Liability Coverage (professional services contract only):

Limits: Each Occurrence:

\$1,000,000

The Contractor shall have the following obligations with regard to insurance coverage for the Work under the Contract:

1. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All certificates of insurance shall name the Village, its officers, Agents and employees as additional insureds on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
2. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
3. The Contractor shall require that every Subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
4. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - (a) allowing Work by Contractor or any Subcontractor of any tier to start before receipt of Certificates of Insurance;
 - (b) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
5. The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village.
6. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
7. The Contractor shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the Work of this

Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

8. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Village and its agents against loss, liability, costs, expenses, attorneys' fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the certificates of insurance shall include as named additional insured the Village and its officers, agents and employees.

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

C. Indemnification by Village The Village shall indemnify and hold harmless the Contractor from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the solely negligent or willful acts of the Village in its performance under this Agreement, to the extent permitted by law. The Village does not hereby waive any defenses or immunity available to it with respect to third parties.

D. Performance and Payment Bonds Not applicable.

E. Warranty Contractor warrants to the Village that: (1) materials and equipment furnished under this Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects and in materials and workmanship under normal use and service for two (2) years from Final Completion of the Project and all deficiencies shall be corrected by the Contractor immediately upon notification from the Village. Under this warranty, Contractor is obligated to repair or replace, at its option, defective equipment, materials, software or any other equipment and/or materials provided and installed on the Project at its own expense. Contractor warrants that replacement or repaired equipment, materials, software, or any other provided and installed equipment and/or materials furnished hereunder shall be in accordance with the current industry standards and that all labor shall be performed in a workmanlike manner and in accordance with industry standards.

Any warranties provided under the Contract Documents shall not preclude the Village's right to bring any action for Contractor's breach of this Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor shall finish satisfactory evidence as to the kind and quality of materials and equipment.

Contractor shall pass-through to the Village all manufacturers' warranties for the equipment and supplies installed on the Project. Contractor shall provide written evidence satisfactory to the Village prior to the commencement of the Work on the Project evidencing all equipment and/or product warranties that will pass-through to the Village.

SECTION 5. PREVAILING WAGES

- A. Prevailing Wages** Not applicable.
- B. Records and Certified Payroll** Not applicable.

SECTION 6. COMPLIANCE WITH THE LAW AND CERTIFICATIONS

A. Compliance with Governmental Regulations Contractor shall comply with and perform all Work required under the Contract Documents in conformance with all applicable federal, state and local laws, regulations and/or ordinances. This provision shall not be limited to those statutes, ordinances and/or regulations referred to herein.

B. Certification to Enter into Public Contracts Contractor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Contractor shall execute the attached Certification at EXHIBIT "3".

C. **Payments to the Illinois Department of Revenue** Contractor certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue. Contractor shall execute the attached Certification at EXHIBIT “3”.

D. **Illinois Drug Free Workplace Act** In the event the Contractor has twenty-five (25) or more employees at the time of the execution of this Contract, Contractor agrees to provide a drug-free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1 *et seq.* Contractor shall execute the attached Certification at EXHIBIT “4”.

E. **Substance Abuse Prevention on Public Works Projects** Contractor certifies that it has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*), and will provide a copy thereof to the Village. Contractor shall execute the attached Certification at EXHIBIT “5”.

F. **Non-Discrimination: Human Rights Act** Contractor hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, and that the Contractor and its Subcontractors shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Contractor shall maintain, and require that its Subcontractors maintain policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each Subcontractor shall adopt and maintain a written sexual harassment policy.

SECTION 7. **GENERAL PROVISIONS.**

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

B. **Assignment** This Contract may not be assigned by the Village or the Contractor without the prior written consent of the other party.

C. **Time is of the Essence** Time is of the essence for the performance of the Work and the completion of the Project.

D. **Venue and Governing Law** This Contract shall be governed by the laws of the State of Illinois and venue shall be fixed in the Eighteenth Judicial Circuit of DuPage County, Illinois.

E. **Arbitration and Mediation** Notwithstanding any inconsistent or contrary provision in any other provision of the Contract Documents, no claim or dispute arising under

this Contract shall be subject to arbitration unless the parties mutually agree on a submission to arbitration, which submission shall be in writing and signed by the parties and shall set forth a specific statement of the nature of the dispute and shall contain an express statement on the limitations of the powers of the arbitrator. The parties mutually agree that in the absence of such submission, arbitration cannot be demanded or compelled by either party.

F. No Damages for Delay The Contractor agrees that in the event of delay for any reason caused by any party or person, it will be fully compensated for the delay by an extension of time to complete the Contract and will not seek additional compensation.

G. No Waiver by Payment Notwithstanding any language in the Contract Documents to the contrary, Village shall not be deemed to waive any claim or right to assert a claim by making any progress payment or final payment.

H. No Waiver of Subrogation Notwithstanding any inconsistent or contrary provision in the Contract Documents to the contrary or inconsistent with this provision, the Village shall not be deemed to have waived any right of subrogation which it, its insurance carrier, any self-insurance risk pool or risk management association, (or any combination of these entities) may have against the Contractor, the Engineer, the Architect or any Subcontractor of any tier for any damage caused by Contractor, the Engineer, the Architect or any Subcontractor of any tier, to the Village or Village's property.

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

J. Limitation of Liability Provisions Notwithstanding any inconsistent or contrary provision in the Contract Documents, the Village shall not be deemed to have agreed to or consented to any limitation of liability provision applicable to the Contractor.

K. Authority to Execute

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

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

L. Entire Agreement This Contract and the documents set forth in Section 9 constitute the Contract Documents and the entire agreement between the parties to this Contract and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Contract. In the event of a conflict between this Contract and any of the Contract Documents, this Contract shall prevail.

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

N. Patent and Copyright The Contractor shall pay for all royalties and/or license fees and assume all costs incident to the use in performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is subject to patent or copyrights held by others, and, additionally, shall defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor and its Surety shall hold and save the Village and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the Contract including its use by the Village, unless otherwise specifically stipulated and agreed to in this Contract.

O. Advertisement The Contractor shall not display any signs, posters, or other advertising matter in or on the Work or on or around the Village property without the specified approval in writing by the Village. In addition, no advertising copy mentioning the Village or quoting the opinions of any of its employees may be released unless such copy is approved in writing by the Village before release.

SECTION 8. NOTICE

All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return-receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 9, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

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

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60189
Attn: Village Engineer

Notices and communications to the Contractor shall be addressed and delivered to the person and address for the Contractor identified in Section 1. To the extent the Contractor desires notices to be sent to a different address than set forth in Section 1, any such alternative contact person and address shall be as follows:

RedZone Robotics, Inc.
1736 Virginia Avenue
Libertyville, IL. 60048
Attn: Regional Business Development Manager

SECTION 9 CONTRACT DOCUMENTS

This Contract shall embrace and include all of the applicable Contract Documents listed below and shall be incorporated herein by reference:

1. This executed Contract;
2. The Project Specifications attached as **EXHIBIT 1**;
3. Certification Under 720 ILCS 5/33E-11, attached hereto as **EXHIBIT 2**;
4. Illinois Department of Revenue – Tax Compliance Certification, attached hereto as **EXHIBIT 3**;
5. Illinois Drug Free Workplace Act Certification, attached hereto as **EXHIBIT 4**;
6. Substance Abuse Prevention on Public Works Projects Certification, attached hereto as **EXHIBIT 5**;
7. Required Insurance and Certificates of Insurance evidencing required insurance coverages;
8. The project proposal of RedZone attached as **EXHIBIT 6**;
9. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer;

[Signatory below]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed as of the day and year written below.

VILLAGE OF CAROL STREAM

REDZONE ROBOTICS

Mayor

Authorized Officer

Print Name: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

Village Clerk

Print Name: _____

Its: _____

EXHIBIT 1

PROJECT SPECIFICATIONS FOR MULTIPLE SENSOR ROBOTIC SYSTEM (MSRS) INSPECTIONS FOR LARGE DIAMETER PIPELINES & HIGH DEFINITION CLOSED CIRCUIT TELEVISION (HD-CCTV) DIGITAL IMAGING FOR SMALL DIAMETER PIPELINES

SECTION 1. GENERAL

- 1.1 SCOPE OF SERVICES & WORK PHASING**
- 1.2 VILLAGE**
- 1.3 TIME OF PERFORMANCE & SCHEDULING**
- 1.4 COMPLIANCE & ACCEPTANCE**
- 1.5 REFERENCED DOCUMENTS**
- 1.6 RISKS, RESPONSIBILITIES & LIABILITIES**
- 1.7 SUBMITTALS**

SECTION 2. SPECIAL PROVISIONS

- 2.1 VILLAGE RIGHTS**
- 2.2 EMERGENCY RESPONSE**
- 2.3 WORKING HOURS**
- 2.4 DECREASE/INCREASE IN SERVICE & STOP WORK DUE TO
INCLEMENT WEATHER**
- 2.5 PRE-CONSTRUCTION MEETING**
- 2.6 CLOSE-OUT PROCEDURES**
- 2.7 PRE-QUALIFICATIONS**

SECTION 3. GENERAL PROVISIONS

- 3.1 MAINTENANCE OF TRAFFIC**
- 3.2 LOCATION OF WORK**
- 3.3 EXISTING UTILITIES**
- 3.4 REQUEST FOR SUPPLEMENTARY INFORMATION**
- 3.5 USE OF PREMISES**
- 3.6 PROTECTION OF TREES**
- 3.7 FENCES**
- 3.8 PRESERVATION OF MONUMENTS AND STAKES**
- 3.9 RESTORATION**
- 3.10 CLEANUP**
- 3.11 PROPERTY DAMAGE**
- 3.12 LIQUIDATED DAMAGES FOR DELAY**

SECTION 4. EXECUTION

- 4.1 GENERAL**
- 4.2 CLEANING EQUIPMENT**
- 4.3 INSPECTION & COMPUTERIZED EQUIPMENT**
- 4.4 CARTEGRAPH INTEGRATION**

SECTION 5. MEASUREMENT & PAYMENT

- 5.1 GENERAL**
- 5.2 BID LINE ITEMS, SCOPE, & SCHEDULE**

SECTION 1. GENERAL

1.1 SCOPE OF SERVICES AND WORK PHASING

- A. The work includes remote televising and recording of the sewers within the scope as well as multi sensor scanning of select sewers greater than or equal to 21" in diameter. All work and equipment shall be conducted and meet the requirements of SECTION 4. EXECUTION. All project locations will be within the Village's service area.
- B. The Contractor must consider weather conditions to obtain the best video, laser/LIDAR and sonar images of the sewer. This may require the Contractor to delay any work after major rain events until the system can return to lower dry weather flow. The Contractor shall submit PACP and multi sensor inspection (MSI) data to include the electronic video reports, logs, etc. for the Village's review as required in SECTION 4. EXECUTION.
- C. The sections of sewer to be inspected and/or televised through this contract can be located within the paved areas of the public right-of-way; however, there may be some sewer sections that are located within public easements on private property. The Contractor will be responsible to coordinate and gain access to any and all sewer sections with assistance from the Village and will be responsible for any restoration in accordance with SECTION 3. GENERAL PROVISIONS. This will include written authorization between Contractor and landowner where identified by the Village.
- D. The work includes Manhole Assessment and Certification Program (MACP) compliant inspection of and remote televising of the manhole structures within the scope as directed by the Village. All work and equipment shall be conducted and meet the requirements of SECTION 4. EXECUTION.
- E. Where the Contractor must gain access to rear yards or private property he shall notify the owners a minimum of 48 (forty eight) hours in advance.
- F. The Contractor shall be responsible to take all necessary precautions to prevent surcharging or any other damage to private residences / businesses. Any damage to public or private property caused by the cleaning or inspection operations shall be the sole responsibility of the Contractor. The Contractor shall be responsible for cleaning needed as the result of sewer backups caused by cleaning operations. Any repairs, restoration, or cleaning that is necessitated by project shall be the sole responsibility of the Contractor.
- G. The Contractor shall be fully responsible for maintaining sewer service during these operations and shall not be allowed to backup or flood any sewer system user, building or property. The Contractor shall be solely liable for property damages that result from the work being performed.

In the event sewage is released into a storm drainage system or street, the Contractor shall immediately stop the release, notify IEPA, and take all necessary actions to clean up and disinfect spillage to satisfaction of the Village. If any equipment gets stuck in the sewer and needs to be dug up, the Contractor is solely responsible for the cost of the dig, complete restoration and repair of sewer and any other costs

associated with the retrieval of the equipment.

H. The work to be completed on each section of sewer will be performed in stages as defined in the following:

1. Stage 1: Inspection

a. Sewer sections shall be inspected by means of remote operated equipment. Inspections shall consist of HD CCTV imaging, profiling laser or light detection and ranging (LIDAR) surveys, sonar surveys and gas and temperature recordings in accordance with the specifications contained herein. If a blockage hampers the inspection of the sewer in one direction, then the Contractor shall attempt to complete the section by entering from the other manhole to complete the section. The Contractor must report the obstruction to the Village immediately and summarize such findings each working day. All CCTV work shall conform to current NASSCO-PACP standards.

b. Inspections records shall be delivered entirely in electronic format.

i. All PACP header information shall be completed in accordance with PACP guidelines. In addition to mandatory header fields, additional fields are required as noted.

ii. The documentation of the work shall consist of PACP CCTV reports, PACP database, media, logs and electronic reports noting important features encountered and observations made during the inspection. The speed of travel shall be slow enough to inspect each pipe joint, tee connection, structural deterioration, infiltration and inflow sources, and deposits, but should not, at any time, be faster than 30 feet per minute, except as noted otherwise in this document.

iii. The camera and sensors must be centered in the pipe sufficient to provide accurate distance measurements to provide locations of features in the sewer and these footage measurements shall be displayed and documented on the video. All PACP observations shall be identified on PACP log in a consistent manner. All video must be continuously metered from the manhole.

I. The Contractor shall furnish all labor, components, materials, tools, and appurtenances necessary for the performance and completion of the contract.

J. The Contractor will be held fully liable for any damages incurred that are caused by his or her willful negligence.

K. Patents, Trade Secrets, and Copyrights: The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights, trade secrets protection rights, or copyrights held by others. The Contractor shall indemnify and hold harmless the Village and its officers, employees, agents and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including

attorney's fees and court and arbitration costs) arising out of any infringement of patent rights, trade secret protection rights, or copyright incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

1.2 VILLAGE

This Contract will be administered and performed under the direction and inspection of the Village Engineer or his designated representative. Questions pertaining to this Contract, before and after award, should be directed to the Village immediately.

1.3 TIME OF PERFORMANCE & SCHEDULING

- A. Upon award of the Contract, the Contractor shall submit records of the MSI inspection of at least three (3) segments or 1,000 feet of pipe to the Village as well as similar records of televising to verify that the CCTV database is compatible with the Village's PACP Database, and the deliverables are acceptable to the Village. The Village shall verify acceptability of the deliverables within five (5) business days of receipt. After the Village verifies compatibility of the inspection deliverables including the database, the Village shall then issue to the Contractor a written "Notice to Proceed" including a mutually agreeable date for commencement of work. The Contractor shall begin work on the date stated in the written "Notice To Proceed" with an adequate force and sufficient resources to demonstrate due diligence in the performance of the contract.
- B. It is understood that the Contractor may have other contracts during the period of this Contract. By providing a proposal for this work, the Contractor is agreeing to provide an adequate number of crews in order to perform the work concurrently with due diligence and as specified in his approved schedule.

1.4 COMPLIANCE AND ACCEPTANCE

- A. Compliance with this contract shall be complete when all conditions set forth in these specifications have been met. The following defines each work item, the level of effort, and quality of work that will be necessary to meet the intent of this specification.
- B. Inspection
 - 1. As in the initial survey television inspection pay item, inspection records will be delivered entirely in electronic format.
 - 2. All CCTV work shall conform to the most current NASSCO PACP standards. The documentation of the work shall consist of NASSCO PACP CCTV Reports, NASSCO PACP database, logs, electronic

reports, etc. noting defects and observations encountered during the inspection.

1.5 REFERENCED DOCUMENTS

A. All work must also conform to the latest edition of the following specifications:

1. NASSCO PACP Standards
2. Illinois Department of Transportation (IDOT) Standard Specifications for Road and Bridge Construction
3. Standard Specifications for Water & Sewer Construction in Illinois
4. Rules and Regulations and Standard Drawings
5. Village of Carol Stream Codes, Ordinances Rules and Regulations
6. Others, as required

1.6 RISKS, RESPONSIBILITIES & LIABILITIES

A. Responsibilities and Liabilities

In order to minimize and appropriately allocate costs and risks, it is in the best interest of the Village and Contractor to understand thoroughly the risks associated with any particular project. For that reason we will define herein, what is standard practice in the procurement and completion of sewer cleaning and inspection so that everyone involved can effectively assess their obligations, risks and duties.

1. Negligence Caused – Contractor
2. Relevant Information in Village Possession Not Provided to Contractor – Village
3. Unforeseen Hazard – Contractor
4. Stuck Equipment – Contractor
5. Flow Obstruction or Infrastructure Damage Due to Inspection Operations – Contractor

B. Risk of Loss

The Village assumes no responsibility for the existence or condition of surface or subsurface structures, property or conditions in the project area nor for their continuance in the condition existing at the time of approval of the Contract or thereafter. No adjustment or contract price or allowance for any change in conditions or unknown conditions shall be made.

C. Assumptions

It is reasonable and customary to assume the following, unless otherwise detailed in writing:

1. The Village will provide the Contractor with all requested information that the Villages possess that would allow the Contractor to accurately and fully assess the entire scope of the project.
2. The Contractor possesses or has contracted the services of a person or entity who possesses the knowledge, expertise and experience to fully understand the scope of work for which they have contracted with the Village to perform.
3. The Village and Contractor knowledgeable, capable and legally authorized to contract for the services in question.

1.7 SUBMITTALS

- A. All submittals are due as scheduled. Work will not proceed until all submittals are received and approved. The Village reserves the right to adjust the due dates of the submittals upon mutual agreement with and based on Contractor performance. The Contractor shall label each submittal indicating what is represented, name of Contractor, and project number. All submittals identified as being in error shall be re-performed and corrected at the Contractor's expense.
- B. Submittals required prior to the Notice to Proceed include:
 1. Executed Contract
 2. Insurance
 3. Performance Bond - Not Applicable
 4. Payment Bond - Not Applicable
- C. Submittals required of the Contractor seven (7) days prior to the Pre-construction Meeting
 1. Name of the project supervisor and resumes
 2. Documentation of NASSCO PACP certification for all CCTV operators, database and software.
 3. Site Safety Plan. If requested, a complete site safety plan, specific for the project, must be submitted one week prior to the pre-construction meeting. If requested work will not begin until an approved site safety plan is in place.
 4. Sample inspection CCTV data and video or data from other approved inspection method.
- D. Submittals Required for the Pre-Construction Meeting
 1. An initial comprehensive schedule of work for review and approval by the Village. See Section 4.1.D.
 2. Management Organization: Provide an organization chart depicting the essential organizational elements and senior personnel of the Contractor and the functions and interrelationships of the personnel proposed to

provide technical support, project management and supervision for this project. Provide succinct resumes of the personnel proposed to provide technical support and project management for this project. The personnel designated in the management summary for essential positions shall not be changed except with the permission of Village. The Village will only approve such a change when, in its opinion, the substitute personnel have equal or greater qualifications and experience to those intended to be replaced

E. Submittals Required One Week Prior to Any Work

1. Site specific site safety plan addenda, if applicable
2. Entry releases, if applicable.

F. Weekly Submittals

1. Detailed updates to the work schedule will be provided to the Village no later than 3:00 p.m. on the Friday preceding the next week's work.
2. The Contractor shall furnish a written weekly itemization and justification for any inspections that could not be completed according to schedule in the Contractor's opinion due to inability to locate the access structure, the structure being in an inaccessible area (including paved over, buried, under water prohibited areas, etc.), inoperable due to damage or locking mechanisms, requiring specialized tools such as excavators or action outside of the intended scope of work such as legal action.
3. Electronic data and video/scan submittals, logs, and / or electronic worksheets submitted seven (7) days prior to work. All field paperwork must be submitted before the Contractor's invoice will be processed for payment
4. Corrections to punch list items as required by the Village to fulfill the requirements of this specification

G. Final Submittals Prior to Payment

1. Corrections to punch list items as required by the Village to fulfill the requirements of this specification.

SECTION 2. SPECIAL PROVISIONS

2.1 VILLAGE RIGHTS

- A. The Village reserves the right to stop the work when in the Village's judgment the Contractor's work or activities are threatening the health and safety of the public, endangering the environment, or endangering the waters of the state. Work shall not proceed until a satisfactory resolution has been achieved, according to the Village.

- B. No Contractor or Subcontractor will perform any work not specifically identified in the work schedule unless approved by the Village. Notification of such work must be received no later than 8:00 a.m. on the day the work is to be performed. A list of persons available to be notified will be given at the pre-construction meeting.

2.2 EMERGENCY RESPONSE

- A. The Contractor shall provide direct contact information to the Village. These numbers are intended for the Village's use in contacting the evening/weekend/holiday emergency work crew for emergencies resulting from the Contractor's actions or lack thereof during this project. This crew shall be responsible for contacting the Village within one-half hour after the first verbal and electronic notification. If the Contractor's crew has not responded to the site of the emergency within one hour of the first contact, verbal and electronic, the Village will make all necessary repairs and bill the Contractor for all work performed. All costs related to the emergency response will be incidental to the contract and not measured for payment.

2.3 WORKING HOURS

- A. The Contractor must complete all work such that no homeowner is without sewer service, unless otherwise directed by the Village. Local noise ordinances or agencies having control over roadway closures may control starting or stopping operations. Prior to starting operations, the Contractor shall advise the Village of the restrictions imposed by the local agencies.
- B. The Contractor may be required to work days, nights or weekends to achieve the lowest depth flows in the sewer pipes and not conflict with public events.
- C. No work will be allowed on weekends or holidays except at the discretion of the Village.

2.4 DECREASE/INCREASE IN SERVICE AND STOP WORK DUE TO INCLEMENT WEATHER

- A. The Village, at its option, may increase or decrease any or all service requirements provided for under this contract. The Village further reserves the right to suspend or stop the performance of any or all of the work of this contract due to inclement weather conditions.

2.5 PRE-CONSTRUCTION MEETING

- A. Following award of the contract and before starting any work the Contractor, Job Superintendent/Project Manager, and Crew Leader shall meet with the Village. The Contractor will be notified of the date, time, and place of the meeting.

B. Attendance:

1. Village Public Works Director
2. Village Engineer
3. Village Engineering Inspector
4. Other Village Representatives
5. Contractor's Representative(s)
6. Major Subcontractors
7. Major Suppliers
8. Others, as appropriate

C. Agenda:

2. Distribution and Discussion
 - a. List of major Subcontractors and Suppliers
 - b. Projected Construction Schedules
3. Critical Work Sequencing
4. Major Equipment Deliveries and Priorities
5. Project Coordination
 - a. Designation of responsible personnel
6. Procedures and Processing
 - a. Field decisions
 - b. Requests for Information
 - c. Submittals
 - d. Deliverables
 - e. Change Orders
 - f. Applications for Payment
7. Procedures for Maintaining Record Documents
8. Use of Premises
 - a. Office, work and storage areas
 - b. Village's requirements
9. Construction Facilities, Controls and Construction Aids
10. Procedures for reporting Sanitary Sewer Overflows (SSOs)
11. Temporary Utilities

2.6 CLOSE-OUT PROCEDURES

A. Progress Meetings

Project closeout will be completed in phases by project. The Village will hold progress meetings at predetermined intervals, or as determined necessary by the Village. Items covered in the meetings include the following.

1. **Punch List:** This list will detail all items requiring correction, repair, or improvements in order to be accepted. The Contractor will address a schedule for these items within seven (7) calendar days or as specified by the Village. Failure to complete punch list items will result in a stop work notice and delay of payment until completed to the satisfaction of the Village.
2. **Reports and Submittals:** Final reports, media and other submittals previously described will be finalized and submitted.
3. **Review of the status of pay estimates.**
4. **Issue project worksheets, as necessary.**
5. **Work scheduling issues.**

2.7 PRE-QUALIFICATIONS

A. The successful Contractor must have an onsite field supervisor with a minimum three (3) years of experience specializing in the inspecting of sewers with MSI technology. A foreman for each crew performing inspection with a minimum of five years of experience specializing in that type of work may be substituted for the onsite field supervisor requirement. The Contractor shall provide the names, titles, phone numbers and addresses of a minimum of three references that can be used to verify this experience. The references must be contract managers or persons of authority over cleaning and televising work performed by the Contractor.

1. If requested by the Village, the Contractor shall also identify five (5) completed projects of 100,000 lineal feet each with MSI equipment as proposed for this project.
2. The Contractor must have foremen or supervisors meeting all pre-qualifications for the duration of the contract.

B. PACP Requirements

1. Current NASSCO PACP certification of all CCTV operators, working on this project, will be required for all CCTV work.
2. Database shall be an NASSCO-PACP (Current Version) Certified Access Database.
3. CCTV Software shall be NASSCO-PACP (Current Version) certified.
4. CCTV inspections (Video and Data Collected) will be delivered entirely in

digital format.

SECTION 3. GENERAL PROVISIONS

3.1 MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of the roads. The Contractor will be responsible for obtaining all permits required for maintenance of traffic.
- B. The Contractor shall not begin work until standard barricades and warning signs are in an acceptable position and the markers and signs conform to the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices for Streets and Highways" and all applicable state and local requirements. The Contractor assumes all responsibilities and liabilities regarding strict adherence to applicable sections for the maintenance of traffic and public safety as set forth in the FHWA "Manual of Uniform Traffic Control Devices for Streets and Highways", and other applicable regulations. All traffic control devices must be in place prior to starting work.
- C. The cost of all traffic control devices shall be paid by the Village under a separate contract.
- D. The importance of minimization of disturbances and requirements for traffic control is emphasized. The Contractor shall maintain local traffic at all times during all phases of this project in a manner causing the least amount of inconvenience to the abutting properties. Temporary driveways, temporary roadways, or run around as may be necessary to provide vehicular access to and from the abutting properties shall be constructed, maintained, and subsequently removed by the Contractor as directed by the Village at a negotiated sum.
- E. The portion of the pavement not affected by the work shall be kept clear of all material and equipment.
- F. The Contractor shall hold harmless the Village and all its representation from all suits, actions, of claims of any character brought on account of any injuries or damages sustained by any person or persons or property in the performance of this contract.
- G. If at any time traffic has to be blocked (emergencies only), the Contractor shall notify the nearest fire, police departments and service departments.

The cost of maintaining all traffic control devices for lane closures on minor streets except as otherwise identified for additional traffic control shall be incidental to the contract and not measured for payment. All other locations where additional traffic control is necessary shall be paid for by the Village through a separate contract. The Contractor shall be responsible for determining if other locations require additional traffic control beyond the incidental traffic control stated above and informing the Village at least 5 (five) working days in advance of when and

where additional traffic control is needed.

3.2 LOCATION OF WORK

- A. Pipe and manhole locations are provided in the attached maps. The locations of existing underground utilities are shown based on information provided to the Village by others and cannot be guaranteed to be accurate or all-inclusive. The Contractor is responsible for making his/her own determinations as to the type and location of all underground and other utilities as may be necessary. If situations are encountered that are different than shown on the map the Contractor should markup differences on the map, notify the Village or his/her representative, and provide a copy of the markup map to the Engineering Services Department. The Contractor shall perform work at the locations shown or as otherwise directed by the Village. The Village shall not be responsible for any claims made by the Contractor due to claimed unfamiliarity or inaccuracies.

3.3 EXISTING UTILITIES

- A. The Contractor must take the necessary precautions for the protection of any utility encountered on the project or the restoration of any utility damaged during the work.
- B. If an excavation is required, the Contractor shall notify, at least 48 hours before breaking ground, all public or private service corporations having wire, poles, pipes, conduit, manholes, or other structures that may be affected by this operation, including all structures that are affected and not shown on these plans. Villages of underground utilities, which are members of the state's one call service, can be notified by calling. Non-member underground utility Villages must be called directly.
- C. All maintenance, repair, and replacement of existing utilities shall be in accordance with the rules and regulations of the various utility companies having jurisdiction.
- D. All existing storm sewers, driveway drains, surface drain pipes and other property, removed or damaged during construction shall be repaired and reconnected by the Contractor as directed by the Village at no additional cost to the Village.

3.4 REQUEST FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the Contractor to make timely requests of the Village for supplemental information, which should be furnished by the Village under the terms of this contract, and as required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved to avoid delay.
- B. Each request shall be in writing, and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted

within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the Village may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for all delays arising from failure to comply with this section.

3.5 USE OF PREMISES

- A. The Contractor shall not trespass upon or in any way disturb private property without first obtaining written permission from the property owner and/or Village or Prime Contractor as appropriate to do so. A copy of such written permission shall be furnished to the Village prior to accessing the site.
- B. It shall be the Contractor's responsibility to work equipment around poles, trees, or other obstructions and to do so at his own expense.
- C. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition.
- D. The Contractor shall, at no additional expense, restore such property to the original condition in the sole and unfettered opinion of the system owner.
- E. All items within the street right-of-way or sewer easement shall be removed, or removed and replaced, or restored as directed by the Village.
- F. The Contractor shall ensure all employees have a badge or visible identification during any time that they are on the project site or within private property. This identification must be worn so that it is readily recognized and readable to the public.

3.6 PROTECTION OF TREES

- A. The Contractor shall avoid any unnecessary damage to trees. Branches which overhang the project limits and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch, and the cut area shall be protected with approved pruning spray immediately. The Contractor at no additional expense shall remove any trees damaged beyond saving, and make restitution to the Village (public or private).

3.7 FENCING

- A. Any fences, including hedge and shrubs, that need to be removed to facilitate the work shall be replaced, in kind or with repairs satisfactory to the Village, at the Contractor's expense. Replacement of fences, hedges, and shrubs shall be considered incidental to the contract and not measured for payment.

3.8 PRESERVATION OF MONUMENTS AND STAKES

- A. The Contractor shall carefully preserve all monuments, benchmarks, reference points and stakes. In case of his destruction thereof, the Contractor will be charged with the expense of replacement, and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or benchmarks which must be removed or disturbed shall be protected until they can be properly referenced for relocations. The Contractor shall furnish materials and assistance for proper replacement of such monuments or benchmarks.

3.9 RESTORATION

- A. All roadway berms and drainage ditches disturbed by the work shall be restored, reshaped, and graded to drain.
- B. Pavement restoration, if necessary, shall conform to the owner's regulations, or the Village's specifications depending upon who has jurisdiction for the street. Trench backfill and compaction shall be in conformance with the local street having jurisdiction.
- C. The remediation of sunken trenches caused by activities conducted in this contract shall be the Contractor's responsibility. Sunken areas shall be backfilled and compacted to meet adjoining grades; the surface shall be re-seeded or resurfaced with asphalt or concrete matching the existing surfacing.
- D. The Contractor shall restore unpaved areas by seeding and mulching. No direct payment will be made for seeding and mulching.
- E. Driveways shall be restored in accordance with owner's regulations, or the Village's specifications depending upon who has jurisdiction for the driveway.
- F. All disturbed areas shall be restored as nearly as possible to their original or better condition.
- G. All restoration shall be completed in strict accordance with the appropriate items of the specifications as directed by the Village.
- H. The cost of all restoration of streets, drives, walks; sod, etc. shall be incidental to the contract and not measured for payment.
- I. Restoration shall be kept current with the project work. Failure to keep restoration of these items completed reasonably close shall result in a stop work notice and delay of payment until such restoration is completed to the satisfaction of the Village.

3.10 CLEANUP

- A. The Contractor shall keep the work area in an uncluttered condition by the frequent removal of debris. The Contractor shall remove all debris and unused material and leave the area in a condition similar to the condition of the area before any work was performed.

- B. The cost of all clean up work shall be incidental to the contract and not measured for payment.

3.11 PROPERTY DAMAGE

- A. The Contractor shall immediately investigate any and all reports of sewage backing up into fixtures served by the sewer section that is being cleaned or inspected.
- B. The Contractor will be required to notify the Village immediately if he causes any damage to private or public property caused by activities related to this contract. The Contractor shall make repairs and/or clean the property immediately in a timeframe that is acceptable to the Village. The cost of such work shall not be measured for payments and shall be entirely at the Contractor's expense.

SECTION 4. EXECUTION

4.1 GENERAL

- A. The Contractor shall furnish and maintain, in good condition, inspecting and computerized equipment necessary for proper execution of the work.
- B. Maintaining Flow: It will be the responsibility of the Contractor, throughout the tenure of this contract, to provide and maintain sufficient flow at all times to pass any flash of storm flow of drainage and prevent any backwater flooding due to obstruction caused by cleaning or CCTV equipment.
- C. Retrieval of Materials and Equipment: It shall be the Contractor's responsibility to remove materials and equipment that has been lodged in the sewer from cleaning, television inspection, or point repair excavations.
- D. Work Schedule: The Contractor shall provide a schedule that outlines the sequence in which the Contractor proposes to conduct his operations. The Village must approve this schedule before work commences.
- E. Original and updated schedules must be provided to the Village in writing.
- F. The Village may require additional updates to the schedule as changes occur. These additional updates must be submitted to the Village within 48 hours of the request. Changes to the schedule are subject to approval of the Village.
- G. Not applicable.
- H. If during the inspection operation, the televising camera will not pass through an entire pipe segment, the Contractor shall make note of the segment, identify the obstruction and notify the VILLAGE or VILLAGE's representative that is either obstructed or in need of cleaning.

- I. All electronically submitted materials shall be consistently named in a format clearly identifying the relevant manhole to manhole structures and time the inspection was performed.

4.2 CLEANING EQUIPMENT – NOT APPLICABLE

4.3 INSPECTION AND COMPUTERIZED EQUIPMENT

- A. The Contractor is responsible to provide and maintain all industry-standard inspection and computerized equipment required to complete the project.
- B. The sewer inspection platform shall at a minimum be equipped with all of the following sensors and assessment devices, which shall operate and log data continuously and simultaneously throughout the inspection:
 - i. Laser Profiler or LIDAR (Light Detection and Ranging) to accurately measure and model the interior pipe wall and geometry above the flow level. All laser devices must be eye-safe as per the US - IEC 60825-1 standard. Laser devices shall measure the interior pipe wall geometry to 0.25% of true diameter.
 - ii. Profiling Sonar shall measure the 360-degree profile of the submerged portion of the pipeline interior. The sonar shall measure 1 profile slice per second.
 - iii. CCTV Camera shall visually assess the pipeline interior for defects. The equipment shall either enable the operator to pan, tilt, and zoom the camera during the inspection, or shall capture wide-angle images of at least 3 megapixel resolution that can be immediately visually assessed without complex processing after completion of the inspection. The multi-sensor inspection platform shall be equipped with LED lights of at least 4,500 lumens that can illuminate the pipe interior sufficiently for visual condition assessment. Lighting for the pan and tilt camera or wide angle “fisheye” camera shall provide a clear picture of the entire periphery of the existing sewer.
- C. The pan and tilt camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a camera with wide angle “fisheye” capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing. If a blockage cannot be removed and hampers the televising of the sewer in one direction then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section, this reversal should immediately follow the initial direction. The Contractor must immediately report the obstruction to the Owner and shall summarize such events daily.
- D. If the image quality is not adequate for post-inspection coding, the Contractor

shall be required to repeat the survey at the Contractor's expense. If utilizing a camera with wide angle "fisheye" capabilities the equipment shall be specifically designed for field verification of image quality during inspection.

- E. The Contractor shall perform all CCTV inspections in accordance with NASSCO's Pipeline Assessment Certification Program (PACP) and MACP standards. CCTV inspections will be delivered entirely in electronic format. The entire survey shall be recorded in an approved electronic format submitted with electronic links between the data and the video. All television inspection reports shall be within +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to end of pipe. All Owner and PACP and MACP required header information must be fully and accurately entered on all CCTV reports. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.
- F. The Contractor shall provide a PACP certified operator on site at all times during the entire survey. If video is to be coded separately from the actual recording, both the onsite Operator and the individual performing the PACP coding shall be PACP certified. The Contractor shall provide proof of certification prior to commencement of work, prior to a change in personnel involved in data collection, and as requested by the Owner.
- G. If during the inspection operation, the televising camera will not pass through an entire pipe segment, the Contractor shall make note of the segment, identify the obstruction and notify the OWNER or OWNER's representative that is either obstructed or in need of cleaning.
- H. Contractor shall designate a program for and perform an independent QA/QC review by a NASSCO PACP certified evaluator (1 year minimum documented experience) prior to any submittals. Documentation of the completion of that review shall be provided upon written request by OWNER or OWNER'S designated representative.
- I. All electronically submitted materials shall be consistently named in a format clearly identifying the relevant MH to MH structures and time the inspection was performed.
- J. A PDF or electronic report shall be generated identifying and addressing each manhole-to-manhole sewer segment that is inspected. The PDF report shall include, where multi-sensor information is available:
 - i. Ovality measurements (graph or tabular) and location in semi rigid or deformable conduit
 - ii. Corrosion measurements (graph or tabular) and location in rigid conduit or conduit subject to chemical attack
 - iii. Sediment level measurements (graph or tabular) and location
 - iv. Relevant H₂S Concentration measurements (graph or tabular) and location
 - v. A 'flat' view of the manhole-to-manhole segment based on geometric measurements, color-coded to show areas of corrosion, sedimentation, and

ovality

vi. Dimensional Data Observations

- K. CCTV Reports, logs, electronic reports, and worksheets must include the following information and conform to the applicable guidelines:
1. 1 CCTV Reports, NASSCO PACP and MACP Certified Database, and electronic worksheets must accompany all inspection work.
 - a. 2 All Owner and NASSCO PACP and MACP required header information must be fully and accurately entered on all CCTV reports.

4.4 Cartegraph Integration

A. General Objective

The goal is to reduce redundant data entry by integrating and sharing relevant and timely information between the data obtained by the Contractor and the asset and operations management system used by the Village, Cartegraph OMS. The same data should not have to be manually entered in both systems. The Contractor will use their system's software and Cartegraph's application program interface (API) to manipulate and manage these integration elements. Integrating the various applications that contain data that is relevant to each system will assist in meeting the goals of Carol Stream and eliminate redundant data entry in multiple systems. Also, the proposed integrations will provide better quality and more timely data for the organization and reduce data entry workload for personnel.

B. Cartegraph Integration Detailed Description of Work:

The Village desires to integrate the Contractor's software with operations and asset management systems that Cartegraph OMS can use. The Contractor will use the available functions to capture data for the migration of data between the systems. The Contractor is responsible for completing the integration by providing PACP and MACP compliant exchange databases and relevant media files. Although the Contractor will not directly integrate the data they have collected, they shall provide it in a format that is acceptable for Cartegraph's integration or reformat the folder structure of the fileset as requested.

- C. All the work to complete the Cartegraph integration shall be considered incidental to the contract and no separate payment will be made.

SECTION 5. MEASUREMENT & PAYMENT

5.1 GENERAL

- A. The Village agrees to pay the Contractor for the performance of the Work of this Contract for the completion of the Project, subject to additions and deductions based on final quantities for work performed, the Contract LUMP SUM. The

Contractor shall bill the Village for work completed on a yearly basis of five equal payments also subject to additions or deductions. The first payment is due within thirty (30) days upon signing of the contract. The following items of work will not be measured for payment but the cost thereof will be considered as incidental to the contract:

1. Providing notices to all residences / businesses with service lines connected to sewer mains to be cleaned or inspected.
2. Data entry, computerized equipment, software, and hardware to submit the required electronic submittals, including the DVDs, records, and logs.
3. Completion of all electronic forms.
4. Photographic equipment and supplies used to show sewer pipe and manhole defects.
5. Emergency response.
6. Updates to the schedule as required by the Village.
7. Insurance.
8. Right of entry access to private property.
9. All plugging, bypass pumping and sewer flow control operations.
10. Maintenance of traffic control devices on minor streets.
11. Replacement of obstructions including but not limited to fences, hedges, shrubs, etc.
12. Restoration of all impacted or damaged streets, drives, walks; sod, etc.
13. All cleanup work.
14. Project reconnaissance and logistics management.
15. PACP and MACP databases that integrate into Cartegraph.
16. Final Report.

5.2 BID LINE ITEMS, SCOPE, & SCHEDULE

A. Lump Sum Submittal

Refer to the description that specifically enumerates the tasks identified in the Scope of Work of a lump sum proposal price in order to ensure that no additional costs will be incurred for the completion of the inspection. This will ensure complete and accurate total costs required to perform the inspection. The Contractor shall submit lump sum prices on the Scope of Work Proposal form provided below.

B. Scope of Work Line Items

Line item unit prices and total price extensions shall be submitted on the Scope of Work Proposal form provided below. The line items reflect on-site and off-site

activities for clarity. Unit prices shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price shall govern.

SCOPE OF WORK PROPOSAL					
Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization / De-Mobilization to Project Site	3	EA	\$25,000.00	\$75,000.00
2	8" – 12" Diameter Pipe Asset Characterization - Solo	485,000	LF	\$0.80	\$388,000.00
3	6" – 18" Diameter Pipe Asset Characterization - CCTV	8,733	LF	\$2.00	\$19,466.00
4	21" – 33" Diameter Pipe Asset Characterization - MSI	2,721	LF	\$5.00	\$13,605.00
5	36" – 120" Diameter Pipe Asset Characterization - MSI	0	LF	\$6.50	\$0.00
6	Manhole Asset Characterization & GPS Location	2,465	EA	\$125.00	\$308,125.00
7	ICOM4 Software License & Support	1	LS	\$50,000.00	\$50,000.00
8	ICOM3 Implementation, Configuration & Professional Services	80	HRS	\$150.00	\$12,000.00
SCOPE OF WORK TOTAL PROPOSAL					\$866,196.00

C. Net Price

Unit and total prices shall be net, including therein transportation and handling charges F.O.B. Village of Carol Stream, and shall further include all charges of whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposals.

D. Interpretations

Interpretations of the meaning of any item in the Contract shall be valid only if issued in writing by the Village or the Village's representative.

E. Familiarity with Contract Documents and Site

The Contractor shall examine all contract documents including the specifications, inspect and acquaint himself fully with site conditions (surface and subsurface), working conditions and restraints, if applicable, prior to the submission of his proposal.

F. Scope of Site Work

This Multiple Sensor Inspection (MSI) may require variations in technology combinations to be synchronized in order to complete inspections. The below chart describes the approximate scope of work, minimum MSI sensors required to be used during the inspection, and estimated schedule for completion. The schedule for submission of final reports should be identified elsewhere in the proposal documents.

