

Village of Carol Stream

BOARD MEETING

AGENDA

APRIL 2, 2018

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the March 19, 2018 Special Workshop Meeting.
2. Approval of Minutes of the March 19, 2018 Village Board Meeting.
3. Approval but not release of Executive Session Minutes of the March 19, 2018 Village Board Meeting.

C. LISTENING POST:

1. Resolution No. 3004 Honoring Kelly Lally upon his 20th Anniversary of Employment with the Village of Carol Stream Police Department.
2. Introduction of New Police Officer – Cory Christenson
3. Fourth of July Parade Donation. *A check in the amount of \$1,643.94 representing the 2017 resident water bill donations will be presented to the 4th of July Parade Committee for their 2018 July 4th Parade.*
4. Christmas Sharing Program. *A check in the amount of \$2,897.81 representing the 2017 resident water bill donations will be presented to the Social Services Unit for the Christmas Sharing Program. Police Chief Ed Sailer will accept the check on behalf of the program.*
5. Proclamation Designating April Safe Digging Month.
6. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

Village of Carol Stream

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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. Plan Commission/Zoning Board of Appeals

- a. #18-0006 St. Charles Investments/Pre-Owned of St. Charles –
27W261 North Avenue

North Avenue Corridor Review-Ground Sign

APPROVED 6-0

Sign Code Variation

RECOMMENDED APPROVAL WITH CONDITIONS 6-0

- b. #18-0008 DRA Properties, LLC/Verizon Wireless – 1370 W.
Army Trail Road

*Amendment to a Special Use Permit for a Planned Unit
Development – Cellular Antenna*

RECOMMENDED APPROVAL WITH CONDITIONS 6-0

*Amendment to a Special Use Permit for a Planned Unit
Development – Outdoor Storage*

RECOMMENDED APPROVAL WITH CONDITIONS 6-0

Fence Code Variation

APPROVED 4-2

- c. #18-0009 Central States Tower/Verizon Wireless – 505 E. North
Avenue

*Special Use Permit-building or structure to exceed 50 feet in
height in the I Industrial District*

Front Yard Setback Variation

RECOMMENDED APPROVAL WITH CONDITIONS 6-0

Fence Code Variation

APPROVED 5-1

G. OLD BUSINESS:

Village of Carol Stream

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H. STAFF REPORTS AND RECOMMENDATIONS:

1. Emergency Street Light Repair and Replacement Contract-FY2019. *Staff recommends approval of a contract extension to H&H Electric Company for emergency street light repair and replacement services for the period of May 1, 2018 through April 30, 2019, pursuant to the provisions of Section 5-8-3(B) and 5-8-14(O) of the Carol Stream Code of Ordinances.*

I. ORDINANCES:

1. Ordinance No. 2018-04-____, An Ordinance Amending Section 13-3-13 of the Village Code Pertaining to Water and Sewer Rates. *This Ordinance increases the standard billing rate for water services from \$7.25 to \$7.75 per 1,000 gallons metered and for sewer services from \$3.82 to \$4.22 per 1,000 water gallons metered. The \$0.90 rate increase is necessary for the ongoing operation and maintenance of the water distribution system and sanitary sewer collection and treatment systems. The new rates will take effect May 1, 2018 and will result in an increase of \$5.40 per month for a customer using 6,000 gallons of water. Carol Stream has among the lowest water and sewer rates in effect among all DuPage Water Commission communities.*
2. Ordinance No. 2018-04-____, An Ordinance Adopting a Motor Fuel Tax within the Village of Carol Stream. *The imposition of a 4 cents per gallon municipal motor fuel tax is necessary to offset significant revenue declines incurred by the Village in 2017 resulting from the loss of large local sales tax payers, new State fees and State of Illinois imposed reductions of revenues historically shared with local municipalities. Municipal motor fuel taxes will be deposited into the Village's Capital Improvement Fund to be used for transportation related expenditures in compliance with Article IX, Section 11 of the Illinois Constitution.*
3. Ordinance No. 2018-04-____ Approving an Amendment to a Special Use Permit for a Planned Unit Development for Outdoor Storage (Carol Stream Lawn & Power, 1370 W. Army Trail Road). *See F.1.b.*

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4. Ordinance No. 2018-04-___ Approving an Amendment to a Special Use Permit for a Planned Unit Development for a Cellular Antenna (DRA Properties, LLC/Verizon Wireless, 1370 W. Army Trail Road). *See F.1.b.*
5. Ordinance No. 2018-04-___ Approving a Special Use Permit to Allow a Structure to Exceed 50 feet in Height in the I Industrial District and a Zoning Code Variation (Central States Tower/Verizon Wireless, 505 E. North Avenue). *See F.1.c.*

J. RESOLUTIONS:

1. Resolution No. ___ Adopting the 2018-19 Employee Compensation Plan for the Village of Carol Stream. *Staff recommends a general wage adjustment of 2.50% and to delay any funding recommendations for merit increases pending additional financial information.*
2. Resolution No. ___ Approving and Authorizing the Execution of an Easement Encroachment Agreement between the Village of Carol Stream, Karoun Holdings, LLC, and Central DuPage Hospital Association (Northwestern Medicine) for the installation of a Monument Sign at 690 E. North Avenue. *Staff recommends approval of the new monument sign for Northwestern Medicine at 690 E. North Avenue to encroach within the easement subject to the condition that the Easement Encroachment Agreement be recorded against the property.*
3. Resolution No. ___ Declaring Surplus Property Owned by the Village of Carol Stream. *Staff recommends designated Public Works items be declared surplus and authorized to be sold at auction and/or disposed of.*

K. NEW BUSINESS:

1. Raffle License Application & Amplification Permit Request – Summer Concerts and Support our Troops. *Staff recommends approval to waive the fees and manager's fidelity bond and approve the raffle and amplification permits for the 2018 Summer Concert Series.*

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L. PAYMENT OF BILLS:

1. Regular Bills: March 20, 2018 through April 2, 2018.
2. Addendum Warrants: March 20, 2018 through April 2, 2018.

M. REPORT OF OFFICERS:

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

N. EXECUTIVE SESSION:

1. Collective Negotiating Matters.

O. ADJOURNMENT:

LAST ORDINANCE	2018-03-10	LAST RESOLUTION	3003
NEXT ORDINANCE	2018-04-11	NEXT RESOLUTION	3004

Village of Carol Stream

Special Meeting of the Village Board

FY 19 Budget Workshop-Water and Sewer

Carol Stream Fire Protection District – Fire Station 28
365 Kuhn Road, Carol Stream, IL 60188

March 19, 2018

6:00 p.m. – 7:16 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Greg Schwarze
Trustee Matt McCarthy
Trustee Rick Gieser
Trustee John LaRocca
Trustee Mary Frusolone
Village Clerk Laura Czarnecki

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Tia Messino, Asst. to the Village Manager
Jon Batek, Finance Director
Jim Knudsen, Engineering Director
Phil Modaff, Public Works Director
Ed Sailer, Police Chief
Don Bastian, Community Dev. Director
Ron Roehn, PW Supt. of Operations

ABSENT:

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

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

Absent: Trustee David Hennessey

Trustee David Hennessey arrived at 6:28 p.m.

FY 19 Budget Workshop-Water and Sewer

Finance Director Jon Batek led the Village Board on a discussion of the water and sewer fund FY19 budget as follows:

- Enterprise Operation. Cost of providing service is covered by rates charged to users of the Water and Sanitary Sewer systems. 95% of all revenues come directly from water/sewer rates.
- Funding used exclusively for Water/Sewer operating and capital costs (no subsidies from General Fund or other funds).
- Rates must be set to cover day to day system operating expenses as well as provide for current and future capital replacements and rehabilitations.

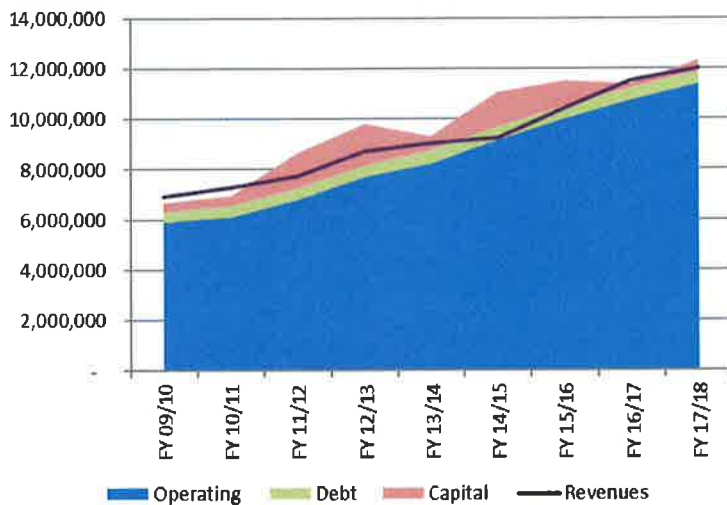
Historical Water Rates – 2012 to 2015

- In the first half of the 2010's the Village limited rate increases to only the amount of increase in our cost of purchasing water through the DWC.

Date	Chicago Charge to DWC			DWC Charges to Municipalities			Carol Stream Charges to Customers				
	Rate	\$ Inc.	% Inc.	Variable	Fixed	Total	\$ Inc.	% Inc.	Rate	\$ Inc.	% Inc.
5/1/2011	\$ 2.01			\$ 2.04	\$ 0.26	\$ 2.30			\$ 4.09		
1/1/2012	2.51	0.50	25%	2.73	0.26	2.99	0.69	30%	4.78	0.69	17%
1/1/2013	2.89	0.38	15%	3.32	0.26	3.58	0.59	20%	5.37	0.59	12%
1/1/2014	3.32	0.43	15%	3.97	0.26	4.23	0.65	18%	6.02	0.65	12%
1/1/2015	3.82	0.50	15%	4.68	0.26	4.94	0.71	17%	6.73	0.71	12%

- As a result, cost increases in other areas (labor, contractual services, commodities, etc.) were absorbed by using cash reserves to cover a portion of operating costs as well as all capital expenses.

Water & Sewer Fund – Expenses by Type vs Revenues



Water & Sewer Fund – Reserve Levels

Cash reserves has declined in 8 of the last 9 years.

FY09/10	\$ 16,636,976	\$ (136,734)
FY10/11	17,371,358	734,382
FY11/12	16,869,569	(501,789)
FY12/13	15,424,480	(1,445,089)
FY13/14	14,903,910	(520,570)
FY14/15	13,280,883	(1,623,027)
FY15/16	11,744,504	(1,536,379)
FY16/17	11,721,106	(23,398)
FY17/18 est.	11,387,168	(333,938)

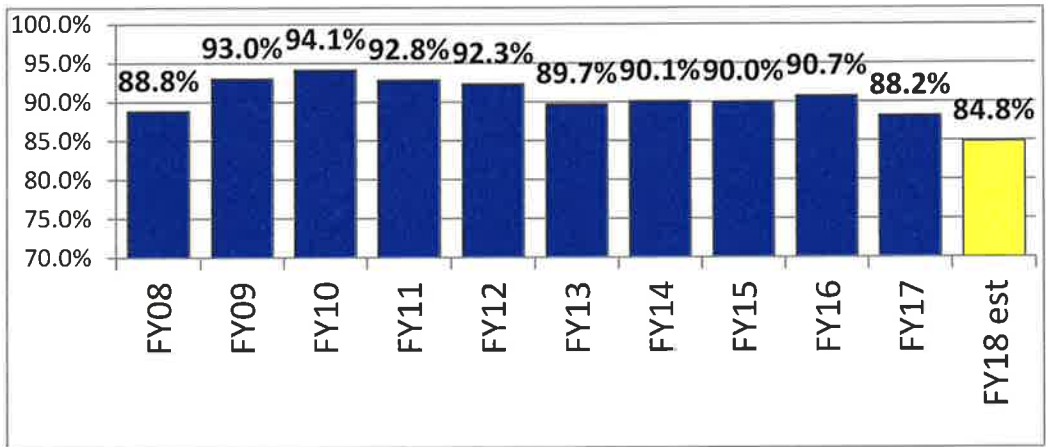
*Water & Sewer Fund-Current Year FY17/18 Projected Performance
FY 17/18 Revenues*