SCOPE OF SITE WORK			
Item	Pipe Size (inches)	Length of Pipe (LF)	Sensors to be used*
3.1	Unknown	TBD	TV
3.2	8	TBD	TV
3.3	10	TBD	TV
3.4	12	TBD	TV
3. Total Pipe Length for 8” – 12” Diameter Pipe Asset Characterization - Solo		485,000	TV
4.1	6	TBD	TV
4.2	15	TBD	TV
4.3	18	TBD	TV
4. Total Pipe Length for 6” – 18” Diameter Pipe Asset Characterization - CCTV		9,733	TV
5.1	24	TBD	A
5.2	30	TBD	A
5. Total Pipe Length for 21” – 33” Diameter Pipe Asset Characterization - MSI		2,721	A
6.1	36	0	A
6.2	48	0	A
5. Total Pipe Length for 36” – 120” Diameter Pipe Asset Characterization - MSI		0	A

* Sensor Notes – “TV” = CCTV, “S” = Sonar, “L” = Laser, “G” = Gas, “A” = All

G. Invoicing instructions

Shall be sent to the Village Engineer, 500 N Gary Ave, Carol Stream, Il 60188

EXHIBIT 2

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____ (name), certify that I am employed as the _____ (title) of REDZONE ROBOTICS, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

REDZONE ROBOTICS

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EXHIBIT 3

TAX COMPLIANCE CERTIFICATION

Illinois Department of Revenue – Tax Compliance

REDZONE ROBOTICS, having submitted a proposal for the Trunk Sanitary Sewer Condition Assessment Project to the Village, hereby certifies that said Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

REDZONE ROBOTICS

By: _____
Authorized Agent of Contractor

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EXHIBIT 4

CERTIFICATION OF COMPLIANCE – DRUG FREE WORKPLACE ACT

I, _____, an authorized agent, do hereby
certify that REDZONE ROBOTICS (check appropriate box):

- Has twenty-five (25) or more employees and, pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*, shall provide a drug free workplace for all employees engaged in the performance of work under the Contract to which this Certification is attached by complying with the requirements of the Illinois Drug Free Workplace Act. I further certify that REDZONE ROBOTICS is not currently prohibited or otherwise debarred from entering into this Contract as a result of a violation of a violation of the Drug Free Workplace Act.

- Has less than twenty-five (25) employees at the time of the execution of the Contract.

REDZONE ROBOTICS

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this _____ day _____, 20__.

Notary Public

EXHIBIT 5

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and will provide a copy thereof to the VILLAGE prior to commencement of work on the Project.

REDZONE ROBOTICS

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 20__.

Notary Public

EXHIBIT 6

PROJECT PROPOSAL



Proposal for
Carol Stream, Illinois
YES, Your Entire System,
System-Wide Sanitary Sewer
Categorization

August 30, 2019

Prepared for:

Village of Carol Stream

Bill Cleveland
Director of Engineering Services
500 N. Gary Avenue
Carol Stream, Illinois 60188

Submitted By:

Tim Graeb
RedZone Robotics, Inc.
Regional Business Development Manager
1736 Virginia Avenue
Libertyville, IL 60048

847-778-4453 Phone
tgraeb@redzone.com



Cover Letter

Carol Stream, Illinois

YES, Your Entire System Program

August 30, 2019

Mr. Bill Cleveland
Director of Engineering Services
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188

RE: Proposal for Carol Stream, Illinois, YES, Your Entire System, System-Wide Sanitary Sewer Categorization

Dear Mr. Cleveland:

RedZone Robotics would like to thank the City of Carol Stream for the opportunity to submit our YES, Your Entire System program. We created a specialized offering for the City based on your needs. Our goal is to develop a customized program through mapping, coding, and centralizing the data to provide decision support for the entire collection system. This will eliminate the continuous reactive repair approach to a new method of being well maintained. Overall, the difficulties of the system are alleviated, and it brings complete stability to your day to day operations.

The notable components to the program are as follows:

- Five (5) year term with an annual payment of \$173,239.20
- At-risk payment program with zero (0%) financing rate
- Ability to bring "legacy" data into ICOMMM

Our goal for your system:

- Avoiding surprises associated with unforeseen failures
- Increasing demand for services & stringent regulatory requirements
- Determining the optimal time and method for rehabilitation & O&M work
- Increasing pressure to prove proper spending of limited resources and funds
- Desire to set rates at proper levels

The benefits of the YES, Your Entire System program includes:

- Establishing a centralized system of record, in a highly expedited manner, to document the system and its condition for today and for future managers.
- Efficient and focused spending of capital and operations and maintenance dollars
- Easier meeting of service expectations and regulatory requirements. Avoid consent decree/orders
- Fact based rate setting based on sound operational planning

RedZone will use advanced, autonomous data collection technology to efficiently map and inspect the entire wastewater collection system. This information will be paired with our ICOM software to manage the data in one centralized location and will include decision support tools to enable prioritization and planning.

The proposal must be executed by authorized individuals from the City of Carol Stream prior to the commencement of any work related to this proposal. This offering will expire on August 31, 2019.

For more about RedZone Robotics, please visit our website at www.redzone.com. We thank you for considering our technology and services and welcome the opportunity to work for the City of Carol Stream.

Sincerely,

Tim Graeb
Regional Business Development Manager
RedZone Robotics, Inc.

RedZone Robotics, Inc.

91 43rd Street, Suite 250 Phone 412.476.8980
Pittsburgh, PA 15201 Fax 412.476.8981

www.redzone.com

Executive Summary

Carol Stream, Illinois

YES, Your Entire System Program

THE PROBLEM:

RedZone Robotics has framed out a scope of work based on the RedZone Y.E.S. Your Entire System program to address the fundamental problem facing most collection system managers: a lack of a complete baseline understanding of the true current state of assets.

The failure to truly understand the current state of collection system assets makes it needlessly difficult to answer these common questions that collection system managers must deal with:

1. Where are the most pressing problems to address in order to maintain services?
2. What are my long-term concerns that need to be factored into future CIP and O&M budgets?
3. What are the most appropriate projects to do at any given time to maintain services?

Ultimately the critical question is, "What is the best way to spend the limited funds available to be the most responsible steward of these abundant and critical wastewater assets?" The answer lies in information that to-date has been unattainable, but that will be gathered and made easy-to-use with this program.

According to the EPA, sewer system assets that are not sufficiently understood and proactively maintained will typically deteriorate faster than expected and lead to higher replacement costs and emergency repair costs. The EPA stipulates that there are 5 core questions at the core of proper asset management practices:

1. What are my required levels of service?
2. What is the current state of my assets?
3. Which are my critical assets?
4. What are the minimum life cycle costs?
5. What is the most appropriate long-term funding strategy?



Typically, municipalities and authorities are so consumed with #1. They cannot solve #2 through #5.

THE SOLUTION:

With RedZone Robotics having the ability to utilize advanced technological capabilities through our YES program, the City of Carol Stream will receive the following benefits to your wastewater collection system:

1. Gain a complete and accurate understanding of the collection system and its true baseline condition
2. Establish a centralized system-of-record to manage essential information
3. Achieve 'smart sewer spending' by making defensible, fact based decisions
4. Facilitate compliance with local and federal regulatory agencies
5. Protect the environment from disasters resulting from unknown problems
6. Make better use of resources. Do 'more with less'.

YES, YOUR ENTIRE SYSTEM PROGRAM SPECIFIC HIGHLIGHTS:

The YES, Your Entire System program provides you with one vendor with well aligned financial incentives and unique technology solutions to provide the following:

1. Expedited current state characterization of the entire collection system in 12-15 months
2. Characterization of findings/defects in pipes and manholes according to industry standards with NASSCO PACP/ MACP
3. Industry leading ICOM collection system asset management software as a hosted service
4. GIS Correction reports to ensure your GIS is updated with current information





Advanced Pipeline Assessment

Carol Stream, Illinois

YES, Your Entire System Program

“The data that would have taken us 15 years to gather by conventional televising methods, now took only 15 months,”

Stephen Hogan, General Manager, Peachtree City Water & Sewerage Authority

RedZone Robotics Inc.

<u>Corporate Headquarters:</u>	<u>New Zealand Office:</u>
195 Thorn Hill Rd Ste 110	13 Tarnedale Grove
Warrendale, PA 15086	Albany, North Shore, Auckland
Phone 412-476-8980	Phone: +64-9-4799901
Fax 412-476-8981	Fax: +64-9-4799904

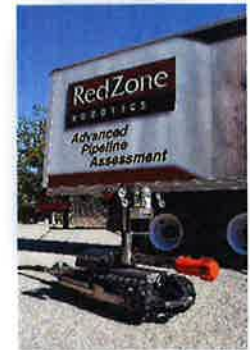


Solo Deployment

RedZone Robotics Reputation:

Since 1987, with 31 years in business, RedZone Robotics, a spinoff from Carnegie Mellon University’s Department of Robotics, has designed advanced, customized robotic applications. Early in its growth, RedZone found itself uniquely positioned to provide its services to the wastewater collection industry – an industry with numerous costly assets, limited budgets, and aging infrastructure. RedZone’s innovative, advanced pipeline inspection technologies provided wastewater managers with the tools to quickly and accurately assess their systems.

As a pioneer and leader in inspection for wastewater collection systems, RedZone Robotics designed and built its own equipment to meet the challenges of high flow and difficult segments. In addition, the high importance is the data gathered by the robots cannot be overstated. The use of multi sensor inspections (MSI) to gather data for mid and large diameter lines is crucial. MSI provides advanced assessment with synchronized digital CCTV for clearer images, sonar to calculate sediment levels, laser profiling to detect size, alignment, ovality/corrosion defects, H2S gas detection and air temperature measurement. As a response to industry’s needs, RedZone later developed Solo, an autonomous robot that provides a fast, highly efficient, and cost-effective platform to inspect the structural integrity of the abundant quantity of 8” to 12” pipes. Solo is compact, lightweight, and easily deployed in any location accessible by a technician, allowing for access to manholes that a truck-based CCTV platform cannot reach. Solo Squads can be deployed for a rapid system wide assessment of the collection system.



Responder Robot



Solo Squad

RedZone Robotics employees and asset management program are NASSCO certified.

King County, Washington, RedZone surpassed the NASSCO collection record for one segment over 12,000 LF.



MD Profiler



ICOM – Asset Management System

The tremendous quantity of data gathered from its robotic inspections, RedZone realized and was instrumental in providing clients a solution with decision support in budgeting, planning, and providing work order management capabilities. This potential was realized through the development of a GIS-centric, wastewater specific asset management program known as ICOM. ICOM enables more cost efficient and effective capital improvement projects, more tightly integrated inspection viewing, and improved prioritization of repairs and maintenance. RedZone Robotics eliminates underground uncertainty and the reactive repair cycle and replaces it with simplified, proactive wastewater management.

Today, RedZone Robotics supplies highly advanced pipeline assessment products and services to municipalities, contractors and engineering firms. RedZone Robotics assessed **over 70 million feet** of sewer line across North America including over **300 cities** such as Arlington, Atlanta, Akron, Baltimore, Calgary, Cedar Rapids, Charlotte, Cincinnati, Cleveland, Columbus, District of Columbia, Dallas, Detroit, Fort Worth, Honolulu, Houston, Las Vegas, Los Angeles, Mexico City, Montreal, New York, Pittsburgh, Portland, Richmond, Salt Lake City, San Francisco, Seattle, Spokane, St. Paul, Toronto, are just to name a few of the many clients that have utilized RedZone Robotics’ technology.

Understandably, wastewater managers are tasked with making critical decisions about their most valuable assets and buried infrastructure. RedZone’s advanced pipeline assessment technology provides organizations with the knowledge and decision-making capabilities to successfully and proactively manage a collection system.

**300 Cities Served,
over 70 Million Feet Inspected**

RedZone Robotics, Inc.

91 43rd Street, Suite 250 Phone 412.476.8980
Pittsburgh, PA 15201 Fax 412.476.8981

www.redzone.com



Advanced Pipeline Assessment

Price Proposal

Carol Stream, Illinois

YES, Your Entire System Program

Proposal Date	Expiration Date
August 30, 2019	November 30, 2019
Prepared for:	Prepared by:
Bill Cleveland Director of Engineering Services Village of Carol Stream 500 N. Gary Avenue Carol Stream, Illinois 60188	Tim Graeb Regional Business Development Manager RedZone Robotics, Inc. (847) 778-4453 tgraeb@redzone.com
Opportunity Name	Opportunity Title
Village of Carol Stream, YES Program	System-Wide Sanitary Sewer Categorization
Proposal Type	
Pricing Proposal- Special Y.E.S. Client Offering	
General Description	
<p>This proposal is for an all-encompassing professional service offering called the RedZone Robotics YES, Your Entire System program. RedZone will render services and establish this system of record in the ICOM software during an expedited initial term. Special Case Study Client concessions apply. Expedited condition assessment & configuration of a collection system asset management program. Actual timelines are subject to mutual agreement of the respective Client and RedZone project management teams.</p>	

RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com



Advanced Pipeline Assessment

Price Proposal -Schedule of Values

Carol Stream, Illinois

YES, Your Entire System Program

ITEMS FOR PROPOSAL			
ITEM	QUANTITY	DESCRIPTION	NOTES
RZR-001	3	Mobilization and Demobilization	\$ 25,000.00 Mob and De-Mob of All Required Assets for Field Condition Assessment Work
YES-100	485,000 LF	YES, Professional Services: 8" to 12" Asset Characterization - Solo	\$0.80 Field Data Gathering, PACP Characterization and Digital Upload
YES-102	OLF	YES Professional Services: 36"-120" Asset Characterization - MSI	\$6.50 Field Data Gathering, PACP Characterization and Digital Upload
YES-105	9,733 LF	YES, Professional Services: 15"-18" Asset Characterization - CCTV	\$2.00 Field Data Gathering, PACP Characterization and Digital Upload
YES-106	2,721 LF	YES, Professional Services: 21"-33" Asset Characterization - MSI	\$5.00 Field Data Gathering, PACP Characterization and Digital Upload
YES-110	2,465	YES Professional Services: MH Asset Characterization & GPS Location	\$125.00 Field Data Gathering, MACP Characterization and Digital Upload
YES-210	1	YES, Professional Services: GIS Discrepancy Report	NC Summary Report of Location and Attribute Information for Upload Into GIS
YES-300	1	YES, Professional Services: ICOM Software License & Support	\$50,000.00 Five Year Initial Term Licensing, Hosting, Maintenance and Support
YES-400	80 Hrs.	YES, Professional Services: ICOM Implementation, Configuration, & Professional Service	\$150.00 Training, Configuration, Implementation, GIS consumption interface, portal interface (responsibilities, details and limits of scope to be mutually negotiated and made part of final Contract prior to execution).
			\$866,196.00

Payment Terms:

- This is a lump sum project totaling \$866,196.00 (5 Year Option) \$821,196.00 (1 Year Option)
- Five (5) Annual payments are to be made in the amount of \$173,239.20. The first payment is due 30 days after start of field work. Subsequent payments are due based on the following schedule: Payment two will be due May 2020, Payment three May 2021, Payment four May 2022 and Payment five due May 2023.
- Option For a \$45,000.00 Discount should the Village elect to do a progression pay.
- The term will commence upon the date of the Notice to Proceed.
- All invoices are due Net 30.

Pipe Size & Asset Inventory Information:

All representations of pricing and services are based on the following asset inventory provided by Client. Changes to the agreed upon mix of assets may impact pricing, scope, services provided and timing.

Total System Mileage	94.21 Miles
Total System Footage	497,454 LF
Total System Manhole Count	2,465

Pipe of Unknown Size:

Whereas Client may have some collection system assets of unknown diameter and or quantity, such assets are not included in This Proposal. Upon discovering the facts on these assets, Client and RedZone will agree to a change-order to pay for inclusion of these assets if Client so chooses. Prices will be as per those indicated in This Proposal under the section entitled 'Additional Services'.

RedZone Robotics, Inc.

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www.redzone.com



Advanced Pipeline Assessment

ICOM Software:

This proposal includes ICOM or latest version hosted licensing, maintenance and support & upgrades for the Initial Term of the first Sixty (60) months. RedZone warrants that the ICOM or latest version software provided to the Client shall be NASSCO Certified Software.

At the end of the Initial Term, an annual License Subscription, Hosting, Maintenance and Support contract is required if Client seeks to maintain use of then-current hosted License Subscription, Hosting, Maintenance and Support services. Paying these fees is not required.

The fees for annual License Subscription, Hosting, Updates, and Upgrades, which would commence at the end of the Initial Term, are Ten Thousand Dollars (\$10,000.00 USD). Maintenance and Support fees are Three Thousand Eight-Hundred and Fifty Dollars (\$3,850.00 USD).

These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

ICOM Professional Services Summary:

This Proposal includes eighty (80) hours of professional services. These professional services have been allocated to this project to perform a variety of services inclusive of, but not limited to, training, initial configuration and engineering support. Details will be finalized in a jointly determined work order.

Additional Services:

INSPECTIONS: If at any time in the agreed upon term the Client wishes to contract with RedZone to complete additional condition assessment work, the job will be quoted based on the required scope of work. Linear foot pricing will be one dollar (\$1.00) per linear foot for pipe diameters of < 6", 8", 10" and 12". Linear foot pricing will be two dollars (\$2.50) per linear foot for larger diameters of pipe inspected with CCTV only. Linear foot pricing will be six dollars and fifty cents (\$8.00) per linear foot for MSI inspections. These fees cover the price of RedZone deployed inspection, PACP coding, and configuring of information into ICOM. For manhole inspections, the unit price per manhole would be one hundred and fifty dollars (\$150.00). These fees assume that a minimum scope required for RedZone services would entail ten thousand dollars (\$10,000) of fees. Nothing in this Proposal binds the Client to use RedZone for such additional services as other options exist inclusive of the Client renting equipment and self-performing or using other contractors for work above and beyond the stated scope of work in This Proposal.

DATA SERVICES:

In addition to the data services provided to Client through ICOM Software, the Client desires to integrate RedZone's software with the operations and management systems that Cartegraph OMS can use. This proposal includes RedZone providing the Client with PACP and MACP compliant databases and relevant media files in a format that is acceptable for Cartegraph's integration and .pdf files of all inspection reports, video files and excel data.

If at any time in the agreed upon term the Client wishes to contract with RedZone to perform data services and/or data integration services above and beyond the initial allocation for this project, RedZone will quote those services on a time and materials basis based on an hourly rate of one hundred ten dollars per hour (\$110/hr.). Examples of data services and data integration services would be as follows but not limited to: importing and configuring data from other service providers into ICOM, importing legacy data into ICOM and custom configuration of the software to meet specific needs. Please note that in the event any third party contractor provides data in a widely accepted industry standard digital format (i.e. NASSCO PACP, MACP) no data integration services should be required.

In the event the Client fails to appropriate funds towards this program in a given fiscal cycle no termination costs will be imposed by RedZone. If funds are not appropriated, software will be removed and a data migration plan of Client data will be jointly determined. If in the event the Client chooses to retain RedZone to assist in the data migration execution, an estimate will be provided on a time and materials basis. RedZone's assistance in such a data migration plan is not required.



Advanced Pipeline Assessment

Proposal Notes & Exclusions:

1. Actual timelines and execution schedules will be formalized in a scope of work document that will be approved by both the Client and RedZone.
2. This Proposal must be executed by an authorized agent of Client prior to the commencement of any work related to This Proposal.
3. Client understands that changes in scope, including pipe size changes, as well as unexpected pipe conditions, may result in a change order. Any such change orders will require Client approval.
4. RedZone excludes prevailing rate wages.
5. RedZone excludes bonding.

Terms and Conditions

Carol Stream, Illinois

YES, Your Entire System Program

APPENDIX A: DESCRIPTION OF SERVICES, TERMS AND CONDITIONS

YES-100 YES Professional Services: 8-12" Asset Characterization - SOLO

Solo Inspection Service

Characterization and asset inspection service of 8-12" gravity pipeline segments will use Solo autonomous (unmanned) robot with front and rear 360 degree cameras. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations, subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline will be pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline.

The defect coding service will be completed by individuals will current NASSCO PACP certification, subject to YES Reporting Terms & Conditions.

ICOM Upload

The video/imagery and defect coding data will be loaded into the customer's ICOM software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and virtually pan, tilt, zoom to the front and rear wide angle images. ICOM software shall be NASSCO PACP compliant.

YES-102 YES Professional Services: 36"-120" Asset Characterization – Multi-Sensor

Multi-Sensor Inspection Service

Characterization and asset inspection of 36"-120" gravity pipeline using multi-sensor inspection technology equipped with video, sonar, and laser sensors.

To characterize an asset's condition, Pipe Size, Sediment Levels, Corrosion Levels, Ovality Levels, and visible defects will be determined where possible. The equipment will be deployed with sensors appropriate for the encountered pipe and flow conditions. The multi-sensor technology will be deployed from 1) a floating platform or 2) a sonar-only platform if unable to deploy the floating platform. The service includes an initial inspection and a reversal inspection if necessary. RedZone may substitute a tracked platform at its discretion.

The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations. Subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline.

The defect coding service will be completed by individuals will current NASSCO PACP certification. Subject to YES Reporting Terms & Conditions.

Multi-Sensor Data Analysis and Processing

Multi-sensor data processing, analysis, and preparation of reports for collected multi-sensor information. Pipe Size, Sediment Levels, Corrosion Levels, and Ovality Levels will be determined where possible, based upon the availability and QA/QC verification of the collected multi-sensor data. This analysis will be accompanied by visualizations such as 3D, "flat", and cross-section visualizations of the multi-sensor data. Subject to YES Reporting Terms & Conditions.

ICOM Upload & Deliverables

The video/imagery, defect coding data, and multi-sensor graph results and visualizations will be loaded into the customer's ICOM software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required).

Within the ICOM software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and view the streams of multi-sensor data and visualizations synchronized with the video.

YES-105 YES Professional Services: 15-18" Asset Characterization – CCTV

CCTV Inspection Service

Characterization and asset inspection service of 15-18" gravity pipeline will use Closed Circuit Television (CCTV) with pan, tilt, and zoom capabilities. To characterize an asset's condition, the service includes an initial inspection and a reversal inspection if necessary. The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations, subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline will be pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals with current NASSCO PACP certification, subject to YES Reporting Terms & Conditions.

ICOM Upload & Deliverables

The video/imagery and defect coding data will be loaded into the customer's ICOM software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and play the video using multiple speed settings.

YES-106 YES Professional Services: 21-33" Asset Characterization - MSI

Multi-Sensor Inspection Service

Characterization and asset inspection of 21"-33" gravity pipeline using multi-sensor inspection technology equipped with video, sonar, and laser sensors. To characterize an asset's condition, Pipe Size, Sediment Levels, Corrosion Levels, Ovality Levels, and visible defects will be determined where possible. The equipment will be deployed with sensors appropriate for the encountered pipe and flow conditions. The multi-sensor technology will be deployed from 1) a floating platform or 2) a sonar-only platform if unable to deploy the floating platform. The service includes an initial inspection and a reversal inspection if necessary. RedZone may substitute a tracked platform at its discretion.

The service will be completed within the timeframe indicated in the YES proposal, performed in one or more mobilizations. Subject to YES Inspection Terms & Conditions.

PACP Video Analysis and Coding

Analysis of the pipe inspection video imagery to identify defects, features, and observations within the pipeline pursuant to NASSCO PACP (Pipe Assessment Certification Program) standards. All required PACP header fields will be completed, including size and material of each pipeline. The defect coding service will be completed by individuals with current NASSCO PACP certification. Subject to YES Reporting Terms & Conditions.

Multi-Sensor Data Analysis and Processing

Multi-sensor data processing, analysis, and preparation of reports for collected multi-sensor information. Pipe Size, Sediment Levels, Corrosion Levels, and Ovality Levels will be determined where possible, based upon the availability and QA/QC verification of the collected multi-sensor data. This analysis will be accompanied by visualizations such as 3D, "flat", and cross-section visualizations of the multi-sensor data. Subject to YES Reporting Terms & Conditions.

ICOM Upload & Deliverables

The video/imagery, defect coding data, and multi-sensor graph results and visualizations will be loaded into the customer's ICOM software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and view the streams of multi-sensor data and visualizations synchronized with the video.

YES-110 YES Professional Services: Manhole Asset Characterization and GPS Location

YES GPS Location of Manholes

Collection of mapping-grade GPS coordinates using commercially available GPS equipment. Typically, sub-meter accuracy in Lat/Long. GPS readings can only be taken where a manhole can be successfully located and accessed, and in locations where standard mapping-grade GPS equipment is able to perform successfully.

Manhole Inspection Service

Characterization and asset inspection of manholes using appropriate equipment. Video imagery will be captured of the manhole interior to identify defects and the rim to invert distance will be measured. Manholes can only be inspected where they can be successfully located, the lid can be opened, and the manhole is not surcharged. Subject to YES Inspection Terms & Conditions.

YES Manhole Data Assessment

Analysis of the manhole inspection video imagery to identify defects, features, and observations within the manhole pursuant to NASSCO MACP (Manhole Assessment Certification Program) standards. A subset MACP header fields will also be completed based on the visual imagery, including the material of the manhole components. The defect coding service will be completed by individuals with current NASSCO MACP certification. Subject to YES Reporting Terms & Conditions.

ICOM Upload & Deliverables

The video/imagery and defect coding data will be loaded into the customer's ICOM software. The inspection or inspections will be associated with an asset within the customer's map (or reported as a discrepancy if map changes are required). Within the ICOM software, the customer will be able to access any portion of the inspection, jump to an observation or defect, and virtually pan, tilt, and zoom if the Solo was used for the inspection.

Attribute Discrepancies

Based on data collected during the inspection process, RedZone will report discrepancies between attribute information included in the customer's available GIS and the encountered field conditions. This report will identify assets where the GIS attribute information may be inaccurate so that the GIS custodian can make required updates or changes. Attribute discrepancies include differences in asset shape, size, material, or flow direction.

Network Discrepancies

Based on data collected during the inspection process, RedZone will report discrepancies in the network layout between the customer's available GIS and the encountered field conditions. Examples include found manholes or manholes that were verified to not exist. GPS locations will be included with found manholes, where available. This report will identify areas in the GIS network that may be inaccurate so that the GIS custodian can make required updates or changes.

Deliverables

This report will be delivered upon completion of the YES Inspection Professional Services. After delivery of the first report, this report can be dynamically generated within the ICOM software based on the most recent inspection and GIS data contained within the system.

YES-300 YES Professional Services: ICOM Software License & Support**ICOM Software and Hosted Service**

At the end of the agreed upon YES term, as specified in the proposal, the customer has the option to renew hosting and maintenance and support services on an annual basis, as defined in the SLA.

ICOM Inspection Management Module

The hosted software will include the ICOM inspection management module, including the ability to view inspections, query inspection results, visualize inspections on the GIS map, and load new inspections.

ICOM Work Management Module

The hosted software will include the ICOM work management module, including the ability to create work plans and schedules, issue and track work orders, log service calls or overflows, and summarize work activities.

ICOM Decision Support Tools Module

The hosted software will include the ICOM decision support tools module to allow prioritization of critical assets within the system and the creation and tracking of fact-based Capital Improvement Plans.

Software Maintenance, Support, Hosting, and Upgrades

Throughout the length of the agreed upon YES term, as specified in the proposal, the customer will receive ongoing software updates and have access to RedZone remote technical support. The customer will have the option to continue the maintenance, support, hosting, and upgrade services on an annual basis upon conclusion of the YES term. The schedule for providing customer with access to the software will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

YES-400 YES Professional Services: ICOM Implementation, Configuration, & Professional Services**Implementation, Configuration, and Professional Services**

Up to the specified quantity of professional services hours will be allocated to this project to perform a variety of services inclusive of, but not limited to, the below tasks and services. Additional professional services can be purchased as specified in the proposal. A training & professional services plan will be jointly agreed to including but not limited to:

a) Standard Software Configuration & Setup

The customer's ICOM account will be created, the GIS map data will be loaded in, user logins will be setup, and the software will be configured with standard YES queries, work order forms, map overlays, and reports.

b) Standard Software Implementation

RedZone will provide personnel to install all required software product(s) onto the customer's workstations and assist the setup between the workstations, servers, and Local Area Network (LAN).

c) Standard Software Training

RedZone shall provide hands-on on-site and/or remote training for the customer's staff.

d) Professional Service Hours: Data Import

RedZone will work jointly with the customer to determine appropriate CCTV and other historic information which should be brought into the ICOM system. This data will then be imported.

e) Professional Service Hours: ICOM Configuration

The customer may request additional configuration of forms, work orders, queries, map overlays, and reports. Professional services will be provided to satisfy these requests where possible.

f) Professional Service Hours: Civil Engineer Consultation

A civil engineer will provide skills and expertise to assist the customer with their evaluation of critical assets, creation of proactive plans, or creation of a Capital Improvement Plan and budget. The schedule for completing these Professional Services will be determined by RedZone's Project Manager and will be communicated in the Project Plan and Schedule.

FIELD RELATED PROFESSIONAL SERVICE TERMS AND CONDITIONS

Professional Services outlined in the proposal pertaining to inspection of collection system assets and gathering of field data, collectively referred to as "Inspections", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Commercially reasonable efforts to gather data** - It is understood and agreed to that RedZone's data gathering efforts may not necessarily result in a complete manhole-to-manhole traversal. The equipment used to perform the data gathering may not be able to traverse the entire length of pipeline due to conditions such as grease, deposits, debris, protruding taps, root buildups, offset joints, or other circumstances. Following the NASSCO guidelines, RedZone will inspect each line segment as provided in the GIS. Should we encounter a reason why we cannot traverse the entire segment we will mutually agree to terms with the Village as to whether we do a reversal or not. Then that line will go on a list for the Village to address what needs to be done for re-inspection. RedZone will then re-inspect that line at no additional cost and this will be considered complete. Should there be a need for additional inspections both parties will agree to the course of action and fees associated at that time.
- b. **Flow conditions** - The quality and value of the information collected during the Inspections may depend upon flow conditions encountered during the inspection. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may at times be asked to perform actions such as line-plugging or modifying pump station or treatment plant operations to affect the pipeline flow levels in conjunction with RedZone's Inspection activities, at the customer's discretion and cost, to mitigate some effects that high flow rates may have on the Inspections. RedZone shall not be responsible for issues concerning quality or value of data, or performance of inspections attributable to flow conditions.
- c. **Pipe and manhole location** - RedZone will use commercially reasonable efforts to locate manholes and access points that are required to complete the Inspections. RedZone will use maps provided by the customer and make reasonable efforts to search for manholes and access points in the expected vicinity of each required manhole or access point. Certain manholes may not be possible to locate, for reasons including but not limited to: inaccurate mapping provided by the customer or the manhole being situated in an unreachable location (paved over, buried, under water, restricted area, etc.). RedZone will use the ICOM software to highlight manholes or access points that RedZone was not able to locate. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were successfully located to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as flagging manholes or uncovering buried manholes in conjunction with RedZone's Inspection activities, at the customer's discretion and cost, to increase the number of manholes that RedZone is able to successfully locate. RedZone assumes no liability for any errors or omissions in any maps or other location information provided by the customer, including any errors or omissions made by RedZone in interpreting such customer-provided information.
- d. **Pipe and manhole access** - RedZone will use commercially reasonable efforts to access manholes and access points that are required to complete the Inspections. Certain manholes may not be possible to access, for reasons including but not limited to inability to locate the manhole, the manhole being in an unreachable location (paved over, buried, under water, forbidden area, etc.), or due to the manhole cover being locked, damaged such that it is inoperable, or otherwise impossible to remove without specialized tools and equipment. RedZone will use the ICOM software to highlight manholes or access points that RedZone was not able to access. RedZone will use commercially reasonable efforts to utilize alternative manholes or access points that were accessible to complete pipeline inspections given the limitations of RedZone's equipment. RedZone will coordinate with the customer's project manager to provide its inspection schedule. The customer may perform actions such as uncovering buried manholes, coordinating for access to private property or forbidden areas, or removing locked or damaged manhole lids, at the customer's discretion and cost, to increase the proportion of manholes that RedZone is able to successfully access.
- e. **Scope of inspection work** - RedZone agrees to use commercially reasonable efforts to complete the data gathering as described in the proposal. Customer must identify specific pipelines and manholes to constitute the scope for inspection, up to the specified footage quantities or asset count. For each asset included in the scope, the allocated footage for such line segment will be deducted from the customer's purchased total whether the inspection is fully completed or attempted by RedZone as follows. For completed inspections, the actual footage of the inspection as measured by the inspection device will be deducted from the customer's purchased total for the relevant category of inspection footage. Pipe inspections that cannot be completed due to inability to locate or access manholes as described above will be counted as attempted inspections. The length of the pipe as shown on the associated map for which the attempted inspection occurred will then be deducted from the customer's purchased total for the relevant category of inspection footage. Inspections that do not complete the full length of the pipe asset, when summing the total of the first pass and second pass reversal attempt as described above, will similarly be counted as an attempted inspection and the full length of the pipe segment will be deducted from the customer's purchased total for the relevant category of inspection footage. When a second pass reversal inspection is conducted and results in overlapping footage between the first pass inspection and the second pass reversal, the overlapping portion of the inspection will not be deducted from the customer's footage total. If the customer desires to have additional inspections performed, the customer can request to add to the inspection scope using the Service Order process described in the contract.
- f. **Work Hours** - In order to complete the work as efficiently as possible, RedZone wishes to retain maximum flexibility with respect to work hours that inspection activities may be completed. RedZone may perform inspection work through 24 hours each day, 7 days per week, with proper coordination from Village. RedZone will coordinate with the customer's project manager to provide our inspection schedule in advance and to determine conditions or events that may prevent us from performing inspection work in specific areas at specific times.

Reporting Terms & Conditions

Professional Services outlined in the proposal pertaining to the processing, analysis, or presentation of inspection or field data, collectively referred to as "Reporting", will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Report delivery** – The delivery of completed reports may be completed in tranches. The schedule for report delivery will be communicated in the Project Plan.
- b. **Efforts to complete reporting** - Due to certain pipe conditions, some Inspection data may not be suitable for Reporting. It is understood that Reporting will be completed where possible subject to limitations on the quality and value of data. With respect to multi-sensor data gathered from multi-sensor inspections, certain Reporting metrics and presentations may not be available for every inspection depending on conditions that may have limited the collection of data from one or more sensors.
- c. **Electronic report delivery** - All reports and related video and media will be delivered to Client in electronic format only. The customer, at customer's cost and discretion will have the ability to print hard copies of any or all electronic reports.
- d. **Report approval** - The customer shall have up to sixty (60) days after a given report has been delivered or made available to the customer to notify RedZone in writing of any material errors or omissions on said reports. Reports will be deemed to be approved and accepted by the customer if written notification to the contrary is not provided to RedZone within this sixty (60) day period. Any changes after this date must be agreed upon between both parties and may result in additional charges to the customer.

Field related professional Services outlined in the proposal pertaining to ICOM software will be conducted in accordance with the following terms and conditions. These terms and conditions will apply in their entirety, unless portions of these terms and conditions are specified otherwise in the Special Terms and Conditions section of the agreement.

- a. **Paper maps** – Under circumstances where the customer does not have GIS data available for the partial or entire scope of inspection, the customer will at minimum provide paper maps which indicate the locations of the pipe and manhole assets. The maps need to be accurate enough to locate the assets with commercially reasonable efforts.
- b. **Configuration of work orders and forms in ICOM software** – On dates as communicated in the project plan, customer input will be sought in the configuration of work-orders, forms, and system-wide reports. RedZone provides standard work orders and forms and no professional services will be required if the Customer wishes to use these standards. If configuration or changes are requested, Customer can provide redline changes to the standard forms, and modifications will then be configured into ICOM using professional services hours.
- c. **ICOM Training** – On dates as communicated in the project plan, a set number of on-site and remote training sessions will be scheduled. If additional training is requested, this will be scheduled subject to availability of RedZone trainers and these additional training hours will be considered as professional services.
- d. **Asset Identification and Map Data** - The customer will retain ownership and custodianship of all mapping and GIS data, and RedZone will not directly modify the customer's maps. RedZone will make reasonable efforts to associate each report and all inspection results to an asset on the customer's map within the ICOM software. In cases where RedZone is unable to associate results to an asset on the customer's map, including cases where the customer's map is inaccurate and is missing the appropriate asset, RedZone will identify these discrepancies in a report.



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PROFESSIONAL SERVICES TERMS AND CONDITIONS

- 1. Professional Services** - RedZone will provide project management services, perform wastewater system inspections, collect and process inspection data, integrate or otherwise convert/process pre-existing, Client-provided inspection data for use with the Software Services, all as described on Exhibit A and subject to the terms and conditions set forth in this Agreement.
- 2. Client's Responsibilities** - Client shall provide all reasonable cooperation and assistance to RedZone in its performance of Services hereunder, including without limitation implementing the mutually agreed upon Project Plan prepared and agreed upon by the parties after execution of this Agreement. To the extent specific work is scheduled to occur at a specified location pursuant to the Project Plan, Client shall not cancel or delay such schedule without at least five (5) business days' prior written notice. If Client does not meet this notice requirement and cancels or delays scheduled services, then RedZone reserves the right to charge Client for downtime and associated costs and expenses on a time and materials basis, including without limitation modification of travel or lodging plans.
- 3. Client Provided Labor** - Client and RedZone mutually agree to waive all rights of subrogation against each other arising out of the work in this Agreement, except where Client or RedZone, its employees or agents have negligently participated in an activity or participated in an activity which is intentionally injurious to Client or RedZone, its employees or agents. Client and RedZone agree to comply with all local, state and federal regulations, including regulations governing issues pertaining to the environment, employee safety and health, public safety, and vehicular safety, such as those regulations enforced by the United States Occupational Safety and Health Administration, Environmental Protection Agency, Mine Safety and Health Administration and Department of Transportation. This includes all training of customer's employees and provision of suitable and safe equipment, as required by the applicable governmental regulations.
- 4. Pre-existing Conditions** - RedZone will not be responsible for liability, loss or expense (including damage caused by the backup of basement sewers) where the primary cause of the claim or damage is pre-existing conditions including faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of RedZone's work at the location in question. Client is responsible for loss of service equipment caused by the pre-existing conditions at the jobsite.
- 5. Environmental Conditions** - Client shall be responsible for any additional costs associated with the treatment, storage, disposal of any hazardous materials, at any time during or after the completion of this project.
- 6. Undisclosed and Paper Structures; Interpretation of Drawings** - RedZone assumes no liability for any errors or omissions in any drawings, maps, data or other information provided or required by Client, including any errors or omissions made by RedZone in interpreting such data and information. Client acknowledges that the presence of undisclosed or paper structures (failing to disclose the presence of a manhole that exists, or asserting a manhole exists when it does not) may compromise RedZone's ability to accurately present analysis of pipe conditions. Without limiting any other provision of this Agreement, Client further represents and warrants that it has provided to RedZone documentation describing the existing network and structures to the best of Client's ability. If undisclosed or paper structures are encountered or discovered during the course of work then RedZone will notify client during fieldwork or inspection and, except for the provisions set forth herein with respect to additional allowances for unknown manholes, RedZone shall apply the negotiated rates for Additional Services as set forth herein to Services provided in relation to such undisclosed or paper structures. This will apply to the upstream and downstream inspection, processing, and reporting and will also result in an extension of 10 days for the delivery of required report for the affected sewers.
- 7. Limit of duty to address errors and omission** - Client shall have SIXTY (60) days after a particular inspection report has been delivered or made available to Client to review the particular inspection report and notify RedZone of any found errors or omissions on such report. RedZone shall take such actions as are necessary to rectify any found errors or omissions within fourteen (14) days. Thereafter revisions of any errors or omissions shall be agreed upon between both parties and may result in additional charges.

GENERAL TERMS AND CONDITIONS OF SERVICE

8. Excusable Delay or Failure to Perform - RedZone will use commercially reasonable efforts to keep the Software Service available for Client's use and the use of its Authorized Users. Likewise, RedZone shall use commercially reasonable efforts to meet any mutually agreed upon time to complete Data Gathering/Inspection Services or Reporting Services as set forth herein or to otherwise perform Services. Notwithstanding anything to the contrary however, RedZone does not and will not be responsible for any loss or unavailability of the Software Service, delay, inability or other failure to provide Professional Services that results from Client's failure to make agreed upon resources available, arrange for work sites or access to sections of the wastewater system on an agreed upon schedule, delays in issuance of required permits or work authorizations not caused by RedZone's negligence or willful misconduct, failure to provide information required by RedZone to provide the Services, or provision of materially inaccurate or misleading information.

Neither party will be deemed in default of this Agreement as a result of a delay in performance or failure to perform its obligations caused by acts of God or governmental authority, strikes or labor disputes, fire, acts of war, failure of third party suppliers, or for any other cause beyond the control of that party. Notwithstanding the foregoing, Client shall not be excused from making any payments for work completed hereunder based upon the foregoing.

9. Term and Termination; Effect of Termination

(a) This Agreement shall become effective upon the Effective Date and continue for the Term as defined in Exhibit A.

(b) Either party may terminate this Agreement for a material breach of obligations hereunder by the other party; provided the terminating party provides the other party with at least thirty (30) days' prior written notice of its intent to terminate (which notice shall include a reasonably detailed description of the nature of the alleged breach) and the other party fails to cure such breach within such time period.

(c) With respect to any Authorized User, RedZone reserves the right, without notice, (i) to revoke any User Identity; (ii) to require Authorized User(s) to change User Identities; (iii) suspend or restrict connectivity between Client Software and the hosted Software Services and/or (iv) to deny, limit or terminate access to the Service or any portion thereof, whether for Service security purposes, or for violation of the terms and conditions of use referenced herein.

(d) The Village shall have the ability to terminate the Contract with thirty (30) days advance notice in its sole and absolute discretion. In the event of termination, RedZone shall be entitled to compensation for Work satisfactorily completed up until the point of termination.

(e) In addition to the effects of termination as set forth in Section 9 above, upon termination or expiration of this Agreement for any reason, (i) Client shall pay to RedZone all fees, costs and expenses due and payable for satisfactory Services provided prior the effective date of such termination or expiration; (ii) RedZone shall have no further obligation to provide Services to Client, except as expressly set forth in Section 12; and (iii) Client shall have no further right to access or receive Services hereunder, except as expressly set forth in Section 12.

(f) Notwithstanding the above, in the event of early termination or cancellation for any cause, no payment for services performed will be made until and unless any necessary reports and/or deliverables have been provided.

10. Title

(a) Ownership of Client Data Ownership of all Client Data shall remain with Client, provided that Client grants to RedZone the limited rights and licenses as set forth in Section 4 above. RedZone recommends that Client regularly backup Client Data via export using functionality available through the Service. Client acknowledges and agrees that RedZone shall have the right, but not the obligation, to delete some or all of the Client Data from RedZone equipment upon termination or expiration of this Agreement after all of the Client Data from RedZone is delivered to Client per Reporting Terms and Conditions c. above and Client acknowledges that, upon termination or expiration of this Agreement, RedZone shall have no further obligation to Client to preserve or store Client Data.

(b) RedZone Ownership Except for those rights and licenses expressly granted by RedZone to Client hereunder, RedZone does not grant any other express or implied right(s) to Client and/or any of its Authorized Users under any patent(s), copyright(s), trademark(s), or trade secret information through the Service. Accordingly, unauthorized use of any material contained on this Service may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. The contents of and all materials distributed in conjunction with the Service are copyright RedZone Robotics, Inc. and/or its affiliates or licensors, all rights reserved. RedZone also owns copyrights in the Service and the Client Software, each as a whole as well as in each component as collective works and/or compilations, and in the selection, coordination, arrangement, and enhancement of the Service's content. RedZone and all other names, logos, and icons identifying RedZone's products and services are proprietary marks of RedZone and its affiliates, and any use of such marks without the express written permission of RedZone is strictly prohibited. Other product and company names mentioned on this Service may be the marks of their respective owners.