- Billed consumption for FY17/18 is projected to decrease by 1.5% compared to the prior year FY16/17.
- This follows 2 consecutive years of increases in billed consumption (FY16/17 = 5.4%, FY15/16 = 0.9%).
- Consumption appears to have stabilized somewhat compared to our longer-term trend of general decline (22% drop in 10 year period from FY05/06 to FY14/15).
- Total Fund revenues projected to be above budget by \$185,000 or 1.6%. This is also \$481,000 or 4.2% above FY16/17 actual revenues due to May 2017 rate increases and improvements in investment earnings.
- Total projected FY17/18 operating expenses (excluding capital) are \$67,382 or 0.6% over budget due to DWC water purchases greater than anticipated.
- Total FY17/18 expenditures (including capital) are \$2.9 million below budget due to the budgeted Schmale Road water main project that will not be completed this year.
- Water/Sewer rate increases at the start of FY17/18 were designed to fully cover operating costs (budgeted to generate \$3,934 surplus before capital). Our FY17/18 estimate projects this operating surplus will be \$121,552.
- This operating surplus will not cover projected current year capital expenses of \$455,490, so the fund has an overall projected year-end deficit of \$333,938.

	Actual FY16/17	Revised Budget FY17/18	Estimated FY17/18	Above (Below) Budget
REVENUES	\$ 11,523,585	\$ 11,820,000	\$ 12,005,000	\$ 185,000
OPERATING COSTS				
Salaries & Wages	1,479,279	1,464,078	1,466,890	2,812
Contractual Services				
Water Commission	6,002,390	6,080,000	6,250,000	170,000
WRC Contract	1,701,593	1,831,000	1,831,000	-
All Other	<u>1,233,096</u>	<u>1,600,007</u>	<u>1,503,541</u>	<u>(96,466)</u>
Total Contractual	8,937,079	9,511,007	9,584,541	73,534
Commodities	335,757	354,458	345,494	(8,964)
Debt	<u>486,497</u>	<u>486,523</u>	<u>486,523</u>	<u>-</u>
TOTAL OPERATING	11,238,612	11,816,066	11,883,448	67,382
Net G/L Before Capital	<u>284,973</u>	<u>3,934</u>	<u>121,552</u>	<u>117,618</u>
CAPITAL COSTS	161,676	3,437,000	455,490	(2,981,510)
Total Expenses	<u>\$ 11,400,288</u>	<u>\$ 15,253,066</u>	<u>\$ 12,338,938</u>	<u>\$ (2,914,128)</u>
Fund Income/(Loss)	\$ 123,297	\$ (3,433,066)	\$ (333,938)	

- While billed water to customers declined by 1.5% during FY17/18, total water purchases from the DWC increased by 2.4%. This represents a significant negative shift in the amount of unaccounted for water.
- Water billed is generally less than water purchased as there is always some system loss from a number of potential sources including:
 - Underground leaks (mains, service lines).
 - Hydrant Flushing / Fire Department use.

- Illegal hydrant taps or other connections.
- Water main breaks, system flushing and testing.
- Aging metering equipment, billing problems.
- Unbilled purchased water is costly. Current year impact almost 47 million gallons = \$228,000

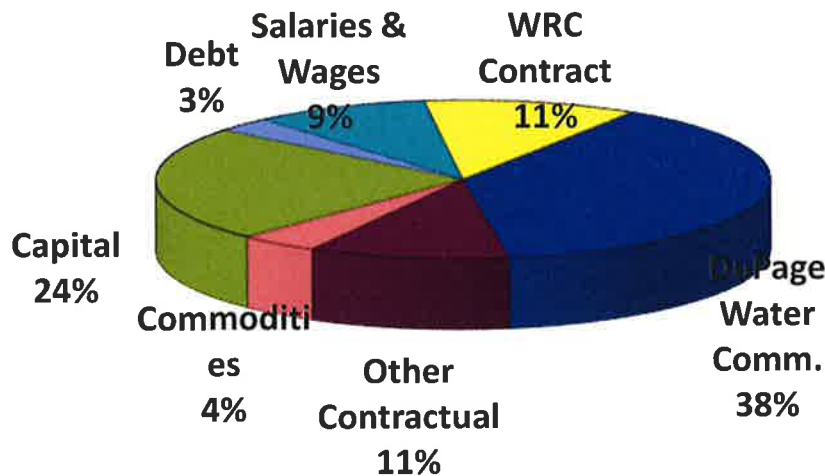


Action Plan to Address Unaccounted Water

- Task force formed including staff from Public Works, Finance, Engineering and Community Developments.
- Examine all potential sources of water loss from DWC delivery point to consumption by customer, including:
 - Leak detection – increase from bi-annual to annual and expand to private service mains (industry, multi-family, commercial, schools)
 - Use of water during construction, chlorination, pressure testing
 - Meter tampering / illegal connections / unbilled addresses
 - Billing system errors / incorrect meter multipliers
 - Large meter testing and replacement
 - Meter training with industry experts
 - “Red flag” analysis and follow-up of unusual consumption

New Budget Year – FY18/19

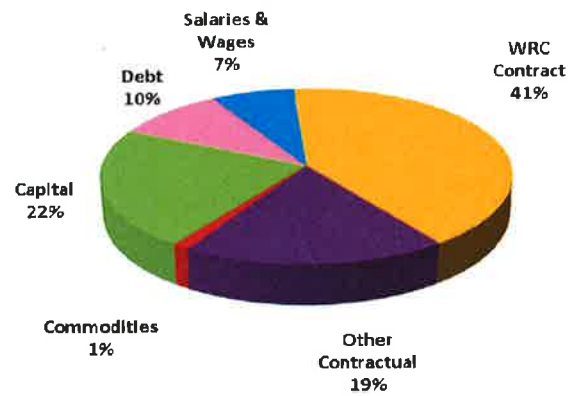
Proposed Expenses by Category FY18/19



Water Division



Sewer Division



Water & Sewer Fund – Proposed FY18/19 – Revenues

- Projecting billed water consumption at same level as FY17/18 estimate. This assumes billing of 1.086 billion gallons.
- Revenues shown reflect the following 5/1/18 proposed rate adjustments:
 - Water \$0.50 increase from \$7.25 to \$7.75 per 1,000 gallons
 - Sewer \$0.40 increase from \$3.82 to \$4.22 per 1,000 gal. water
 - Combined rate increase = \$0.90 or 8.1% over 5/1/17 adj.
 - Estimated future increases of 4.0% in FY19/20 and FY20/21 programmed to show cash flow impact. Subject to change.

Draft Water & Sewer Fund Budget Expenditures FY18/19 Proposed Compared to FY17/18 Budget

	Revised Budget FY17/18	Estimated FY17/18	Proposed Budget FY18/19	FY18/19 Proposed to FY17/18 Budget	
REVENUES	\$ 11,820,000	\$ 12,005,000	\$ 12,880,000	1,060,000	9.0%
OPERATING COSTS					
Salaries & Wages	1,464,078	1,466,890	1,501,462	37,384	2.6%
Contractual Services					
Water Commission	6,080,000	6,250,000	6,325,000	245,000	4.0%
WRC Contract	1,831,000	1,831,000	1,854,690	23,690	1.3%
All Other	1,600,007	1,503,541	1,730,339	130,332	8.1%
Total Contractual	9,511,007	9,584,541	9,910,029	399,022	4.2%
Commodities	354,458	345,494	689,222	334,764	94.4%
Debt	486,523	486,523	485,541	(982)	-0.2%
TOTAL OPERATING	11,816,066	11,883,448	12,586,254	770,188	6.5%
Net G/L Before Capital	3,934	121,552	293,746		
CAPITAL COSTS	3,437,000	455,490	3,896,500	459,500	13.4%
Total Expenses	\$ 15,253,066	\$ 12,338,938	\$ 16,482,754	1,229,688	8.1%
Fund Income/(Loss)	\$ (3,433,066)	\$ (333,938)	\$ (3,602,754)		

Operating Expense Highlights

- One additional WSE position to be hired and dedicated to 3+ year AMR Replacement Program and absorbed as permanent staff addition thereafter.
- Cost of Water +\$245,000. This assumes purchases identical to FY17/18 (1.28 B gallons) and includes 6 cent DWC rate adjustment on 5/1/18.
- Commodities reflect an additional \$342,500 for AMR purchases under the Meter account to begin a 3+ year AMR Replacement Program.
- WRC contract operator increase (\$24,000 or 1.3% over FY17/18)
- Sewer Maintenance & Repair - \$200,000 budgeted for design of future sewer projects stemming from FY17/18 Trunk Sewer Line inspections and assessments.
 - Future inspections/assessments deferred to year 3 of the financial plan (FY20/21 and beyond).

AMR Replacement Program

- FY17/18 study and testing of oldest meters in town revealed continued high degree of accuracy. No meter replacement program is proposed.
- AMRs (attached on top of water meter) that transmit meter readings via radio wave are well beyond life and are beginning to fail as internal batteries die.
- Propose replacement of approximately 8,600 AMR's over 3+ year time frame using internal staff to complete.
- Presently, as AMR's have failed, we are replacing with next generation AMR (model 100W). The proposed AMR Replacement program accelerates installation of the same newer generation 100W AMR so we can preempt the potential for an exponential rate of failure in existing older AMR's.
- The new generation AMR is capable of storing hourly reading data for a period of 40 days and can be used to help identify and document leaks or other service problems.
- This technology also lends itself to future upgraded reading collection through the installation of a fixed base network where readings can be obtained by installing antennae on water towers / street lights, etc. This would eliminate our current method of collecting readings by driving throughout town.

AMR Replacement Program Costs

\$342,500	AMR Units (2,500/yr)
62,700*	New WSE position dedicated to program
52,800	Temporary contract admin. help – Public Works
36,000	Temporary contract admin. help – Finance
4,000*	Miscellaneous supplies, phone (data), uniforms
\$497,000	Budgeted Program Costs

* These will be on-going costs and should be factored into water rates.

Water & Sewer Fund – Capital Summary – FY18/19

Water System

Schmale Road Water Main Repl. (cont'd)	\$ 2,743,000	*
Dermody Water Main Replacement	115,000	
Van Replacement (Truck #27)	<u>35,000</u>	
Total Water	\$ 2,893,000	

Sewer System

WRC Sandfilter Building Roof Replace	\$ 127,500
Sanitary Sewer Manhole Repairs	100,000
North Ave. Sewer Rehab. (design)	<u>772,000</u>
Total Sewer	<u>\$ 999,500</u>
 Total Capital Improvement	 <u><u>\$ 3,892,500</u></u>

*** Rebudgeted from FY17/18**

Water & Sewer Fund – FY18/19 – 5/1/18 Rate Recommendation

• Water Fund

- Each penny of water rate generates approximately \$10,900 of revenue based on anticipated water sales. 50 cent rate increase recommendation to cover the following operating cost increases:

7¢	New WSE position + FY18/19 compensation adj.
23¢	Increase in water cost from the DWC 6 cent DWC rate increase + 17 cents for 2.4% increase in purchases
<u>20¢</u>	<u>Increases in consulting, maintenance and muni. svc. charges</u>
50¢	Proposed Water Rate Increase, 5/1/18

• Sewer Fund

- Each penny of sewer rate generates approximately \$8,800 of revenue (less than water because of approx. 700 accounts serviced by Wheaton Sanitary District). 40 cent rate increase recommendation to cover the following cost increases:

3¢	Increase in WRC operating contract
7¢	Increases in consulting and muni. svc. charges
<u>30¢</u>	<u>Capital Funding</u>
40¢	Proposed Sewer Rate Increase, 5/1/18

Water & Sewer FY18/19 Budget

	Sewer Division	Water Division	Total Proposed FY18/19
Revenues	3,916,000	8,964,000	12,880,000
Expenses			
Salaries & Wages	326,949	1,174,513	1,501,462
Contractual Services			
Water Commission	-	6,325,000	6,325,000
WRC Contract	1,854,690	-	1,854,690
All Other	<u>838,012</u>	<u>892,327</u>	<u>1,730,339</u>
Subtotal	2,692,702	7,217,327	9,910,029