11. Indemnification

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

(b) Notwithstanding anything to the contrary herein, the conditions of Client's use and application to Client's maintenance, budgeting or other decisions of output of the Services and other recommendations, advice and information (whether verbal or written) provided by RedZone hereunder, including criticality rating, (together, the "Recommendations") are beyond RedZone's control. Therefore, it is imperative that Client evaluate for itself all data, information and Recommendations provided by RedZone hereunder to determine to Client's own satisfaction whether such data, information, or Recommendations are suitable and appropriate for the specific circumstances and timing of Client's use of the Service and subsequent decision making. This analysis at least must include Client's own evaluation of the data, information and Recommendations in light of Client's own knowledge of its assets. RedZone may not be aware of all of the specific facts and circumstances of Client and its inventoried assets which could affect the appropriateness and/or regulatory compliance of Client's use or application of the data, information and Recommendations presented via the Service. RedZone is also not responsible for providing, or failing to provide, architectural, engineering or surveying professional services.

12. Confidentiality

(a) **Confidential Information** - As used in this Agreement, "Confidential Information" shall mean all information concerning or related to this Agreement (in the case of both the Client and RedZone), the Client Data (in the case of Client), (and in the case of RedZone) the Service, the Client Software, the RedZone tools, methodology and any other component or aspect of the Service, and the related technology, operations, or prospects of each party, regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form, and shall specifically include (a) all information regarding customers, suppliers, distributors, sales representatives, business partners, and licensees of each party, whether present or prospective, except for such information regarding such entities which may be disclosed by the owner of such information to the general public in the ordinary course of business, (b) all inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas, and know-how relating to the Service, and (c) all financial or business information regarding each party and its Affiliates; provided, that the Confidential Information shall not include (x) information which is or becomes generally known to the public through no act or omission by a party or its Affiliates and (y) information which has been or hereafter is lawfully obtained by a party from a source other than the other party or its Affiliates or their respective officers, directors, employees, equity holders, or agents, so long as, in the case of information obtained from a third party, such third party was or is not, directly or indirectly, subject to an obligation of confidentiality owed to the other party or any of its Affiliates or their respective officers, directors, employees, equity holders, or agents at the time such Confidential Information was or is disclosed to the other party. As used herein, an "Affiliate" of a party shall mean an entity which controls, is controlled by or is under common control with such party, and the term "control" shall mean, with respect to any entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

(b) **Nondisclosure of Confidential Information** - Except as otherwise permitted by subsection (c) and the right and license granted to RedZone under Section 4 hereof, and except as required by Client in accordance with any pertinent local 'Right to Know' public records obligations, each party agrees that it will not, without the prior written consent of the other party, disclose or use for its own benefit any Confidential Information of the other party. Nothing in This Agreement is intended to prevent Client from complying with any local, pertinent public records disclosure type laws including the Illinois Freedom of Information Act..

(c) **Permitted Disclosures** - Each of the parties shall be permitted to: (i) disclose Confidential Information of the other party to its officers, directors, employees, and agents, but only to the extent reasonably necessary in order for each party to perform its obligations hereunder, and each party shall take all such action as shall be necessary or desirable in order to ensure that each of such persons maintains the confidentiality of any Confidential Information that is so disclosed; (ii) disclose Confidential Information of the other party to the extent, but only to the extent, required by law; provided, that prior to making any disclosure pursuant to this subsection, the party required to make such disclosure (the "Disclosing Party") shall notify the other party (the "Affected Party") of the same, and the Affected Party shall have the right to participate with the Disclosing Party in determining the amount and type of Confidential Information of the Affected Party, if any, which must be disclosed in order to comply with applicable law; and (iii) use Confidential Information for purposes of a party performing its obligations and exercising its rights hereunder. Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by RedZone or its Affiliates in connection with any subpoena directed to RedZone or its Affiliates with respect to the Confidential Information of Client.

(d) **Equitable Relief** - Each party acknowledges and agrees that the other party would be irreparably damaged if the provisions of this Agreement relating to Confidential Information are not performed by each party in accordance with their specific terms or are otherwise breached. Accordingly, each party agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and shall have the right to specifically enforce this Agreement and the terms and provisions hereof in addition to any other remedy available at law or in equity.



13. General Provisions

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(a) Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the parties.

(b) All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export or use of the Service or performance of any Support Service (collectively, "Taxes"). Customer is responsible for, and if applicable, will reimburse RedZone within thirty (30) days of request for all such Taxes and any related penalties, except for taxes imposed on RedZone's income.

(c) No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

(d) Neither Party shall assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of other Party. Notwithstanding anything to the contrary set forth in this Agreement, Client shall have the right to sub-license access to the Services to sub-contractors to the extent necessary to enable or permit such sub-contractors to utilize the Service on Client's behalf to perform data processing services for Client's benefit.

(e) This is a non-exclusive agreement. Similar agreements may be entered into by either party with any other person.

(f) This Agreement shall be considered a contract governed by Illinois law and any disputes regarding this Agreement shall be heard by the state and federal courts of DuPage County, and each party consents to the exclusive jurisdiction of such courts. The Service is controlled and operated by RedZone from its offices within the United States. RedZone makes no representation that materials in the Service are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Service are illegal is prohibited. Those who choose to access this Service from other locations from their own volition and RedZone is not responsible for their compliance with applicable local laws.

(g) If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

(i) Upon execution of this Agreement, RedZone shall be entitled to (i) represent that Client is a customer of RedZone's products, including without limitation including Client's name and/or logo on RedZone's website; and (ii) issue a press release announcing this Subscription Agreement.

(j) Client hereby consents to the inclusion of Customer's name and marks in RedZone's marketing and publicity materials listing Client as a customer of RedZone and, upon RedZone's reasonable request, to serve as a reference for RedZone.

(k) To the extent that the language set forth in this Proposal conflicts with the terms and conditions of the Contract or other Contract Documents, the Contract and Contract Documents shall control.

SOFTWARE SERVICES TERMS AND CONDITIONS

RedZone Robotics, Inc.

91 43rd Street, Suite 250
Pittsburgh, PA 15201

Phone 412.476.8980
Fax 412.476.8981

www.redzone.com

1. Grant of Access to Software Services - RedZone hereby grants to Client and its Authorized Users access to the Software Services as described herein, through User Identities (defined below) for Client's internal purposes and Client accepts such access on a non-exclusive basis, subject to the terms and conditions set forth in this Agreement. Client's rights hereunder, and access to the Services, are non-assignable, non-transferable, and non-sublicensable.

(a) Client's access to the software is based on a yearly fee outlined in the Proposal attached. These fees will cover the hosting of the application, upgrades, bug fixes and both telephone and e-support. Increases to these annual fees will not exceed 10% for any renewal period. Access is automatically renewed, unless notified.

(b) The Single Year Maintenance Plan provides additional services beyond hosting including regular GIS updates, additional GIS edits for ESRI, custom work orders and forms, among others. The Maintenance Plan is not required for Client Access to the software, including hosting. The yearly fee for the Maintenance and Support Plan is **\$3,850**. This can be purchased at any time, with an existing ICOM instance.

(i) Requests for such additional services without a Maintenance Plan will be billed at a Professional Service Hourly rate of **\$150/hr**. If an additional service is requested, it is RedZone's responsibility to provide a written estimate and approval for this work prior to commencement of the work.

2. Obligations of Client

(a) Client has appointed an individual (or individuals) ("**Administrative User**") to serve as liaison between Client, Authorized Users and RedZone. Administrative Users are Client's duly authorized agents to act on behalf of Client on all matters related to the Software Service.

(b) Client shall have sole responsibility for deciding which of its employees, contractors, agents and sub-contractors ("**Authorized Users**") will be granted access rights to the Software Services to act on behalf of the Client to enter and access data in and through the Software Services. The Administrative User shall identify Client personnel to be provided access to the Software Services as Authorized Users by submitting requests through the Software Services ("**New User Registration Requests**"). RedZone shall be entitled to rely on New User Registration Requests, and the information submitted in connection therewith, submitted under the Administrative User's User Identity as the sole basis for determining Client's authorization in granting access to Authorized Users identified on such New User Registration Requests.

(c) The identity of Authorized Users will be verified by the use of user names together with a password, as created by the Administrative User or the Authorized User using the Software Services ("**User Identities**"). Client agrees that it is solely responsible for securing its User Identities and not sharing such User Identities with others. RedZone will assume that any person using the Software Services under a given User Identity is the individual associated with such User Identity in RedZone's records and will grant access to information and any other capabilities accordingly. Using, or permitting the use of, the Software Services under User Identities not actually assigned to a particular individual are prohibited.

(d) Client will be solely responsible for maintaining and updating its roster of Authorized Users, including without limitation, updating its roster of Authorized Users in response to changes in employment relationship with specific Authorized Users ("**Access Control Administration**"). Client will be responsible for ensuring that each Authorized User understands and agrees to the standards of conduct and use for the Software Services set forth herein before Administrative User's submission of a New User Registration Request on behalf of such individual.

(e) Client agrees that the Software Service will be used solely for the purposes and functions contemplated by this Agreement and shall refrain

from using the Software Service for any other purpose ("**Prohibited Conduct**"). "**Prohibited Conduct**" shall include, but is not limited to, accessing, tampering with or using areas of the Software Services or RedZone's computer systems that exceed the scope of Client's authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Software Services to transmit any unsolicited advertising; and the knowing transmission of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the Software Services or other computer network systems of RedZone as a result of access thereto by Client and its Authorized Users. Client shall be strictly liable to RedZone for, and shall hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by Client or its Authorized Users. RedZone agrees that it shall not transmit any unsolicited advertising; and the knowing transmission of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots or other malicious code or computer programming routines that may be introduced to the computer network systems of Client as a result of Client and its Authorized Users use of or access to RedZone's software. RedZone shall be strictly liable to Client for, and shall hold Client harmless from and against, any losses, claims or other damages it may incur as a result of prohibited conduct by RedZone or its employees or agents.

(f) Client agrees not to use the Software Service in a manner that results in excessive bandwidth or storage capacity usage. RedZone reserves the right, in its sole discretion, to determine whether and what action to take in response to any excess bandwidth or storage capacity usage, including without limitation temporary suspension or restriction of Software Services for Client and/or termination (after consultation with Client).

(g) Client represents warrants and covenants to RedZone that all data and other information provided to RedZone uploaded or input by or on behalf of Client or its Authorized Users to the Software Service:

- (i) Shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and
- (ii) Shall not knowingly violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

(h) RedZone represents warrants and covenants to Client that its Software:

- (i) Shall not infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; and
- (ii) Shall not knowingly violate any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination, or false advertising).

"**Intellectual Property Rights**" means any and all present or future tangible and intangible (i) rights associated with works of authorship, including but not limited to copyrights, moral rights, and mask-works, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms, and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

(i) Hardware, software and other equipment used by Client to access the Software Services must meet the minimum computing requirements and

other specifications as defined in RedZone's product literature, as RedZone may adjust from time to time.

(j) Client is responsible for all internet, communication, and other costs associated with the use of the Software Services.

3. Data Security Reviews - RedZone Robotics hereby represents and warrants that all data centers used in the provision of Software Services hereunder have been the subject to an annual SAS70 Type II audit with no material deficiencies in controls reported and will continue to be subject to an annual data security audit, whether under the SAS70 Type II standard or a reasonably similar successor to the SAS70 standard.

4. Data - Client shall hold all right, title and interest in and to (a) all data and information provided by Client to RedZone during the Term of this Agreement; and (b) all video data resulting from condition assessment and the formatted data table of the inspection results pertaining to Client and/or its wastewater system or other assets ("**Client Data**"); provided however Client hereby grants to RedZone the right to use Client Data for the purpose of performing RedZone services for Client under this Agreement, as well as internal research, if anonymized.

5. Technical Support - RedZone Robotics shall provide the following support services during the Term hereof ("Support Service"). Support Service includes program updates, fixes, security alerts, critical patch updates, general maintenance releases, selected functionality releases, and documentation updates. Technical support regarding the use of the Software Service will be available between the hours of 9:00 a.m. and 7:00 p.m., Eastern Time ("Normal Business Hours"), Monday through Friday, excluding United States federal holidays. Support will be available by telephone or e-mail via contact information that will be provided on request. RedZone shall use commercially reasonable efforts to respond to calls and requests for Technical Support received outside of Normal Business Hours on the next business day. Client acknowledges that technical support to be provided by RedZone is limited to the use of the Services and does not include "help desk" assistance or similar user or technical support to Client or its Authorized Users with regard to interactions between the Service and Client hardware and/or software. Client shall be solely responsible for all such support for the benefit of its Authorized Users. Although RedZone personnel may attempt to offer assistance with such interactions between the Service and Client hardware and/or software, such issues are beyond the scope of RedZone's obligations hereunder and any advice as to such interactions shall be offered at Client's sole risk and Client and its Authorized Users agree to defend and hold RedZone harmless from and against, any losses, claims or other damages it may incur as a result of any advice given by RedZone personnel regarding interactions between the Services and Client hardware and/or software.

6. Planned Maintenance - From time to time, RedZone and/or a third party-hosting provider (the "RedZone Host") will update the processing server(s) on which the Services reside. Client will be notified in advance of all outages due to planned maintenance.

CLIENT SOFTWARE LICENSE TERMS AND CONDITIONS

7. Client Software License - As part of the Software Services, RedZone will provide to Client and its Authorized Users, software downloadable through the Software Services for local installation (the "**Client Software**"). Such Client Software is owned by RedZone and/or its licensors and is licensed, not sold, to Client and its Authorized Users as follows. RedZone hereby grants to Client and its Authorized Users a time-limited, revocable, non-exclusive, non-transferable, non-sub-licensable right and license to

download, install, and use the Client Software on equipment owned by Client and/or its Authorized Users, solely for the purpose of downloading, storing, viewing, and interacting with Client Data and the hosted Software Services for Client's benefit. Except as expressly set forth herein, neither Client nor any of its Authorized Users acquire any licenses or other rights to any intellectual property of RedZone.

Client and its Authorized Users are entitled only to those rights with respect to the Client Software as are expressly granted by this Agreement. Any rights that are not expressly granted by this Agreement shall not be implied. Under no circumstance, and at no time, may Client or its Authorized Users: (a) copy, reproduce, or distribute the Client Software; (b) assign, sublicense, rent or lease or use in a service bureau capacity the Client Software; (c) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Client Software, or create derivative works from the Client Software; (d) reverse engineer, decompile, disassemble, modify, translate, or distribute the database(s) distributed and associated with the Client Software; (e) evaluate or use the Client Software for the purpose of competing with RedZone in any manner; or (f) facilitate the evaluation or use of the Client Software for the purpose of competing with RedZone in any manner.

8. Updates - RedZone will deliver updates, upgrades and modifications to the Client Software ("**Updates**") and associated local instance of Client Data database when an Authorized User logs into the hosted Software Services using the Client Software. Client shall be responsible for ensuring that each copy of Client Software hereunder is kept current through this connection mechanism and RedZone shall not be responsible for supporting any copy of the Client Software that has not been updated within the six (6) months immediately preceding a request for support.

9. Client Software License Term and Termination

(a) In the event RedZone terminates this Agreement for Client's material, uncured breach, the license in the Client Software shall terminate upon the termination or expiration of this Agreement.


(b) In the event Client terminates this Agreement for RedZone's material, uncured breach, Client shall have an additional sixty (60) day post-termination period to continue to use the Client Software in compliance with the license terms set forth in Section 7 above solely for the purpose of exporting or otherwise transitioning Client Data out of the Client Software prior to deletion. The Client Software shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client during this sixty (60) day post-termination period. At the end of this sixty (60) day post-termination period, the license in the Client Software shall terminate without any further action or notice.

(c) If at any point subsequent to the expiration of this initial full, completed Term, Client fails to pay such annual fees, Client Software used under this license shall not have any connectivity with the hosted Software Services and RedZone shall have no obligation to otherwise provide Support or Technical Support to Client or its Authorized Users using the Client Software under this post-termination license.

(d) Upon termination of the license in the Client Software pursuant to Sections 9(a) or 9(b) above, Client shall immediately remove all copies of the Client Software from equipment owned by Client or its Authorized Users using the uninstall functionality included with the Client Software.

(e) Upon request by RedZone, Client shall provide a written, signed certificate from an authorized individual certifying Client's compliance.

Village of Carol Stream
Interdepartmental Memorandum

DATE: November 5, 2019
TO: Robert Mellor, Village Manager
FROM: Jon Batek, Finance Director 
SUBJECT: 2019 Property Tax Levy – Final Steps

With the approval of the property tax resolution on October 21st, the remaining step in the process is a required public hearing on the proposed levy and final adoption of a tax levy ordinance, both of which are scheduled for the November 18th Village Board meeting.

The attached public hearing notice will be placed in the November 6th edition of the Examiner of Carol Stream. The exact wording to be used for the hearing notice is prescribed in statute and may not be modified.

Also attached is the proposed tax levy ordinance that has been reviewed by the Village Attorney. There are a few items related to the tax levy ordinance as well as some procedural items to note with respect to how a property tax would be handled within the context of the Village budget process.

1. The ordinance references that the property tax provides funding for our current year FY20 budget. This language is consistent with previous tax levies adopted on behalf of the Library. It is my understanding that a property tax cannot be levied without an approved appropriation or budget in place. While we know that levy receipts will not be received until next fiscal year FY21 (May 1, 2020 to April 30, 2021) technically we need to align the levy with the currently adopted budget. This is handled similarly by all May 1 fiscal year communities.

An alternative that may be explored in the future would be to consider changing the Village's fiscal year to a calendar year. Calendar year communities typically approve their budget in November or December, immediately followed by adoption of the tax levy, thereby aligning the levy with the budget. Additionally, the tax levy would typically be entertained at the end of the budget process (rather than at the beginning of the process as it presently exists under a May 1 fiscal year), after all other revenues have been projected. This may lend itself better to sizing the amount needed from the property tax. This can be discussed in greater detail if the Village Board would like to explore this option further.

2. In Section 1 of the ordinance, the amounts “to be raised from tax levy” are included in each of the main General Fund operating departments. First of all, the levy is identified as a General Fund revenue source which achieves the objective of introducing a stable and reliable revenue source to support operations. Secondly, the allocation of the proposed \$3.8 million levy is distributed among operating departments in proportion to budgeted salary expenses. When levying tax dollars for a specific purpose (Police, Public Works, etc.) we need to ensure that we are accountable that those levy proceeds are fully applied toward that specific purpose. We would not, for instance, levy dollars for “Special Events” as we all know that largely represents the Summer Concert Series which by design is not a tax supported activity.

As we intend to identify the property tax levy as a General Fund revenue, we are mindful that most of the discussion concerning the need for a property tax was centered around the challenges the General Fund has faced in producing sufficient surplus funds to support the Capital Improvement Program (CIP). Similarly, the determination of the minimum amount of property tax funding needed to fully support the 5 year CIP was set at \$3.1 million. As a result, staff is committed to preparing a 5 year CIP that is fully funded. To ensure that occurs, it is proposed that other non-property tax revenues in the General Fund be permanently reassigned to the Capital Improvement Fund.

As a preliminary example, I would propose we consider moving our three utility tax revenues to the Capital Improvement Fund. An early budget projection for these is shown below and achieves approximately \$3.1 million in funding annually:

<u>Revenue</u>	<u>Prelim. Budget</u>
Electricity Use Tax	\$1,850,000
Natural Gas Use Tax	575,000
Telecommunications Tax	687,000
Total	<u>\$3,112,000</u>

By reassigning other revenue sources to the Capital Projects Fund, this ensures a permanent revenue stream to fund the CIP, and also forces staff to maintain the General Fund within existing resources. Final recommendations will be proposed within the upcoming FY21 budget planning process.

Most of these concepts and ideas were presented in the August 19 Workshop: “Current Revenue Trends and Improving Long-Term Financial Security”. I would invite continued discussion and feedback from the Village Board as we begin planning for the upcoming 2020/21 budget year.

**NOTICE OF PROPOSED PROPERTY TAX
INCREASE FOR THE VILLAGE OF
CAROL STREAM, DUPAGE COUNTY, ILLINOIS**

- I. A public hearing to approve a proposed property tax levy increase for the Village of Carol Stream for 2019 will be held on November 18, 2019 at 7:30 p.m. at the Gregory J. Bielawski Municipal Center, 500 N. Gary Avenue, Carol Stream, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Robert Mellor, Village Manager, 500 N. Gary Avenue, Carol Stream, IL 60188, (630) 665-7050.

- II. The corporate and special purpose property taxes extended or abated for 2018 were \$3,713,520.54.

The proposed corporate and special purpose property taxes to be levied for 2019 are \$7,474,461.00. This represents a 101.3% increase over the previous year.

- III. The property taxes extended for debt service and public building commission leases for 2018 were \$0.00.

The estimated property taxes to be levied for debt service and public building commission leases for 2019 are \$0.00. This represents a 0.0% increase over the previous year.

- IV. The total property taxes extended or abated for 2018 were \$3,713,520.54.

The estimated total property taxes to be levied for 2019 are \$7,474,461.00. This represents a 101.3% increase over the previous year.

Ordinance No. _____

An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,474,461 for the Fiscal Year Beginning May 1, 2019 and Ending April 30, 2020, of the Village of Carol Stream, DuPage County, Illinois

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream (the Village), County of DuPage, State of Illinois, did on the 15th day of April, 2019, pass the Annual Budget for the Village of Carol Stream for the fiscal year beginning May 1, 2019 and ending April 30, 2020, the amount of which was ascertained to be the aggregate of \$54,313,774, and which said Annual Budget was duly considered and heard by public hearing on the 15th day of April, 2019, in accordance with the provisions of 65 ILCS §5/8-2-9.9; and

Whereas, the Board of Library Trustees of the Carol Stream Public Library on October 16, 2019 approved Resolution #288 entitled “2019 Request for Tax Levy”, and

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream, at an open meeting held on October 21, 2019, adopted Resolution No. 3113 to record the determination of the amounts of money estimated to be necessary to be raised by the property tax for the fiscal year beginning May 1, 2019 and ending April 30, 2020, upon the taxable property in the Village, such amount determined to be \$7,474,461 (\$3,800,000 Village, \$3,674,461 Library), which is an increase from the amount of property taxes extended upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, of \$3,760,940 or 101.3%, and

Whereas, a public hearing on the proposed tax levy was held on November 18, 2019 as required by the Truth in Taxation Act (35 ILCS 200/18-55;

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: The following sums, or so much thereof as may be authorized by law are hereby levied for general corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2019 and ending April 30, 2020 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>VILLAGE OF CAROL STREAM</u>		
General Corporate Fund		
Fire & Police Commission	\$ 36,311	\$ 0
Village Board & Clerk	151,123	0
Plan Commission & ZBA	5,400	0
Emergency Services	158,000	0
Legal Services	273,500	0
Administration	865,717	139,305
Human Resources	451,994	80,126
Financial Management	720,036	124,259
Engineering Services	1,388,189	229,138
Community Development	1,031,122	182,514
Information Technology	1,508,202	127,449
Police	16,809,037	2,490,392
Public Works – Streets	3,991,715	371,638
Municipal Building	474,059	55,179
Municipal Garage	0	0
Transfers and Agreements	566,700	0
Special Events	43,895	0
TOTAL VILLAGE LEVY	\$ 28,475,000	\$ 3,800,000

Section 2: The following sums, or so much thereof as may be authorized by law are hereby levied for library purposes for the Carol Stream Public Library for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2019 and ending April 30, 2020 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>CAROL STREAM PUBLIC LIBRARY FUND</u>		
<u>General Fund</u>		
Salaries	\$ 2,289,000	\$ 2,160,000
Plant Maintenance	146,500	138,000
Business Expense	133,400	126,000
Circulation	273,500	258,000
Services	119,000	112,000
Collection Development	342,600	323,000
Total General Corporate Fund Levy	\$ 3,304,000	\$ 3,117,000
<u>Capital Maintenance & Repair Expenditures</u>	5,182,030	-
Total Capital Maint. & Repair	\$ 5,182,030	\$ -
<u>FICA Fund</u>	155,000	140,000
Total FICA Levy	\$ 155,000	\$ 140,000
<u>IMRF Fund</u>	195,000	170,000
Total IMRF Levy	\$ 195,000	\$ 170,000
<u>Tort Immunity Insurance</u>	29,000	1,000
Total Tort Immunity Insurance	\$ 29,000	\$ 1,000
<u>Audit Fund</u>	12,000	12,000
Total Audit Levy	\$ 12,000	\$ 12,000

<u>Building Renovation Loan Fund</u>	234,461	234,461
Total Building Renovation Loan Fund	\$ 234,461	\$ 234,461
TOTAL LIBRARY LEVIES:	\$ 9,111,491	\$ 3,674,461

LIBRARY LEVY RECAP:

Of the foregoing Total Library Levies, taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by State Statute: \$3,351,461

Of the foregoing Total Library Levies, the amount to be levied for participation in the Federal **Social Security** Insurance Program as provided by Illinois Compiled Statutes, Chapter 40, Section 5/21-110 et seq., in addition to all other taxes is the sum of: \$140,000

Of the foregoing Total Library Levies, the amount to be levied for participation in the **Illinois Municipal Retirement Fund** as provided by Illinois Compiled Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of: \$170,000

Of the foregoing Total Library Levies, the amount to be levied for **Tort Immunity Insurance**, as provided in Illinois Compiled Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of: \$1,000

Of the foregoing Total Library Levies, the amount to be levied for the annual **audit** as provided in Illinois Compiled Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of: \$12,000

TOTAL LEVY FOR ALL LIBRARY FUNDS **\$3,674,461**

Section 3: The amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

Section 4: The total amount of \$7,474,461 ascertained as aforesaid, be hereby levied and assessed on all property subject to tax levy within the Village of Carol Stream according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

Section 5: It is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$7,474,461 which the Village of Carol Stream requires to be raised by tax levy for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

Section 6: It is hereby certified to the County Clerk of DuPage County, Illinois, that the Mayor and Board of Trustees, acting as the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), and the Mayor of said Village is hereby directed to file with the County Clerk of DuPage County, together with the certified copy of this tax levy ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, as required by law or by the said County Clerk.

Section 7: All ordinances and parts of ordinances conflicting with any provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 8: This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2019.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this _____ day of _____, 2019.

Mayor
Village of Carol Stream, Illinois

Attest:

Village Clerk of the
Village of Carol Stream, Illinois
(Published in pamphlet form and posted on the _____ day _____ of 2019.)

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Frank Saverino Sr., do hereby certify that I am the duly qualified and acting Mayor of the Village of Carol Stream, DuPage County, Illinois.

I do further certify that the Village of Carol Stream, DuPage County, Illinois, has complied and conformed with the requirements of the Truth in Taxation Act as applicable, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2019 Tax Levy Ordinance (Ordinance No. _____).

IN WITNESS WHEREOF, I hereunto affix my official signature at Carol Stream, Illinois, this _____ day of _____, 2019.

Mayor

(SEAL)

CERTIFICATION

I, Laura Czarnecki, duly elected Village Clerk of the Village of Carol Stream, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. _____, passed by the Board of Trustees of the Village of Carol Stream, Illinois, at the _____ Meeting of said Board held on the _____ day of _____, and that the same was signed and approved by the Mayor of said Village on the _____ day of _____.


I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Carol Stream, Illinois, this _____ day of _____.

Village Clerk

CORPORATE SEAL

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Bob Mellor, Village Manager
FROM: Caryl Rebholz, Human Resources Director 
DATE: November 11, 2019
RE: **Board of Fire & Police Rules and Regulations**

Attached are Chapters II and III of the Rules and Regulations of the Board of Fire & Police Commissioners as amended and approved by the Commission on November 5, 2019. The amendments incorporate recommendations prepared by staff as we begin to plan for our 2020 entry-level testing process.

A synopsis of the changes includes:

- Clarification in various sections that communications are processed through the Human Resources Department on behalf of the Board of Fire and Police Commission.
- In light of the legalization of recreational cannabis effective 1/1/20 in Illinois, the disqualification criteria is amended to the “illegal” use of cannabis.
- Further clarification regarding certain disqualifiers, including unsatisfactory character or employment references and previously failing various examinations.
- Provides more detail about the process as using oral boards as part of the testing process.

As is consistent with proper procedure, the Rules and Regulations as amended should be reviewed and approved by Ordinance (attached) by the Village Board.

These changes have been reviewed by counsel. Please let me know if you have any questions.

**RULES AND REGULATIONS OF THE
BOARD OF FIRE AND POLICE
COMMISSIONERS**

**VILLAGE OF CAROL STREAM
STATE OF ILLINOIS**

Adopted March 11, 2013
with amendments effective ~~May 14~~January 1, 20192020

CHAPTER II -- APPLICATIONS

Section 1. RESIDENCE REQUIREMENTS

All applicants for examination shall be citizens of the United States or aliens admitted for permanent residence or lawfully admitted for temporary residence and who produce evidence of intention to become a citizen of the United States. Applicants for examination must agree to become residents of the State of Illinois at the time of their appointment and further to reside within the area prescribed by the Village Board. The Board shall observe such residence requirements as established by Ordinance.

Section 2. AGE REQUIREMENTS

Unless otherwise provided, applicants for original appointments must be at least 21 years of age as of the date specified on the notice of examination.

All applicants for a position shall be under 35 years of age unless they qualify under one or more of the other age exemptions contained within State law. In addition, applicants may be under 21 years of age if they qualify for one of the exemptions under State law which allows persons of a younger age to make application. A veteran shall be allowed to exceed the maximum age provision of this Section by the number of years served on active military duty, but by no more than 10 years of active military duty.

Section 3. APPLICATION

The Board shall furnish application packets for positions on the Police Department. The packet shall contain information about the testing and selection process and the expected duration of the process.

Applications for the Police Department shall be filed on the forms furnished by the Board. All applications shall be typed or printed, signed by the Applicant and filed with the Village's Human Resources Department to be forwarded to the Board of Fire and Police Commissioners.~~Secretary of the Board.~~ Each Applicant shall be responsible for advising the Board of any changes in information disclosed upon the application. Failure to do so shall be cause for disqualification of the Applicant. New applications shall be filed for each examination. Applications of persons who fail to appear at the time and place specified for holding an examination, or who failed a previous examination, shall not be used in subsequent examinations.

Upon request, each Applicant shall furnish a copy of Military Services records and discharge records, if any, birth certificate, naturalization papers, high school diploma or G.E.D. certificate, a copy of any college degree and, if requested, a copy of a certified transcript of course work from an accredited college or university.

A false statement or omission made by an Applicant in an application, any connivance in any false statement made in any application or certificate or document or complicity in any fraud with respect to the same shall be cause for disqualification of the Applicant.

Section 4. DEFECTIVE APPLICATIONS

Applicants who submit defective or incomplete applications may be notified by the Board that they are required to provide additional information or otherwise correct the application, provided the applicant appears to be otherwise qualified for the position he or she seeks. However, the Board shall be under no obligation to identify any defective or incomplete application or to notify any Applicant of a defective or incomplete application.

Section 5. NOTICE OF ACCEPTANCE

The ~~Secretary~~ Human Resources Department on behalf of the Board of Fire and Police Commissioners will notify all applicants whose completed applications have been accepted by the Board to present themselves for orientation.

Section 6. NOTICES

Notices to Applicants of any matters involving the application process, testing or appointment may be made by regular mail or email. The Board shall not be responsible for the Applicant's receipt of any notice sent by regular mail or email. If any Applicant does not duly respond to the notice, the Applicant may be eliminated from further consideration.

Section 7. RIDE ALONG

Prior to hire, each Police Officer applicant shall be required to attend a minimum of one mandatory ride along with a current member of the Carol Stream Police Department.

Section 8. POLYGRAPH EXAMINATION

Any applicant for an original position or promotion with the Police Department of the Village of Carol Stream shall be required to submit to a Polygraph Device

Deceptive Test, at such time and place as the Board may, in writing, designate. Such test shall be given without expense to the applicant. Failure of the applicant to take or to cooperate in such test shall disqualify him/her from further consideration for appointment.

Section 9. MEDICAL AND PSYCHOLOGICAL EXAMINATIONS

Upon receiving a conditional offer of original employment or promotion, applicants shall be required to submit to a physical and medical examination by a licensed physician, who may be designated by the Board.

Each application for either an original position or for promotion may be required to submit to a psychological examination in conjunction with a medical examination by such psychologist as the Board may, in writing, designate. Such examination shall be without expense to the applicant. Failure of the applicant to take or pass such test shall eliminate him/her from further consideration.

Section 10. DISQUALIFICATION

- A. The following acts shall automatically disqualify any applicant from examination and consideration for appointment:
1. Sale of any illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes;
 2. The illegal usage of any prescription drug or legally obtainable substance that was not prescribed to you by a licensed physician or that is used in a manner for which it was not intended within the past three (3) years;
 3. The illegal usage of cannabis within the past three (3) years.
 4. Is found to have taken an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes, and not legally prescribed by a licensed physician within the last ten (10) years;
 5. Conviction of a felony or any misdemeanor involving moral turpitude as specified in Section 5/10-2.1-6 of the Board of Fire and Police Commissioners Act;
 6. Conviction of a misdemeanor crime of domestic violence, or for any other reason has lost, forfeited or been deprived of the lawful capacity to possess firearms or ammunition;

7. Conviction of a crime that requires registration under the Sex Offender Registration Act, 730 ILCS 150/1 et seq.;
 8. Entry as a gang member or associate in LEADS or similar law enforcement data system;
 9. Classification by the Selective Service as a conscientious objector;
 10. Dishonorable discharged from the military service; and
 11. Any deception or fraud or attempted deception or fraud in the application, supporting documents, examinations or other submissions to or dealings with the Board, the Department or the Village, any knowing receipt of test questions or answers prior to taking any examination, or any untruthful responses to questions during the application process.
- B. In addition to the automatic disqualifiers set forth above, at any stage of the application process, and to the extent permitted by statute and case law, the Board may refuse to examine, or after examination to certify or fully certify as eligible, any applicant who:
1. is found lacking in any of the established preliminary requirements for the service for which he or she applies, as set forth in the notice of position availability;
 2. is physically, mentally or medically unable to perform the essential core duties of the position for which he or she seeks appointment, as set forth in the notice of position of position availability;
 3. in the opinion of a license physician, has any physical, mental or medical condition or disorder that would create a safety risk to the Applicant or any Village employee or the general public, if the Applicant were hired as a police officer;
 4. is addicted to the habitual use of intoxicating beverages to the extent that performance may be diminished on the job;
 5. has been involved in any situation whether charged, convicted or not that would constitute a felony or any misdemeanor involving moral turpitude, under the Illinois Compiled Statutes;

6. has committed the offense of driving under the influence or has committed multiple misdemeanor traffic violations exhibiting a total lack of regard for traffic laws;
7. has been dismissed from any public service for a good cause;
8. omits material information in his application, supporting documents, or other submissions to the Board, the Department or the Village;
9. fails to cooperate in the application process, including but not limited to failure to provide full and complete information, to respond to any request for information, or to provide authorization in order to receive information or records from third parties;
10. has, in the opinion of the Board, unsatisfactory character and/or employment references;
11. has a work record which reveals excessive absences, repeated unexcused tardiness, unremediated misconduct, work performance problems, verified harassment of fellow employees or any pattern of inability to maintain employment,
12. has a consistent pattern of financial irresponsibility creating a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or moral character;
13. does not possess a valid driver's license;
14. has failed to appear for, or failed any examination or otherwise has not successfully completed any portion of the examination process;
15. has previously tested for the position of police officer or firefighter and has failed the polygraph, or background check;
~~or a psychological examination;~~
16. has not successfully completed the background examination, who has made admissions during the polygraph examination of criminal conduct or such other conduct that would otherwise disqualify Applicant or who has attempted to influence the results of the polygraph examination in any manner;
17. does not possess a valid high school diploma or its equivalent or lack of a grade point average of less than 2.0 in college or high school; or

18. in the reasonable opinion of the Board, is otherwise unqualified for service in the Police Department.

C. An applicant that has been disqualified or failed any phase of the application process will be notified, in writing within 30 days of such a decision by the Board. An Applicant may request in writing that the Board review its decision to disqualify by stating the reason(s) why such review is appropriate and providing any evidence that the decision should be reversed. The Board shall respond to such request within a reasonable period of time.

Section 11. TESTING IRREGULARITIES

If, based on the totality of the circumstances, the Board has a reasonable basis for believing that the results of any examination administered under Chapters III or IV below are erroneous, inaccurate or in any other way irregular, the Board may direct the applicant(s) in question to submit to a retaking of such test before an alternate examiner.

Section 12. BACKGROUND INVESTIGATION

The police department will conduct a background investigation. The background investigation may consist of a number of elements, including but not limited to verification of qualifying credentials, a background interview of the Applicant, verification of at least three personal references, and criminal, credit reference and employer investigations.

The police department will use trained personnel to collect the required background information.

Background information will be placed in the applicant's file and maintained by the Fire and Police Commission in accordance with this policy regarding the retention of records.

The Applicant shall provide a signed waiver for access to such records as may be required by the Board to conduct a thorough background investigation in order to determine the Applicant's eligibility for appointment.

CHAPTER III -- EXAMINATIONS -- ORIGINAL APPOINTMENTS

A. GENERAL PROCEDURES

All elements of the selection process for sworn personnel use only those rating criteria or minimum qualifications that are job related. The selection process incorporates only those components that have been documented as having validity, utility, and a minimum adverse impact. The selection process has a criteria-related validity. All written tests or materials administered by a private sector or vendor will meet the requirements of validity, utility and minimum adverse impact.

Section 1. EXAMINATIONS

The Board shall call for competitive examinations to establish eligibility lists. A call for such examination shall be entered in the minutes of the Board and shall include information pertaining to:

- (a) the time and place where such examination will be held;
- (b) the period for the Board's receipt of applications, which period shall be for at least a two-week period, and shall terminate a minimum of ten (10) days before the examination procedures begin;
- (c) the position to be filled from the resulting eligibility list.

Section 2. NOTICE OF EXAMINATIONS

Examinations for original appointment shall be advertised in a local newspaper in accordance with 5/10-2.1-13. Advertisements will include electronic media and postings. All announcements will include a description of duties, responsibilities, requisite skills, educational level, and other minimum requirements. Announcements should be posted at community service organizations and the Department should seek assistance from community leaders. All announcements will include an official deadline for the acceptance of applications.

Examinations may be postponed, however, by order of the Board, which order shall state the reason for such postponement and shall designate a new date for said

examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

Section 3. TYPES OF EXAMINATIONS

Applicants must attend the orientation program sponsored by the Board.

Applicants will then be required to undergo various tests, including examinations, written and oral. The subject matter for examinations shall be such as will fairly test the capacity of the applicant to discharge the duties of the position to which the Applicant seeks appointment. No examination shall contain questions regarding the Applicant's political or religious opinions or affiliations.

The ~~Employee Relations~~Human Resources Department will maintain contact with all applicants from initial application to final employment disposition.

Section 4. ORDER OF EXAMINATIONS

Examinations will be held as prescribed by the Board. Failure to pass any test graded on a "pass/fail" basis shall disqualify the applicant from any further participation. Each weighted component of the examination process shall be based upon a scale of 1 to 100. An applicant must achieve at least a minimum passing score on the physical ability and written examinations which shall be established with the testing agency employed by the Board and announced at the mandatory orientation meeting prior to the beginning of the testing process. The nature of the testing process examinations and related scoring are:

<u>Examination</u>	<u>Weight</u>	<u>Passing Grade</u>
written examination	80%	minimum passing score set at orientation meeting
oral boards	20%	minimum <u>minimum</u> passing score set at orientation meeting
polygraph examination*		pass./fail
credit, moral, and other background investigation		pass/fail
oral interview by Board		pass/fail
physical agility test**		pass/fail
psychological examination /		pass/fail

medical examination***

*further investigation of all polygraph examination results will be performed.

**passing of physical agility test for academy attendance as required by State law & academy attendance.

*** administered after a conditional offer of employment is made.

All elements of the testing process shall be administered, scored, evaluated, and interpreted in a uniform manner.

B. WRITTEN EXAMINATION

Section 1. NATURE OF EXAMINATION

The material used in these examinations shall be of such a nature as to adequately assess the Applicant's aptitude to assimilate training as a Police Officer.

Section 2. FINALITY

All examination papers shall be and become the property of the Board and the grading thereof by the Board shall be final and conclusive. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

C. ELIGIBILITY REGISTER

Section 1. PLACEMENT ON REGISTER

The Board shall prepare and keep a register of persons whose combined score on the written examination/oral board is not less than the minimum fixed by these rules, and who are otherwise eligible. These persons shall take rank upon the register as Applicants in the order of their relative excellence as determined by the written examination without reference to priority of time of examination.

Section 2. POSTING OF PRELIMINARY REGISTER; PREFERENCES

Within 20 days after the written examination, a preliminary eligibility list shall be posted by the Commissioners, which shall show the final grades of the Applicants and be subject to the claims for preference points as provided hereunder. Applicants who are eligible for veteran, educational, or law enforcement certification preference points must make a claim in writing with proof thereof within 10 days after the date of the preliminary eligibility list or such claim will be waived. No Applicant will be eligible

to receive more than 5 preference points in total. It is the intent of these rules that the preference points to be awarded comply, from time-to-time, with the requirements of the State statutes. If there is a difference between the preference points set out below and those specified within State statutes, the latter shall apply.

(1) Veteran's Preference Points.

Applicants who have served in the active military or naval service of the United States for a period of at least one year and who were honorably discharged therefrom, or who are or may hereafter be on inactive or reserve duty in such military or naval service, shall be eligible for five (5) preference points pursuant to 65 ILCS 5/10-2.1-8. For purposes of this Section, if a person has been deployed, then "active military or naval service of the United States includes training and service school attendance, as defined in 10 USC 101(d), which is ordered pursuant to 10 USC 12301(d).

(2) Prior Service Preference Points.

Applicants who either (i) have been employed by the Village as Community Service Technicians, or (ii) possess a certificate of Basic Law Enforcement Training Course as provided in the Illinois Police Training Act shall be eligible for preference points as follows:

- i. Applicants with at least two (2) years' employment by the Village as a Community Service Technician, or certified and having at least two (2) years employment as a full-time sworn peace officer are eligible for five (5) points at the time of examination for original appointment to the Police Department.
- ii. Applicants with experience of up to two (2) years' employment by the Village as a Community Service Technician, or certified and having zero (0) to two (2) years employment as a full-time sworn peace officer are eligible for three (3) points at the time of examination for original appointment to the Police Department.

(3) Education Preference Points.

Applicants who possess a Bachelor's Degree in any academic discipline at the time of their application for employment with the Department shall be eligible for five (5) preference points. Applicants who hold a valid Associate's Degree in law enforcement or criminal justice at the time of their application for

employment with the Department shall be eligible for three (3) preference points.

Section 3. FINAL ELIGIBILITY ROSTER

The Board shall prepare a “Final Eligibility Roster” which shall include claimed preference points. Appointment shall be subject to a final polygraph examination, psychological, background investigation, oral interview, and physical examination as provided by these rules. Eligibility lists will be in effect for no more than three (3) years.