Commodities	51,699	637,523	689,222
Debt	<u>428,650</u>	<u>56,891</u>	<u>485,541</u>
Total Operating	<u>3,500,000</u>	<u>9,086,254</u>	<u>12,586,254</u>
Gain/(Loss) before Capital	416,000	(122,254)	293,746
Capital	<u>1,001,500</u>	<u>2,895,000</u>	<u>3,896,500</u>
Total Expenses	<u>4,501,500</u>	<u>11,981,254</u>	<u>16,482,754</u>
Fund Gain/(Loss)	<u>\$ (585,500)</u>	<u>\$(3,017,254)</u>	<u>\$ (3,602,754)</u>

Proposed Rate Increase 5/1/18

May 1, 2018 Recommended Rates

Water: Increase of \$0.50, from \$7.25 to \$7.75 (6.9%)
Sewer: Increase of \$0.40, from \$3.82 to \$4.22 (10.5%)
Combined: Increase of \$0.90, from \$11.07 to \$11.97

Combined increase of 8.1%

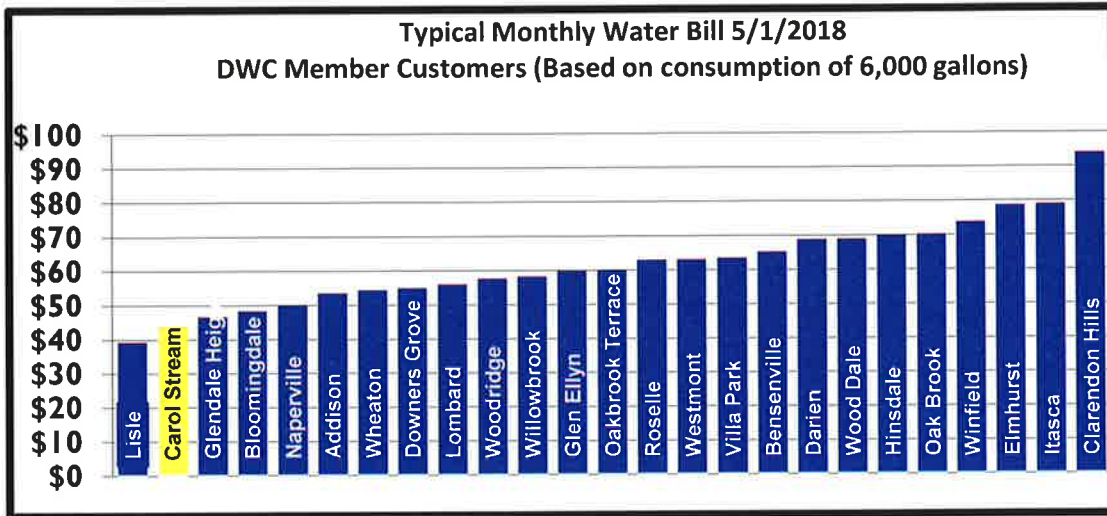
	Monthly Bill* <u>Before Increase</u>	Monthly Bill* <u>After 5/1/18</u>	Net Monthly <u>Increase</u>
Water	\$ 43.50	\$ 46.50	\$ 3.00
Sewer	<u>22.92</u>	<u>25.32</u>	<u>2.40</u>
Total	<u>\$ 66.42</u>	<u>\$ 71.82</u>	<u>\$ 5.40</u>

* Based on 6,000 gallons of water consumption / mo.

Water & Sewer Fund – Projected Cash Reserve Levels

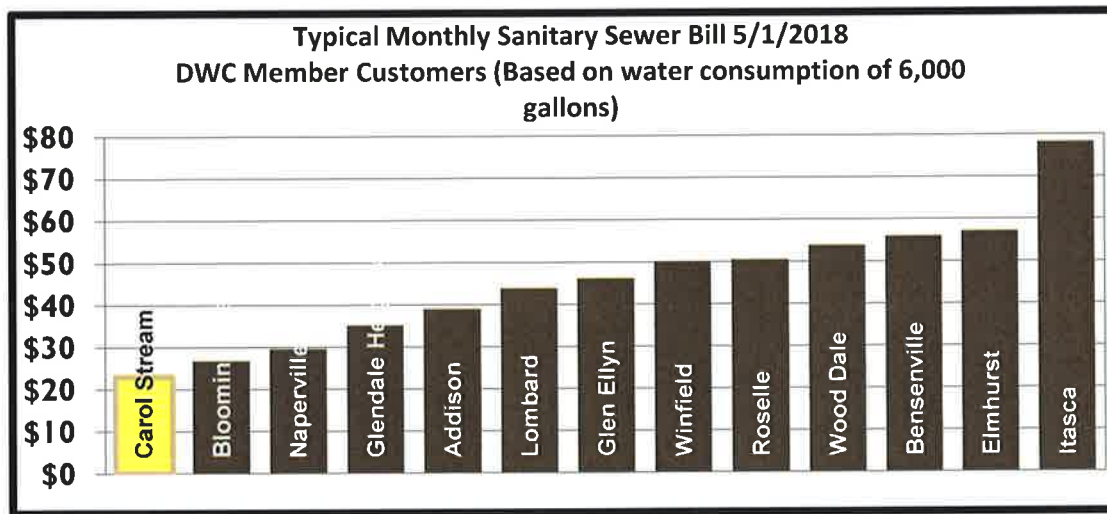
	<u>Balance</u>	<u>Change</u>
2016 actual	\$11,744,504	\$(1,536,379)
2017 actual	11,721,106	(23,398)
2018 est.	11,387,168	(333,938)
2019 proj.	7,784,414	(3,602,754)
2020 proj.	7,640,572	(143,842)
2021 proj.	6,591,223	(1,049,349)

Water & Sewer Fund – Community Comparison-Water



Recommended \$0.50 rate increase.

Water & Sewer Fund – Community Comparison – Sewer



Recommended \$0.40 rate increase.

Director of Public Works Phil Modaff described the action plan to address unaccounted water. The Illinois Department of Natural Resources requires water loss to be 12% or less. He also described the AMR Replacement Program for which the AMR batteries are reaching the end of their useful life. AMRs are beginning to fail.

Mayor Saverino stated he feels the Village should increase our water rates slightly when the City of Chicago or DuPage Water Commission raises rates to the communities. He also expressed his preference to use Village employees to install the meters vs. contractors.

There being no further business, Trustee Frusolone moved and Trustee Gieser made the second to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:16 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

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

March 19, 2018

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

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

Absent:

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

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the March 5, 2018 Special Workshop meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent 0

The motion passed.

Trustee Gieser moved and Trustee Frusolone made the second to approve the Minutes of the March 5, 2018 regular meeting of the Village Board. The results of the roll call vote were as follows:

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

Abstain: 0

Absent 0

The motion passed.

LISTENING POST:

1. Historical Spotlight: Carol Stream Library – Nadia Sheikh.
Trustee Gieser introduced Nadia Sheikh and her daughter Maya who spoke on the history of the Carol Stream Library.
2. Proclamation Celebrating 2018 Earth Hour. *Proclamation read by Trustee Hennessey.*
3. Proclamation Designating March Severe Weather Preparedness Month. *Proclamation read by Trustee Schwarze.*
4. Addresses from Audience (3 Minutes).
Linda Keen and Shawna Benavides notified the Village Board of the need to have a neighborhood garage sale for 4 days (Thursday-Sunday). They were directed to email the Village Manager’s Office with details of the sale.

PUBLIC HEARINGS:

CONSENT AGENDA:

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

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

Nays: 0

Absent: 0

The motion passed.

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

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

Nays: 0

Absent: 0

The motion passed.

1. Recommendation to Award a Contract for Street Sweeping Services.
2. Recommendation to Award a Contract for Truck Rehabilitation Services.
3. Recommendation for Approval of Amendment No. 2 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC).
4. Award of Contract – Village Prosecutor.
5. Carol Stream Municipal Center Renovation Project – Advice and Consent of Project Changes and Additions.
6. Ordinance No. 2018-03-10 Amending the Fiscal Year 2017/18 Village Budget to Establish a New Position within the Police Department.
7. Resolution No. 3000 Accepting a Grant of a Water Main Easement (AFP Sixty Four Corp., 333 S. Schmale Road).
8. Resolution No. 3001 Supporting an Increase in the Age for Purchasing Tobacco Products from Eighteen to Twenty-One.
9. Resolution No. 3002 Accepting Resolution 283 of the Carol Stream Board of Library Trustees and Authorizing the Village Manager and Village Attorney to commence discussions with respect to an Intergovernmental Loan and Mortgage.
10. Resolution No. 3003 Declaring Surplus Property owned by the Village of Carol Stream.
11. Payment of Regular and Addendum Warrant of Bills from March 6, 2018 through March 19, 2018.
12. Treasurer’s Report: Revenue/Expenditure Statement and Balance Sheet, Month ended February 28, 2018.

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

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

Nays: 0

Absent: 0

The motion passed.

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

Recommendation to Award a Contract for Street Sweeping Services:

The Village Board approved a contract with Lakeshore Recycling Systems in an amount not to exceed \$72,200.00 for street sweeping services.

Recommendation to Award a Contract for Truck Rehabilitation Services:

The Village Board approved a contract for truck rehabilitation services to Monroe Truck Equipment under NJPA contract number 080114-MTE in the amount of \$108,159.00, pursuant to the provisions of Section 5-8-3(B) and subsection 5-8-14(L) of the Carol Stream Code of Ordinances.

Recommendation for Approval of Amendment No. 2 to the Agreement for Operations, Maintenance and Management Services of the Water Reclamation Center (WRC):

The Village Board approved Amendment No. 2 to the Agreement for Operations, Maintenance and Management Services of the WRC in the amount of \$1,850,827.00 for the period of May 1, 2018 through April 30, 2019.

Award of Contract – Village Prosecutor:

The Village Board approved to renew the contract for the prosecution of Local Ordinance and Illinois Vehicle Code violations (inclusive of Driving Under the Influence charges brought pursuant to municipal ordinance) with the Law Office of Michelle L. Moore, Ltd., d/b/a The Moore Norton Law Group, Ltd., in the amount of \$2,150/week, not to exceed \$111,800 per year and \$150 for each warrant review.

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

The Village Board gave consent for changes made to the CSMC Renovation Project and to add items that were either removed through value engineering or additions and alternatives.

Ordinance No. 2018-03-10 Amending the Fiscal Year 2017/18 Village Budget to Establish a New Position within the Police Department:

The Village Board approved to retitle, revise the job description and alter the compensation of the Crime Free Housing Coordinator position in the Police Department to a Community Affairs Specialist.

Resolution No. 3000 Accepting a Grant of a Water Main Easement (AFP Sixty Four Corp., 333 S. Schmale Road):

The Village Board approved acceptance of the Schmale Road Watermain Easement located at 333 S. Schmale Road.

Resolution No. 3001 Supporting an Increase in the Age for Purchasing Tobacco Products from Eighteen to Twenty-One:

The Village Board approved supporting a statewide approach to raising the age for the purchase of tobacco products to twenty-one.

Resolution No. 3002 Accepting Resolution 283 of the Carol Stream Board of Library Trustees and Authorizing the Village Manager and Village Attorney to commence discussions with respect to an Intergovernmental Loan and Mortgage:

The Village Board approved a ten-year loan of \$2,000,000.00 to help fund the Carol Stream Library's renovation project and agreeing to meet to discuss terms and conditions of the loan with details to be considered at a later date.

Resolution No. 3003 Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved declaring surplus designated Public Works items which will be disposed of properly.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated March 19, 2018 in the amount of \$1,092,953.82. The Village Board approved the payment of the Addendum Warrant of Bills from March 6, 2018 thru March 19, 2018 in the amount of \$599,963.72.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended February 28, 2018.

Report of Officers:

Trustee LaRocca thanked Village staff for the budget workshop on the water and sewer fund. He thanked Nadia Sheikh for her historical recollection of the Carol Stream Library. Please go out and vote. The bowling fundraiser 2 weeks ago raised \$8,300 for the Veteran's Memorial Park. Trustee LaRocca stated there will be another fundraiser supporting Memorial Park on August 2 which will be a golf outing through the AJ LaRocca Foundation.