Applicants shall be appointed from the eligibility list in descending order. Notwithstanding anything to the contrary contained in these rules and regulations, the Board may, in its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of a minimum standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants.

D. POLYGRAPH EXAMINATION

Applicants, on notification of a pending vacancy, shall submit themselves for a polygraph examination as provided by these rules at such time and place as the Board may in writing designate.

The polygraph examiner will review the questions with the Applicant prior to the actual examination. The polygraph examiner will be a licensed polygraph examiner designated by the Board.

If the Applicant fails the polygraph test (deception was detected by the examiner), the Applicant may be disqualified. The results of the polygraph examination, whether truthful statements were made, or deception was detected, will be investigated during the background phase of the testing process, and then reviewed by the Board for determination.

E. ORAL EXAMINATION BY BOARD

Section 1. ATTENDANCE OF BOARD MEMBERS

No less than two (2) Commissioners shall conduct the Oral Examination. Questions may be asked by the Commissioners or persons selected by the Commissioners. The same Commissioners shall not be required to interview each applicant.

Section 2. SUBJECT OF EXAMINATION

Questions shall be asked of the Applicant that will enable the Commissioners to properly evaluate and grade the Applicant on voice and speech, appearance, alertness, ability to present ideas, judgment, emotional stability, self confidence, friendliness and personal fitness for the position.

Section 3. COMMISSIONERS' DECISION

On completion of each oral interview, the Commissioners will discuss the Applicant's ability using the traits listed in Section 2 above. Each Commissioner will then grade the Applicant on a pass/fail basis. The Commissioners will determine the pass/fail status of each Applicant. Applicants who fail are automatically eliminated from all further consideration.

F. CREDIT AND MORAL EXAMINATION

The Board may conduct an investigation of the applicant's character and fitness. The Board may cause the conduct of an investigation of the financial history of the applicant with a view toward determining whether the applicant's prior use or abuse of credit or questionable financial dealing or special financial dependency create a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or financial responsibility. The applicant shall furnish all information requested to assist the Board in conducting this investigation including but not limited to fingerprints, financial and credit records.

G. MEDICAL EXAMINATION

An Applicant, upon notification of a conditional offer of employment, shall submit himself for a complete medical examination by a licensed physician designated by the Board. Failure to pass this examination shall eliminate the Applicant from the "Eligible Register" and any further consideration.

H. PSYCHOLOGICAL EXAMINATION

Upon notification of a condition offer of employment, an Applicant shall submit himself for Psychological Examination by a licensed psychologist designated by the Board. . Failure of the Applicant to take or successfully complete such test shall disqualify the Applicant to enter upon the duties of the office for which the application for examination was filed. A Applicant shall be considered to have failed the polygraph examination if the Board finds that the Applicant has (1) admitted during the pre-test interview any wrongdoing or the commission of any act that would otherwise disqualify the Applicant from appointment; (2) admitted during the pre-test interview any wrongdoing or act that was not admitted in the

applicant's application and would disqualify the Applicant from appointment; (3) admitted wrongdoing during the course of the polygraph test that was not admitted during the pre-test interview; (4) answered questions during the course of the polygraph test in a manner that the Board determines to be indicative of deception.

I. DRUG SCREENING

Any Applicant for original appointment shall be required to pass a drug screening test to establish the Applicant's fitness to perform the duties of police officer. Failure to pass the drug screening shall disqualify the Applicant from further consideration.

J. EFFECT OF WAIVER OF APPOINTMENT

Any person whose name appears on an Eligibility Register for original appointment compiled under this Chapter III, but who declines original appointment, shall be removed from the Eligible Register and shall not be considered further. Any person whose name appears on an Eligibility Register for promotional appointment compiled under Chapter IV below may decline appointment one time. Any person so declining a promotional appointment is required to notify the Board in writing within five (5) days from the time appointment is offered. In the event a person declines a promotional appointment for a second time, the Board, in its discretion, may strike the name of such Applicant from the Eligibility Register.

K. PROBATION

Original appointees shall be on probation for a period of twenty-five (25) months. The probationary period shall be extended by adding to the 25 month period any time that the probationer receives as an authorized leave. A probationary member may be discharged by the Chief of Police. The Chief shall notify the Board of the discharge. The discharge procedures set forth in Chapter VI shall not be applicable to probationary members.

Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course, as mandated by the State of Illinois.

L. RELEASE OF LIABILITY

All Applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the Village of Carol Stream on a form to be prescribed by the Board.

M.

RECORDS

The Fire and Police Commission will maintain records of all Applicants within the ~~Employee Relations~~ Human Resources Department. The files will be kept in a secure area. Access to the files is restricted to those persons legally entitled to view the records. These records will be maintained ~~indefinitely~~ for such period as required by law.

Companies contracted to administer tests will maintain all testing materials and answer templates in a secure area at their facility.

A report of the results of the medical, polygraph and psychological examinations will be kept within the file records of the Applicant within the ~~Employee Relations~~ Human Resources Department. The examination provider will keep a detailed record of these exams.

ORDINANCE NO. _____

**ORDINANCE ADOPTING RULES AND REGULATIONS OF THE
BOARD OF FIRE AND POLICE COMMISSIONERS**

WHEREAS, the Village of Carol Stream is a home rule unit by virtue of the Illinois Constitution of 1970; and

WHEREAS, in accordance with the Illinois Constitution of 1970, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, in accordance with the provisions of Section 3-2-8 of the Carol Stream Code of Ordinances, the Board of Fire and Police Commissioners of the Village of Carol Stream has adopted amendments to Chapter II, "Applications", and Chapter III, "Examinations-Original Appointments" of its Rules and Regulations; and

WHEREAS, in furtherance of its home rule powers the Mayor and Board of Trustees hereby find and determine that it is in the best interest of the people of the Village of Carol Stream to authorize and approve the amendments to the Rules and Regulations for the operation of the Board of Fire and Police Commissioners, as adopted by the Board of Fire and Police Commissioners, and as attached hereto.

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

Section 1. The amendments to Chapters II, "Applications", and Chapter III "Examinations-Original Appointments" of the Rules and Regulations of the Board of Fire and Police Commissioners, in the form attached hereto and incorporated herein, are hereby approved and adopted.

Section 2. If any provision of the Rules and Regulations hereby adopted is inconsistent with any provision of 65 ILCS 5/10-2.1-17, or any other provision of Illinois law over which the Village may exercise its home rule authority, then such provision of State law shall be inapplicable to the extent it is inconsistent with these Rules and Regulations, and the Rules and Regulations shall govern.

Section 3. This ordinance shall be in full force and effect beginning with the Police Officer hiring process in 2020 and shall be published in pamphlet form in accordance with the law and noticed by a summary publication in one or more newspapers published in the municipality.

PASSED AND APPROVED THIS 18th DAY OF NOVEMBER 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Mayor

ATTEST:

Laura Czarnecki, Village Clerk

**RULES AND REGULATIONS OF THE
BOARD OF FIRE AND POLICE
COMMISSIONERS**

**VILLAGE OF CAROL STREAM
STATE OF ILLINOIS**

Adopted March 11, 2013
with amendments effective January 1, 2020

CHAPTER II -- APPLICATIONS

Section 1. RESIDENCE REQUIREMENTS

All applicants for examination shall be citizens of the United States or aliens admitted for permanent residence or lawfully admitted for temporary residence and who produce evidence of intention to become a citizen of the United States. Applicants for examination must agree to become residents of the State of Illinois at the time of their appointment and further to reside within the area prescribed by the Village Board. The Board shall observe such residence requirements as established by Ordinance.

Section 2. AGE REQUIREMENTS

Unless otherwise provided, applicants for original appointments must be at least 21 years of age as of the date specified on the notice of examination.

All applicants for a position shall be under 35 years of age unless they qualify under one or more of the other age exemptions contained within State law. In addition, applicants may be under 21 years of age if they qualify for one of the exemptions under State law which allows persons of a younger age to make application. A veteran shall be allowed to exceed the maximum age provision of this Section by the number of years served on active military duty, but by no more than 10 years of active military duty.

Section 3. APPLICATION

The Board shall furnish application packets for positions on the Police Department. The packet shall contain information about the testing and selection process and the expected duration of the process.

Applications for the Police Department shall be filed on the forms furnished by the Board. All applications shall be typed or printed, signed by the Applicant and filed with the Village's Human Resources Department to be forwarded to the Board of Fire and Police Commissioners. Each Applicant shall be responsible for advising the Board of any changes in information disclosed upon the application. Failure to do so shall be cause for disqualification of the Applicant. New applications shall be filed for each examination. Applications of persons who fail to appear at the time and place specified for holding an examination, or who failed a previous examination, shall not be used in subsequent examinations.

Upon request, each Applicant shall furnish a copy of Military Services records and discharge records, if any, birth certificate, naturalization papers, high school diploma or G.E.D. certificate, a copy of any college degree and, if requested, a copy of a certified transcript of course work from an accredited college or university.

A false statement or omission made by an Applicant in an application, any connivance in any false statement made in any application or certificate or document or complicity in any fraud with respect to the same shall be cause for disqualification of the Applicant.

Section 4. DEFECTIVE APPLICATIONS

Applicants who submit defective or incomplete applications may be notified by the Board that they are required to provide additional information or otherwise correct the application, provided the applicant appears to be otherwise qualified for the position he or she seeks. However, the Board shall be under no obligation to identify any defective or incomplete application or to notify any Applicant of a defective or incomplete application.

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The Human Resources Department on behalf of the Board of Fire and Police Commissioners will notify all applicants whose completed applications have been accepted by the Board to present themselves for orientation.

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Any applicant for an original position or promotion with the Police Department of the Village of Carol Stream shall be required to submit to a Polygraph Device

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 3. The illegal usage of cannabis within the past three (3) years.
 4. Is found to have taken an illegal drug identified as a Schedule I, II or III controlled substance in the Illinois Compiled Statutes, and not legally prescribed by a licensed physician within the last ten (10) years;
 5. Conviction of a felony or any misdemeanor involving moral turpitude as specified in Section 5/10-2.1-6 of the Board of Fire and Police Commissioners Act;
 6. Conviction of a misdemeanor crime of domestic violence, or for any other reason has lost, forfeited or been deprived of the lawful capacity to possess firearms or ammunition;

7. Conviction of a crime that requires registration under the Sex Offender Registration Act, 730 ILCS 150/1 et seq.;
 8. Entry as a gang member or associate in LEADS or similar law enforcement data system;
 9. Classification by the Selective Service as a conscientious objector;
 10. Dishonorable discharged from the military service; and
 11. Any deception or fraud or attempted deception or fraud in the application, supporting documents, examinations or other submissions to or dealings with the Board, the Department or the Village, any knowing receipt of test questions or answers prior to taking any examination, or any untruthful responses to questions during the application process.
- B. In addition to the automatic disqualifiers set forth above, at any stage of the application process, and to the extent permitted by statute and case law, the Board may refuse to examine, or after examination to certify or fully certify as eligible, any applicant who:
1. is found lacking in any of the established preliminary requirements for the service for which he or she applies, as set forth in the notice of position availability;
 2. is physically, mentally or medically unable to perform the essential core duties of the position for which he or she seeks appointment, as set forth in the notice of position of position availability;
 3. in the opinion of a license physician, has any physical, mental or medical condition or disorder that would create a safety risk to the Applicant or any Village employee or the general public, if the Applicant were hired as a police officer;
 4. is addicted to the habitual use of intoxicating beverages to the extent that performance may be diminished on the job;
 5. has been involved in any situation whether charged, convicted or not that would constitute a felony or any misdemeanor involving moral turpitude, under the Illinois Compiled Statutes;

6. has committed the offense of driving under the influence or has committed multiple misdemeanor traffic violations exhibiting a total lack of regard for traffic laws;
7. has been dismissed from any public service for a good cause;
8. omits material information in his application, supporting documents, or other submissions to the Board, the Department or the Village;
9. fails to cooperate in the application process, including but not limited to failure to provide full and complete information, to respond to any request for information, or to provide authorization in order to receive information or records from third parties;
10. has, in the opinion of the Board, unsatisfactory character and/or employment references;
11. has a work record which reveals excessive absences, repeated unexcused tardiness, unremediated misconduct, work performance problems, verified harassment of fellow employees or any pattern of inability to maintain employment,
12. has a consistent pattern of financial irresponsibility creating a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or moral character;
13. does not possess a valid driver's license;
14. has failed to appear for, or failed any examination or otherwise has not successfully completed any portion of the examination process;
15. has previously tested for the position of police officer or firefighter and has failed the polygraph, or background check;
16. has not successfully completed the background examination, who has made admissions during the polygraph examination of criminal conduct or such other conduct that would otherwise disqualify Applicant or who has attempted to influence the results of the polygraph examination in any manner;
17. does not possess a valid high school diploma or its equivalent or lack of a grade point average of less than 2.0 in college or high school; or

18. in the reasonable opinion of the Board, is otherwise unqualified for service in the Police Department.

C. An applicant that has been disqualified or failed any phase of the application process will be notified, in writing within 30 days of such a decision by the Board. An Applicant may request in writing that the Board review its decision to disqualify by stating the reason(s) why such review is appropriate and providing any evidence that the decision should be reversed. The Board shall respond to such request within a reasonable period of time.

Section 11. TESTING IRREGULARITIES

If, based on the totality of the circumstances, the Board has a reasonable basis for believing that the results of any examination administered under Chapters III or IV below are erroneous, inaccurate or in any other way irregular, the Board may direct the applicant(s) in question to submit to a retaking of such test before an alternate examiner.

Section 12. BACKGROUND INVESTIGATION

The police department will conduct a background investigation. The background investigation may consist of a number of elements, including but not limited to verification of qualifying credentials, a background interview of the Applicant, verification of at least three personal references, and criminal, credit reference and employer investigations.

The police department will use trained personnel to collect the required background information.

Background information will be placed in the applicant's file and maintained by the Fire and Police Commission in accordance with this policy regarding the retention of records.

The Applicant shall provide a signed waiver for access to such records as may be required by the Board to conduct a thorough background investigation in order to determine the Applicant's eligibility for appointment.

CHAPTER III -- EXAMINATIONS -- ORIGINAL APPOINTMENTS

A. GENERAL PROCEDURES

All elements of the selection process for sworn personnel use only those rating criteria or minimum qualifications that are job related. The selection process incorporates only those components that have been documented as having validity, utility, and a minimum adverse impact. The selection process has a criteria-related validity. All written tests or materials administered by a private sector or vendor will meet the requirements of validity, utility and minimum adverse impact.

Section 1. EXAMINATIONS

The Board shall call for competitive examinations to establish eligibility lists. A call for such examination shall be entered in the minutes of the Board and shall include information pertaining to:

- (a) the time and place where such examination will be held;
- (b) the period for the Board's receipt of applications, which period shall be for at least a two-week period, and shall terminate a minimum of ten (10) days before the examination procedures begin;
- (c) the position to be filled from the resulting eligibility list.

Section 2. NOTICE OF EXAMINATIONS

Examinations for original appointment shall be advertised in a local newspaper in accordance with 5/10-2.1-13. Advertisements will include electronic media and postings. All announcements will include a description of duties, responsibilities, requisite skills, educational level, and other minimum requirements. Announcements should be posted at community service organizations and the Department should seek assistance from community leaders. All announcements will include an official deadline for the acceptance of applications.

Examinations may be postponed, however, by order of the Board, which order shall state the reason for such postponement and shall designate a new date for said

examination. Applicants shall be notified of the postponement of any examination and of the new date fixed for said examination.

Section 3. TYPES OF EXAMINATIONS

Applicants must attend the orientation program sponsored by the Board.

Applicants will then be required to undergo various tests, including examinations, written and oral. The subject matter for examinations shall be such as will fairly test the capacity of the applicant to discharge the duties of the position to which the Applicant seeks appointment. No examination shall contain questions regarding the Applicant's political or religious opinions or affiliations.

The Human Resources Department will maintain contact with all applicants from initial application to final employment disposition.

Section 4. ORDER OF EXAMINATIONS

Examinations will be held as prescribed by the Board. Failure to pass any test graded on a "pass/fail" basis shall disqualify the applicant from any further participation. Each weighted component of the examination process shall be based upon a scale of 1 to 100. An applicant must achieve at least a minimum passing score on the physical ability and written examinations which shall be established with the testing agency employed by the Board and announced at the mandatory orientation meeting prior to the beginning of the testing process. The nature of the testing process examinations and related scoring are:

<u>Examination</u>	<u>Weight</u>	<u>Passing Grade</u>
written examination	80%	minimum passing score set at orientation meeting
oral boards	20%	minimum passing score set at orientation meeting
polygraph examination*		pass./fail
credit, moral, and other background investigation		pass/fail
oral interview by Board		pass/fail
physical agility test**		pass/fail
psychological examination / medical examination***		pass/fail

*further investigation of all polygraph examination results will be performed.

**passing of physical agility test for academy attendance as required by State law & academy attendance.

*** administered after a conditional offer of employment is made.

All elements of the testing process shall be administered, scored, evaluated, and interpreted in a uniform manner.

B. WRITTEN EXAMINATION

Section 1. NATURE OF EXAMINATION

The material used in these examinations shall be of such a nature as to adequately assess the Applicant's aptitude to assimilate training as a Police Officer.

Section 2. FINALITY

All examination papers shall be and become the property of the Board and the grading thereof by the Board shall be final and conclusive. Applicants who fail to achieve a passing grade will be notified and eliminated from all further consideration.

C. ELIGIBILITY REGISTER

Section 1. PLACEMENT ON REGISTER

The Board shall prepare and keep a register of persons whose combined score on the written examination/oral board is not less than the minimum fixed by these rules, and who are otherwise eligible. These persons shall take rank upon the register as Applicants in the order of their relative excellence as determined by the written examination without reference to priority of time of examination.

Section 2. POSTING OF PRELIMINARY REGISTER; PREFERENCES

Within 20 days after the written examination, a preliminary eligibility list shall be posted by the Commissioners, which shall show the final grades of the Applicants and be subject to the claims for preference points as provided hereunder. Applicants who are eligible for veteran, educational, or law enforcement certification preference points must make a claim in writing with proof thereof within 10 days after the date of the preliminary eligibility list or such claim will be waived. No Applicant will be eligible to receive more than 5 preference points in total. It is the intent of these rules that the

preference points to be awarded comply, from time-to-time, with the requirements of the State statutes. If there is a difference between the preference points set out below and those specified within State statutes, the latter shall apply.

(1). Veteran's Preference Points.

Applicants who have served in the active military or naval service of the United States for a period of at least one year and who were honorably discharged therefrom, or who are or may hereafter be on inactive or reserve duty in such military or naval service, shall be eligible for five (5) preference points pursuant to 65 ILCS 5/10-2.1-8. For purposes of this Section, if a person has been deployed, then "active military or naval service of the United States includes training and service school attendance, as defined in 10 USC 101(d), which is ordered pursuant to 10 USC 12301(d).

(2) Prior Service Preference Points.

Applicants who either (i) have been employed by the Village as Community Service Technicians, or (ii) possess a certificate of Basic Law Enforcement Training Course as provided in the Illinois Police Training Act shall be eligible for preference points as follows:

- i. Applicants with at least two (2) years' employment by the Village as a Community Service Technician, or certified and having at least two (2) years employment as a full-time sworn peace officer are eligible for five (5) points at the time of examination for original appointment to the Police Department.
- ii. Applicants with experience of up to two (2) years' employment by the Village as a Community Service Technician, or certified and having zero (0) to two (2) years employment as a full-time sworn peace officer are eligible for three (3) points at the time of examination for original appointment to the Police Department.

(3) Education Preference Points.

Applicants who possess a Bachelor's Degree in any academic discipline at the time of their application for employment with the Department shall be eligible for five (5) preference points. Applicants who hold a valid Associate's Degree in law enforcement or criminal justice at the time of their application for

employment with the Department shall be eligible for three (3) preference points.

Section 3. FINAL ELIGIBILITY ROSTER

The Board shall prepare a “Final Eligibility Roster” which shall include claimed preference points. Appointment shall be subject to a final polygraph examination, psychological, background investigation, oral interview, and physical examination as provided by these rules. Eligibility lists will be in effect for no more than three (3) years.

Applicants shall be appointed from the eligibility list in descending order. Notwithstanding anything to the contrary contained in these rules and regulations, the Board may, in its discretion, choose to appoint an applicant who has been awarded a certificate attesting to his or her successful completion of a minimum standards Basic Law Enforcement Training Course, as provided in the Illinois Police Training Act, ahead of non-certified applicants.

D. POLYGRAPH EXAMINATION

Applicants, on notification of a pending vacancy, shall submit themselves for a polygraph examination as provided by these rules at such time and place as the Board may in writing designate.

The polygraph examiner will review the questions with the Applicant prior to the actual examination. The polygraph examiner will be a licensed polygraph examiner designated by the Board.

If the Applicant fails the polygraph test (deception was detected by the examiner), the Applicant may be disqualified. The results of the polygraph examination, whether truthful statements were made, or deception was detected, will be investigated during the background phase of the testing process, and then reviewed by the Board for determination.

E. ORAL EXAMINATION BY BOARD

Section 1. ATTENDANCE OF BOARD MEMBERS

No less than two (2) Commissioners shall conduct the Oral Examination. Questions may be asked by the Commissioners or persons selected by the Commissioners. The same Commissioners shall not be required to interview each applicant.

Section 2. SUBJECT OF EXAMINATION

Questions shall be asked of the Applicant that will enable the Commissioners to properly evaluate and grade the Applicant on voice and speech, appearance, alertness, ability to present ideas, judgment, emotional stability, self confidence, friendliness and personal fitness for the position.

Section 3. COMMISSIONERS' DECISION

On completion of each oral interview, the Commissioners will discuss the Applicant's ability using the traits listed in Section 2 above. Each Commissioner will then grade the Applicant on a pass/fail basis. The Commissioners will determine the pass/fail status of each Applicant. Applicants who fail are automatically eliminated from all further consideration.

F. CREDIT AND MORAL EXAMINATION

The Board may conduct an investigation of the applicant's character and fitness The Board may cause the conduct of an investigation of the financial history of the applicant with a view toward determining whether the applicant's prior use or abuse of credit or questionable financial dealing or special financial dependency create a reasonable doubt as to the Applicant's ethics, stability, trustworthiness, honesty or financial responsibility. The applicant shall furnish all information requested to assist the Board in conducting this investigation including but not limited to fingerprints, financial and credit records.

G. MEDICAL EXAMINATION

An Applicant, upon notification of a conditional offer of employment, shall submit himself for a complete medical examination by a licensed physician designated by the Board. Failure to pass this examination shall eliminate the Applicant from the "Eligible Register" and any further consideration.

H. PSYCHOLOGICAL EXAMINATION

Upon notification of a condition offer of employment, an Applicant shall submit himself for Psychological Examination by a licensed psychologist designated by the Board. . Failure of the Applicant to take or successfully complete such test shall disqualify the Applicant to enter upon the duties of the office for which the application for examination was filed. A Applicant shall be considered to have failed the polygraph examination if the Board finds that the Applicant has (1) admitted during the pre-test interview any wrongdoing or the commission of any

act that would otherwise disqualify the Applicant from appointment; (2) admitted during the pre-test interview any wrongdoing or act that was not admitted in the applicant's application and would disqualify the Applicant from appointment; (3) admitted wrongdoing during the course of the polygraph test that was not admitted during the pre-test interview; (4) answered questions during the course of the polygraph test in a manner that the Board determines to be indicative of deception.

I. DRUG SCREENTING

Any Applicant for original appointment shall be required to pass a drug screening test to establish the Applicant's fitness to perform the duties of police officer. Failure to pass the drug screening shall disqualify the Applicant from further consideration.

J. EFFECT OF WAIVER OF APPOINTMENT

Any person whose name appears on an Eligibility Register for original appointment compiled under this Chapter III, but who declines original appointment, shall be removed from the Eligible Register and shall not be considered further. Any person whose name appears on an Eligibility Register for promotional appointment compiled under Chapter IV below may decline appointment one time. Any person so declining a promotional appointment is required to notify the Board in writing within five (5) days from the time appointment is offered. In the event a person declines a promotional appointment for a second time, the Board, in its discretion, may strike the name of such Applicant from the Eligibility Register.

K. PROBATION

Original appointees shall be on probation for a period of twenty-five (25) months. The probationary period shall be extended by adding to the 25 month period any time that the probationer receives as an authorized leave. A probationary member may be discharged by the Chief of Police. The Chief shall notify the Board of the discharge. The discharge procedures set forth in Chapter VI shall not be applicable to probationary members.

Final certification of probationary Police Officers shall be subject to successful completion of the Basic Training Course, as mandated by the State of Illinois.

L. RELEASE OF LIABILITY

All Applicants shall execute and deliver to the Board a release of all liability as the result of taking a "Physical Aptitude Test" in favor of the Village of Carol Stream on a form to be prescribed by the Board.

M.

RECORDS

The Fire and Police Commission will maintain records of all Applicants within the Human Resources Department. The files will be kept in a secure area. Access to the files is restricted to those persons legally entitled to view the records. These records will be maintained for such period as required by law.

Companies contracted to administer tests will maintain all testing materials and answer templates in a secure area at their facility.

A report of the results of the medical, polygraph and psychological examinations will be kept within the file records of the Applicant within the Human Resources Department. The examination provider will keep a detailed record of these exams.

ORDINANCE NO. 2019-____-____

**AN ORDINANCE AMENDING CHAPTER 16 OF THE MUNICIPAL CODE
OF THE VILLAGE OF CAROL STREAM
(ZONING CODE-PLACES OF WORSHIP AS A SPECIAL USE IN THE B-4 DISTRICT)**

**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: That Chapter 16, Article 9, Section 5 of the Carol Stream Zoning Code is hereby amended as follows:

§ 16-9-5 B-4 OFFICE, RESEARCH AND INSTITUTIONAL BUILDING DISTRICT.

(C) Special uses. An accessory use customarily related to a principal use authorized by this section, such as a pharmacy, stores limited to corrective garments or bandages, or an optical company may be permitted; provided, it is within the building to which it is accessory and does not have a direct outside entrance for customers.

- (1) Planned unit developments in accordance with provisions of this chapter.
- (2) Research laboratories.
- (3) Total senior life care facilities.
- (4) Regional religious institution.
- (5) Full-time school as an ancillary use to the principal use of regional religious institution, provided that parking is provided in accordance with the requirements of § 16-13-3 of this code.
- (6) Retail sale of used or donated household items for fundraising purposes as an ancillary use to the principal use of regional religious institution, provided that parking is provided in accordance with requirements of § 16-13-3 of this code.
- (7) Union halls and training facilities.
- (8) Medical cannabis dispensing organization.
- (9) Places of worship.

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

PASSED AND APPROVED THIS 18TH DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A PLACE OF WORSHIP IN THE B-4 DISTRICT (IN THE PRESENCE OF JESUS MINISTRIES, 393 S. SCHMALE ROAD)

WHEREAS, Nelly Jean Calub, with In the Presence of Jesus Ministries, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit for a Place of Worship, as provided in Section 16-9-5 (C)(9) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 393 S. Schmale Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on November 11, 2019 following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit be approved; and

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

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

SECTION 1:

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

1. Is deemed necessary for the public convenience at the location. *While the proposed religious use will be distinctive as compared to other medical office uses at Mona Kea, submitted documentation provided information which will allow a public convenience at the location.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed church will have its main service on Sunday mornings when other uses at Mona Kea are most likely closed. Likewise, other church activities will occur in the afternoon or in the evening during the week and on Saturdays, and should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Peak hours for the church will occur on Sundays, when office uses at Mona Kea are most likely closed, and it does not appear that there will be apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood with the approval of the church at this location.*

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *It is not believed that the proposed church and its ancillary uses should have an impact on the normal and orderly development and improvement of uses at Mona Kea or surrounding properties, given the limited size of the condo space and varied hours as compared to other uses at the office development.*
5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are already in place.*
6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. *The project is expected to conform to all applicable codes and requirements.*

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to In the Presence of Jesus Ministries subject to the conditions set forth in Section 3, upon the real estate commonly known as 393 S. Schmale Road, Carol Stream, Illinois, and legally described as follows:

THAT PART OF LOT 5 OF LITTLESTONE'S SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED MARCH 25, 1971, AS DOCUMENT R71-11317, DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID LOT AND RUNNING THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SCHMALE ROAD, BEING A CURVE OF RADIUS, 2121.13 FEET, A DISTANCE OF 44.39 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 46 DEGREES 42 FEET 4 INCHES WEST ALONG SAID RIGHT OF WAY LINE, 130.61 FEET; THENCE SOUTH 42 DEGREES 17 FEET 56 INCHES EAST AT RIGHT ANGLES TO SAID RIGHT OF WAY LINE, 241.45 FEET TO A LINE DRAWN PARALLEL WITH AND 285.0 FEET SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 5; THENCE SOUTH 79 DEGREES 59 FEET 7 INCHES EAST ALONG SAID PARALLEL LINE 369.49 FEET, THENCE NORTH 10 DEGREES 0 FEET 53 INCHES EAST 57.0 FEET, THENCE NORTH 5 DEGREES 41 FEET 47 INCHES WEST 236.98 FEET TO A POINT IN THE NORTH LINE OF SAID LOT 5; THENCE NORTH 79 DEGREES 59 FEET 7 INCHES WEST ON SAID NORTH LINE 393.64 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That the submitted Narrative and Exhibits for the Application (received October 10, 2019), shall be adopted as part of the governing ordinance for the Special Use Permit;
2. That the Special Use Permit for a Place of Worship is approved for the uses based on the submitted Church Slide Presentation in Exhibit A, and if the Church requests other accessory uses that are currently not listed as allowable uses (i.e. day care, preschool, school), then an amendment to the Special Use Permit shall be required; and
3. That the facility must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Narrative and Exhibits for the Application (Exhibit A, received October 10, 2019).

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 18th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, Nelly Jean Calub, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit. In the Presence of Jesus Ministries further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

RECEIVED
OCT 10 2019
COMMUNITY DEVELOPMENT
DEPT

In the Presence of Jesus Ministries
Index of Exhibits for Application for Text Amendment and Special Use

- A. Supplemental Narrative for Applications for Text Amendment and Special Use
- B. Site Plan
- C. Area Zoning Map
- D. Floor Plans
- E. Interior View
- F. Written Consent from Property Owner
- G. Recorded Amendment to Declaration of Condominium Ownership
- H. Church Slide Presentation

EXHIBIT A

EXHIBIT A

In the Presence of Jesus Ministries
Revised Supplemental Narrative for
Application for Text Amendment and Special Use
(Revised/Updated October 2019)
393 S. Schmale Road

Background of Applicant

In the Presence of Jesus Ministries (“the Church”) is an Illinois Not-For-Profit Corporation organized for religious purposes. The Church ascribes to traditional Christian beliefs and has a particular focus on family and compassion to members of its community. The Church was incorporated in 2000, and currently operates at a rental location in Carol Stream.

In addition to worship services, In the Presence of Jesus Ministries has a variety of other, typical church-related activities and events. The Church hosts meetings for outreach and other purposes, small group classes, studies and prayers on weekends and during the week. The Church also sponsors groups for teaching and fellowship, classes open to the community, and service teams of volunteers who serve the surrounding community. The Church has one full-time pastor, two lay pastors, and one full-time and two part-time paid employees. The ministry is also supported by several lay volunteers.

Subject Property

The Church proposes to be located in a one-story portion of a brick building at 393 S. Schmale Road (“Subject Property”), in a condominium unit it intends to purchase within the Mona Kea development. The unit is 2,200 square feet, located primarily in the middle of the Mona Kea West building. See Site Plan, Exhibit B.

The Mona Kea West complex is located in a B-4 zoning district, bounded on the North and South by existing commercial buildings. See Area Zoning Map, Exhibit C. The complex has been in lawful existence for more than 35 years.

Proposed Use

The proposed special use is for religious assembly at the Subject Property, based on a concurrent application for text amendment to allow such use. The Village’s Zoning Ordinance currently allows “Religious Institution” as a special use in the B-4 zoning district but only for a “regional” religious institution, defined as located a parcel of land at least ten acres in size and improved with a principal structure of at least 50,000 square feet in gross floor area. Zoning staff indicates this provision of the ordinance had been amended for a specific circumstance relating to the former K-Mart store on North Avenue near Schmale, which another, large church purchased and occupies. The proposed use is similarly for a “religious institution” but the size of the proposal does not align with the definition of “regional” facility. Village staff agreed in discussions with the Applicant that the “regional” limitation should no longer be a barrier for an applicant seeking to locate a religious institution in a B-4 district, and that the text of the

ordinance could or should be updated. Concurrent with this special use application, therefore, the Church is submitting an application for text amendment to allow churches as a special use in the B-4 district without size restriction.

The Church's detailed plans show the layout of the auditorium and other church-related uses, which will be similar and typical as for other churches. The auditorium space, at the west end of the space, will have up to 80 movable chairs for religious worship services on Sundays. The Children's Room (with 15 chairs) and Youth Room (with 16 chairs) will be used, as needed, for overflow auditorium space, for a total of 111 movable chairs. See Revised Floor Plan, revised Exhibit D. The Church only has one service but, as needed, may eventually have a second worship service on Sunday morning or evening. The Church will use the same space occasionally for special functions, but will open up the children's and youth room for additional space. The Children's Room and Youth Room will, naturally, be used for Bible teaching and Biblical application in daily life, using discussion, drawing, story telling, video, and praise and worship singing. As noted in the Church's presentation, the Church will host training/practice classes for the Worship Ministry of the church in preparation for Sunday worship services. Musical instrument training and AV training take place in the auditorium.

Although the Church also hosts events for community development and career opportunities, the Church plans to use Holiday Inn or Park District meeting rooms for those larger activities. The Church's "HIFE program" means Heartland Institute of Financial Education program. This is a college-related program presented annually in the Church prior to the start of school year for those parents with children in the 3rd and 4th years of high school. The program's purpose is college planning solutions, by providing assistance to parents and students in several areas including assessments of skills, personal interests and work values, college selection and application, resume and essay assistance, career and internship opportunities, and scholarship and financial aid review and options. This program will likely be held in the auditorium and adjacent rooms. Any other Church activities on premises will be consistent with these current Church activities.

The Church office and conference room are located next to the auditorium. The main entrance and foyer will be located off Schmale Road, at the east end of the space. See Interior View, Exhibit E.

Based on total 111 movable seats, as planned, the Church would need at least 28 parking spaces for total religious assembly use. (With 80 movable seats in the auditorium, the Church would only need 20 parking spaces.) Under any scenario, there is more than adequate unrestricted on-site parking available surrounding the Subject Property that will be available to the Church as a unit owner. This is because all of the parking spaces within the Mona Kea West complex are fully available and accessible to each of the unit owners, without restriction. Also, as a practical matter, the times of greatest parking need for church assembly will be primarily on Sunday mornings, and periodically on weekday evenings. The other occupants in the complex typically do not operate during weekends or evenings, and will not be using parking spaces during those times of greatest church use. The Church does not have a bus or van. If the Church ever had an oversized vehicle, it would not park the vehicle in the parking area during weekdays.

The Church acknowledges the need for a sprinkler system and a fire alarm system, and is planning for this installation and expense as part of the building permit process.

Standards for Granting a Special Use

Under Section 16-15-8(E), the proposed use as religious assembly at the proposed location meets all of the following criteria:

1. Is deemed necessary for public convenience at the location.

As the Church continues to grow, it will require a larger, more permanent home for its worship services, administration and other related activities. The Subject property satisfies these needs and has sufficient parking resources available that will be maintained by Association fees. The current unit is vacant, as are several other units within the Mona Kea West complex. The vacancies have created problems within and around the complex including physical deterioration of portions of the structures, animals (including raccoons) nesting in the roof and eaves, and presence of homeless on-site since there is very little on-site traffic due to the vacancies. The presence of a religious, community-minded organization operating during business hours, Sundays and some evenings will bring a welcome presence to the area that will support public convenience at the location.

2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.

Religious assembly use of the Subject Property, which is a portion of the overall parcel, will result in a positive contribution to the neighborhood and will in no way impact negatively on the surrounding neighborhood or the city generally. Applicant submits that the economic value of the Church's volunteer services available to the entire neighborhood, plus their emotional and spiritual value, helps to reduce the financial burden on the neighborhood and city as a whole. Specifically, the Church seeks to build strong families by offering a youth targeted spiritual development program, marriage and family counseling sessions, bible study groups, and additional trainings, which are all available to the community. These opportunities will protect and promote public health, safety, morals, comfort and general welfare. The Church congregation, primarily on Sundays but also those who attend smaller meetings during the week, will be patrons of the surrounding restaurants and other businesses resulting in positive secondary effects from the Church's presence.

3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Peak operating hours of the Church, primarily on Sunday mornings, will offset peak operating times of office and other uses within the Mona Kea development, minimizing adverse impacts such as noise or traffic congestion. No nearby existing uses are incompatible or in conflict with operation of a church. In fact, another religious-oriented use, Central DuPage Pastoral Counseling Center, has operated within the Mona Kea complex for the past 20 years, including group meetings (assembly use) in addition to individual and family counseling. In

addition, the B-4 zoning district allows for union halls and training facilities as special uses. Since these allowed uses are also assembly in nature, locating a small church (religious assembly) within this district would be wholly consistent with uses already permitted. Furthermore, another Christian organization, Community Outreach Ministries, recently located its headquarters in a similar type of office building immediately to the north of the Subject Property, at 373 S. Schmale Road. The Church will also help bring potential customers to the surrounding businesses, again, resulting in positive secondary effects for surrounding businesses.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

Because regional Religious Institution is a listed Special Use for the B-4 district under the Zoning Ordinance, and assuming the Village amends the text of the ordinance as described above, there is a presumption under applicable Illinois law that a church use is generally compatible in this district. Also, the fact that the B-4 district allows for other types of assembly use, including union halls and training facilities (as special uses) is further support for this presumption in favor of allowing religious assembly use at the Subject Property. Again, the peak operating hours of the Church, primarily on Sunday mornings, will offset the peak operating times of office and other uses within the Mona Kea development. Also, the Church use will be set back from residential uses to the east and access to the Subject Property will be from Schmale Road, and not through any residential neighborhood. Therefore, the proposed use will not add any adverse impacts on the immediate neighborhood, such as noise or traffic congestion during peak hours on weekdays. Also, there are no existing uses in the immediate neighborhood that are incompatible or in conflict with the operation of a church. Outdoor lighting will not be altered from existing site conditions.

5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities.

Again, the Subject Property is an existing building and developed site, and both the circulation of vehicular and pedestrian traffic and the access and capacity of sidewalks are adequate, safe and clearly defined, without risk of congestion since peak use will be on Sundays. Sidewalks in front of and around the Subject Property provide a visible network of pedestrian connections to and from the adjacent streets, public transportation and on-site parking areas. The applicant will also provide and maintain adequate utilities, drainage, and additional necessary community facilities.

6. Will conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the Village Board.

Applicant will comply fully with all ordinances of the Village of Carol Stream in its renovation and use of the Subject Property, and its use does not require any variations. Additionally, the Applicant will continue to comply fully with all other applicable statutes and ordinances.

7. Other pertinent information or reason for request.

The Mona Kea development recently changed its signage from “medical park” to “professional park,” reflecting the fact that most of the medical offices previously operating with the development have followed the trend of merging with larger medical organizations or otherwise moved into newer or other spaces more appropriate to serving patients. There are several vacancies within the Mona Kea development and several other units within Mona Kea West, where the Subject Property is located, are listed for sale. The owner of Unit 393 has consented to the Church’s application. See Written Consent, Exhibit F. In addition, the Mona Kea West Condominium Association has amended its association declarations to allow for certain non-medical uses including religious assembly, counseling and not-for-profit organizations, so long as such uses are permitted by the Village of Carol Stream. See Recorded Amendment to Declaration, Exhibit G. Consequently, the types of uses within this development will continue to evolve away from the historical focus on medical uses to other types of compatible uses. In the context of these changes and trend of development, operation of a modest size church is wholly compatible and suitable at the Subject Property. The Church’s operations will also optimize the use of parking resources.

The Church’s administrative and ministry uses will operate during normal business hours, and the more intensive religious assembly use will occur during non-business hours (Sundays and weekends), when more parking spaces will be available within the Mona Kea complex. For a description of the Church’s values, programs and activities, see Presentation, Exhibit H.

Description and Justification for Text Amendment

As indicated above, the Church’s application for special use is based on a concurrent request to amend the text of the Ordinance to allow churches generally as a special use in the B-4 district, without size restriction.

Current Ordinance

For the B-4 District, the use provisions of the Ordinance currently reads as follows:

§ 16-9-5 B-4 OFFICE, RESEARCH AND INSTITUTIONAL BUILDING DISTRICT

(C) *Special uses.* An accessory use customarily related to a principal use authorized by this section, such as a pharmacy, stores limited to corrective garments or bandages, or an optical company may be permitted; provided, it is within the building to which it is accessory and does not have a direct outside entrance for customers.

* * * *

(4) Regional religious institution.

The Ordinance defines “Regional Religious Institution” as follows:

REGIONAL RELIGIOUS INSTITUTION. A place of worship with one or more of the following accessory uses: convents, rectories, residences for individuals and their families employed by the religious institution as their principal occupation and whose duties are either pastoral, educational or custodial; day care; pre-school; non-residential rehabilitative services; counseling; recreational facilities; book stores; media production facilities; and temporary over-night shelters for the homeless and victims of natural emergencies.

A **REGIONAL RELIGIOUS INSTITUTION** shall be located on a parcel of land that is at least ten acres in size and shall be improved with a principal structure of at least 50,000 square feet in gross floor area.

Currently, there is no separate definition in the Ordinance for “religious institution” (i.e., non-regional) or “church.” However, one other district that permits churches (R-1) describes the allowable special use as: “Churches and other places of worship, including accessory uses such as convents, rectories, residences for church personnel, day care and pre-school.”

The Church requests that the Ordinance be amended to allow for any size of church or religious institution within the B-4 Zoning District, based on one of two approached detailed below.

Presumption that a Religious Institution is generally compatible within B-4 District

To support this request for text amendment, the Church points out the obvious – that the Ordinance already allows “religious institution” in the B-4 zoning district, albeit for very large institutions. Under Illinois law, there is a presumption that a type of land use allowed as a special use is generally compatible in the district it is permitted. Also, there is clearly less potential adverse land use impacts from a “non-regional” church compared to a much larger “regional” religious institution.

Beyond this obvious fact, the Church points out that at least one other type of “assembly” use (Union Hall) is allowed as a special use in the district. In addition, under section 16-9-5(B)(1), the B-4 District allows: “Any of the following office uses: executive, administrative, professional,” For example, in one of the neighboring Mona Kea buildings, a religious counseling center operates (Central DuPage Pastoral Counseling), with several pastors on staff (see <https://cdpcc.org/meet-our-staff>). During business hours during most of the week, the Church’s primary activities will be “office” related, including administrative activities, and may also including pastoral counseling and classes or training. In this respect, there is little if any land use distinction between the type of “professional” counseling or training offered by a Christian counseling center and a Christian church.