Trustee Gieser thanked Nadia Sheikh and her daughter Maya for her presentation on the history of the Carol Stream Library. He asked Tia Messino to give an update of the concert sponsorships. Assistant Village Manager Mellor also presented an update on the Municipal Center renovation construction project. The next parade fundraiser is scheduled at Augustino's on April 23. The Red Apple parade fundraiser raised over \$1,000. Trustee Gieser congratulated West Chicago High School receiving all sectional honors in drama. Please get out and vote.

Trustee Schwarze thanked Nadia Sheikh and family for their library historical recollection. He quest the audience on what portion of the Village of Carol Stream's property tax bill goes to the Village of Carol Stream and stated the answer is 0%. Village of Carol Stream receives most of its revenues from sales tax. Please shop Carol Stream.

Trustee Hennessey questioned the safety of vaping and its unknown health hazards. He supports a state-wide increase in the smoking/vaping age to 21 years old. Trustee Hennessey continues to be very busy with his efforts to schedule meetings with prominent political individuals regarding how to combat heroin use and opioid deaths. Representatives from Ohio are interested in attending our Challenge Day.

Trustee Frusolone stated the convenience store on Kuhn Road has reopened. She advised residents to heed the warnings of the thor guard lightning detection system and to take cover. Do not use cell phones during lightning storms. Trustee Frusolone described her interaction with the drug recognition expert training and stated the Police Department will have six officers trained.

Trustee McCarthy thanked Nadia Sheikh for her historical recollection of the Carol Stream Library. The Relay for Life Bags Tournament raised \$17,200. Trustee McCarty thanked Chrissy's, the Sabalasky family and Flood Brothers for their involvement. The Relay for Life at the Town Center is scheduled for June 23, 2018.

Village Clerk Czarnecki thanked Nadia Sheikh for a fun and interactive presentation regarding the history of the Carol Stream Library. Please keep military in your minds and hearts.

Village Manager Joe Breinig stated the week of April 2nd begins yard waste pick up. The Community Food Drive drop offs are available at the Village Hall, Library, Park District and other locations.

Mayor Saverino thanked Nadia and Maya Sheikh for their historical recollection of the Carol Stream Library. He expressed frustration with lawmakers in Springfield that create budget issues for Carol Stream. Mayor Saverino expressed pride in the volunteerism of the Village Board and staff.

**Regular Meeting – Plan Commission/Zoning Board of Appeals
Carol Stream Fire Protection District Station 28, DuPage County,
Carol Stream, Illinois**

***All Matters on the Agenda may be Discussed, Amended and Acted Upon
March 26, 2018.***

Tom Farace, Planning and Economic Development Manager, called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and requested a nomination for acting chairman. Commissioner Spink motioned to nominate Commissioner Creighton, which was seconded by Commissioner Petella, and was unanimously approved. Acting Chairman Creighton directed Jane Lentino, Community Development Secretary, to call the roll.

The results of the roll call were:

Present: Commissioners Angelo Christopher, Dave Creighton, Frank Petella, Dee Spink, and John Meneghini, and Charlie Tucek.

Absent: Chairman Frank Parisi

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

MINUTES:

Commissioner Spink moved and Commissioner Christopher seconded the motion to approve the minutes of the meeting of February 26, 2018.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Creighton, Petella, Spink, and Meneghini

Nays: 0

Abstain: 1 Commissioner Tucek

Absent: 1 Chairman Parisi

PUBLIC HEARING

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

The motion was passed by unanimous vote.

Case #18-0006 – St. Charles Investments/Pre-Owned of St. Charles – 27W261 North Avenue
North Avenue Corridor Review
Sign Code Variation

Acting Chairman Creighton swore in Eric Esmits, 27W261 North Avenue, Carol Stream.

Mr. Esmits explained that Pre-Owned of St. Charles is requesting a variation to the sign code to place permanent copy on the lower portion of the sign. He stated that the sign was taken from one of the other dealerships.

Acting Chairman Creighton asked for questions from the audience. There were none.

Acting Chairman Creighton asked Mr. Farace for the Staff Report.

Mr. Farace stated that the petitioner is seeking North Avenue Corridor approval, and approval of the sign code variation at Pre-Owned of St. Charles, located at 27W261 North Avenue, which was annexed into the Village last summer. He stated that at that same time, a sign from a pre-existing location was installed at the Northeast corner of the property prior to permit issuance.

Mr. Farace stated that the sign is a fully electronic message board sign, and that there is no permanent copy. He stated that, according to the sign code, at least a third of the sign needs to have permanent copy and that the permanent copy needs to be on the upper portion of the sign. He also stated that the sign code will be amended and that is one of the provisions that may be changed.

Mr. Farace stated that Staff recommended modifications around the sign, such as landscaping and brick around the pole of the sign, and there are recommendations in the Staff Report to have a minimum of five evergreen type shrubs, along with perennials or flowering shrubs for color. He stated that the landscaping brick should be three courses tall to be compatible with other signs along the North Avenue Corridor.

Mr. Farace stated that Staff recommends approval of the North Avenue Corridor review, along with the Sign Code variation with the conditions at the end of the Staff report.

Acting Chairman Creighton for questions form the Commission. Commissioners Christopher, Meneghini and Spink had none.

Commissioner Petella asked if the salt would affect the evergreens given the proximity of the sign to North Avenue.

Mr. Farace stated that they looked at salt tolerant plant material in the sign code for that very reason.

Commissioner Tucek asked Mr. Farace if the size of the sign meets the current code.

Mr. Farace stated that the sign does meet the size requirement in the sign code, and if the panel for permanent copy that is being proposed for the bottom of the sign were put at the top of the sign, a variation would have to be requested for the height of the sign as it would be taller than what's allowed along North Avenue.

Commissioner Tucek asked if the sign would obstruct the view of drivers.

Mr. Farace stated that the sign has an eight foot clearance so there would be no obstruction.

Acting Chairman Creighton asked the petitioner if they are amenable to the Staff recommendations in the Staff Report.

Mr. Esmits said they were.

Acting Chairman Creighton asked for a motion to approve the North Avenue Corridor review. Commissioner Petella moved and Commissioner Meneghini seconded the motion to approve the North Avenue Corridor review with Staff Recommendations.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Spink, Petella, Tucek, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was approved.