Compatibility within the Mona Kea Development

As additional support for this request, as it relates to the subject property if not other B-4 areas, the Church points out that the Mona Kea “medical office” park has many vacancies as a result of the evolving changes with medical practices, including acquisition by larger medical institutions such as CDH/Northwestern Medicine. Several units with the subject property’s complex are vacant and have been listed for sale for a long time. From the standpoint of quality

of space, the Mona Kea buildings should be considered “Class C” space (lowest quality and rent). Several units occupied in the other Mona Kea buildings include non-medical uses and serve an increasing variety of service providers, including a massage therapist, financial planner, and accounting service in addition to the Christian counseling center. The Mona Kea association recently changed the signage on the entire complex from “medical” office park to “professional” office park, reflecting the wider variety of potential land uses. Operation of a religious institution, with administrative functions during weekday business hours and worship and other assembly uses primarily during weekends and evenings, is therefore generally compatible with the overall character of existing development in the immediate vicinity of the subject property, including the “professional” uses within the Mona Kea complex. Furthermore, the Church’s use will result in more efficient use of overall parking resources, since its larger activities will take place when other office tenants in the complex would normally be absent. Recognizing the compatibility of a religious institution operating within this complex, the condominium association that governs land use within Mona Kea West has approved and allowed this type of use, as reflected in the Amendment to Declaration of Condominium Ownership recorded recently. (See Exhibit G).

Proposed amendment is consistent with the goals, objectives and policies of the comprehensive general plan

Other factors that support the text amendment include consideration of the Village’s Comprehensive Plan. Adopted in 2016, the Plan describes the office market in the Village as “weak” and “Class C” space had a vacancy rate (combined with Class B space) of 21 percent. (See Comprehensive Plan, Ch. 4, p. 31). The Plan also acknowledges “hospital consolidation in the region” (Id.). While the Plan also surmises “there could be an opportunity for medical office space such as doctors’ offices, emergency care centers, and allied health facilities...,” it is extremely unlikely that the existing Mona Kea spaces would be suitable for any such new medical office use. The Plan also recognizes that this area near Schmale Road “contains some of Carol Stream’s highest quality eateries, including Augustino’s Deli, Manhattan’s American Grill, Culver’s, Village Tavern, and other reputable restaurants” and “high-quality and high-volume shopping such as Home Depot.” (Id., p. 96). Any assembly use that draws potential patrons near restaurants and shops in this area, particularly during weekends and evenings, should be encouraged.

The Comprehensive Plan says very little about religious institutions. In discussing future land use classifications, the Plan says “Institutional ... parcels contain the community’s schools, religious organizations, nonprofits, and public facilities.” (Id., p. 22). However, unlike a large church, a small church would be less likely to be compatible in an industrial district. Instead, this commercial area bordering multifamily residential more readily accommodates a smaller church. In that respect, another factor weighing in favor of allowing a smaller church in this area is the fact that operation of a religious institution is consistent and compatible with surrounding uses in the area, as a buffer between other office/professional uses and adjacent multifamily residential uses. (See Comprehensive Plan, Ch. 3, p. 21 “Land Use Plan”). The Plan states in the Plan, “[t]raditionally, a neighborhood has most often been defined in terms of residential areas bordered by business streets and containing some focal point of common interest and use such as a centrally located park, school, *church* or a combination of these” (page 9).

Proposed amendment is compatible with the overall character of existing development in the immediate vicinity of the subject property and will not adversely affect property values

Many of the Mona Kea spaces have been vacant and have been able to sell, and other unit owners have expressed concern about the presence of vagrants and also animals that have caused property damage. Allowing a religious institution to operate within the complex will decrease vacancy and, therefore, likely have a positive effect on the value of these adjacent properties. Finally, there are adequate public facilities and services to accommodate the Church's use. In fact, operation of a religious institution will "under" utilize existing facilities and services while complementing the historically customary uses of the Mona Kea complex and adjacent areas in all directions of the subject property.

Proposed Text Amendment

Consistent with the language of the current Ordinance, the Church applicant here would propose a text amendment for section 16-9-5(C) by adding the following subsection:

"(9) Churches and other places of worship including accessory uses."

In addition or in the alternative, either now or later, the Village may wish to consider amending its Ordinance to provide a definition of, for example, "Church or other place of worship" or "Religious Institution." If the Village wished to consider this further amendment to its Ordinance concurrent with the Church's zoning applications, the Church's request for text amendment for the B-4 District would follow suit. In other words, if the Village added a definition of either "Church or other place of worship" or "Religious Institution," then the Church would request that section 16-9-5(C) add subsection 9 using that same wording.

For purposes of the Church's alternative request for text amendment, assuming the Village does not wish to submit its own text amendment, the Church requests the following text amendments to the Ordinance, which would help "update" the Ordinance with respect to religious uses:

1. Amend section 16-18-1 (Definitions) by adding a definition of "Churches and Other Places of Worship" and amending the current definition of "Regional Religious Institution," as follows:

RELIGIOUS INSTITUTION. A place of worship with one or more of the following accessory uses: convents, rectories, residences for individuals and their families employed by the religious institution as their principal occupation and whose duties are either pastoral, educational or custodial; day care; pre-school; non-residential rehabilitative services; counseling; recreational facilities; book stores; media production facilities; and temporary over-night shelters for the homeless and victims of natural emergencies.

REGIONAL RELIGIOUS INSTITUTION. A Religious Institution located on a parcel of land that is at least ten acres in size and shall be improved with a principal structure of at least 50,000 square feet in gross floor area.

2. Amend section 16-9-5(C) by adding the following subsection:

“(9) Religious Institution.”

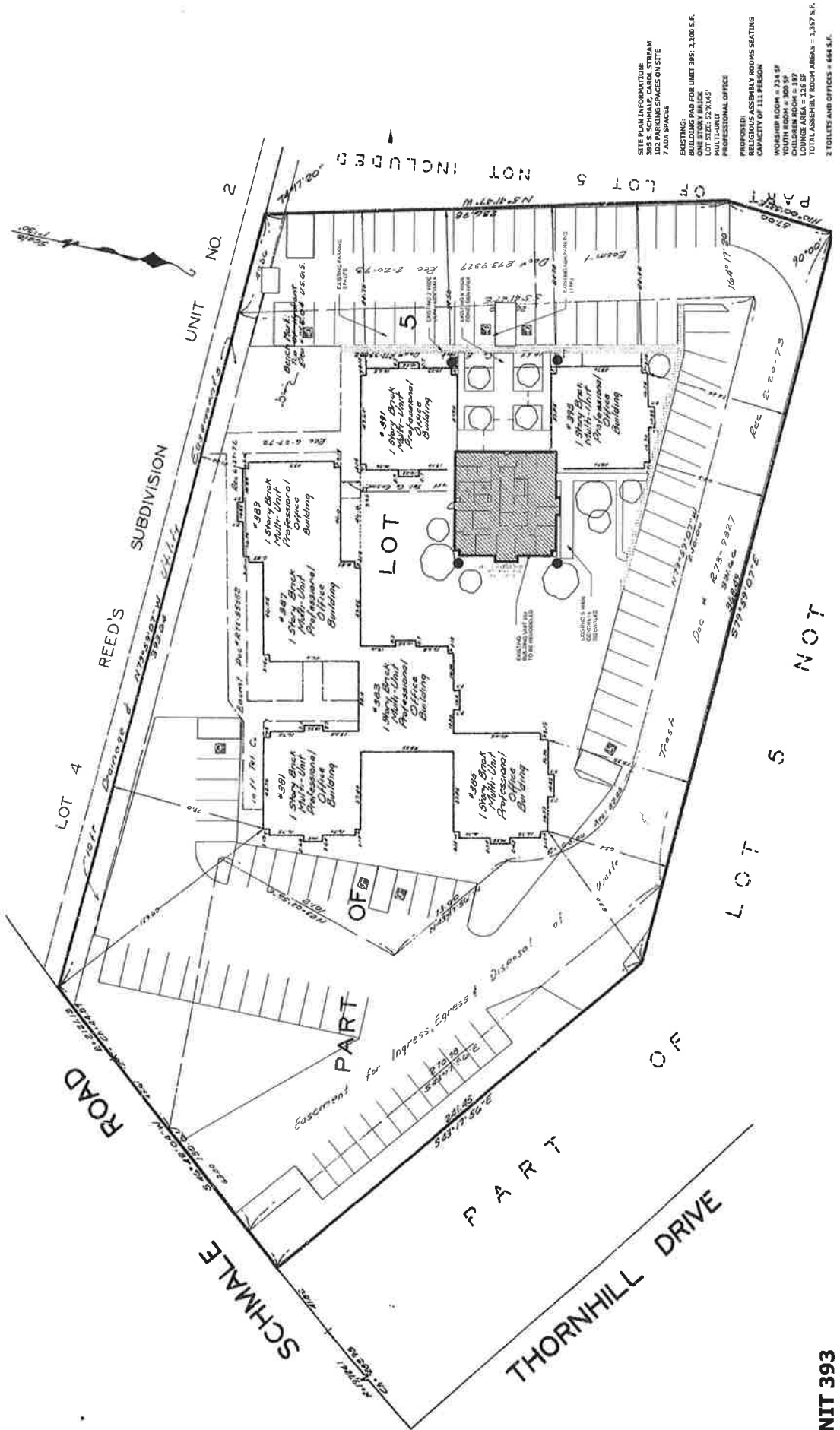
3. Amend section 16-8-2(C)(2) for R-1 (One-Family Residence District) by replacing the current text in subsection (b) with the following:

“(b) Religious Institution;”

This alternative set of amendments would not only accommodate the Church’s zoning request but also update the other portions of the Ordinance for purposes of consistency.

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EXHIBIT B



SITE PLAN INFORMATION:
 392 S. SCHMALE CAROL STREAM
 7 ADA SPACES ON SITE
 7 ADA SPACES

EXISTING PAD FOR UNIT 393 = 2,208 S.F.
 ONE STORY BLACK
 LOT SIZE: 57,734 S.F.

PROPOSED:
 PROFESSIONAL OFFICE
 RELIGIOUS ASSEMBLY ROOMS SEATING
 CAPACITY OF 111 PERSON
 WORKSHOP ROOM = 733 S.F.
 YOUTH ROOM = 300 S.F.
 CHILDREN ROOM = 297 S.F.
 TOTAL ASSEMBLY ROOM AREAS = 1,330 S.F.
 2 TOILETS AND OFFICES = 664 S.F.

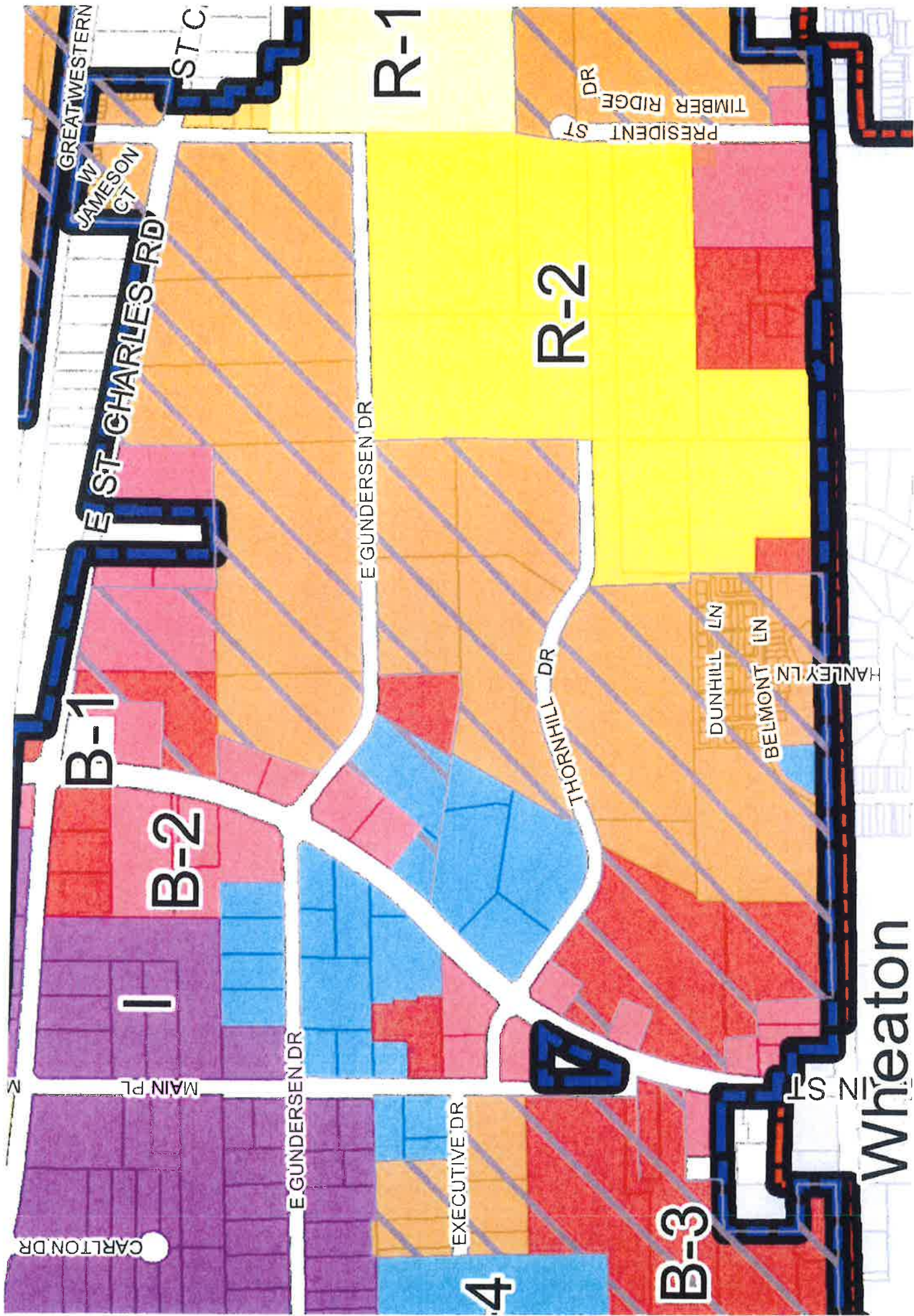
TOTAL INTERIOR/WALL AREA = 2,023 S.F.



SITE PLAN
 SCALE: 1" = 20'-0"

**UNIT 393
 PROFESSIONAL OFFICE BUILDING
 SCHMALE RD, CAROL STREAM, IL**

EXHIBIT C



Wheaton

R-1

R-2

B-1

B-2

I

4

B-3

GREAT WESTERN

JAMESON CT

E ST CHARLES RD

ST C

E GUNDERSEN DR

THORNHILL DR

DUNHILL LN

BELMONT LN

HANLEY LN

PRESIDENT ST
TIMBER RIDGE DR

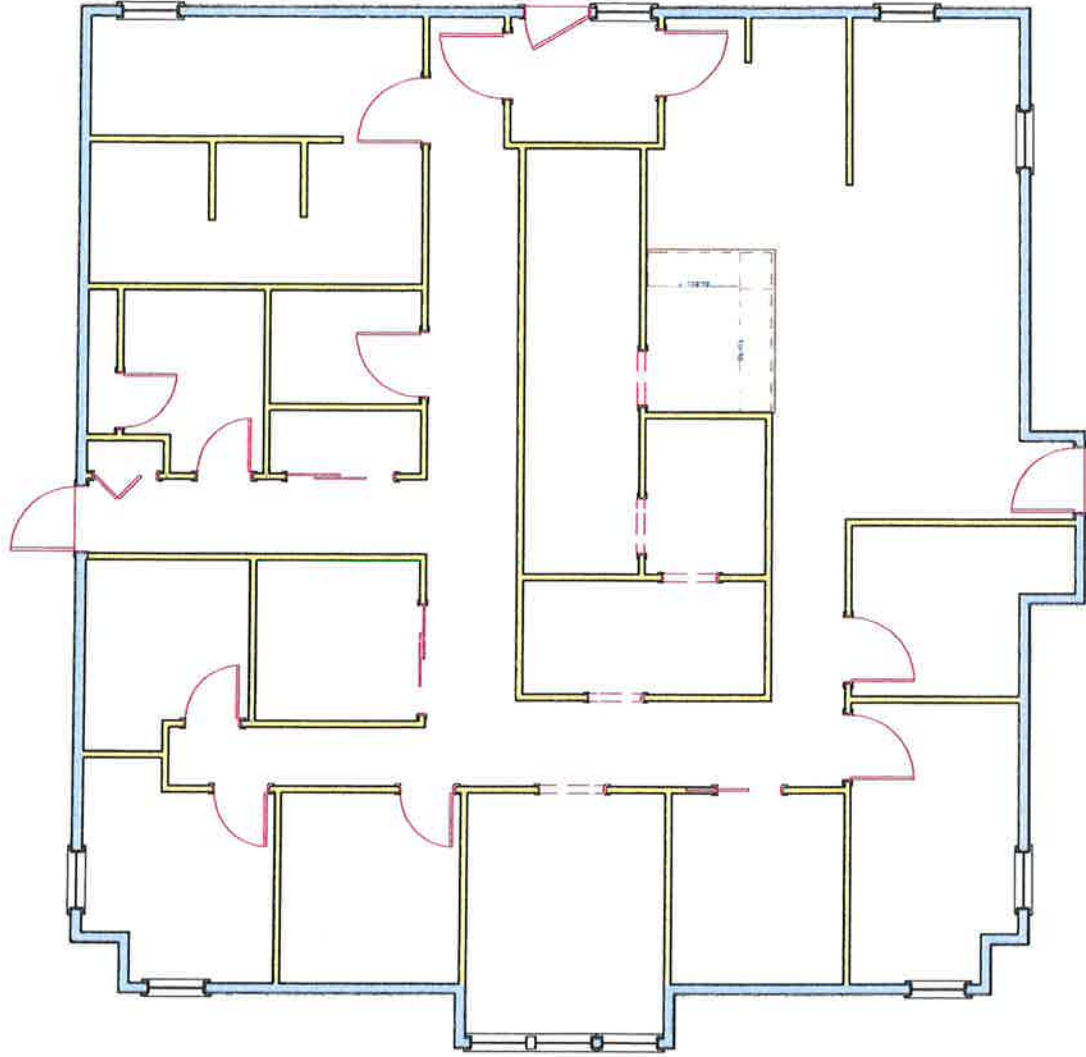
MAIN PL

CARLTON DR

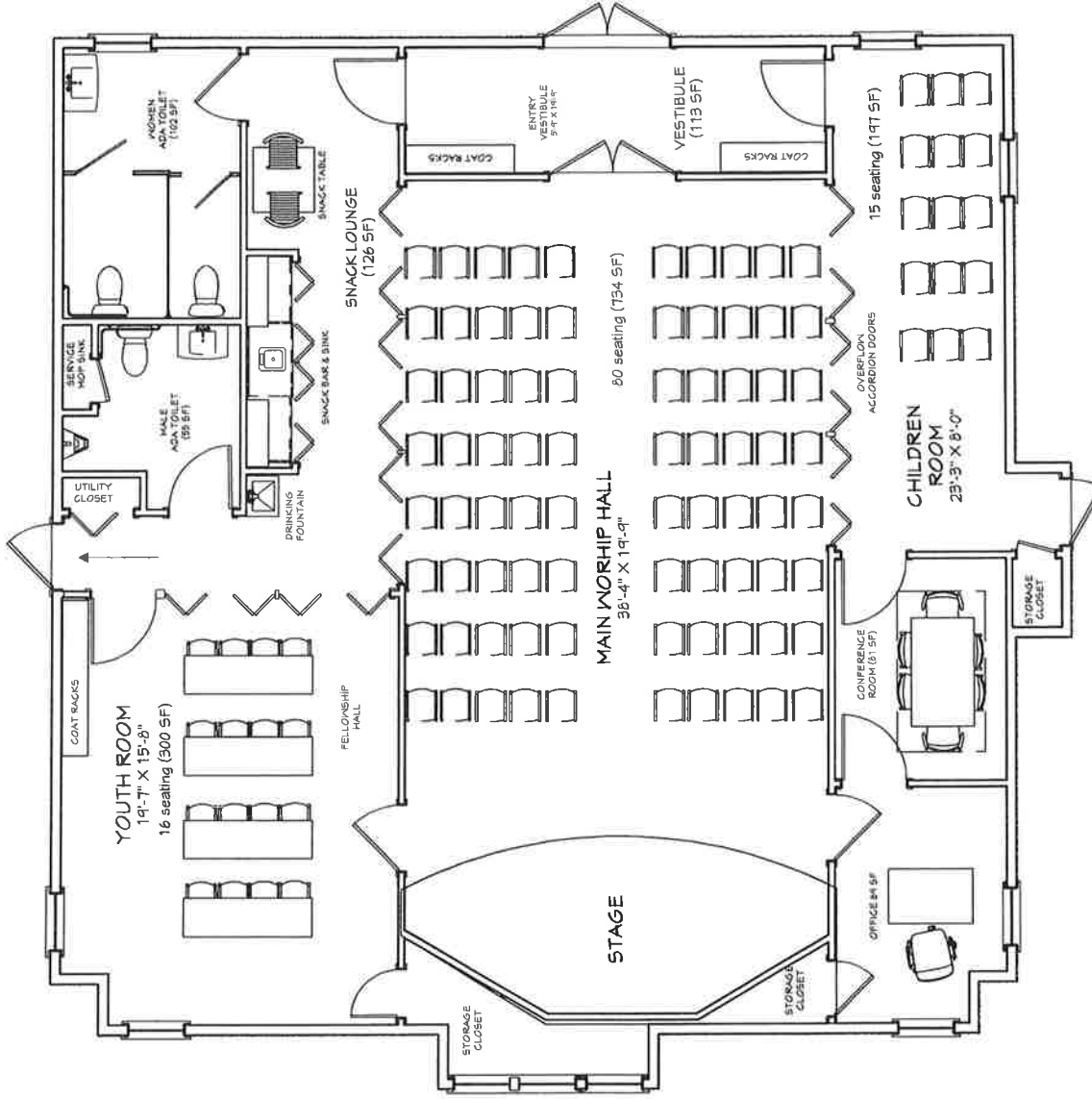
EXECUTIVE DR

IN ST

EXHIBIT D



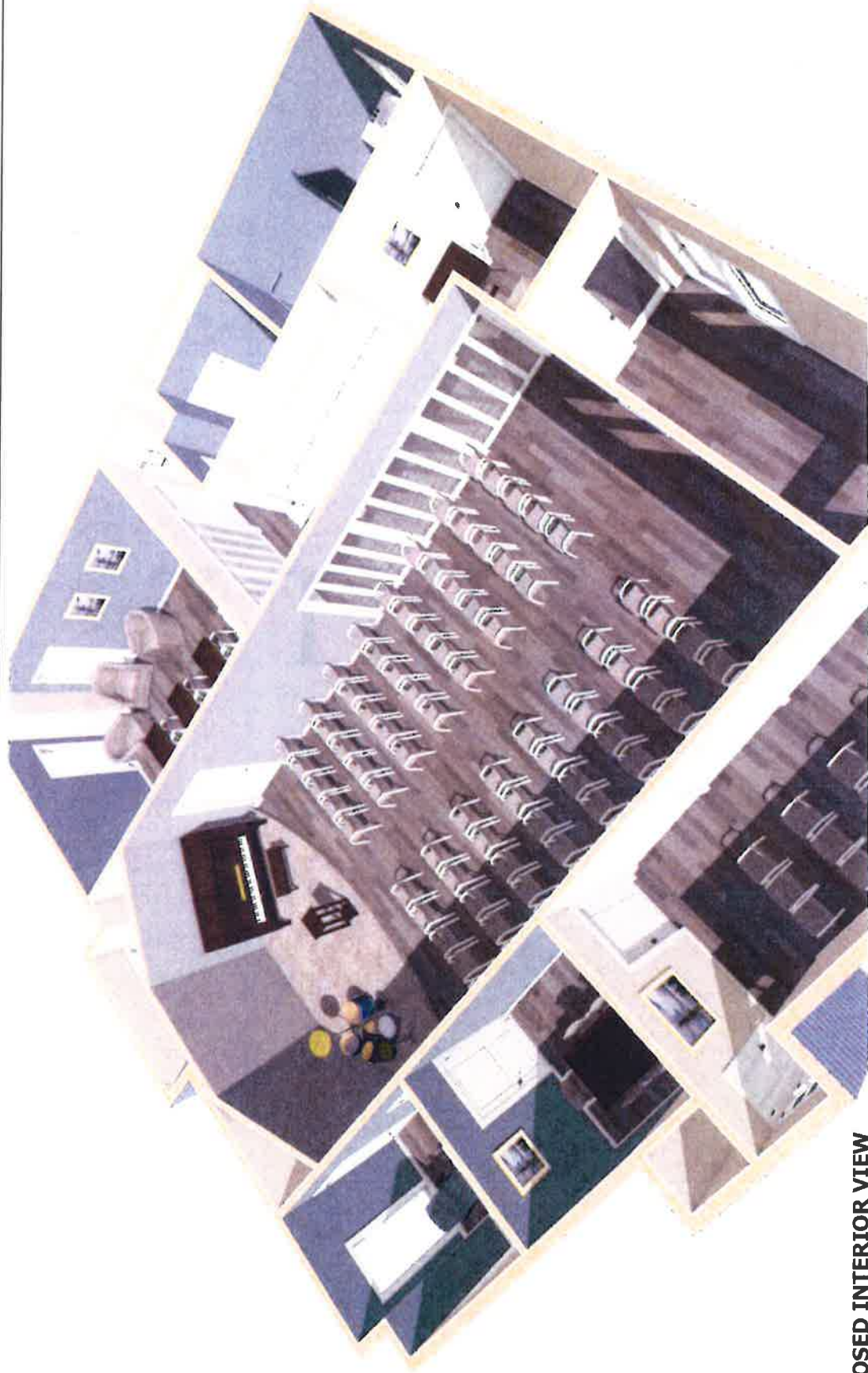
EXISTING FLOOR PLAN
SCALE 1/4" = 1'-0"
UNIT 393
PROFESSIONAL OFFICE BUILDING
SCHMALE RD, CAROL STREAM, IL



**TOTAL ASSEMBLY SEATING CAPACITY:
111 SEATS**

PROPOSED FLOOR PLAN
 SCALE: 3/16=1'-0"
UNIT 393
PROFESSIONAL OFFICE BUILDING
SCHMALE RD, CAROL STREAM, IL

EXHIBIT E



PROPOSED INTERIOR VIEW
UNIT 393
PROFESSIONAL OFFICE BUILDING
SCHMALE RD, CAROL STREAM, IL

EXHIBIT F

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Ill. 60188
June 27, 2018

Special Use Application

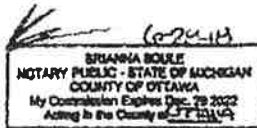
TO WHOM IT MAY CONCERN:

I attest that I am the owner of the property at # 393 Schmale Road,
Carol Stream. I approve the special use permit requested
by Jesus Ministries for use of the property as religious institution.

Thank you for your attention to this request.

Sincerely, *Janice Veenstra*

Janice Hoekstra Veenstra, Prop.
14367 Duneswood Drive
Grand Haven, Mi., 49417



STATE OF MICHIGAN)
)
COUNTY OF OTTAWA) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JANICE E. VEENSTRA, a married person, personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 1st day of October 2013.

RICHALDA A. NORTHMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OTTAWA
MY COMMISSION EXPIRES Sep 5, 2016
ACTING IN COUNTY OF OTTAWA

Ronald A. Northman
Notary Public

My Commission Expires: SEPT. 5, 2016

Prepared By: Leigh R. Pietsch, 1776 Naperville Road, Building A, Suite 200,
Wheaton, Illinois 60189

Tax Bill To: Janice E. Veenstra, 14367 Duneswood Drive, Grand Haven, MI
49417

Mail To: Janice E. Veenstra, 14367 Duneswood Drive, Grand Haven, MI
49417

EXEMPT UNDER PROVISIONS OF 35 ILCS 200/31-45, PARAGRAPH E OF THE REAL ESTATE TRANSFER TAX LAW.

Dated: 10-1-13

Representative: Leigh R. Pietsch



EXHIBIT G



8 0 0 5 4 0 3 2
Tx:40030998

FRED BUCHOLZ

DUPAGE COUNTY RECORDER
421 NORTH COUNTY FARM ROAD
WHEATON, IL 60187

(630)407-5400

FRED BUCHOLZ, RECORDER
DUPAGE COUNTY ILLINOIS
04/25/2019 02:27 PM
RHSP

DOCUMENT # R2019-030997

RECORDING COVER PAGE



*Please note - This cover page has been attached to the document for recording purpose.
It is a permanent part of the document and has been included in the page count.

Mona Kea West Professional Condominium

AMENDMENT

Pursuant to the Illinois Condominium Property Act and Article XVII, Sections 1, 2, and 3 of the Declaration of Condominium dated April 30, 1973, recorded as Document Number R73-31600 on June 1, 1973, and all Amendments subsequent thereto, this **AMENDMENT** will become effective following the recording of same at the Office of the Recorder of Deeds of DuPage County, Illinois.

The legal description of the real estate is as follows:

That part of Lot 5 of Littlestone's Subdivision of part of the South half of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian recorded March 25, 1971, as Document R71-11317, described by beginning at the Northwest corner of said lot and running thence Southwesterly along the Easterly right of way line of Schmale Road, being a curve of radius 2121.13 feet, a distance of 44.39 feet to the point of tangency; thence South $46^{\circ}42'04''$ West along said right of way line, 130.61 feet; thence South $43^{\circ}17'56''$ East at right angles to said right of way line, 241.45 feet to a line drawn parallel with and 285.0 feet Southerly of the Northerly line of said Lot 5; thence South $79^{\circ}59'07''$ East along said parallel line 368.49 feet; thence North $10^{\circ}0'53''$ East 57.0 feet; thence North $5^{\circ}41'47''$ West 236.98 feet to a point in the North line of said Lot 5; thence North $79^{\circ}59'07''$ West on said North line 393.64 feet to the place of beginning, in DuPage County, Illinois.

The Units and the Parcel Numbers are set forth below:

Units	Parcel Numbers
381 Schmale Road	05-04-307-001
383 Schmale Road	05-04-307-002
385 Schmale Road	05-04-307-003
387 Schmale Road	05-04-307-004
389 Schmale Road	05-04-307-005
391 Schmale Road	05-04-307-006
393 Schmale Road	05-04-307-007
395 Schmale Road	05-04-307-008

Prepared by and mail to:
Leigh R. Pietsch
Rolewick & Gutzke, P.C.
1776 Naperville Road
Suite A104
Wheaton, Illinois 60189

Mona Kea West Professional Condominium

RECITALS:

A certain Declaration of Condominium for the Mona Kea Professional Park was filed pursuant to the Illinois Condominium Property Act in the Office of Recorder of Deeds of DuPage County, Illinois on June 1, 1973 as Document No. R73-31600.

An Amendment was made to the Declaration dated December 14, 1976 and filed with the Office of the Recorder of Deeds on January 17, 1977 as Document No. R77-04294 amending the Declaration, inter alia, by changing the name of the condominium to the Mona Kea West Professional Condominium.

The Declaration was later amended May 24, 1979 and recorded in the Office of the Recorder of Deeds on May 31, 1979 as Document No. R79-44512.

The Declaration was further amended October 23, 1985 and recorded in the Office of the Recorder of Deeds on December 6, 1985 as Document No. R85-107330, but due to an error in the 1985 Amendment, the latter document was re-recorded as Document No. R86-07566 to correct the recording date and Document number of the original Declaration.

The Declaration was again amended April 24, 1992 and recorded in the Office of the Recorder of Deeds on May 8, 1992 as Document No. R92-086448.

At a Special Meeting of the Voting Members on April 8, 2019 (a copy of all relevant documents being attached hereto), said Voting Members adopted a Resolution amending the Declaration as follows:

AMENDMENT:

NOW, THEREFORE, by Resolution, the Declaration is amended as follows:

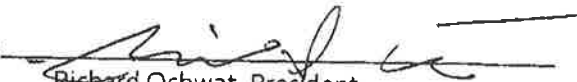
Section 3 of Article XIII is amended by adding the following additional language to Paragraph (a):

(1) Each Unit can be used for medical and non-medical uses, said non-medical uses to include, but not limited to, professional, assembly for religious purposes, administration of business matters by a religious institution, not-for-profit organizations, alternative medicine, counseling, governmental agencies, Insurance agents, and other business offices, provided, however, that any non-medical use be permitted by the Village of Carol Stream, Illinois.


(2) Any additional common area expenses resulting from a non-medical use will be borne by the Unit Owner causing the additional expense.

IN WITNESS WHEREOF, the President (formerly Chairman of the April 8, 2019 Special Meeting) and Secretary (formerly Secretary of the April 8, 2019 Special Meeting) of the Association hereby certify that this AMENDMENT to Declaration of Condominium Ownership of Mona Kea West Professional Condominium was adopted by Resolution of the Voting Members by a vote in excess of sixty-six and two-thirds percent (66 2/3%) of the Voting Members at the meeting of April 8, 2019 which vote authorized the undersigned officers of the Association to execute this Amendment and record same at the Office of the Recorder of Deeds of DuPage County, Illinois.

Mona Kea West Professional Condominium
Association, an Illinois not-for-profit corporation

By: 
Richard Ochwat, President

Attest:

By: 
Chip Sanders, Secretary

CORPORATE SEAL

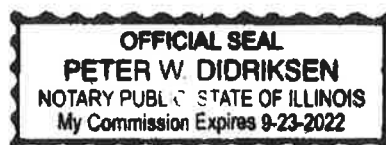
State of Illinois

County of DuPage

The undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Richard Ochwat, President of Mona Kea West Professional Condominium Association, an Illinois not-for-profit corporation, and Chip Sanders, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and said Chip Sanders, Secretary, then and there acknowledged that he, as custodian of the Corporate records, did affix the Corporate Seal of said corporation to said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 22nd day of April 2019.


Notary Public



NOTICE OF MAILING

TO:

Dr. Mark Erickson
383 Schmale Road
Carol Stream, IL 60188

Dr. Richard Ochwat
385 Schmale Road
Carol Stream, IL 60188

Ms. Janice Veenstra
14367 Duneswood Drive
Grand Haven, MI 49417

Dr. Daryn Abraham
389 Schmale Road
Carol Stream, IL 60188

Mr. Chip Sanders
Sanders Commercial Real Estate
Management Services
222 E. Roosevelt Road
Wheaton, IL 60187

(Agent and Authorized representative of the
Owners of 381, 387, 391 and 395 Schmale Road)

The undersigned on oath states: On March 28, 2019, I served the attached Notice of Special Meeting of the Voting Members of the Mona Kea West Professional Condominium Association, Agenda and Proxy by mailing a copy to each person identified above.


Peter W. Didriksen

SUBSCRIBED and SWORN to before me
This 28th day of March, 2019


Notary Public



Notice of Special Meeting of the Voting Members of the
Mona Kea West Professional Condominium Association

To All Unit Owners,

Please be advised that there will be a Special Meeting of the Voting Members of the Mona Kea West Professional Condominium Association, called by Voting Members having in excess of 50% of the total votes, to be held on April 8, 2019 at 5:00pm at 385 Schmale Rd., Carol Stream, IL 60188 for the purpose of discussing and voting on the following Motions, said Motions to be presented at the Special Meeting on April 8, 2019. Voting Members will be entitled to attend the Meeting in person, by proxy, or by telephone communication, provided the Voting Member is able to properly identify himself/herself as the authorized person of the Voting Member.

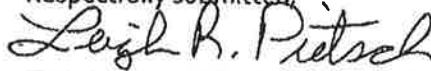
MOTIONS:

It is hereby MOVED that the Declaration of Condominium of the Mona Kea West Professional Condominium Association be amended to provide that the present use be continued and by further providing that the use be expanded to non-medical uses to include, but not limited to, professional, assembly and administration for religious purposes, not-for-profit-organizations, alternative medicine, counseling, governmental agencies, insurance agents and other business offices provided, however, that any expanded use be permitted by the village of Carol Stream, Illinois.

It is further MOVED that any additional common area expenses required by any expanded use be borne by the owner of the condominium unit.

March 28, 2019

Respectfully submitted,



Leigh R. Pietsch, on behalf of Voting Members
having in excess of 50% of the total votes

Leigh R. Pietsch
Of Counsel
Rolewick & Gutzke, P.C.
1776 Naperville Rd., Ste. A104
Wheaton, IL 60189
Leighp@RGLawfirm.com
Off: 630-668-1776
Cell: 630-746-4019

Mona Kea West Professional Condominium Association
Special Meeting of the Voting Members

AGENDA

1. **Call to Order**
2. **Determination of Quorum**
3. **Determination of Sufficiency of Notice of Special Meeting**
4. **Selection of Chairman/Secretary**
5. **Presentation of Motions**
6. **Discussion**
7. **Vote**
8. **Prepare Resolutions**

**Minutes of Special Meeting of Voting Members of the
Mona Kea West Professional Condominium Association**

A Special Meeting of the Voting Members of the Mona Kea West Professional Condominium Association was held at 385 Schmale Rd., Carol Stream, Illinois on April 8, 2019, at 5:00PM pursuant to a Notice of Special Meeting sent to all Voting Members on March 28, 2019.

The Meeting was called to order.

A quorum of the Voting Members was present at the meeting. Appearing in person or by proxy were six of the eight Voting Members consisting of the owners of the following units:

- Unit 381 owned by KEC, LLC
- Unit 385 owned by Dr. Richard Ochwat
- Unit 387 owned by DYC, LLC
- Unit 391 owned by SAC, LLC
- Unit 393 owned by Janice Hoekstra Veenstra Properties, LLC
- Unit 395 owned by PYC, LLC

A determination was made that the Notice of the Special Meeting was in compliance with the Declaration of Condominium, the By-Laws and the Illinois Condominium Property Act.

The Voting Members elected Richard Ochwat as the Chairman of the Meeting and Chip Sanders as Secretary of the Meeting.

The Chairman read into the record the Motions contained in the Notice of Special Meeting. A discussion took place regarding the contents of the Motions. The Voting Members were in complete agreement as to the form, substance and application of the Motions, but an amendment was proposed to (1) combine the Motions into one Motion and (2) slightly change the wording so that the final resolution could accurately reflect the Article, Section and Paragraph which was being amended. The amendment to change the wording was seconded and the Voting Members unanimously approved the following resolution:

RESOLVED: that the Amendment to Declaration dated April 24, 1992 and recorded on May 8, 1992 as Document # R92-086448 in the Office of the Recorder of Deeds of DuPage County, Illinois be further amended by adding the following to Paragraph (a) of Article XIII, Section 3.


(1) Each Unit can be used for medical and non-medical uses, said non-medical uses to include, but not limited to, professional, assembly for religious purposes, administration of business matters by a religious institution, not-for-profit organizations, alternative medicine, counseling, governmental agencies, insurance agents and other business offices, provided, however, that any non-medical use be permitted by the Village of Carol Stream, Illinois.

(2) Any additional common area expenses required by any non-medical use be borne by the owner of the condominium unit."

The Voting Members then approved a Motion granting the Secretary and Chairman authority to prepare, execute and record a Certificate of Secretary and Chairman regarding Adoption of the Resolution.

A Motion to Adjourn was made and duly seconded and was unanimously passed at which time the meeting was adjourned.

APPROVED:



Secretary of the Special Meeting

Certificate of Secretary and Chairman Regarding
Adoption of Resolution

We hereby certify that we served as Secretary and Chairman, respectively, for the Special Meeting of the Voting Members of the Mona Kea West Professional Condominium Association, a duly authorized and existing Illinois not-for-profit Corporation, held on April 8, 2019 at 385 Schmale Rd., Carol Stream, Illinois, and that the following is a true and correct copy of a resolution adopted by a percentage in excess of 66.67% of the Voting Members of the Association at the Special Meeting conducted in accordance with the provisions of the Declaration of Condominium, the By-Laws and the Illinois Condominium Property Act on said April 8, 2019, and which Notice of the Special Meeting was filed with the Minutes of the proceedings:

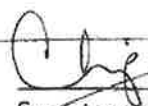
RESOLUTION ADOPTED

RESOLVED: that the Amendment to Declaration dated April 24, 1992, and recorded May 8, 1992 as Document # Rg2-086448 in the Office of the Recorder of Deeds of DuPage County, Illinois be further amended by adding the following to Paragraph (a) of Article XIII, Section 3:

(1) Each Unit can be used for medical and non-medical uses, said non-medical uses to include, but not limited to, professional, assembly for religious purposes, administration of business matters by a religious institution, not-for-profit organizations, alternative medicine, counseling, governmental agencies, insurance agents and other business offices, provided, however, that any non-medical use be permitted by the Village of Carol Stream, Illinois.

(2) Any additional common area expenses resulting from a non-medical use will be borne by the Unit Owner causing the additional expense.

APPROVED:


Secretary of the Special Meeting


Chairman of the Special Meeting

EXHIBIT H



In The Presence of Jesus Ministries
"To win souls and make them disciples..."

About Site Volunteer Family / Youth / Senior Citizens



- Property Views

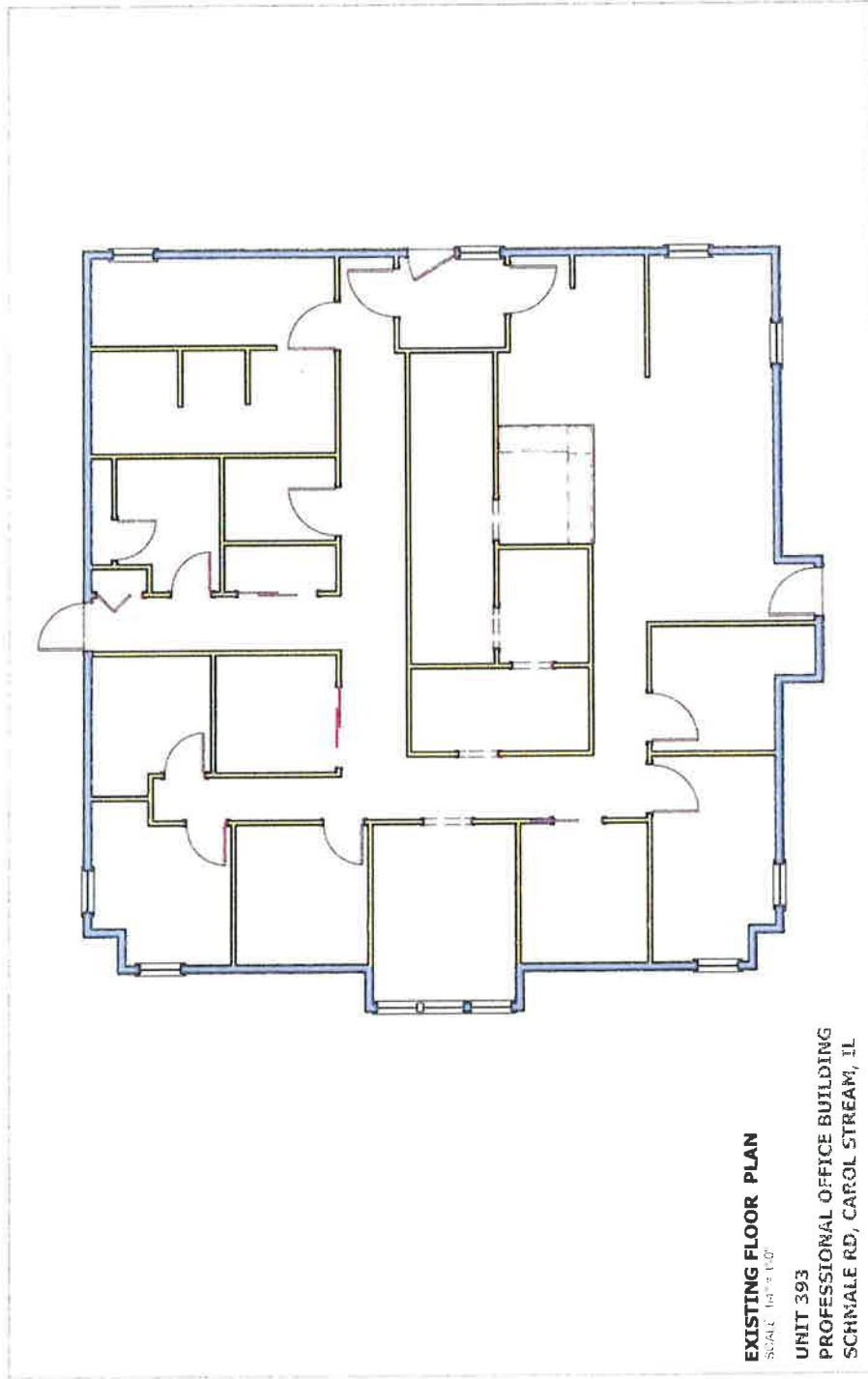


In The Presence of Jesus Ministries

"To win souls and make them disciples..."

- Property Views

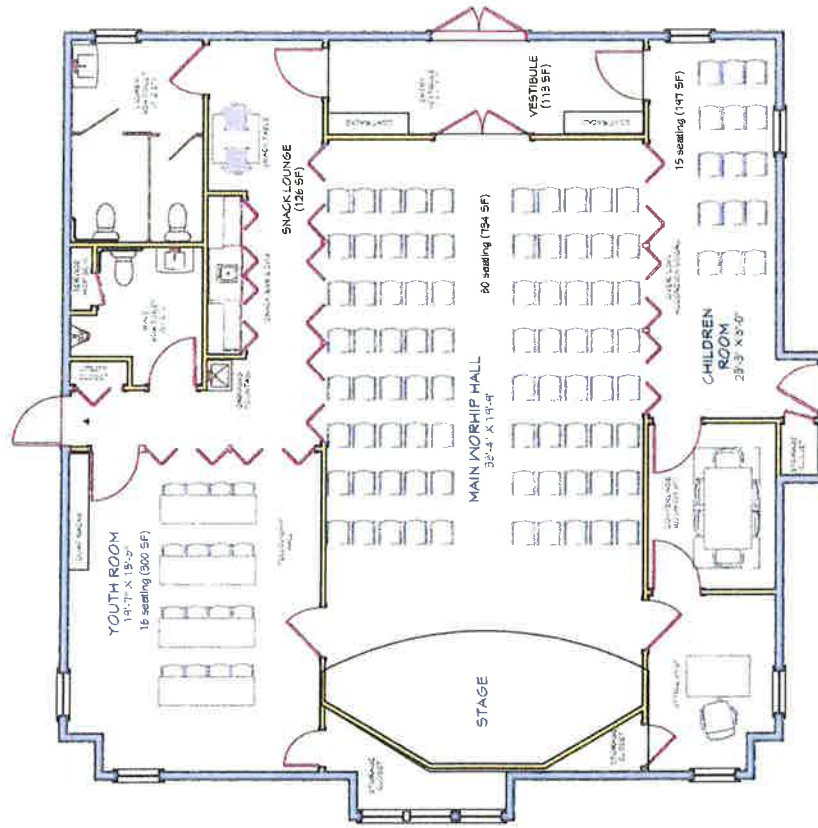




EXISTING FLOOR PLAN

SCALE: 1/8" = 1'-0"

UNIT 393
PROFESSIONAL OFFICE BUILDING
SCHMALE RD, CAROL STREAM, IL



**TOTAL ASSEMBLY SEATING CAPACITY:
115 ALL SEATING AS SHOWN IN PLAN
PER ROOM USE**

PROPOSED FLOOR PLAN

SCALE: 3/8" = 1'-0"

UNIT 393

PROFESSIONAL OFFICE BUILDING
SCHMALE RD, CAROL STREAM, IL



In The Presence of Jesus Ministries

"To win souls and make them disciples..."

In The Presence of Jesus Ministries (IPJM)

Our Dream is to build a strong community through...

- News & Events

ABOUT US

1. Building a strong family because family is the fundamental unit of society.
2. Training children in the way they should go in order to build in them Godly characters.
3. Building, developing and training young people to be the next God-fearing leaders of our society.
4. Building people's self-confidence and personalities.
5. Providing the elderly a loving and caring environment, encouraging them to use their gifts and talents through tutorial mentorship, and enabling them to share their life skills and experiences with young people.

To make a difference in people's lives –
Bring Life! Give Life! And Save Lives.





PROVIDES CONTINUOUS BIBLE
LEARNING



COACHING AND EXPERT
INSTRUCTION



ADAPTIVE FUTURE READY
ENTREPRENEURS

Get Connected



BIBLE LEARNING SERIES

(Bible Study Group)

7

- ▶ The heart behind this series is to provide an avenue for growing in knowledge of who God is and cultivating intimacy with Him.
- ▶ Each lesson focuses on a specific facet of God by studying one passage of Scripture. The lessons focus on the Word of God.
- ▶ Study leader guides enable students to learn how to teach new believers.
- ▶ These series are currently held during weekday evenings.

Marriage Counseling/ Pre-Marital Counseling

8

- ▶ The main purpose of marriage/pre-marital counseling is to help both partners understand each other's emotional worlds and develop empathy.
- ▶ Counseling is based on Biblical principles.
- ▶ This program is currently scheduled on a monthly basis.

Children's Program (Life Kids)

9

- ▶ At Life Kids, our goal is to serve children in the ministry of making them disciples.
- ▶ Leaders teach children the Biblical stories of men and women of God, Scriptural values and address their daily concerns/based on the Bible.
- ▶ This program is scheduled simultaneously, in a separate room, every Sunday service.



In The Presence of Jesus Ministries

"To win souls and make them disciples..."

Community Development

Opportunities

- *Community Events
- *Special Events

Career

- * Musical Instruments Training
- * Audio/Visual Training

All worship services and the church's activities and programs are open to the entire community. We serve regardless of income or ethnicity. Some activities and services, because of their specific purpose and goals, are designed to reach some individuals based on age, gender or capacity.



In The Presence of Jesus Ministries

“To win souls and make them disciples...”

OUR MISSION

Minister to the community.

Restore hope and provide opportunities for people to become all that God intends them to be.

Put Christian faith into action through service to the community.

CONTACT

393 S. Schmale Rd, Carol Stream, IL 60188

Administrator: Nelly Jean Calub

Phone: (630) 464-5449

www.facebook.com/IPJMCCarolStream/

WORSHIP WITH US

Please come and be part of our growing Ministry and Educational Program.

Current Church Schedule and Weekly Activities

12

- ▶ Sunday
- ▶ 9:00am-10:30 am – 1st Sunday Service (main sanctuary)
- ▶ 10:45am – 12:15pm – 2nd Sunday service
- ▶ During each service, children proceed to Eden Land (youth room)

Current Church Schedule and Weekly Activities (continued)

13

- ▶ Monday to Friday – Church office opens from 10am – 6pm.
- ▶ **Monday:**
 - ▶ Afternoon – Tutoring and Mentoring Program
 - ▶ Early Evening – Divorce Care
- ▶ **Tuesday:**
 - ▶ Afternoon – Tutoring and Mentoring Program
 - ▶ Early Evening – Finance Empowerment
- ▶ **Wednesday:**
 - ▶ Afternoon – Tutoring and Mentoring Program
 - ▶ Early Evening – Empowerment Recovery

Current Church Schedule and Weekly Activities (continued)

14

- ▶ **Thursday:**
 - ▶ Afternoon – Tutoring and Mentoring Program
 - ▶ Early Evening – HIFE program
- ▶ **Wednesday:**
 - ▶ Afternoon – Tutoring and Mentoring Program
 - ▶ Early Evening – Empowerment Recovery
- ▶ **Saturday:**
 - ▶ Afternoon – Worship and Praise Team Practice
 - ▶ Early Evening – Prayer Ministry weekly meeting

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR ACTIVITIES AND OPERATIONS IN THE FORM OF THE STORAGE OF EQUIPMENT, AND A SPECIAL USE PERMIT FOR EQUIPMENT AND MACHINERY RENTAL OPERATIONS IN THE I INDUSTRIAL DISTRICT (RENTAL MAX, LLC, 558 RANDY ROAD)

WHEREAS, John Jeanguenat of Rental Max, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for outdoor activities and operations in the form of the storage of equipment, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and a Special Use Permit for Equipment and Machinery Rental Operations, as provided in Section 16-10-2(B)(24) on the property legally described in Section 2 herein and commonly known as 558 Randy Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on November 11, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

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

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

SECTION 1:

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

1. Are deemed necessary for the public convenience at the location. *Rental Max is relocating its headquarters to Carol Stream, which can be viewed as beneficial to the public.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed equipment and machinery rental business will function in a similar manner as the former Ditch Witch business on both properties, and Ditch Witch also had outdoor equipment storage that was fenced in. The proposed equipment setup will be an improvement and provide a more orderly flow for equipment rentals on the properties, and should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other properties within the Industrial*

District have received Special Use approval for outdoor activities and operations, and equipment and machinery rentals, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.

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

SECTION 2:

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to Rental Max, LLC, subject to the conditions set forth in Section 3, upon the real estate commonly known as 558 Randy Road, Carol Stream, Illinois, and legally described as follows:

LOT 2 IN NARCO FIRST INDUSTRIAL SUBDIVISION, OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1971, AS DOCUMENT R71-49329, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That the Cover Letter (received October 2, 2019), and Supplemental Business Information Letter (received November 1, 2019), shall be adopted as part of the governing ordinance for the Special Use Permits;
2. That the following property maintenance items shall be addressed no later than June 1, 2020, and a permit shall be issued for said work:

- a. The parking lot on the 558 Randy property shall be sealcoated and restriped, and storage areas shall be striped to assist with organizing customer travel lanes.
 - b. The driveway apron on the 558 Randy property shall be repaired and rutted grass adjacent to the driveway shall be restored.
 - c. Any damaged or missing fence slats on the 558 Randy property shall be repaired or replaced.
3. That any and all maintenance work shall occur in the maintenance shop and not outside of either building;
 4. That all equipment pick-up and drop-off shall be handled in the designated areas as depicted on Exhibit C and no equipment shall be allowed to be dropped off in customer or employee parking spaces or in drive aisles;
 5. That a Knox padlock shall be provided on any security gates, and the Carol Stream Fire Protection District and Village Police Department shall be provided keys to said padlock for access onto the property;
 6. That the applicant must obtain the required sign permits prior to the installation of any new signage; and
 7. That the sites and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Cover Letter (Exhibit A, received October 2, 2019).
2. Supplemental Business Information (Exhibit B, received November 1, 2019).
3. Site Plan/Aerial Photograph (Exhibit C, received November 1, 2019).

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 18th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, John Jeanguenat, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits. Rental Max, LLC, further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest



RECEIVED
OCT 02 2019
COMMUNITY DEVELOPMENT
DEPT

908 E. Roosevelt Rd
Wheaton, IL 60187
Phone 630-221-1133
www.rentalmax.com

To:
Village of Carol Stream
Attn: Plan Commission/Zoning Board of Appeals
500 N. Gary Avenue,
Carol Stream, IL 60188

October 2nd, 2019

Dear Plan Commission/Zoning Board of Appeals,

Thank you for taking the time to review this letter and application. My name is John Jeanguenat and I am the President of Rental Max LLC. We were founded in 1997 and quickly grew to become Chicago's largest equipment rental company. We currently have 8 locations around the Chicagoland area offering professional grade equipment ranging from backhoes to generators. Included is a copy of our full inventory catalog. We respectfully request a special use permit for outdoor storage of our rental equipment at 124 Schmale Rd and 558 Randy Rd. The two properties are currently used by Ditch Witch, who have operated there since 1970. We are currently growing, and this facility is a natural fit for our company's headquarters. We would need to install a 1,000-gallon propane tank on the Southeast corner of the 124 Schmale Property, however, we do not feel this would change the property in a significant way as there is already a petroleum tank onsite. Please see the attached site plan for proposed installation location. We would continue to use the property in a similar fashion as Ditch Witch has used it for the last 49 years. It is our belief that the residents and businesses of Carol Stream will find value in having the convenience of a Rental Max location nearby. We look forward to working with the Village of Carol Stream and the Plan Commission/Zoning Board of Appeals.

Thank you,

John Jeanguenat

President

RentalMax L.L.C.

908 E. Roosevelt Road | Wheaton, IL 60187

Phone: (630) 221-1133 ext. 110

Cell: (630) 742-6740

Email: johnj@rentalmax.com

Website: www.rentalmax.com



EXHIBIT A

RECEIVED
NOV 01 2019
COMMUNITY DEVELOPMENT
DEPT

RentalMax Supplemental Business Information

It is very likely that all equipment categories will be available to rent from the Carol Stream throughout the year. RentalMax store locations share equipment inventory with each other so it is most convenient for our customers and their pickup/dropoff needs. We can specify which inventory will be stored outside and inside, but it would be fair to say that we may carry everything in the Equipment Catalog at the Carol Stream location (catalog available at www.rentalmax.com)

RentalMax sells merchandise and small equipment (e.g., chainsaws, submersible pumps, glove, safety gear) in its showroom. Resale merchandise sales make up a small minority (less than 10%) of total annual revenue.

Equipment to be stored in the gated lot:

- Air Compressors
- Compaction Equipment (Rollers)
- Concrete Equipment (Buggy)
- Dollies, Hoists and Lifts (Forklift, Telehandler)
- Dump Trucks
- Generators, Welders and Light Towers
- Ladders
- Lawn & Garden Equipment (Aerator, Chipper, Stump Grinder, Mower)
- Manlifts
- Moving Trucks
- Thawing and Curing Equipment
- Tractors, Loaders, Backhoes
- Trailers
- Trenchers

Equipment to be stored indoors:

- Audio/Visual Equipment
- Automotive Tools and Jacks
- Compaction Equipment (Compactors)
- Concrete Equipment (Grinders, Saws)

- Dollies, Hoists and Lifts (Dolly)
- Floor, Carpet and Tile
- Hand Tools
- Heaters, Fans and Scrubbers
- Indirect Air Heating
- Lawn & Garden Equipment (Saw, Trimmer)
- Painting and Wallpaper Equipment
- Plumbing & Electrical Equipment
- Power Tools
- Pressure Washers
- Pumps and Hoses
- Scaffolding
- Traffic Control Equipment
- Party (Chairs, Tables, Fun Food Machines)

Office Space

RentalMax Finance/Administration and Central Operations will utilize existing office space on the North end of the 124 N. Schmale Road building. We will also utilize the office space in 558 Randy Road for Central Operations and Sales. We will indicate the space to be used as office space, including offices, conference room, training center and kitchen.

Maintenance Shop

RentalMax Mechanics will occupy the Maintenance Shop on the South end of the 124 N. Schmale Road building. We will indicate the space to be used as a Maintenance Shop.

Rental Counter/Showroom

RentalMax will have a Rental Counter and Showroom on the East end of the 124 N. Schmale Road building. This part of the building will have rental customer traffic and resale merchandise.

The lanes on the aerial photograph refer to the traffic lanes we would set up for customers in an effort to maximize traffic flow. By setting up traffic lanes – and directing customers to a specific lane based on their rental equipment type – we would expect an efficient traffic flow in and out of the parking lot for customers. In addition, we plan to have RentalMax delivery vehicles coming and going from the lot on a daily basis.

Store Hours are 6 a.m.-5 p.m. (Monday through Friday and 7 a.m.-2 p.m. (Saturdays). At the beginning, we would plan to only have employees at the 124 N. Schmale Road building. We anticipate having 15 employees working in the properties. The main parking lot runs along the East side of the 124 N. Schmale Road property. Employees would park on the South end of that parking lot, and we would leave the parking spaces on the North end of that parking lot open for Customers to park. There would be overflow parking at 558 Randy Road as well. There will also be 2-3 parking spaces for trucks and trailers outside the West wall of the 124 N. Schmale Road property.

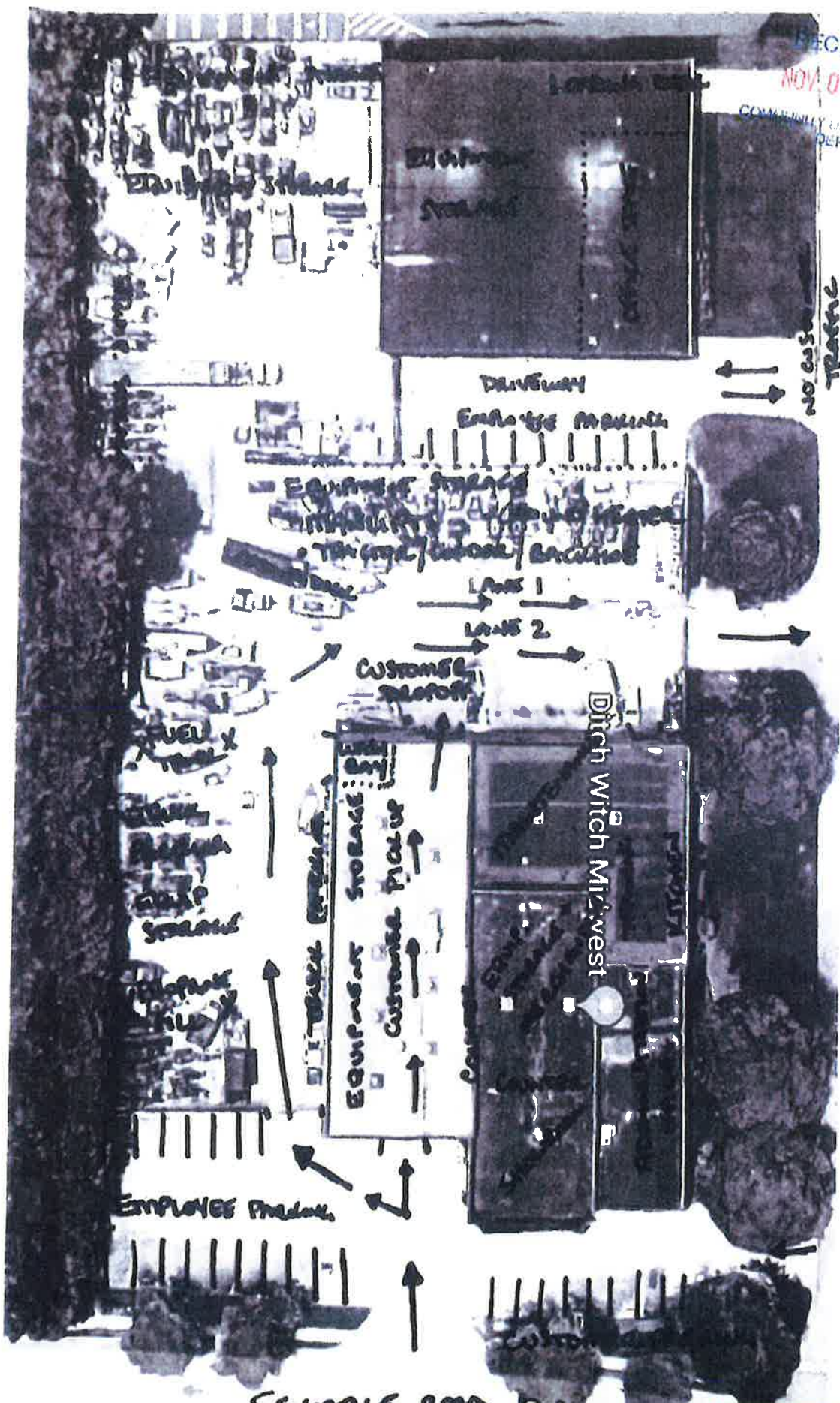
All equipment rental pickup and drop off would be conducted at 124 N. Schmale Road. We will have an indoor driveway (similar to a car dealership) on the West end of the building where customers can pull in and pick up equipment, and an outdoor driveway around the exterior South and West sides of the building where customers can pull in a drop off equipment. We plan to set up a counter with a computer terminal adjacent to the indoor driveway to make sure there is consistent and timely traffic flow through the lot. We don't expect any cases where transaction would occur on Randy Road or vehicles would stack up on Schmale Road.

Customers are not allowed to drop off equipment after hours. We will have signage notifying customers they aren't allowed to drop off equipment after hours, and it is also written into their rental contract. There are limited cases where the store employees will stay on site and keep the store open for customers to drop off equipment after hours, but that is usually only if a customer is going to be 5-10 minutes late returning equipment.

RECEIVED

NOV 01 2019

COMMUNITY DEVELOPMENT DEPT



Equipment Storage

Equipment Storage

DRIVEWAY

Employee Parking

Equipment Storage

COMMUNITY DEVELOPMENT DEPT

TRUCKS / TRAILERS / BACKHOES

LANE 1

LANE 2

CUSTOMER PICKUP

FUEL TANK

Equipment Storage

Equipment Storage

Equipment Storage

Equipment Storage

Equipment Storage

Equipment Storage

Equipment Storage

Equipment Storage

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Equipment Storage

Equipment Storage

Equipment Storage

Equipment Storage

NO CASE TRAFFIC

Ditch Witch Midwest

RANDY ROAD

SCHMALE ROAD

Schmale Rd

EXHIBIT C

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR ACTIVITIES AND OPERATIONS IN THE FORM OF THE STORAGE OF EQUIPMENT, AND A SPECIAL USE PERMIT FOR EQUIPMENT AND MACHINERY RENTAL OPERATIONS IN THE I INDUSTRIAL DISTRICT (RENTAL MAX, LLC, 124 N. SCHMALE ROAD)

WHEREAS, John Jeanguenat of Rental Max, LLC, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for outdoor activities and operations in the form of the storage of equipment and installation of a propane tank, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, and a Special Use Permit for Equipment and Machinery Rental Operations, as provided in Section 16-10-2(B)(24) on the property legally described in Section 2 herein and commonly known as 124 N. Schmale Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on November 11, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permits be approved; and

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

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

SECTION 1:

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

1. Are deemed necessary for the public convenience at the location. *Rental Max is relocating its headquarters to Carol Stream, which can be viewed as beneficial to the public.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed equipment and machinery rental business will function in a similar manner as the former Ditch Witch business on both properties, and Ditch Witch also had outdoor equipment storage that was fenced in. The proposed equipment setup will be an improvement and provide a more orderly flow for equipment rentals on the properties, and should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair

property values within the neighborhood. *Other properties within the Industrial District have received Special Use approval for outdoor activities and operations, and equipment and machinery rentals, with no apparent injury to the use or enjoyment of properties in the immediate vicinity, or diminution or impairment to property values within the neighborhood.*

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

SECTION 2:

The Special Use Permits, as set forth in the above recitals, are hereby approved and granted to Rental Max, LLC, subject to the conditions set forth in Section 3, upon the real estate commonly known as 124 N. Schmale Road, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN COLBY'S FIRST SUBDIVISION IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 1971, AS DOCUMENT NO. R71-49331, AND 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF NARCO FIRST SUBDIVISION RECORDED SEPTEMBER 27, 1971, AS DOCUMENT NO. R71-49329, ALL IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That the Cover Letter (received October 2, 2019), and Supplemental Business Information Letter (received November 1, 2019), shall be adopted as part of the governing ordinance for the Special Use Permits;

2. That the following property maintenance items shall be addressed no later than June 1, 2020, and a permit shall be issued for said work:
 - a. The parking lot on the 124 N. Schmale property shall be sealcoated and restriped, and storage areas shall be striped to assist with organizing customer travel lanes.
 - b. Any damaged or missing fence slats on the 124 N. Schmale property shall be repaired or replaced.
3. That any and all maintenance work shall occur in the maintenance shop and not outside of either building;
4. That all equipment pick-up and drop-off shall be handled in the designated areas as depicted on Exhibit C and no equipment shall be allowed to be dropped off in customer or employee parking spaces or in drive aisles;
5. That a Knox padlock shall be provided on any security gates, and the Carol Stream Fire Protection District and Village Police Department shall be provided keys to said padlock for access onto the property;
6. That only customers shall be allowed to park in parking spaces designated for "customer parking" on the 124 N. Schmale property as depicted on Exhibit C, and no trucks, trailers, or equipment shall be allowed to be parked or stored in said area;
7. That the proposed propane tank shall be approved by the Office of the State Fire Marshal and a permit shall be required, along with meeting requirements set forth in the 2018 International Fire Code (IFC) Chapter 61 and the NFPA 58;
8. That the applicant must obtain the required sign permits prior to the installation of any new signage; and
9. That the sites and business must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Cover Letter (Exhibit A, received October 2, 2019).
2. Supplemental Business Information (Exhibit B, received November 1, 2019).
3. Site Plan/Aerial Photograph (Exhibit C, received November 1, 2019).

SECTION 5:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by

the owners or such other party in interest, consenting to and agreeing to be bound by all of the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 18th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, John Jeanguenat, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits. Rental Max, LLC, further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest



RECEIVED
OCT 02 2019
COMMUNITY DEVELOPMENT
DEPT

908 E. Roosevelt Rd
Wheaton, IL 60187
Phone 630-221-1133
www.rentalmax.com

To:
Village of Carol Stream
Attn: Plan Commission/Zoning Board of Appeals
500 N. Gary Avenue,
Carol Stream, IL 60188

October 2nd, 2019

Dear Plan Commission/Zoning Board of Appeals,

Thank you for taking the time to review this letter and application. My name is John Jeanguenat and I am the President of Rental Max LLC. We were founded in 1997 and quickly grew to become Chicago's largest equipment rental company. We currently have 8 locations around the Chicagoland area offering professional grade equipment ranging from backhoes to generators. Included is a copy of our full inventory catalog. We respectfully request a special use permit for outdoor storage of our rental equipment at 124 Schmale Rd and 558 Randy Rd. The two properties are currently used by Ditch Witch, who have operated there since 1970. We are currently growing, and this facility is a natural fit for our company's headquarters. We would need to install a 1,000-gallon propane tank on the Southeast corner of the 124 Schmale Property, however, we do not feel this would change the property in a significant way as there is already a petroleum tank onsite. Please see the attached site plan for proposed installation location. We would continue to use the property in a similar fashion as Ditch Witch has used it for the last 49 years. It is our belief that the residents and businesses of Carol Stream will find value in having the convenience of a Rental Max location nearby. We look forward to working with the Village of Carol Stream and the Plan Commission/Zoning Board of Appeals.

Thank you,

John Jeanguenat

President

RentalMax L.L.C.

908 E. Roosevelt Road | Wheaton, IL 60187

Phone: (630) 221-1133 ext. 110

Cell: (630) 742-6740

Email: johnj@rentalmax.com

Website: www.rentalmax.com



EXHIBIT A

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RentalMax Supplemental Business Information

It is very likely that all equipment categories will be available to rent from the Carol Stream throughout the year. RentalMax store locations share equipment inventory with each other so it is most convenient for our customers and their pickup/dropoff needs. We can specify which inventory will be stored outside and inside, but it would be fair to say that we may carry everything in the Equipment Catalog at the Carol Stream location (catalog available at www.rentalmax.com)

RentalMax sells merchandise and small equipment (e.g., chainsaws, submersible pumps, glove, safety gear) in its showroom. Resale merchandise sales make up a small minority (less than 10%) of total annual revenue.

Equipment to be stored in the gated lot:

- Air Compressors
- Compaction Equipment (Rollers)
- Concrete Equipment (Buggy)
- Dollies, Hoists and Lifts (Forklift, Telehandler)
- Dump Trucks
- Generators, Welders and Light Towers
- Ladders
- Lawn & Garden Equipment (Aerator, Chipper, Stump Grinder, Mower)
- Manlifts
- Moving Trucks
- Thawing and Curing Equipment
- Tractors, Loaders, Backhoes
- Trailers
- Trenchers

Equipment to be stored indoors:

- Audio/Visual Equipment
- Automotive Tools and Jacks
- Compaction Equipment (Compactors)
- Concrete Equipment (Grinders, Saws)

- Dollies, Hoists and Lifts (Dolly)
- Floor, Carpet and Tile
- Hand Tools
- Heaters, Fans and Scrubbers
- Indirect Air Heating
- Lawn & Garden Equipment (Saw, Trimmer)
- Painting and Wallpaper Equipment
- Plumbing & Electrical Equipment
- Power Tools
- Pressure Washers
- Pumps and Hoses
- Scaffolding
- Traffic Control Equipment
- Party (Chairs, Tables, Fun Food Machines)

Office Space

RentalMax Finance/Administration and Central Operations will utilize existing office space on the North end of the 124 N. Schmale Road building. We will also utilize the office space in 558 Randy Road for Central Operations and Sales. We will indicate the space to be used as office space, including offices, conference room, training center and kitchen.

Maintenance Shop

RentalMax Mechanics will occupy the Maintenance Shop on the South end of the 124 N. Schmale Road building. We will indicate the space to be used as a Maintenance Shop.

Rental Counter/Showroom

RentalMax will have a Rental Counter and Showroom on the East end of the 124 N. Schmale Road building. This part of the building will have rental customer traffic and resale merchandise.

The lanes on the aerial photograph refer to the traffic lanes we would set up for customers in an effort to maximize traffic flow. By setting up traffic lanes – and directing customers to a specific lane based on their rental equipment type – we would expect an efficient traffic flow in and out of the parking lot for customers. In addition, we plan to have RentalMax delivery vehicles coming and going from the lot on a daily basis.

Store Hours are 6 a.m.-5 p.m. (Monday through Friday and 7 a.m.-2 p.m. (Saturdays). At the beginning, we would plan to only have employees at the 124 N. Schmale Road building. We anticipate having 15 employees working in the properties. The main parking lot runs along the East side of the 124 N. Schmale Road property. Employees would park on the South end of that parking lot, and we would leave the parking spaces on the North end of that parking lot open for Customers to park. There would be overflow parking at 558 Randy Road as well. There will also be 2-3 parking spaces for trucks and trailers outside the West wall of the 124 N. Schmale Road property.

All equipment rental pickup and drop off would be conducted at 124 N. Schmale Road. We will have an indoor driveway (similar to a car dealership) on the West end of the building where customers can pull in and pick up equipment, and an outdoor driveway around the exterior South and West sides of the building where customers can pull in a drop off equipment. We plan to set up a counter with a computer terminal adjacent to the indoor driveway to make sure there is consistent and timely traffic flow through the lot. We don't expect any cases where transaction would occur on Randy Road or vehicles would stack up on Schmale Road.

Customers are not allowed to drop off equipment after hours. We will have signage notifying customers they aren't allowed to drop off equipment after hours, and it is also written into their rental contract. There are limited cases where the store employees will stay on site and keep the store open for customers to drop off equipment after hours, but that is usually only if a customer is going to be 5-10 minutes late returning equipment.

RECEIVED

NOV 01 2019

COMMUNITY DEVELOPMENT DEPT

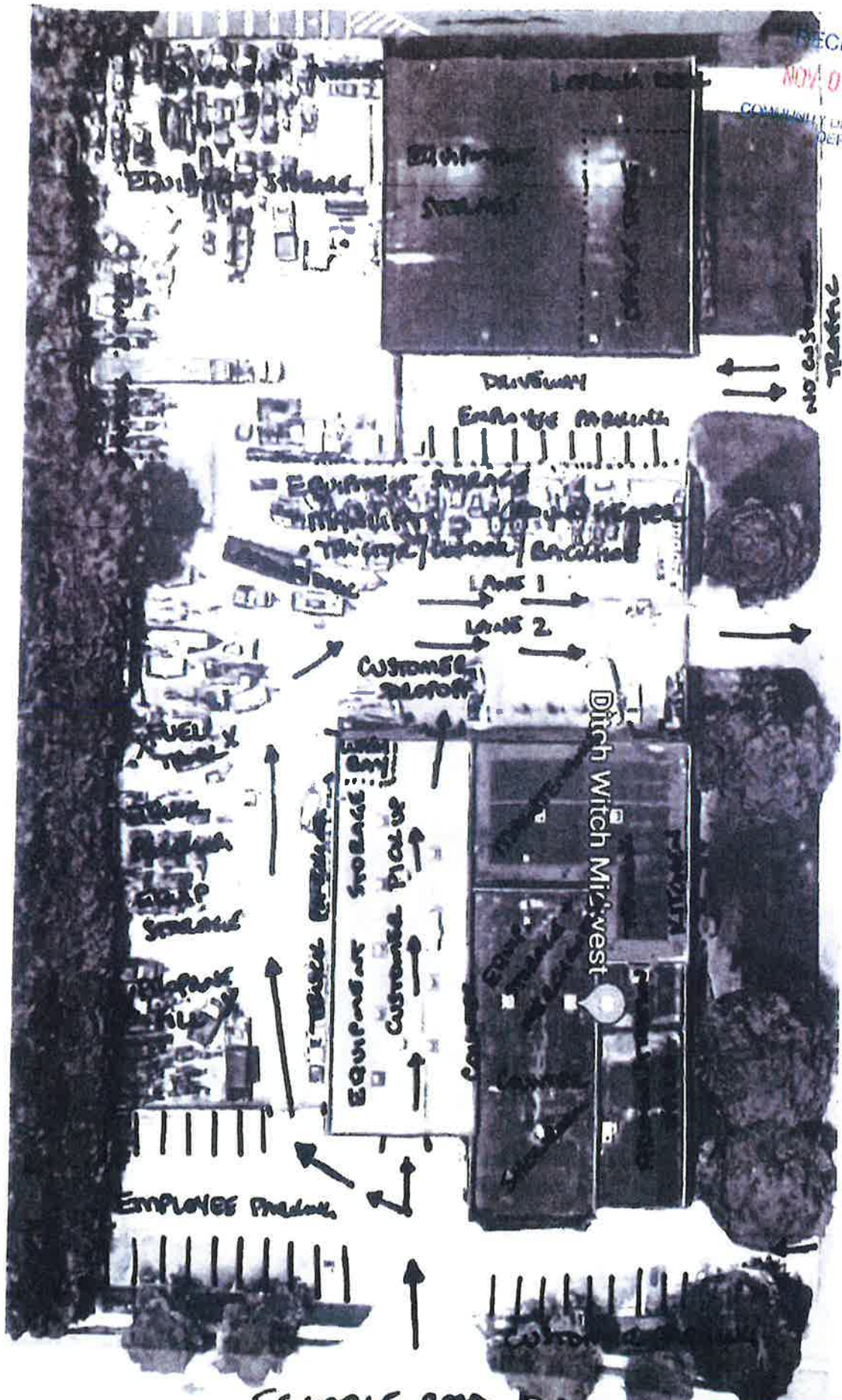


EXHIBIT C

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR ACTIVITIES AND OPERATIONS IN THE FORM OF THE STORAGE OF TRAILERS AND VEHICLES IN THE I INDUSTRIAL DISTRICT (FIBER NODE SERVICES, INC., 525 RANDY ROAD)

WHEREAS, Shawn Larson with Fiber Node Services, Inc., hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow for outdoor activities and operations in the form of the storage of trailers and vehicles in the I Industrial District, as provided in Section 16-10-2(B)(14) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 525 Randy Road, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-15-8 of the Carol Stream Code of Ordinances, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on November 11, 2019, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Permit be approved; and

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

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

SECTION 1:

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

1. Is deemed necessary for the public convenience at the location. *The applicant is providing suitable screening for the proposed outdoor storage area, and will be convenient for business operations at this location.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *Since the outdoor storage is proposed to be properly screened and located in the rear of the property, this outdoor activity should not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.*
3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. *Other properties within the Industrial District have received Special Use approval for outdoor activities and operations in the form of outdoor trailer parking and storage with no apparent injury to the use or enjoyment of properties in the immediate vicinity or diminution or impairment to property values within the neighborhood.*

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

SECTION 2:

The Special Use Permit, as set forth in the above recitals, is hereby approved and granted to Fiber Node Services, Inc., subject to the conditions set forth in Section 3, upon the real estate commonly known as 525 Randy Road, Carol Stream, Illinois, and legally described as follows:

LOT 1 IN NARCO 11TH INDUSTRIAL SUBDIVISION, IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 25, 1978 AS DOCUMENT NO. R78-80531 AND CERTIFICATE OF CORRECTION RECORDED DECEMBER 7, 1978 AS DOCUMENT NO. R78-117163, IN DUPAGE COUNTY, ILLINOIS, AND

LOT 1 IN NARCO 7TH INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 21, 1976 AS DOCUMENT NO. R76-39801, IN DUPAGE COUNTY, ILLINOIS

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That all equipment and trailers stored outdoors shall be stored on a hard surface within the fenced area of the site;
2. That the gates for the storage area shall be kept closed at all times except when vehicles or equipment are entering or exiting the area, and that the gate location on the south side of the storage area shall be located so that it aligns with the easternmost drive aisle on the property;

3. That the fencing shall be provided on all four sides of the outdoor storage area and shall be maintained in good condition so as to provide effective solid screening of the outdoor storage area; and
4. That the site must be maintained and the business must be operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Plat of Survey denoting storage area with gates (Exhibit A, received November 13, 2019).
2. Photos of trucks, trailers, cargo container, and fencing (Exhibits B-1 through B-4, received October 10, 2019).

SECTION 5:

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

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permits after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

PASSED AND APPROVED THIS 18th DAY OF NOVEMBER, 2019.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr. Mayor

ATTEST:

Laura Czarnecki, Village Clerk

I, Shawn Larson, being the owner and/or party in interest of the Subject Property legally described in this ordinance, do hereby accept, concur, and agree to develop and use the Subject Property in accordance with the terms and conditions of this Ordinance, and I understand that if I do not do so, I am subject to the penalties set forth in Section 16-17-7 A and B of the Carol Stream Code of Ordinances, and/or termination of the special use permit. Fiber Node Services, Inc. further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

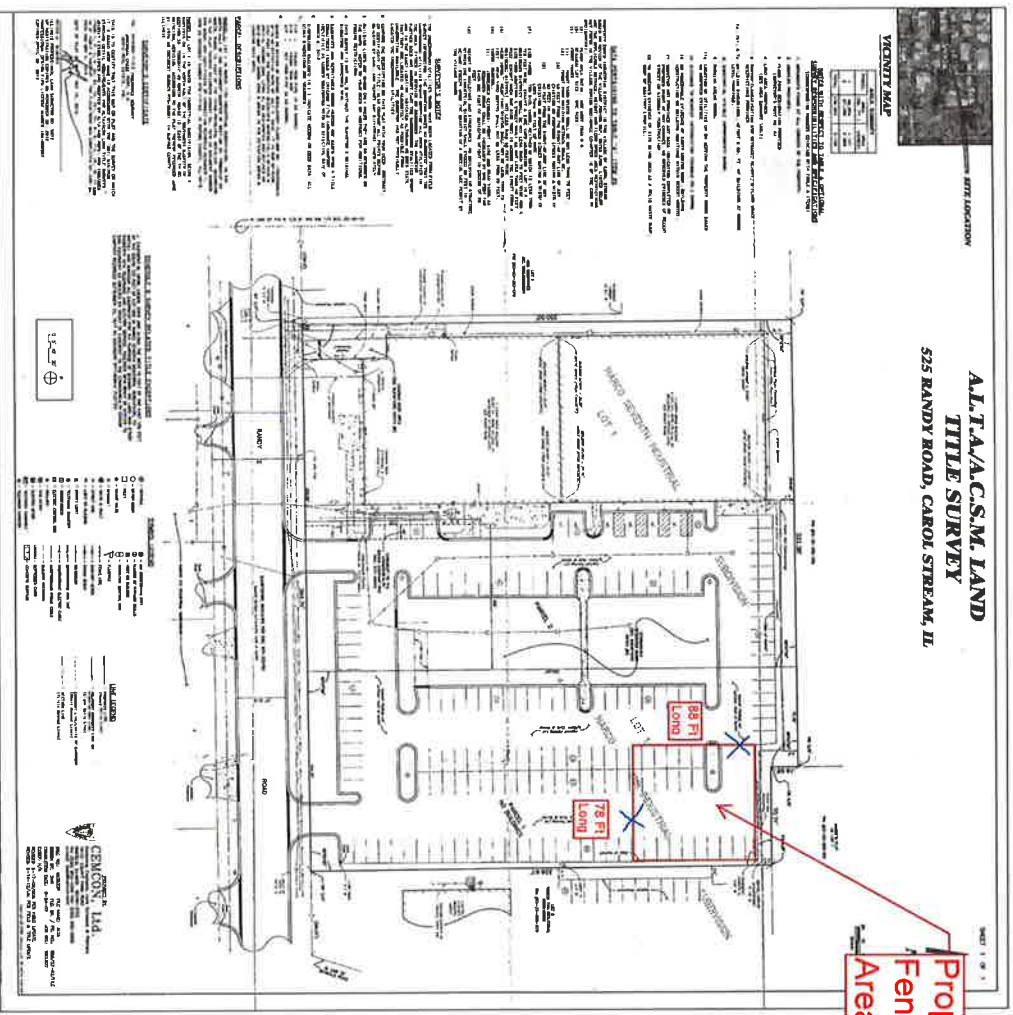
RECEIVED

NOV 13 2019

COMMUNITY DEVELOPMENT
DEPT

**ALLEN
OLSEN**
ARCHITECT
21W983 WALNUT ROAD
GLEN ELLYN, IL 60137
630.842.2625
allenolsen@gmail.com
© COPYRIGHT 2018

**A.L.T.A./A.C.S.M. LAND
TITLE SURVEY**
525 RANDY ROAD, CAROL STREAM, IL



**Proposed
Fenced In
Area**

1" = 40'-0"

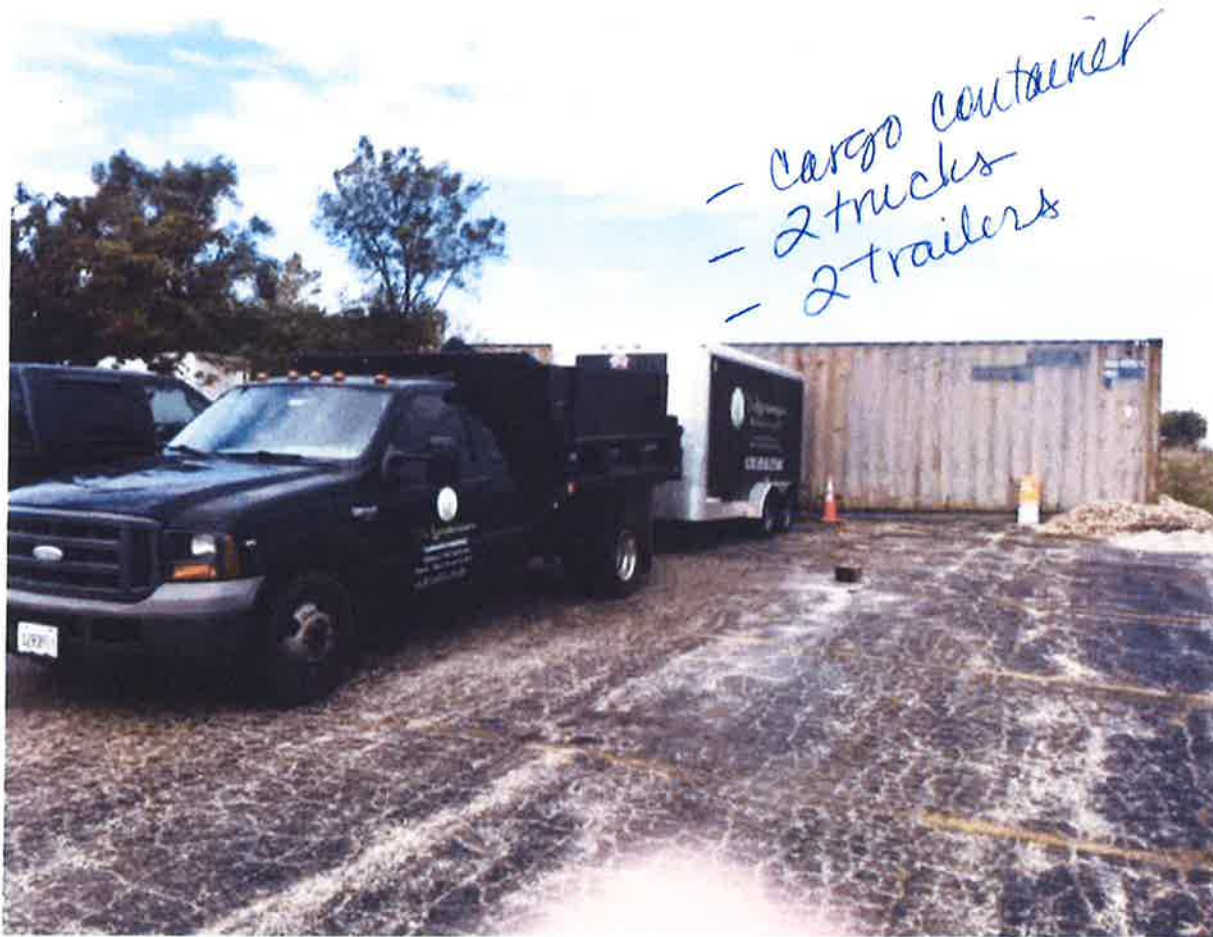
EXHIBIT A

<p>FIBER NODE SERVICES INC.</p>	<p>SITE SURVEY</p>	<p>T-20</p>
		<p>11/13/2019</p>

Shawn Larson

From: Shawn Larson <shawn@fibernode.com>
Sent: Monday, September 30, 2019 1:25 PM
To: Shawn Larson
Subject: Parking Lot

OCT 10 2019
COMMUNITY DEVELOPMENT
DEPT



To be parked / located within proposed fenced area when not in use.

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OCT 10 2019
COMMUNITY DEVELOPMENT
DEPT



Our onsite repair vehicle - to be parked within the proposed fenced area when not in use.



OCT 10 2019
COMMUNITY DEVELOPMENT
DEPT

Thanks,

Shawn Larson
Director of Operations
Fiber Node Services, Inc.
525 Randy Road
Carol Stream, IL. 60188
Cell: 1-224-392-5522
E-Mail: shawn@fibernode.com

*Delivery truck
to be parked within
proposed fenced area when
not in use.*

Sent from my iPhone

REC'D
OCT 1 11 2019
COMMUNITY DEVELOPMENT
DEPT

Proposed
fencing
to be
used
please see
diagram
for specs
of use.



Vinyl Fence High Desert

EXHIBIT B-4

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

AGENDA ITEM
L-1 11/18/19

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLIES	17.50	01640100-53314	OFFICE SUPPLIES	491559	
OFFICE SUPPLIES	68.59	01640100-53314	OFFICE SUPPLIES	491705	
OFFICE SUPPLIES	32.21	01662600-53314	OFFICE SUPPLIES	496405	
OFFICE SUPPLIES	141.54	01662600-53314	OFFICE SUPPLIES	496232	
	<u>259.84</u>				
ACTION LOCK & KEY					
CYLINDER SWITCH	39.99	01680000-52244	MAINTENANCE & REPAIR	068625	
	<u>39.99</u>				
ADVANCE AUTO PARTS PROFESSIONAL					
EPOXY	7.35	01696200-53317	OPERATING SUPPLIES	2420-450647	
OC BELT	50.81	01696200-53354	PARTS PURCHASED	2420-450733	
OC FITTINGS	28.40	01696200-53354	PARTS PURCHASED	2420-450649	
OC HOSE	9.27	01696200-53354	PARTS PURCHASED	2420-450343	
OC SWITCH	9.78	01696200-53354	PARTS PURCHASED	2420-450498	
OC TIE ROD	112.47	01696200-53354	PARTS PURCHASED	2420-450235	
SAFETY GLASSES	6.15	01696200-53317	OPERATING SUPPLIES	2420-449383	
SAFETY GLASSES	24.60	01696200-53317	OPERATING SUPPLIES	2420-449385	
SP RETURN-SP VALVE SPRING	-79.32	01696200-53354	PARTS PURCHASED	2420-449398	
SP VALVE SPRING	79.32	01696200-53354	PARTS PURCHASED	2420-449289	
WHEEL WEIGHTS	11.69	01696200-53317	OPERATING SUPPLIES	2420-450052	
	<u>260.52</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
AMAZON.COM					
2ND AMR READER PW	2,099.90	01652800-54412	OTHER EQUIPMENT	0571411	
AMR READER REFUND	-2,090.00	01652800-54412	OTHER EQUIPMENT	0571411	
AMR READER REFUND	-10.00	01652800-54412	OTHER EQUIPMENT	0571411	
BOOT DRYERS	110.11	04101500-53317	OPERATING SUPPLIES	5617002	
BUNKROOM SUPPLIES	799.75	01670400-53317	OPERATING SUPPLIES	4678626	
EAR MUFFS	62.55	01696200-53317	OPERATING SUPPLIES	3878633	
FALL 2019 TREE WATERING BAGS	47.25	01670700-52268	TREE MAINTENANCE	1604257	
FAN FOR TRAINING ROOM	169.99	01662700-52223	TRAINING	7885850	
MISC PHONE SUPPLIES	71.23	01652800-53317	OPERATING SUPPLIES	9837831	
MOTORCYCLE COVER-EVID	33.83	01662700-53317	OPERATING SUPPLIES	1824203	
OC PLOW DEFLECTOR	222.49	01696200-53354	PARTS PURCHASED	6617867	
OFFICE SUPPLIES	27.00	01670100-53317	OPERATING SUPPLIES	1360214	
OFFICE SUPPLIES	27.00	01690100-53314	OFFICE SUPPLIES	1360214	
OFFICE SUPPLIES	27.00	04200100-53314	OFFICE SUPPLIES	1360214	
OFFICE SUPPLIES	52.62	01662600-53314	OFFICE SUPPLIES	0284205	
PLATFORM STEP	57.97	01696200-53350	SMALL EQUIPMENT EXPENSE	2394644	
RETURN	-15.91	04101500-53317	OPERATING SUPPLIES	8274613RET	
RETURN	-15.91	04201600-53317	OPERATING SUPPLIES	8274613RET	
RETURN	-15.91	01670600-53317	OPERATING SUPPLIES	8274613RET	
RETURN	-15.91	01696200-53317	OPERATING SUPPLIES	8274613RET	
S & I BOOKS	60.55	01670200-53317	OPERATING SUPPLIES	2748268	
SALINE EYE WASH BTL	14.57	04201600-53317	OPERATING SUPPLIES	9452264	
SPCC SUPPLIES	130.91	04101500-53317	OPERATING SUPPLIES	8274613	
SPCC SUPPLIES	130.91	04201600-53317	OPERATING SUPPLIES	8274613	
SPCC SUPPLIES	130.91	01670600-53317	OPERATING SUPPLIES	8274613	
SPCC SUPPLIES	130.91	01696200-53317	OPERATING SUPPLIES	8274613	
TAILGATE PLATES	18.95	01600000-52242	EMPLOYEE RECOGNITION	7389031	
TALL SWEATSHIRTS	79.99	04100100-53324	UNIFORMS	3775423	
TALL SWEATSHIRTS	157.21	04200100-53324	UNIFORMS	5429028	
TAPE MEASURE	34.94	01696200-53316	TOOLS	8796212	

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TIMER	6.99	04200100-53314	OFFICE SUPPLIES	1236209	
	<u>2,541.89</u>				
AMERICAN LEGAL PUBLISHING CORP					
OCTOBER CODE 2019	90.64	01520000-52253	CONSULTANT	0131127	
	<u>90.64</u>				
ANDERSON PEST SOLUTIONS					
2 NEW MOUSE TRAPS	28.00	01670400-52244	MAINTENANCE & REPAIR	5379724	
	<u>28.00</u>				
ARMBRUST PLUMBING & HEATING INC					
BACKFLOW TESTS	539.75	01680000-52244	MAINTENANCE & REPAIR	122895	
	<u>539.75</u>				
ARTISTIC ENGRAVING					
RUDELICH SHADOWBOX	305.00	01660100-53317	OPERATING SUPPLIES	14439	
	<u>305.00</u>				
B & B CONCRETE LIFTING INC					
SIDEWALK MUDJACKING-ZONES 1&2	48,500.00	01670500-52272	PROPERTY MAINTENANCE	2486 PO-3750	
	<u>48,500.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
250 N SCHMALE-BLDG REVIEW 19-51275-NEWC	2,166.84	01643700-52253	CONSULTANT	52478	
371 N GARY-FIRE ALARM 19-51348-LVWG	200.00	01643700-52253	CONSULTANT	52504	
470 E NORTH AVE-FIRE ALARM 19-57344-FIRE	510.00	01643700-52253	CONSULTANT	52489	
550 CENTER-BLDG REVIEW 19-51359-RMDL	1,369.37	01643700-52253	CONSULTANT	52490	
	<u>4,246.21</u>				
BASIC IRRIGATION SERVICES INC					
TC AERATOR	495.00	01670600-52272	PROPERTY MAINTENANCE	26182	
	<u>495.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
BEST MANAGEMENT PRODUCTS, INC					
SNOUT TALL OAKS POND	437.40	01670600-53317	OPERATING SUPPLIES	13475	
	<u>437.40</u>				
BLOOMING COLOR OF ST CHARLES					
AMR DOOR TAGS	291.40	04200100-53314	OFFICE SUPPLIES	257992	
ARIDE MANUALS	337.94	01662300-53317	OPERATING SUPPLIES	257864	
ARIDE MANUALS	500.00	01662300-53317	OPERATING SUPPLIES	257864	
ARIDE MANUALS	500.00	01662300-53317	OPERATING SUPPLIES	257936	
ARIDE MANUALS	500.00	01662300-53317	OPERATING SUPPLIES	257864	
ARIDE MANUALS	500.00	01662300-53317	OPERATING SUPPLIES	257864	
SGT GREY BIZ CARDS	38.12	01664700-53317	OPERATING SUPPLIES	257120	
W/S DOOR TAGS	194.17	04200100-53315	PRINTED MATERIALS	257845	
	<u>2,861.63</u>				
BRISCOE SIGNS LLC					
3PVC SIGNS	25.00	01680000-53319	MAINTENANCE SUPPLIES	4373	
	<u>25.00</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS OCTOBER 2019	400.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS OCT 2019	
	<u>400.00</u>				
C S PUBLIC LIBRARY					
LIBRARY LOAN -RES 3048 10/15/19	2,000,000.00	01-12701	LOAN TO LIBRARY	3048	
PPRT OCT 2019	9,751.12	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT OCT 2019		
	<u>2,009,751.12</u>				
CALIBRE PRESS LLC					
STREET SURVIVAL BOOKS	244.69	01662700-53318	REFERENCE MATERIALS	73585	
	<u>244.69</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
CANON SOLUTIONS AMERICA					
MAINTENANCE-COPIER	561.65	01652800-52226	OFFICE EQUIPMENT MAINTENAN	029092644	
	<u>561.65</u>				
CAPUTO'S NEW FARM PRODUCE- CAROL STREAM INC					
DIST 6 MTG 10/17/19	59.99	01520000-52222	MEETINGS	006420	
TABLE CLOTHS	9.52	01670400-53317	OPERATING SUPPLIES	00768643	
	<u>69.51</u>				
CDW GOVERNMENT LLC, CDW GOVERMENT,CDWG					
LAPTOP CASE	195.33	01652800-53317	OPERATING SUPPLIES	VJW8977	
	<u>195.33</u>				
CHICAGO PARTS AND SOUND					
OC WIPERS	62.50	01696200-53354	PARTS PURCHASED	1-0105829	
	<u>62.50</u>				
CHICAGO TRIBUNE-REDEYE					
LAST MONTHLY CHARGE	15.96	01660100-52234	DUES & SUBSCRIPTIONS	180910679 10/19 FINL	
	<u>15.96</u>				
CITY ELECTRIC SUPPLY					
ST LIGHT	284.48	01670300-53215	STREET LIGHT SUPPLIES	GUR/088798	
	<u>284.48</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-OCTOBER 2019	4,490.00	01570000-52238	LEGAL FEES	11895	
	<u>4,490.00</u>				
COMCAST CABLE					
09/20/19-10/19/19 FEE	82.95	01664700-53330	INVESTIGATION FUND	0483228 10/11/19	
ELEVATOR PHONES 9/20/19-10/19/19	83.53	01652800-52230	TELEPHONE	0010112 09/16/19	
	<u>166.48</u>				

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COMED					
1015 LIES RD-TOWER #4 10/15/19-11/13/19	39.77	04201600-53210	ELECTRICITY	2514004009 11/13/19	
1015 LIES RD-TOWER #4 9/16/19-10/15/19	31.42	04201600-53210	ELECTRICITY	2514004009 10/15/19	
1025 LIES RD-CONTROLLER 10/15/19-11/13/19	79.11	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 11/13/19	
1025 LIES RD-CONTROLLER 9/16/19-10/15/19	77.38	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 10/15/19	
106 GOLDENHILL 9/20/19-10/21/19	29.06	01670600-53210	ELECTRICITY	2127117053 10/21/19	
1128 EVERGREEN TRL-LIFT STATION 9/18/19-10/17/19	102.61	04101500-53210	ELECTRICITY	0291093117 10/17/19	
1415 MAPLE RIDGE-PUMP 9/18/19-10/17/19	110.18	01670600-53210	ELECTRICITY	5838596003 10/17/19	
333 FULLTERTON-WELL #3 9/16/19-10/15/19	198.40	04201600-53210	ELECTRICITY	0300009027 10/16/19	
391 ILLINI DR 9/17/19-10/16/19	181.02	01670600-53210	ELECTRICITY	4430145023 10/16/19	
465 CENTER-CONTROL CABINET 9/17/19-10/16/19	77.97	01670300-53213	STREET LIGHT ELECTRICITY	2859083222 10/16/19	
850 LONGMEADOW-AERATOR 9/17/19-10/16/19	101.79	01670600-53210	ELECTRICITY	1865134015 10/16/19	
879 DORCHESTER DR-AERATOR 9/17/19-10/16/19	98.66	01670600-53210	ELECTRICITY	0803155026 10/16/19	
KUHN RD 9/17/19-10/16/19	36.95	01662300-52298	ATLE SERVICE FEE	4202129060 10/16/19	
	1,164.32				
COMPASS MINERALS AMERICA INC					
ROCK SALT 19-20 WINTER SEASON (PO-3720)	40,526.79	01670200-53335	SALT	518869	20200053
ROCK SALT 19-20 WINTER SEASON 10/29/19 PO-	26,639.29	01670200-53335	SALT	519774	20200053
	67,166.08				
CONSTELLATION NEW ENERGY					
300 BENNETT DR-LIGHTS VARIOUS DATES #15970	3,565.53	01670300-53213	STREET LIGHT ELECTRICITY	7280332-16 10/21/19	
	3,565.53				
CORE & MAIN LP					
BACK YARD CATCH BASIN	40.00	01670600-53317	OPERATING SUPPLIES	L452889	
HYDRANT PARTS	205.00	04201600-53317	OPERATING SUPPLIES	L458348	
HYDRANT PARTS OIL	58.50	04201600-53317	OPERATING SUPPLIES	L487001	
HYDRANT STEM	200.11	04201600-53317	OPERATING SUPPLIES	L481892	
	503.61				

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COVERALL NORTH AMERICA INC					
JANITORIAL SVCS PO-3707 11/1/19-11/30/19	1,422.00	01670100-52276	JANITORIAL SERVICES	1010648244	20200003
	<u>1,422.00</u>				
CYBERSOURCE CORP					
AUTHNET CC FEES OCT 2019	25.00	01610100-52256	BANKING SERVICES	AUTHNET 10/31/19	
AUTHNET TRANS FEES OCT 2019	1.20	01610100-52256	BANKING SERVICES	CYBER SRC 10/31/19	
	<u>26.20</u>				
DELUXE TOWING					
TOW FEES-#661	210.00	01662700-52212	AUTO MAINTENANCE & REPAIR	88547	
TOW FEES-17 DODGE DURANGO #670	103.00	01662700-52212	AUTO MAINTENANCE & REPAIR	89867	
TOW FEES-SEIZED VEHICLES	140.00	01662700-52212	AUTO MAINTENANCE & REPAIR	87708	
TOW FEES-SEIZED VEHICLES	140.00	01662700-52212	AUTO MAINTENANCE & REPAIR	88555	
TOW FEES-SEIZED VEHICLES	140.00	01662700-52212	AUTO MAINTENANCE & REPAIR	88559	
TOW FEES-SEIZED VEHICLES	140.00	01662700-52212	AUTO MAINTENANCE & REPAIR	89446	
	<u>873.00</u>				
DICKS SPORTING GOODS					
TENT	137.98	01670500-53317	OPERATING SUPPLIES	018843	
	<u>137.98</u>				
DISCOVERY BENEFITS					
FLEX ADMIN-OCTOBER 2019	215.00	01600000-52273	EMPLOYEE SERVICES	00001075118-IN	
	<u>215.00</u>				
DOLLAR GENERAL					
PRISONER PROP BAGS	0.50	01662700-53324	UNIFORMS	453022	
	<u>0.50</u>				
DOLLAR TREE					
SAILER RETIREMENT	3.00	01600000-52242	EMPLOYEE RECOGNITION	014080	
	<u>3.00</u>				

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DULUTH TRADING CO					
CLOTH ALLOW-ZAKERSKI	159.00	01664700-53324	UNIFORMS	081341	
	<u>159.00</u>				
DUPAGE CHRYSLER DODGE JEEP					
OC MODULE	435.05	01696200-53354	PARTS PURCHASED	76294	
OC NOZZLE	11.16	01696200-53354	PARTS PURCHASED	76603	
SP FUEL PUMP	257.95	01696200-53354	PARTS PURCHASED	76213	
SP-COMPRESSOR	581.35	01696200-53354	PARTS PURCHASED	76149	
	<u>1,285.51</u>				
DUPAGE COUNTY					
FAIR OAKS EMERGENCY RETAIN.WALL REPAIR	745.00	11740000-55486	ROADWAY CAPITAL IMPROVEMENTS	273	
	<u>745.00</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
AUG ANIMAL CONTROL	500.00	01662700-52249	ANIMAL CONTROL	4840	
	<u>500.00</u>				
DUPAGE COUNTY CLERK					
NOTARY-HILDA GUZMAN	10.00	01662600-52234	DUES & SUBSCRIPTIONS	NOTARY 2019-GUZMAN	
NOTARY-MABBITT	10.00	01662700-52234	DUES & SUBSCRIPTIONS	NOTARY 2019-MABBITT	
	<u>20.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCHASE-SEPT 2019	494,172.07	04201600-52283	DUPAGE CTY WATER COMMISSION	08/31/19-09/30/19	
	<u>494,172.07</u>				
ENFORCEMENT VIDEO, LLC					
REPLACEMENT MICS	702.00	01662700-53350	SMALL EQUIPMENT EXPENSE	ACCINV0021821	
	<u>702.00</u>				

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ENVIRO TEST PERRY LABORATORIES					
380 BARTON-WTR SAMPLE	75.00	04201600-52279	LAB SERVICES	19-52277	
	<u>75.00</u>				
EXAMINER PUBLICATIONS INC					
TRUTH IN TAX AD 11/6/19	432.00	01520000-52240	PUBLIC NOTICES/INFORMATION	54628	
	<u>432.00</u>				
FBINAA					
TRAINING-COOPER 10/14/19-10/16/19	300.00	01660100-52223	TRAINING	5C805261XY2902617	
	<u>300.00</u>				
FEDEX					
DUI KITS TO AFTL	9.12	01662400-53317	OPERATING SUPPLIES	940243601246	
DUI KITS TO AFTL	10.92	01662400-53317	OPERATING SUPPLIES	940242312141	
PRIORITY POSTAGE	28.23	04201400-52229	POSTAGE	6-680-07905	
	<u>48.27</u>				
FIRESTONE COMPLETE AUTO CARE					
OC TIRES	249.44	01696200-53354	PARTS PURCHASED	069502	
	<u>249.44</u>				
FLOLO CORPORATION					
LASER ALIGN PUMPS	1,372.00	04201600-52244	MAINTENANCE & REPAIR	099179	
	<u>1,372.00</u>				

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GALLS LLC					
BUCHOLZ	144.92	01662700-53324	UNIFORMS	013516243	
BUCHOLZ	162.40	01662700-53324	UNIFORMS	013399332	
CASTRO	92.50	01662700-53324	UNIFORMS	013641087	
CIESLOWSKI	48.89	01662700-53324	UNIFORMS	013761769	
CIESLOWSKI	76.51	01662700-53324	UNIFORMS	013831380	
EAGAN	72.85	01662700-53324	UNIFORMS	013462942	
EAGAN CREDIT MEMO	-70.75	01662700-53324	UNIFORMS	013422898	
MABBITT	151.50	01662700-53324	UNIFORMS	013526020	
S CADLE	214.84	01662700-53324	UNIFORMS	013855234	
	893.66				
GIS CONSORTIUM					
MGP GIS SERVICES 11/1/19-11/30/19	4,200.00	01652800-52257	GIS SYSTEM	550	
	4,200.00				
GOLF & BUSSE TOWING					
TOW FEES-JUL & AUG 2019	495.00	01662300-52212	AUTO MAINTENANCE & REPAIR	093460	
	495.00				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK-A RETSKE 10/27, 11/3/19	1,120.00	04103100-52253	CONSULTANT	2905260	
ACCOUNTS CLERK-A RETSKE 10/27, 11/3/19	1,120.00	04203100-52253	CONSULTANT	2905260	
OFFICE MANAGER-D KALKE 10/27, 11/3/19	2,463.36	01590000-52253	CONSULTANT	2905259	
	4,703.36				
GRAINGER					
GRINDING WHEELS	21.30	01696200-53317	OPERATING SUPPLIES	9305674393	
OC ORINGS	2.11	01696200-53354	PARTS PURCHASED	9316974964	
OC PINS	23.00	01696200-53354	PARTS PURCHASED	9322952723	
PAPER TOWELS	89.00	01670600-53317	OPERATING SUPPLIES	9303892286	
	135.41				

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H & H ELECTRIC COMPANY					
EMERGENCY STREET LIGHT-307 E LIES RD	3,491.07	01670300-52271	STREET LIGHT MAINTENANCE	33617	20200022
	<u>3,491.07</u>				
HACH COMPANY					
CHEMICALS-HYDRANT FLUSHING	561.45	04201600-53331	CHEMICALS	11650788	
	<u>561.45</u>				
HBK WATER METER SERVICE INC					
LARGE METER TESTING	285.00	04201400-52282	METER MAINTENANCE	190593	20200040
	<u>285.00</u>				
HEARTLAND RECYCLING-AURORA CCDD,LLC					
DUMPING SPOIL	612.25	04201600-52265	HAULING	0000021413	
DUMPING SPOIL	612.25	01670500-52265	HAULING	0000021413	
HAULING SPOILS	768.00	04201600-52265	HAULING	0000021307	
	<u>1,992.50</u>				

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HOME DEPOT					
	13.34	01662700-53317	OPERATING SUPPLIES	6253106	
DOOR CLOSERS	209.94	01670400-52244	MAINTENANCE & REPAIR	7010053	
HEAVY TRASH BAGS	30.29	01662400-53317	OPERATING SUPPLIES	046096	
INSULATION FOR TC	15.36	01680000-53381	TC MAINTENANCE & SUPPLIES	3012208	
LAUNDRY SOAP & WHEELS	25.94	01696200-53317	OPERATING SUPPLIES	9017987	
LUMBER FOR FH GATE	5.57	01680000-53319	MAINTENANCE SUPPLIES	4017389	
LUMBER FOR FH GATE	5.57	01680000-53319	MAINTENANCE SUPPLIES	5023546	
LUMBER FOR FH GATE	5.92	01680000-53319	MAINTENANCE SUPPLIES	3017609	
LUMBER FOR FH GATE	36.20	01680000-53319	MAINTENANCE SUPPLIES	6017093	
MATERIALS FOR FH	5.51	01680000-53319	MAINTENANCE SUPPLIES	1201293	
MATERIALS FOR FH GATE	17.79	01680000-53319	MAINTENANCE SUPPLIES	5017260	
OP'S SUPPLIES	61.44	01670400-53317	OPERATING SUPPLIES	8018105	
OPERATING SUPPLIES	175.25	04101500-53317	OPERATING SUPPLIES	9024200	
PLYWOOD	87.01	01670500-53317	OPERATING SUPPLIES	7010157	
SILICONE	8.05	01680000-53319	MAINTENANCE SUPPLIES	072410	
SPCC SUPPLIES	15.56	04101500-53317	OPERATING SUPPLIES	W940304803	
SPCC SUPPLIES	15.56	04201600-53317	OPERATING SUPPLIES	W940304803	
SPCC SUPPLIES	15.56	01670600-53317	OPERATING SUPPLIES	W940304803	
SPCC SUPPLIES	15.56	01696200-53317	OPERATING SUPPLIES	W940304803	
SPRAY PAINT	26.48	01696200-53317	OPERATING SUPPLIES	2025175	
TAX REFUND	-0.92	01670600-53317	OPERATING SUPPLIES	W940304803RE	
TAX REFUND	-0.92	01696200-53317	OPERATING SUPPLIES	W940304803RE	
TAX REFUND	-0.91	04101500-53317	OPERATING SUPPLIES	W940304803RE	
TAX REFUND	-0.91	04201600-53317	OPERATING SUPPLIES	W940304803RE	
TOTES	23.94	01670400-53317	OPERATING SUPPLIES	9017963	
WALL HOOKS & DOOR CLOSERS	6.99	01696200-53317	OPERATING SUPPLIES	7010053	
WHEELS	49.84	01696200-52284	EQUIPMENT MAINTENANCE	9017987	
	869.01				

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HOTELS-MASTERCARD					
CONF HOTEL-M LOPEZ 10/6-10/11/19	545.00	01670100-52223	TRAINING	48034785	
IATAI HOTEL-JUNGERS 10/8/19-10/10/19	305.10	01660100-52223	TRAINING	48869411	
LODGING FOR TRAINING-BACIDORE 10/8-10/11/19	305.10	01662300-52223	TRAINING	43327543	
LODGING FOR TRAINING-CLEUVER 10/8-10/11/19	305.10	01662300-52223	TRAINING	48396180	
LODGING FOR TRAINING-STAFFIEJ 10/8-10/11/19	305.10	01662300-52223	TRAINING	27051443	
LODGING FOR TRAINING-WAJDOWICZ 10/8-10/11/19	305.10	01662300-52223	TRAINING	24060949	
	2,070.50				
IAMMA					
IAMMA LUNCHEON-J CAREY 11/13/19	35.00	01590000-52223	TRAINING	1083333285	
LUNCHEON - SAM BARGHI 11/13/19	35.00	01670100-52223	MEETINGS	1091640949	
	70.00				
IGFOA					
IGFOA-JERELE 10/24/19	100.00	01610100-52223	TRAINING	IGFOA-JERELE 10/2019	
IGFOA-WYDRA 10/24/19	85.00	01610100-52223	TRAINING	IGFOA-WYDRA 10/2019	
	185.00				
IRMA					
BAUERS-AERIAL LIFT TRAINING	35.00	01670100-52223	TRAINING	IVC0011403	
FLAGGER TRAINING 09/13/19	17.00	01696200-52223	TRAINING	IVC0011388	
FLAGGER TRAINING 09/13/19	17.00	04200100-52223	TRAINING	IVC0011388	
FLAGGER TRAINING 09/13/19	17.00	04101500-52223	TRAINING	IVC0011388	
FLAGGER TRAINING 09/13/19	34.00	01670100-52223	TRAINING	IVC0011388	
INSTRUCTOR CERTIFICATION	25.00	01670100-52234	DUES & SUBSCRIPTIONS	IVC0011370	
PAULING & ROEHN-CDL SUPERVISOR	27.00	01670100-52223	TRAINING	IVC0011376	
SEPTEMBER 2019 CLOSED EVENTS	2,116.81	01590000-52215	INSURANCE DEDUCTIBLES	SALES0017856	
SEPTEMBER DEDUCTIBLE 2019	1,991.60	01590000-52215	INSURANCE DEDUCTIBLES	SALES0017821	
	4,280.41				

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IBM CORPORATION					
MOBILE DEVICE MANAGEMENT 8/1/19-8/31/19	284.00	01652800-52255	SOFTWARE MAINTENANCE	2822035	
MOBILE DEVICE MGMT 5/1/19-4/30/20	1,152.00	01652800-52255	SOFTWARE MAINTENANCE	2854329	
	<u>1,436.00</u>				
IL FIRE & POLICE COMMISSIONERS ASSN					
IFPCA 2020	375.00	01510000-52234	DUES & SUBSCRIPTIONS	2020 IFPCA-DUES	
	<u>375.00</u>				
ILLINI POWER PRODUCTS COMPANY					
FIX BREAKER	64.41	04101500-52244	MAINTENANCE & REPAIR	SWO024039-1	
LOAD BANK TEST (PO-3735)	508.00	04201600-52244	MAINTENANCE & REPAIR	SWO024026-1 PO-3735	
LOAD BANK TEST-PW BLD	758.00	04201600-52244	MAINTENANCE & REPAIR	SWO024034-2 PO-3735	
LOAD BANK TEST-WELL #3 PO-3735	440.00	04201600-52244	MAINTENANCE & REPAIR	SWO024035-1 PO-3735	
LOAD BK TEST-300 KUHN PO-3735	758.00	04101500-52244	MAINTENANCE & REPAIR	SWO024038-2 PO-3735	
LOAD BK TEST-ARMSTRNG	558.00	04201600-52244	MAINTENANCE & REPAIR	SWO024036 PO-3735	
LOAD BK TEST-CHGR CT	533.00	04101500-52224	VEHICLE INSURANCE	SWO024037 PO-3735	
LOAD BK TEST-TUBEWAY	440.00	04101500-52244	MAINTENANCE & REPAIR	SWO024039-2 PO-3735	
WAIT TIME TO ACCESS GENERATOR	63.63	04101500-52244	MAINTENANCE & REPAIR	SWO024034-1	
WAIT TIME TO ACCESS GENERATOR	78.84	04101500-52244	MAINTENANCE & REPAIR	SWO024038-1	
	<u>4,201.88</u>				
ILLINOIS ASSN OF CHIEFS OF POLICE					
ILACP DUES-ZOCHERT 12/31/20	95.00	01660100-52234	DUES & SUBSCRIPTIONS	4597	
JUNGERS DUES 12/31/2020	95.00	01660100-52234	DUES & SUBSCRIPTIONS	4517	
	<u>190.00</u>				

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ILLINOIS ASSN OF TECHNICAL ACCIDENT INVE					
BACIDOREIATAICONFEREN	195.00	01662300-52223	TRAINING	5YS35333	
CLUEVERIATAICONFERENC	195.00	01662300-52223	TRAINING	5YS35333	
CLUEVERMOTORCYCLECLAS	295.00	01662300-52223	TRAINING	5YS35333	
IATAI CONFERENCE-7 PEOPLE 10/8/19-10/11/19	195.00	01660100-52223	TRAINING	5YS35333	
IATAI DUES-BACIDORE JAN-DEC 2020	45.00	01662300-52223	TRAINING	IATAI DUE 2020-BACID	
IATAI DUES-CLUEVER JAN-DEC 2020	45.00	01662300-52223	TRAINING	IATAI DUE 2020-CLUEV	
IATAI DUES-JUNGERS JAN-DEC 2020	45.00	01660100-52223	TRAINING	IATAI DUE 2020-JUNGE	
IATAI DUES-STAFIEJ JAN-DEC 2020	45.00	01660100-52223	TRAINING	IATAI DUE 2020-STAFI	
IATAI DUES-WAJDOWICZ JAN-DEC 2020	45.00	01662300-52223	TRAINING	IATAI DUE 2020-WAJDO	
JUNGERSMOTORCYCLECLSS	295.00	01660100-52223	TRAINING	5YS35333	
STAFIEJIATAICONFERENC	195.00	01662300-52223	TRAINING	5YS35333	
WAJDOWICZIATAICONFERE	195.00	01662300-52223	TRAINING	5YS35333	
	1,790.00				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
ICMA E-CONFERENCE-J CAREY	299.00	01590000-52223	TRAINING	BC1P1F6C2DB9	
	299.00				
ILLINOIS DEPT OF FINANCIAL & PROF REGULA					
PE LICENSE RENEWAL-CLEVELAND	61.35	01620100-52234	DUES & SUBSCRIPTIONS	20304669	
	61.35				
ILLINOIS L E A P					
LEAP DUES 2020-TINA JAGERS	40.00	01660100-52234	DUES & SUBSCRIPTIONS	2020 LEAP-JAGERS	
	40.00				
ILLINOIS OFFICE OF THE STATE FIRE MARSHAL					
VH ELEVATOR CERTIFICATE	150.00	01680000-53319	MAINTENANCE SUPPLIES	5125105902	
	150.00				

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ILLINOIS SECRETARY OF STATE					
607 PROCESS FEE	2.37	01662700-52244	MAINTENANCE & REPAIR	004696	
607 REG RENEWAL	101.00	01662700-52244	MAINTENANCE & REPAIR	004696	
	<u>103.37</u>				
ILLINOIS SECTION A W W A					
MEMBERSHIP-R HOUSTON	83.00	04200100-52234	DUES & SUBSCRIPTIONS	200046455	
UTILITY MATH REFRESH-R.HOUSTON	37.00	04100100-52223	TRAINING	200046456	
UTILITY MATH REFRESH-R.HOUSTON	37.00	04200100-52223	TRAINING	200046456	
WATER/SEWER PLANS 101-R HOUSTON	18.00	04100100-52223	TRAINING	200046493	
WATER/SEWER PLANS 101-R HOUSTON	18.00	04200100-52223	TRAINING	200046493	
	<u>193.00</u>				
ILLINOIS STATE POLICE					
CS19023895/2019MR977-VEHICLE SEIZURE	800.00	01-24238	IL STATE POLICE ASSET FORFEIT	CS19023895	
	<u>800.00</u>				
ILLINOIS TACTICAL OFFICERS ASSN					
PASKEVICZ MACTAC CLASS 10/16/19 REF#12513:	435.00	01662400-52223	TRAINING	ITOA DUES 20-PASKEVI	
	<u>435.00</u>				
ILLINOIS TOLLWAY					
I-PASS REPLENISH	5.00	04100100-52223	TRAINING	062865	
I-PASS REPLENISH	5.00	04200100-52223	TRAINING	062865	
I-PASS REPLENISH	5.00	01670100-52223	TRAINING	062865	
I-PASS REPLENISH	5.00	01696200-52223	TRAINING	062865	
	<u>20.00</u>				
ILLINOIS TRUCK ENFORCEMENT ASSN					
ITEA IL DUI CONFERENCE-MABBITT 11/13-11/14,	50.00	01662700-52223	TRAINING	3509231	
	<u>50.00</u>				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
NOV 2019 INSURANCE	507.56	01621300-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	608.79	01623100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	658.33	01643600-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	752.59	01641700-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	833.98	01670700-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,015.42	04201400-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,144.98	01640100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,175.05	01621900-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,387.06	04101500-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,490.78	04100100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,620.40	01670500-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,849.40	01670200-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,855.71	01620600-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,889.13	01622200-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	1,896.96	01670300-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	2,082.73	01670600-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	2,644.72	01642100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	2,727.23	04103100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	2,727.23	04203100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	2,757.90	01620100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	2,890.77	01690100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	3,051.97	01590000-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	3,051.97	01680000-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	3,198.16	01662500-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	4,035.45	01652800-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	4,048.83	01696200-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	4,692.66	01670400-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	4,869.38	01643700-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	5,133.43	04200100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	5,250.07	04201600-51111	GROUP INSURANCE	11012019	

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NOV 2019 INSURANCE	6,497.86	01662600-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	6,582.55	01610100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	6,770.31	01662300-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	8,464.82	01662400-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	9,018.05	01670100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	13,914.59	01664700-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	28,677.21	01660100-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	43,970.30	01600000-51111	GROUP INSURANCE	11012019	
NOV 2019 INSURANCE	61,669.99	01662700-51111	GROUP INSURANCE	11012019	
	257,414.32				
INTERNATIONAL ASSN OF CHIEF OF POLICE					
IACP CONF-COOPER 10/26/19-10/29/19	500.00	01660100-52223	TRAINING	IACP 2019-COOPER	
IACP CONF-JUNGERS 10/26/19-10/29/19	500.00	01660100-52223	TRAINING	IACP 2019-JUNGERS	
IACP CONF.2019-ZOCHERT 10/26-10/29/19	500.00	01660100-52223	TRAINING	IACP 2019-ZOCHERT	
IACP DUES 10/01/19-12/31/20	190.00	01660100-52234	DUES & SUBSCRIPTIONS	0040711	
	1,690.00				
INTERNATIONAL SOCIETY OF ARBORICULTURE					
RENEWAL-NICK TECHTER	180.00	01670700-52234	DUES & SUBSCRIPTIONS	933019	
	180.00				

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INTERNET PURCHASE MASTERCARD					
BLINDS FOR SOU	343.27	01680000-53319	MAINTENANCE SUPPLIES	1412147	
CLOTH ALLOW-CHAD PASKEVICZ	32.93	01662400-53324	UNIFORMS	P-173-9244-3472	
CLOTH ALLOW-CHAD PASKEVICZ	42.49	01662400-53324	UNIFORMS	P-173-9244-3472	
CLOTH ALLOW-CHAD PASKEVICZ	96.67	01662400-53324	UNIFORMS	P-173-9244-3472	
CLOTH ALLOW-CHAD PASKEVICZ	295.33	01662400-53324	UNIFORMS	P-173-9244-3472	
FRAUD.ACTIVITY	316.17	01680000-53319	MAINTENANCE SUPPLIES	3ALUM-REF	
FRAUD.ACTIVITY	333.89	01680000-53319	MAINTENANCE SUPPLIES	4ALUM-REF	
SALES TAX CREDIT-CHARTERS ROE	-6.19	01662400-53324	UNIFORMS	20191004	
SQUAD DIAGNOSTIC	98.00	01652800-53317	OPERATING SUPPLIES	77695	
	<u>1,552.56</u>				
IT GLUE					
IT DOC SOFTWARE 9/9/19-10/9/19	95.00	01652800-52255	SOFTWARE MAINTENANCE	158049242	
	<u>95.00</u>				
J G UNIFORMS INC					
EBY	163.00	01664700-53324	UNIFORMS	62803	
GREY VEST CARRIER	205.00	01664700-53324	UNIFORMS	62804	
JOHNSON	45.00	01662700-53324	UNIFORMS	60604	
PLUMB & JOHNSON	35.00	01662700-53324	UNIFORMS	60604	
	<u>448.00</u>				
JEAN'S SEPTIC, INC					
LIFT STATION CLEANING	3,424.00	04101500-52244	MAINTENANCE & REPAIR	B19-1103 PO-3747	
	<u>3,424.00</u>				
JEWEL-OSCO					
LERMI MEETING	29.86	01662600-52222	MEETINGS	00013379	
WORKSHOP 9/30/19	23.04	01520000-52222	MEETINGS	00019864	
	<u>52.90</u>				

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JOE COTTON FORD					
OC BRAKES	498.41	01696200-53354	PARTS PURCHASED	338980	
OC SEAT CUSHION	248.60	01696200-53354	PARTS PURCHASED	338874	
OC TENSIONER	202.49	01696200-53354	PARTS PURCHASED	338958	
OC WASHERS	14.60	01696200-53354	PARTS PURCHASED	338853	
	<u>964.10</u>				
JUST A TASTE CONFECTIONS					
LERMI MEETING	32.00	01662600-52222	MEETINGS	132474 10/17/19	
SAILER RETIREMENT	150.00	01600000-52242	EMPLOYEE RECOGNITION	132471 10/03/19	
	<u>182.00</u>				
JX ENTERPRISES INC					
OC RADIO	198.29	01696200-53354	PARTS PURCHASED	2590141P	
	<u>198.29</u>				
K TECH SPECIALTY COATINGS INC					
BEET HEET CONCENTRATE 10/23/19	6,462.50	01670200-53335	SALT	201910-K0192 PO-3762	
	<u>6,462.50</u>				
KEVRON PRINTING					
SOCIAL SERVICE FORMS	206.90	01662600-53315	PRINTED MATERIALS	19-45195	
	<u>206.90</u>				
KOHL'S					
CLOTH ALLOW - BUSCH	139.96	01664700-53324	UNIFORMS	059552	
	<u>139.96</u>				
KONEMATIC INC					
NORTH GATE REPAIR	701.62	01670400-52244	MAINTENANCE & REPAIR	870625	
	<u>701.62</u>				

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KONICA MINOLTA BUSINESS SOLUTIONS					
COPY MACHINE EXPENSE	58.68	01662500-52226	OFFICE EQUIPMENT MAINTENAN	261261419	
FINANCE BIZ HUB 8/6/19-11/5/19	100.20	01610100-52226	OFFICE EQUIPMENT MAINTENAN	9006221365	
	158.88				
LANGUAGE LINE SERVICES					
SEPT. TRANSLATIONS	129.74	01662700-53317	OPERATING SUPPLIES	4655350	
	129.74				
LAUREEN A ROSE LCSW					
MBT CLINICAL CONSULTATION 10/01/19	200.00	01662500-52223	TRAINING	10012019	
	200.00				
LAW OFFICE OF MICHELLE L MOORE LTD					
LOCAL PROSECUTION-DEC 2019	2,700.00	01570000-52235	LEGAL FEES-PROSECUTION	2019-12	
LOCAL PROSECUTION-DEC 2019	8,075.58	01570000-52312	PROSECUTION DUI	2019-12	
	10,775.58				
LECHNER & SONS					
BALANCE DUE CHG	9.47	01670100-53317	OPERATING SUPPLIES	2652485	
BALANCE DUE CHG	9.48	01696200-53317	OPERATING SUPPLIES	2652485	
MATS, TOWELS & BALANCE DUE CHARGE-10/9/1	33.93	01670100-53317	OPERATING SUPPLIES	2652485	
MATS/TOWELS-10/16/19	33.93	01670100-53317	OPERATING SUPPLIES	2657648	
MATS/TOWELS-10/2/19	33.93	01670100-53317	OPERATING SUPPLIES	2649081	
MATS/TOWELS-9/18/19	32.04	01670100-53317	OPERATING SUPPLIES	2643368	
MATS/TOWELS-9/25/19	32.04	01670100-53317	OPERATING SUPPLIES	2646199	
WIPES-10/16/19	64.59	01696200-53317	OPERATING SUPPLIES	2657648	
WIPES-10/2/19	64.59	01696200-53317	OPERATING SUPPLIES	2649081	
WIPES-10/9/19	64.59	01696200-53317	OPERATING SUPPLIES	2652485	
WIPES-9/18/19	62.69	01696200-53317	OPERATING SUPPLIES	2643368	
WIPES-9/25/19	62.69	01696200-53317	OPERATING SUPPLIES	2646199	
	503.97				

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LENS ACE HARDWARE #426					
BIBS-JIM CARNEY	89.99	04200100-53324	UNIFORMS	097952	
BIBS-STEVE EVANS	-202.48	04200100-53324	UNIFORMS	024334	
BIBS-STEVE EVANS	187.48	04200100-53324	UNIFORMS	015224	
BIBS-STEVE EVANS	202.48	04200100-53324	UNIFORMS	024334-1	
	<u>277.47</u>				
LEXISNEXIS					
SEPT 2019 FEE	203.00	01662400-53330	INVESTIGATION FUND	20190930	
	<u>203.00</u>				
LIVE VIEW GPS INC					
MONTHLY FEE	79.90	01664700-53330	INVESTIGATION FUND	373610	
	<u>79.90</u>				
LOWE'S HOME CENTERS					
SIDEWALK CAULK	75.36	01670500-53317	OPERATING SUPPLIES	2253457	
	<u>75.36</u>				
LRS HOLDINGS LLC					
STREET SWEEPING 10/21/19-10/25/19	8,610.00	01670600-52272	PROPERTY MAINTENANCE	PS298348	20200010
	<u>8,610.00</u>				
MARK E RADABAUGH					
TAPING & EDITING 11/4/19	100.00	01590000-52253	CONSULTANT	19-0139	
	<u>100.00</u>				
MARTIN IMPLEMENT SALES INC					
OC CUTTING EDGE	301.87	01696200-53354	PARTS PURCHASED	A72546	
STUMP GRINDER RENTAL	260.00	01670700-52264	EQUIPMENT RENTAL	R21448	
	<u>561.87</u>				

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MENARDS					
OC WOOD	51.99	01696200-53354	PARTS PURCHASED	022833	
	<u>51.99</u>				
MENDEL PLUMBING & HEATING INC					
ER VALVE PLUMB REPAIR	336.50	04201600-52244	MAINTENANCE & REPAIR	344516	
	<u>336.50</u>				
MNJ TECHNOLOGIES DIRECT					
WALL MOUNT SOU DISPLA	55.26	01664700-54413	COMPUTER EQUIPMENT	0003694496	
	<u>55.26</u>				
MULTISYSTEM MANAGEMENT COMPANY					
JANITORIAL-OCTOBER 2019	3,950.00	01680000-52276	JANITORIAL SERVICES	2093	
	<u>3,950.00</u>				
NATIONAL ENGRAVERS					
RETIRE PLAQUE SAILER	95.00	01600000-53315	PRINTED MATERIALS	73701	
	<u>95.00</u>				
NEENAH FOUNDRY COMPANY					
STORM GRATE	448.00	01670600-53317	OPERATING SUPPLIES	64846	
STORM SEWER FRAM	138.00	01670600-53317	OPERATING SUPPLIES	337044	
	<u>586.00</u>				
NEOPOST LEASING					
INK CARTRIDGE-POSTAGE MACHINE	139.73	01610100-53317	OPERATING SUPPLIES	16411268	
	<u>139.73</u>				
NEW ANNUVIA COMPANYLLC					
AED PADS	122.40	01662700-53317	OPERATING SUPPLIES	167961	
	<u>122.40</u>				

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NMI					
CC GATEWAY FEES OCT 2019	10.00	01610100-52256	BANKING SERVICES	272159115	
CC GATEWAY FEES OCT 2019	99.70	04103100-52221	UTILITY BILL PROCESSING	272166878	
CC GATEWAY FEES OCT 2019	99.70	04203100-52221	UTILITY BILL PROCESSING	272166878	
	<u>209.40</u>				
NOTARY PUBLIC ASSOCIATION OF IL					
LEUZE NOTARY RENEWAL	54.00	01662600-52234	DUES & SUBSCRIPTIONS	NOTARY 2019-LEUZE	
RENEWAL #837341-J BUCHOLZ	54.00	01662700-52234	DUES & SUBSCRIPTIONS	NOTARY 2019-BUCHOLZ	
	<u>108.00</u>				
O'REILLY AUTO PARTS					
SP BLADES	39.96	01696200-53354	PARTS PURCHASED	5514-210968	
	<u>39.96</u>				
ONSITE STORAGE SYSTEMS, INC					
SEASONAL STORAGE	300.00	01670200-53317	OPERATING SUPPLIES	19344	
	<u>300.00</u>				
ORIENTAL TRADING COMPANY INC					
ADOPT A COP SUPPLIES	153.87	01664700-53325	COMMUNITY RELATIONS	698655161	
WELLNESS EVENT GIFTS	21.98	01600000-52340	WELLNESS PROGRAM	698688509-01	
	<u>175.85</u>				
OUTDOOR HOME SERVICES HOLDINGS LLC					
WEED CONTROL-TOWN CENTER PO-3705	1,000.00	01670400-52272	PROPERTY MAINTENANCE	110893420	20200016
WEED CONTROL-VILLAGE HALL PO-3705	89.00	01670400-52272	PROPERTY MAINTENANCE	110839739	20200016
	<u>1,089.00</u>				
P F PETTIBONE & CO					
STATE TICKETS	516.80	01662600-53315	PRINTED MATERIALS	287374405	
STATE TICKETS	700.00	01662600-53315	PRINTED MATERIALS	287373893	
	<u>1,216.80</u>				

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PARKER CONCRETE PLACEMENT, INC					
CONVEYOR PO-3768 FINAL PAY	4,970.00	01670200-52264	EQUIPMENT RENTAL	10375 PO-3768	
	<u>4,970.00</u>				
PARVIN-CLAUSS SIGN COMPANY					
LETTERING FOR FINANCE	339.00	01680000-53319	MAINTENANCE SUPPLIES	83550	
	<u>339.00</u>				
PLATINUM POOLCARE AQUATECH LTD					
FOUNTAIN SEPT. MAINT.	1,861.40	01680000-52219	TC MAINTENANCE	98811	
	<u>1,861.40</u>				
POMPS TIRE SERVICE					
OC TIRES	241.92	01696200-53354	PARTS PURCHASED	410718360	
OC TIRES	543.70	01696200-53354	PARTS PURCHASED	410718836	
TIRE REPAIR #49	380.00	01696200-53353	OUTSOURCING SERVICES	640075207	
	<u>1,165.62</u>				
PRO SAFETY INC					
JULIE SUPPLIES	920.10	04201600-53317	OPERATING SUPPLIES	2/863680	
	<u>920.10</u>				
R A ADAMS ENTERPRISES					
DOC FEE TRAILER PURCHASE	65.00	01670400-54412	OTHER EQUIPMENT	T553204-1 PO-3727	
	<u>65.00</u>				
R.S. HUGHES					
EYEWEAR, HELMET	44.42	01670500-53317	OPERATING SUPPLIES	78120777-00	
EYEWEAR, HELMET	44.42	04201600-53317	OPERATING SUPPLIES	78120777-00	
	<u>88.84</u>				

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RAY O'HERRON CO					
A GUZMAN	10.00	01662700-53324	UNIFORMS	1952065	
BUSCH	178.99	01664700-53324	UNIFORMS	1951552	
C CADLE	263.45	01662700-53324	UNIFORMS	1946145	
COOPER	85.00	01662400-53324	UNIFORMS	1946143	
DUGO	137.99	01662600-53324	UNIFORMS	1952062	
FUENTES	229.96	01662700-53324	UNIFORMS	1953382	
GUNS AND LIGHTS	1,639.00	01662700-53323	WEAPONS	1936837	
HLOUSEK	1,283.40	01662700-53324	UNIFORMS	1950339	
IBARRIENTOS	298.00	01662700-53324	UNIFORMS	1950338	
INCROCCI	36.00	01662700-53324	UNIFORMS	1954028	
JOHNSON	125.00	01662700-53324	UNIFORMS	1950336	
JUNGERS	36.99	01660100-53324	UNIFORMS	1952851	
KAISER	353.94	01662700-53324	UNIFORMS	1946588	
LAKE	152.84	01662600-53324	UNIFORMS	19543527	
LALLY	38.99	01662700-53324	UNIFORMS	1954031	
LALLY	242.40	01662700-53324	UNIFORMS	1946146	
LEUZE	39.95	01662600-53324	UNIFORMS	1946142	
PLUMB	82.45	01662700-53324	UNIFORMS	1952853	
PLUMB	85.00	01662700-53324	UNIFORMS	1949047	
S CADLE	919.01	01662700-53324	UNIFORMS	1951859	
SAILER	20.00	01660100-53324	UNIFORMS	1954027	
SAILER RETIREMENT BADGE & WALLET	33.42	01660100-53324	UNIFORMS	1949052	
SAILER-COLLAR BRASS	58.44	01662700-53324	UNIFORMS	1946587	
SAILER-RETIRE BADGE	165.90	01660100-53324	UNIFORMS	1954121	
STAFIEJ	108.00	01662300-53324	UNIFORMS	1950337	
STAFIEJ	349.99	01662300-53324	UNIFORMS	1949045	
TAX	225.00	01662700-53324	UNIFORMS	1954029	
TEST KITS	431.55	01662700-53317	OPERATING SUPPLIES	1952852	
	7,630.66				

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RED WING SHOE STORE					
BOOTS-JASON PAULING	197.99	01670100-53324	UNIFORMS	096325	
	<u>197.99</u>				
REFUNDS MISC					
REFUND #2189858 19-51403-DRVW	48.00	01000000-42307	BUILDING PERMITS	19-51403-DRVW	
REFUND #2192349 19-51412-WHTR	48.00	01000000-42307	BUILDING PERMITS	19-51412-WHTR	
TICKET 242628-DOUBLE PAYMENT	30.00	01000000-45402	ORDINANCE FORFEITS	TICKET 242628	
TICKET 243320-OVERPAYMENT	10.00	01000000-45402	ORDINANCE FORFEITS	TICKET 243320	
V/S OVERPAYMENT	77.00	01000000-47602	OVER/SHORT	STICKER BUS	
	<u>213.00</u>				
REFUNDS PRESERVATION BONDS					
BOND REFUND #2020914	5,000.00	01-24302	ESCROW - GRADING	395 MISSION	
DRIVEWAY BOND REFUND #2189067 19-51381-E	300.00	01-24302	ESCROW - GRADING	1200 WOODLAKE DR	
PARKING LOT BOND REFUND	500.00	01-24302	ESCROW - GRADING	360 E GUNDERSEN	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	623 E GUNDERSEN	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	635 E GUNDERSEN	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	639 E GUNDERSEN	
STOOP BOND REFUND	200.00	01-24302	ESCROW - GRADING	643 E GUNDERSEN	
	<u>6,600.00</u>				
REFUNDS TAX STAMPS					
368 WEXFORD-STAMP 30955	525.00	01000000-41208	REAL ESTATE TRANSFER TAX	STAMP 30955	
	<u>525.00</u>				
REFUNDS W&S FINALS					
	9.98	04-12110	ACCOUNT RECEIV WATER & SEWER	77832	
	44.00	04-12110	ACCOUNT RECEIV WATER & SEWER	77831	
	55.86	04-12110	ACCOUNT RECEIV WATER & SEWER	77830	
	67.91	04-12110	ACCOUNT RECEIV WATER & SEWER	77834	
	201.29	04-12110	ACCOUNT RECEIV WATER & SEWER	77833	
	<u>379.04</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RESTAURANT-MASTERCARD					
ARIDE TRAINING 9/26/19	67.92	01662700-52223	TRAINING	001325	
ARIDE TRAINING 9/27/19	67.92	01662700-52223	TRAINING	013496	
CERT REFRESHMENTS	146.62	01664700-53325	COMMUNITY RELATIONS	013090	
CERT REFRESHMENTS	235.00	01664700-53325	COMMUNITY RELATIONS	034501	
CERT REFRESHMENTS	238.50	01664700-53325	COMMUNITY RELATIONS	CHARKIES 10/17/19	
COFFEE/DONUTS-WRC OPEN HOUSE	91.94	04100100-52274	COMMUNITY SERVICE PROGRAMS	020547	
CONF MEAL FIREFLY GRILL-M LOPEZ 10/9/19	34.08	01670100-52223	TRAINING	020159	
CONF MEAL-M LOPEZ	9.23	01670100-52223	TRAINING	045420	
CONFERENCE MEAL CHILIS GRILL-M LOPEZ 10/9/	12.24	01670100-52223	TRAINING	091839	
DOUGHNUTS-NEMRT TRNG 10/10/19	32.97	01660100-52223	TRAINING	061606	
NORTH AVE DIG	60.32	04201600-53317	OPERATING SUPPLIES	163 09/26/19	
WORKSHOP 9/30/19	123.76	01520000-52222	MEETINGS	002049	
	1,120.50				
ROSS STORES					
CLOTH ALLOW - HECK	-17.99	01664700-53324	UNIFORMS	999999	
CLOTH ALLOW - HECK	16.99	01664700-53324	UNIFORMS	067434	
CLOTH ALLOW - HECK	37.98	01664700-53324	UNIFORMS	038962	
	36.98				
ROUND 1 BOWLING & AMUSEMENT					
WELLNESS EVENT	100.00	01600000-52340	WELLNESS PROGRAM	48463884	
	100.00				
RUSH TRUCK CENTERS					
NV FITTING	16.42	01696200-53354	PARTS PURCHASED	3017190182	
OC EXHAUST	279.54	01696200-53354	PARTS PURCHASED	3017120667	
OC OIL LINE	95.02	01696200-53354	PARTS PURCHASED	3017120420	
OC TURBO	1,773.40	01696200-53354	PARTS PURCHASED	3017118773	
	2,164.38				

**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>
SAFEKIDS WORLDWIDE					
CPS RECERT-EAGAN	55.00	01662700-52223	TRAINING	NCPS 2019-EAGAN	
	<u>55.00</u>				
SEAWAY SUPPLY CO					
PAPER PRODUCTS	51.00	04201600-53317	OPERATING SUPPLIES	148609	
PAPER PRODUCTS	51.00	01670400-53317	OPERATING SUPPLIES	148609	
	<u>102.00</u>				
SIKICH LLP					
AUDIT FEES-FY19	600.00	01520000-52237	AUDIT FEES	411255	
	<u>600.00</u>				
STEPHEN F SCHMIDT CONSULTING, INC.					
POLICE ADMIN-NOVEMBER 2019	11,500.00	01660100-52253	CONSULTANT	SCHMIDT 11/30/19	
	<u>11,500.00</u>				
SUBURBAN LABORATORIES INC					
WATER SAMPLES (PO-3712)	540.00	04201600-52279	LAB SERVICES	169681	20200031
	<u>540.00</u>				
TELCOM INNOVATIONS GROUP LLC					
MAINTENANCE-PROBLEM W/CALL RECORDING	910.00	01652800-52253	CONSULTANT	A54163	
	<u>910.00</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
THE BOARD OF TRUSTEES OF THE UNIV OF ILL					
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0574 2018-601	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0574 2018-602	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0574 2018-612	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0574 2019-058	
LAB TESTING	175.00	01662300-53317	OPERATING SUPPLIES	H0574 2019-147	
LAB TESTING	225.00	01662300-53317	OPERATING SUPPLIES	H0574 2018-600	
LAB TESTING	225.00	01662300-53317	OPERATING SUPPLIES	H0574 2018-611	
LAB TESTING	225.00	01662300-53317	OPERATING SUPPLIES	H0574 2019-343	
LAB TESTING	225.00	01662300-53317	OPERATING SUPPLIES	H0574 2019-369	
	<u>1,775.00</u>				
THE SAFARILAND GROUP					
CANCELED-MCGUIRE SICK 10/9/19	-275.00	01662700-52223	TRAINING	61065REF	
	<u>-275.00</u>				
THE UPS STORE					
SHIPPING EOTECH	10.53	01662700-53317	OPERATING SUPPLIES	042474	
	<u>10.53</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
BILL PRINTING 10/30/19	1,211.65	04103100-52221	UTILITY BILL PROCESSING	24023	
BILL PRINTING 10/30/19	1,211.65	04203100-52221	UTILITY BILL PROCESSING	24023	
GREEN PAY FEE-OCT 2019	225.00	04103100-52221	UTILITY BILL PROCESSING	24024	
GREEN PAY FEE-OCT 2019	225.00	04203100-52221	UTILITY BILL PROCESSING	24024	
V/S APPLICATION MAILING	3,100.00	01610100-53315	PRINTED MATERIALS	23810	
	<u>5,973.30</u>				
THOMAS ENGINEERING GROUP, LLC					
SCHMALE RD WATERMAIN PHASE II	13,289.91	04201600-54480	CONSTRUCTION	19-271	20200011
	<u>13,289.91</u>				

**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>
TITAN IMAGE GROUP, INC					
FALL SWEATSHIRT ORDER	517.00	01696200-53324	UNIFORMS	56144 PO-3772	
FALL SWEATSHIRT ORDER	560.00	04200100-53324	UNIFORMS	56144 PO-3772	
FALL SWEATSHIRT ORDER	561.00	04100100-53324	UNIFORMS	56144 PO-3772	
FALL SWEATSHIRT ORDER	1,682.20	01670100-53324	UNIFORMS	56144 PO-3772	
	<u>3,320.20</u>				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	335.10	01680000-53320	JANITORIAL SUPPLIES	3619	
	<u>335.10</u>				
TRAFFIC CONTROL & PROTECTION					
S/I SIGNS	382.20	01670200-53317	OPERATING SUPPLIES	102386	
VILLAGE HALL SIGNS	102.30	01680000-53319	MAINTENANCE SUPPLIES	102387	
	<u>484.50</u>				
TRAFIC SERVICES INC					
FAIR OAKS PROJ	575.00	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	33933	
	<u>575.00</u>				
TRANS UNION LLC					
MTHLY CREDIT CHECKS 8/26/19-9/25/19	146.80	01662400-53330	INVESTIGATION FUND	09900364	
	<u>146.80</u>				
TRANSYSTEMS CORPORATION					
FAIR OAKS RETAIN WALL REPAIR PO-462594	574.08	11740000-55486	ROADWAY CAPITAL IMPROVEMEN	3506706-04	20200047
	<u>574.08</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>
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES OCT 2019	278.68	04103100-52221	UTILITY BILL PROCESSING	1420 11/04/19	
TRISOURCE CC FEES OCT 2019	278.69	04203100-52221	UTILITY BILL PROCESSING	1420 11/04/19	
TRISOURCE CC FEES OCT 2019	1,672.08	01610100-52256	BANKING SERVICES	1420 11/04/19	
TRISOURCE CC FEES OCT 2019	2,667.02	04103100-52221	UTILITY BILL PROCESSING	7833 11/04/19	
TRISOURCE CC FEES OCT 2019	2,667.03	04203100-52221	UTILITY BILL PROCESSING	7833 11/04/19	
	<u>7,563.50</u>				
TWIST OFFICE PRODUCT					
CLEVELAND NAME PLATE	12.00	01620100-53314	OFFICE SUPPLIES	886863-0	
	<u>12.00</u>				
TYCO FIRE & SECURITY (US)MGMT INC					
ALARM-124 GERZEVSKE	54.73	01670400-52234	DUES & SUBSCRIPTIONS	33133505	
ALARM-245 KUHN RD	54.73	04100100-52234	DUES & SUBSCRIPTIONS	33133533	
ALARM-300 KUHN RD	54.73	04200100-52234	DUES & SUBSCRIPTIONS	33133477	
300 KUHN RD-SPRINKLER TEST	657.02	04201600-52244	MAINTENANCE & REPAIR	21276137	
	<u>821.21</u>				
U S POSTMASTER					
S/O NOTICE POSTAGE NOV 2019	69.75	04103100-52229	POSTAGE	1529 11/07/19	
S/O NOTICE POSTAGE NOV 2019	69.75	04203100-52229	POSTAGE	1529 11/07/19	
	<u>139.50</u>				
UNITED STATES POSTAL SERVICE					
CERTIFIED LETTER SENT	6.85	01662400-53317	OPERATING SUPPLIES	56000133	
	<u>6.85</u>				
UNITED UNIFORM DISTRIBUTION LLC					
BALLISTIC SHIELDS	1,980.00	01662700-53324	UNIFORMS	1021164939	
	<u>1,980.00</u>				

**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>
UPS GROUND SERVICE					
HAVIS DOCK REPAIR	11.77	01652800-53317	OPERATING SUPPLIES	1ZP69KT00302	
	<u>11.77</u>				
USI CORPORATION					
NEXSAN EQUIPMENT	52,399.00	01652800-54412	OTHER EQUIPMENT	028224 PO-1866	
	<u>52,399.00</u>				
UTILITY SERVICES ASSOCIATES, LLC					
LEAK DETECTION-PARTIAL PAYMENT 11/1/19	14,503.00	04201600-52244	MAINTENANCE & REPAIR	126116 PO-3753	
	<u>14,503.00</u>				
VILLA PARK ELECTRICAL SUPPLY CO INC					
BULBS	152.11	01670300-53215	STREET LIGHT SUPPLIES	164633-00	
PHOTO CELL	14.64	01670300-53215	STREET LIGHT SUPPLIES	165345-00	
ST LIGHT SUPPLIES	703.92	01670300-53215	STREET LIGHT SUPPLIES	165344-02	
	<u>870.67</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>
VILLAGE OF CAROL STREAM					
CREDIT CARD TEST	0.03	01610100-52256	BANKING SERVICES	10152019	
CREDIT CARD TEST	0.97	01000000-47407	MISCELLANEOUS REVENUE	10152019	
124 GERZEVSKE LN-NORTH GARAGE 9/4/19-10/1	55.29	01670100-53220	WATER	01545193-20874	
124 GERZEVSKE-EAST SIDE PUMP STATION 9/12-	59.50	04200100-53220	WATER	01545544-21254	
124 GERZEVSKE-HYDRANT METER 8/31/19-10/1,	615.68	04200100-53220	WATER	01545532-21240	
124 GERZEVSKE-METER STK RM.WASH BIN 9/5-	110.34	04200100-53220	WATER	01545547-21257	
124 GERZEVSKE-PW CENTER 9/11/19-10/1/19	73.46	01670100-53220	WATER	01545194-20875	
245 N KUHN RD-TREAT PLANT ADMIN BLDG 9/5-	31.28	04101500-53220	WATER	01545191-20872	
245 N KUHN-TREAT.PLANT BATH MAINT.BLDG 9/	2.25	04101500-53220	WATER	01545546-21256	
245 N KUHN-TREAT.PLANT CONTROL BLDG 9/4-1	8.52	04101500-53220	WATER	01545190-20871	
300 N KUHN-PW CHLORINE ANALYZER 9/5/19-10	73.94	04200100-53220	WATER	01545545-21255	
301 LIES RD-FARMHOUSE 9/4/19-10/1/19	1.92	01680000-53220	WATER	01543333-18979	
500 N GARY AVE-VILLAGE HALL 9/4/19-10/1/19	236.16	01680000-53220	WATER	01545195-20876	
725 THORNHILL DR-COMMUNITY PARK 9/4/19-1	42.49	01680000-53220	WATER	01543815-19472	
960 N GARY AVE-FOUNTAIN 8/30/19-10/1/19	5,560.60	01680000-53220	WATER	01545196-20877	
960 N GARY AVE-TC GAZEBO 9/5/19-10/7/19	0.16	01680000-53220	WATER	01545501-21204	
960 N GARY AVE-VISITORS CENTER 9/4/19-10/1/	39.22	01680000-53220	WATER	01545197-20878	
	6,911.81				
WAL MART					
CERT REFRESHMENTS	20.04	01664700-53325	COMMUNITY RELATIONS	019937	
CERT SUPPLIES	42.55	01664700-53325	COMMUNITY RELATIONS	006974	
CERT SUPPLIES	62.31	01664700-53325	COMMUNITY RELATIONS	001369	
DARE HALLOWEEN	152.46	01664700-53325	COMMUNITY RELATIONS	067866	
KEY FOB BATTERY- #610	4.48	01662700-52244	MAINTENANCE & REPAIR	081861	
UNIFORMS-E OSPINA	39.28	01680000-53324	UNIFORMS	037286	
	321.12				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on NOVEMBER 18,2019**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
WEST SIDE TRACTOR SALES					
OC PARTS	456.39	01696200-53354	PARTS PURCHASED	N86568	
OC SWITCH	62.44	01696200-53354	PARTS PURCHASED	N86505	
	<u>518.83</u>				
WESTLAKE HARDWARE INC					
TRNG ROOM KEYS MADE	23.94	01662700-53317	OPERATING SUPPLIES	518699	
	<u>23.94</u>				
WESTMORE SUPPLY CO					
429 THUNDERBIRD-H2O RESTORATION	680.00	04201600-52286	PAVEMENT RESTORATION	R100691	
AZTEC/MOHICAN-H2O RESTORATION	742.50	04201600-52286	PAVEMENT RESTORATION	R100626	
	<u>1,422.50</u>				
WHEATON MULCH INC					
GRASS SEED, STRAW	402.00	04201600-52286	PAVEMENT RESTORATION	19-4092	
RESTO SUPPLIES	714.00	01670400-53317	OPERATING SUPPLIES	19-4077	
UPM	60.00	01670500-53317	OPERATING SUPPLIES	19-3885	
	<u>1,176.00</u>				
WINDY CITY CLEANING EQUIP & SUPPLIES					
SOAP	329.00	01670200-53317	OPERATING SUPPLIES	SO000994	
	<u>329.00</u>				
GRAND TOTAL	<u><u>\$3,147,555.51</u></u>				

The preceding list of bills payable totaling \$3,147,555.51 was reviewed and approved for payment.

Approved by:



Joseph V. Carey - Assistant Village Manager

Date: 11/15/19

Authorized by:

Frank Saverino - Mayor

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
November 05, 2019 Thru November 18, 2019

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll October 21, 2019 thru November 3, 2019	565,326.00
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll October 21, 2019 thru November 3, 2019	58,050.45
				<u><u>623,376.45</u></u>

Approved this _____ day of _____, 2019

By: _____
 Frank Saverino- Mayor

 Laura Czamecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended October 31, 2019

	MONTH				YTD				BUDGET					
	Last Year Oct	Current Year Oct	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Sales Tax	\$ 553,182	\$ 616,335	63,153 11%		\$ 3,691,851	\$ 3,629,605	(62,246) -2%		\$ 6,935,000	\$ 3,393,437	\$ 3,629,605	236,169 7%		
Home Rule Sales Tax	393,284	438,384	45,100 11%		2,137,537	2,650,589	513,052 24%		5,150,000	2,520,000	2,650,589	130,589 5%		
State Income Tax	378,785	421,574	42,789 11%		2,008,661	2,343,758	335,096 17%		3,960,000	2,153,828	2,343,758	189,929 9%		
Utility Tax - Electricity	185,774	168,038	(17,735) -10%		1,000,880	952,541	(48,340) -5%		1,880,000	967,139	952,541	(14,598) -2%		
Telecommunications Tax	91,701	61,154	(30,547) -33%		511,749	399,433	(112,316) -22%		877,000	438,500	399,433	(39,067) -9%		
Fines (Court, Ord., ATLE, Towing)	110,196	123,726	13,530 12%		707,155	808,117	100,962 14%		1,468,000	739,300	808,117	68,817 9%		
Natural Gas Use Tax	13,246	13,097	(149) -1%		178,683	160,332	(18,351) -10%		620,000	160,000	160,332	332 0%		
Other Taxes (Use, Hotel, PPRT Real Estate, Alcohol)	211,900	289,692	77,793 37%		1,716,775	1,653,360	(63,415) -4%		3,527,000	1,783,912	1,653,360	(130,552) -7%		
Licenses (Vehicle, Liquor, etc.)	7,045	17,307	10,263 146%		422,829	562,650	139,821 33%		898,000	693,650	562,650	(131,000) -19%		
Cable Franchise Fees	35,321	33,023	(2,298) -7%		303,572	292,952	(10,619) -3%		535,000	267,500	292,952	25,452 10%		
Building Permits	44,793	32,957	(11,836) -26%		361,800	387,761	25,961 7%		662,500	356,500	387,761	31,261 9%		
Fees for Services	93,369	54,691	(38,678) -41%		475,508	439,215	(36,292) -8%		797,500	508,400	439,215	(69,185) -14%		
Interest Income	15,369	20,193	4,825 31%		76,475	126,039	49,564 65%		210,000	105,000	126,039	21,039 20%		
All Other / Miscellaneous	81,864	60,101	(21,763) -27%		538,504	634,758	96,254 18%		955,000	480,000	634,758	154,758 32%		
Revenue Totals	2,215,827	2,350,272	134,445 6%		14,131,979	15,041,111	909,132 6%		28,475,000	14,567,166	15,041,111	473,945 3%		
EXPENDITURES														
Fire & Police Commission	4,230	1,114	(3,116) -74%		29,845	3,593	(26,252) -88%		36,311	18,156	3,593	(14,563) -80%		
Village Board & Clerk	6,438	8,364	1,926 30%		64,834	93,396	28,562 44%		151,123	75,562	93,396	17,834 24%		
Plan Commission & ZBA	304	706	402 132%		2,205	2,180	(24) -1%		5,400	2,700	2,180	(520) -19%		
Emergency Services	-	-	- 0%		-	-	- 0%		158,000	-	-	- 0%		
Legal Services	29,821	23,434	(6,387) -21%		118,144	129,390	11,246 10%		273,500	136,750	129,390	(7,360) -5%		
Village Clerk	2,532	-	(2,532) -100%		19,526	-	(19,526) -100%		-	-	-	- 0%		
Administration	104,777	67,433	(37,344) -36%		422,984	390,362	(32,621) -8%		865,717	432,859	390,362	(42,496) -10%		
Employee Relations	19,590	34,634	15,044 77%		186,540	205,820	19,281 10%		451,994	225,997	205,820	(20,177) -9%		
Financial Management	64,326	45,498	(18,828) -29%		450,289	400,335	(49,954) -11%		720,036	360,018	400,335	40,317 11%		
Engineering Services	89,852	80,334	(9,518) -11%		668,231	690,758	22,527 3%		1,388,189	694,095	690,758	(3,336) 0%		
Community Development	73,077	79,390	6,314 9%		505,231	527,998	22,767 5%		1,031,122	515,561	527,998	12,437 2%		
Information Technology	115,066	93,952	(21,114) -18%		667,673	655,386	(12,287) -2%		1,508,202	754,101	655,386	(98,715) -13%		
Police	1,480,244	1,465,612	(14,631) -1%		8,036,696	8,367,363	330,667 4%		16,809,037	8,404,519	8,367,363	(37,156) 0%		
Public Works	286,963	256,883	(30,080) -10%		1,515,305	1,605,055	89,750 6%		3,991,715	1,995,858	1,605,055	(390,802) -20%		
Municipal Building	66,764	27,913	(38,851) -58%		375,509	200,603	(174,906) -47%		474,059	237,030	200,603	(36,426) -15%		
Municipal Garage	1,976	(3,217)	(5,193) -263%		(49,809)	(4,319)	45,490 -91%		-	-	(4,319)	(4,319) 100%		
Transfers and Agreements	31,652	204,716	173,064 547%		206,002	456,761	250,758 122%		566,700	230,000	456,761	226,761 99%		
Town Center	-	-	- 0%		42,388	39,915	(2,473) -6%		43,895	43,895	39,915	(3,980) -9%		
Expenditure Totals	2,377,612	2,386,766	9,154 0%		13,261,593	13,764,597	503,003 4%		28,475,000	14,127,098	13,764,597	(362,501) -3%		
Net Increase / (Decrease)	(161,785)	(36,494)	125,291		870,386	1,276,514	406,128		-	440,068	1,276,514	836,446		

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended October 31, 2019

	MONTH				YTD				BUDGET					
	Last Year Oct	Current Year Oct	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
REVENUES														
Water Billings	\$ 664,096	\$ 647,142	(16,953)	-3%	\$ 4,451,487	\$ 4,522,755	71,267	2%	\$ 8,816,000	\$ 4,688,351	\$ 4,522,755	(165,596)	-4%	
Sewer Billings	298,319	299,673	1,354	0%	1,964,134	2,100,636	136,502	7%	4,053,000	2,155,387	2,100,636	(54,750)	-3%	
Penalties/Admin Fees	12,929	18,662	5,733	44%	83,634	101,502	17,868	21%	176,000	88,000	101,502	13,502	15%	
Connection/Expansion Fees	-	-	-	0%	20,197	43,711	23,514	116%	28,000	14,000	43,711	29,711	212%	
Interest Income	14,656	17,091	2,435	17%	91,802	118,999	27,197	30%	225,000	112,500	118,999	6,499	6%	
Rental Income	14,818	4,095	(10,723)	-72%	76,396	73,949	(2,448)	-3%	152,000	76,000	73,949	(2,051)	-3%	
All Other / Miscellaneous	6,537	1,440	(5,097)	-78%	88,045	306,098	218,053	248%	110,000	83,000	306,098	223,098	269%	
Revenue Totals	1,011,355	988,103	(23,251)	-2%	6,775,696	7,267,650	491,954	7%	13,560,000	7,217,238	7,267,650	50,412	1%	
EXPENDITURES														
Salaries & Benefits	135,579	157,875	22,296	16%	764,829	907,225	142,396	19%	1,670,102	835,050	907,225	72,175	9%	
Purchase of Water	630,053	547,043	(83,010)	-13%	3,502,310	2,979,631	(522,679)	-15%	6,024,000	3,274,168	2,979,631	(294,537)	-9%	
WRC Operating Contract	143,819	178,808	34,990	24%	1,009,661	1,122,422	112,761	11%	1,894,000	947,000	1,122,422	175,422	19%	
Maintenance & Operating	425,400	213,537	(211,863)	-50%	1,234,245	1,219,805	(14,440)	-1%	2,594,612	1,297,306	1,219,805	(77,501)	-6%	
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,650	214,324	214,325	1	0%	
DWC Loan P&I	-	-	-	0%	56,891	55,910	(981)	-2%	55,910	55,910	55,910	(0)	0%	
Capital Outlay	-	15,418	15,418	100%	33,468	103,663	70,195	210%	3,503,000	1,903,000	103,663	(1,799,337)	-95%	
Expenditure Totals	1,334,850	1,112,681	(222,169)	-17%	6,815,729	6,602,981	(212,749)	-3%	16,170,274	8,526,758	6,602,981	(1,923,777)	-23%	
Net Increase / (Decrease)	(323,496)	(124,578)	198,918		(40,033)	664,669	704,702		(2,610,274)	(1,309,520)	664,669	1,974,189		

Village of Carol Stream
Capital Budget Summary
For the Month Ended October 31, 2019

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Oct	Oct	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Local Motor Fuel Tax	\$ 69,083	\$ 69,435	\$ 352	1%	\$ 292,192	\$ 444,613	\$ 152,420	52%	\$ 950,000	\$ 444,613	47%
Capital Grants	8,930	-	(8,930)	-100%	14,034	-	(14,034)	-100%	503,000	-	0%
Interest Income	16,085	10,592	(5,494)	-34%	120,648	78,774	(41,874)	-35%	180,000	78,774	44%
All Other / Miscellaneous	-	40,528	40,528	100%	-	44,509	44,509	100%	320,000	44,509	0%
Revenue Totals	94,098	120,554	26,456	28%	426,874	567,895	141,021	33%	1,953,000	567,895	29%
EXPENDITURES											
Roadway Improvements	4,552	116,595	112,043	2461%	2,270,577	818,562	(1,452,014)	-64%	2,400,000	818,562	34%
Facility Improvements	861,181	285	(860,896)	-100%	5,604,794	230,192	(5,374,602)	-96%	150,000	230,192	153%
Stormwater Improvements	16,382	786	(15,596)	-95%	24,983	43,394	18,411	74%	904,000	43,394	5%
Miscellaneous	-	839	839	100%	546	21,421	20,875	3823%	1,000	21,421	0%
Expenditure Totals	882,115	118,504	(763,611)	-87%	7,900,900	1,113,569	(6,787,331)	-86%	3,455,000	1,113,569	32%
Net Increase / (Decrease)	(788,017)	2,050	790,067	-100%	(7,474,026)	(545,674)	6,928,352	-93%	(1,502,000)	(545,674)	36%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 72,514	\$ 143,439	70,925	98%	\$ 500,645	\$ 609,171	108,526	22%	\$ 1,010,000	\$ 609,171	60%
Interest Income	12,875	6,079	(6,796)	-53%	18,931	46,857	27,925	148%	50,000	46,857	94%
Revenue Totals	85,389	149,518	64,129	75%	519,576	656,028	136,451	26%	1,060,000	\$ 656,028	62%
EXPENDITURES											
Street Resurfacing - Capital	-	822,207	822,207	100%	-	1,842,364	1,842,364	100%	2,200,000	1,842,364	0%
Crack Filling	93,450	75,658	(17,792)	-19%	93,450	75,658	(17,792)	-19%	123,000	75,658	62%
Expenditure Totals	93,450	897,865	804,415	861%	93,450	1,918,022	1,824,572		2,323,000	1,918,022	83%
Net Increase / (Decrease)	(8,061)	(748,347)	(740,286)	9183%	426,126	(1,261,995)	(1,688,121)	-396%	(1,263,000)	(1,261,995)	100%

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

Village of Carol Stream
TIF Fund Budget Summary
 For the Month Ended October 31, 2019

NORTH/SCHMALE TIF	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Oct	Oct	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
TIF Property Taxes	\$ 122	\$ -	\$ (122)	-100%	\$ 316,903	\$ 349,261	\$ 32,359	10%	\$ 326,000	\$ 326,000	\$ 349,261	\$ 23,261	7%
Sales Taxes	31,652	-	(31,652)	-100%	63,766	34,455	(29,312)	-46%	95,700	65,000	34,455	(30,545)	-47%
Interest Income	515	648	133	26%	2,553	4,198	1,645	64%	6,600	3,398	4,198	800	24%
Village Contribution	-	-	-	0%	17,136	19,241	2,106	12%	18,200	18,200	19,241	1,041	6%
Revenue Totals	32,289	648	(31,640)	-98%	400,358	407,156	6,797	100%	446,500	412,598	407,156	(5,442)	-1%
EXPENDITURES													
Legal Fees	-	65	65	100%	2,361	817	(1,544)	-65%	3,000	1,500	817	(683)	-46%
Other Expenses	-	-	-	0%	111,327	119,137	7,810	7%	215,000	107,500	119,137	11,637	11%
Expenditure Totals	-	65	65	100%	113,688	119,954	6,266	6%	218,000	109,000	119,954	10,954	10%
Net Increase / (Decrease)	32,289	584	(31,705)		286,670	287,202	532		228,500	303,598	287,202	(16,396)	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended October 31, 2019

POLICE PENSION FUND	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Oct	Oct	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Investment Income	\$ (151,768)	\$ 250,025	\$ 401,794	-265%	\$ 2,066,539	\$ 1,927,922	\$ (138,617)	-7%	\$ 3,360,000	\$ 1,680,000	\$ 1,927,922	\$ 247,922	15%	
Employee Contributions	48,163	48,090	(72)	0%	308,460	355,232	46,772	15%	680,000	339,996	355,232	15,236	4%	
Village Contribution	202,915	218,792	15,877	8%	1,217,490	1,312,752	95,262	8%	2,625,502	1,312,752	1,312,752	-	0%	
Other Revenues	-	-	-	0%	-	-	-	0%	-	-	-	-	0%	
Revenue Totals	99,309	516,908	417,598	421%	3,592,489	3,595,906	3,417	0%	6,665,502	3,332,748	3,595,906	263,158	8%	
EXPENDITURES														
Investment and Admin Fees	8,852	8,177	(676)	-8%	63,584	63,119	(464)	-1%	171,500	85,750	63,119	(22,631)	-26%	
Participant Benefit Payments	242,671	280,278	37,607	15%	1,450,296	1,609,927	159,631	11%	3,501,000	1,605,000	1,609,927	4,927	0%	
Expenditure Totals	251,523	288,455	36,931	15%	1,513,880	1,673,047	159,166	11%	3,672,500	1,690,750	1,673,047	(17,703)	-1%	
Net Increase / (Decrease)	(152,214)	228,453	380,667		2,078,609	1,922,860	(155,749)		2,993,002	1,641,998	1,922,860	280,862		

Village of Carol Stream
Schedule of Cash and Investment Balances
 October 31, 2019

FUND	CASH	LGIPs*	Investments**	TOTAL CASH & INVESTMENTS	LAST YEAR 10/31/2018
GENERAL FUND	\$ 683,769.40	\$ 11,778,716.23	\$ -	\$ 12,462,485.63	\$ 10,572,587.19
WATER & SEWER FUND	568,695.65	11,260,635.61	884,300.00	12,713,631.26	12,260,587.83
CAPITAL PROJECTS FUND	156,112.01	6,451,790.91	-	6,607,902.92	8,831,136.31
MFT FUND	-	3,727,311.33	-	3,727,311.33	3,514,006.99
NORTH/SCHMALE TIF FUND	424,667.16	382,214.80	-	806,881.96	597,654.48
POLICE PENSION FUND	<u>280,928.10</u>	<u>142,590.43</u>	<u>51,524,751.37</u>	<u>51,948,269.90</u>	<u>48,704,562.96</u>
TOTAL	<u>\$ 2,114,172.32</u>	<u>\$ 33,743,259.31</u>	<u>\$ 52,409,051.37</u>	<u>\$ 88,266,483.00</u>	<u>\$ 84,480,535.76</u>

* Local Government Investment Pools (LGIP) include the Illinois Funds and IMET.

** Detailed investment schedule on following page (excludes Police Pension investments under separate management).

**Village of Carol Stream
Schedule of Investments Certificates of Deposit
October 31, 2019**

<u>FDIC #</u>	<u>Coupon</u>	<u>Financial Institution</u>	<u>State</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u># Days</u>	<u>Total Cost</u>	<u>Net Yield</u>	<u>Face/Par</u>
							#10125		
04 - Water and Sewer									
29147	3.100%	Northeast Community Bank	NY	12/17/2018	12/17/2019	365	\$ 200,000.00	2.780%	\$ 205,560.11
33823	3.050%	Capital Community Bank	UT	12/17/2018	12/17/2019	365	200,000.00	2.752%	205,504.00
22398	2.850%	Modern Bank, National Association	NY	12/17/2018	9/13/2019	270	-	2.600%	105,108.40
24045	3.000%	Pacific Western Bank	CA	1/16/2019	3/11/2020	420	242,100.00	2.731%	249,713.74
57993	2.910%	Servisfirst Bank	FL	1/16/2019	3/11/2020	420	242,200.00	2.707%	249,723.68
Subtotal							\$ 884,300.00		
Total							\$ 884,300.00		