Acting Chairman Creighton asked for a motion to approve the Sign Code Variation. Commissioner Meneghini moved and Commissioner Petella seconded the motion to approve the Sign Code variation with Staff Recommendations.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Spink, Petella, Tucek, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was approved.

This case will go before the Village Board of Trustees on Monday, April 2, 2018, at 7:30 PM for formal approval.

Case #18-0008 - DRA Properties, LLC/Verizon Wireless - 1370 W. Army Trail Road
Amendment to a Special Use Permit for a Planned Unit Development
Fence Code Variation

Acting Chairman Creighton swore in Ralph Tencza, Owner, Carol Stream, Lawn and Power, 1370 W Army Trail Road, Carol Stream, and Doug Dolan, Dolan Realty Advisors for Verizon, 144 W. Lockwood Avenue, Webster Grove, Missouri.

Mr. Dolan explained that there will be a joint presentation to apply for a 75 foot Verizon stealth antenna designed as a flag pole, and to bring Carol Stream Lawn and Power up to code.

Mr. Dolan stated that they are proposing a 75 foot tall Verizon cellular site, designed as a flag pole, at 1370 W Army Trail Road, and referred to a slide of the site plan proposal. He explained that they purposely picked a site away from existing single family homes and in a business district. Mr. Dolan stated that the antenna is a stealth design with the antenna and cables inside the pole.

Mr. Dolan presented a slide showing the existing Verizon cell sites and the need for the antenna in the area, and explained that green color means a good signal and that the yellow means poor coverage with dropped calls and slow data speeds, and that it will get worse over time.

Mr. Dolan presented a slide showing how the Army Trail Road site fills in the gap in coverage. He explained that the coverage will worsen over time and this site is specifically designed to cover the school, businesses, residents and visitors traveling through the area.

Mr. Dolan presented a slide showing a photo simulation of the cell site from the viewpoint of the school, with and without the flag pole.

Mr. Dolan stated that the antenna is designed for one site, but that the stealth antenna is designed to handle up to two additional tenants should there be a need, and still maintain the stealth nature of the flag pole.

Mr. Dolan stated that they will fly the United States flag, abide by all of the lighting codes, and will maintain the flag and bring it to half-mast during events that call for it.

Mr. Dolan referred to a slide of the rear yard of Carol Stream Lawn and Power where equipment and repairs are dropped off. He stated that Carol Stream Lawn and Power has resided in Carol Stream for 22 years, has had the exact same fence and layout, and that it was up to code at that time. Mr. Dolan stated that they will bring the site up to current code.

Acting Chairman Creighton asked for questions from the audience.

Annabelle Barajas, 1760 Penny Lane, Bartlett, owner of a single family home across Army Trail Road, expressed concern about the school across the street, which will be right behind the flag pole, and health issues. She stated that the letter she received states that there are no health issues, but that cellular technology is new and the impact of it over time is unknown. Ms. Barajas expressed concern about the amount of time of children who will be playing outside and for the residents.

Mrs. Barajas asked what would be required for the zoning to be denied.

Acting Chairman Creighton explained that the Plan Commission is a recommending body which recommends approval or denial to the Village Board of Trustees, who actually vote on the cases.

Ms. Barajas stated that she didn't think that her neighbors received that letter and were aware of the proceedings, and that they may not have opened the letter.

Acting Chairman Creighton asked Mr. Farace for the Staff Report.

Mr. Farace stated that, for any project that requires Special Use approval before the Plan Commission, the Village is required to notify property owners within 250 feet of the property, and that there might have been properties farther north that would not have been notified, and that properties behind and on either side of CS Lawn and Power, including the school, would have been notified. He stated that a sign would have been posted as well.

Mr. Dolan stated that the health concern is an important question that comes up periodically. He stated that Verizon and all the carriers are heavily regulated by the FCC. He stated that Verizon operates 100 to 1000 times less than what the FCC requires. He stated that the radio waves at the base of the tower would be equivalent to a Wi-Fi system or a baby monitor.

Mr. Dolan stated that schools are becoming heavy users of data and cellular phones. He stated that it has become a safety concern to have reliable coverage at schools and they are a hot spot for data

usage. Mr. Dolan stated that there has been a trend to drop landlines in residential areas, and that this site will provide coverage for those who choose to drop their landlines.

Mr. Barajas expressed concern about the effect upon real estate values.

Acting Chairman Creighton asked Mr. Farace to proceed with the Staff Report.

Mr. Farace stated that Verizon is seeking approval for a PUD amendment to allow for the cellular tower to be located in the rear of 1370 W. Army Trail Road, and that Carol Stream Lawn and Power, itself, is seeking approval of a PUD amendment along, with a Fence Code variation.

Mr. Farace stated that a cellular antenna is being proposed in a fenced in area in the southeast quadrant of the property. He stated that the tower is going to be a stealth design, meaning concealed, within the flag pole design. He stated that there are other locations with a taller stealth design, such as McDonalds at the intersection of Army Trail and County Farm Roads. Mr. Farace stated that the stealth design is more appealing than the array design.

Mr. Farace stated that the site will be fenced in and there will be locations within the design and the fenced in enclosure area for possible co-location of up to two other carriers. He stated that Staff is highly supportive of co-location design. Mr. Farace stated that Staff is supportive of the cellular antenna at this location.

Mr. Farace stated that Carol Stream Lawn and Power has been at this location since the mid-90s, and received Special Use approval at that time, but that there was no Special Use approval for outdoor storage in the rear of the property for lawn equipment, snow blowers, etc., for repair work or inventory for items sold at the store, and that they are asking for Special Use approval for outdoor storage as well.

Mr. Farace stated that there is proper fencing around the outdoor storage, but there is barbed wire which is prohibited in business districts by the fence code without a variation. He stated that the fence permit that was issued in the 90s did not have any notes allowing barbed wire at that time, and they are requesting a variation to the fence code to allow for the barbed wire.

Mr. Farace stated that the property and fence are in good condition, and listed conditions of approval in the Staff Report for broken fence slats to be replaced and the replacement of plant material that may have died off.

Mr. Farace stated that Staff recommends approval for the PUD Amendment for the cellular tower and the outdoor storage, and the Fence Code variation for the barbed wire on the fence, as it is not near residential locations and has been there for 20 years.

Acting Chairman Creighton asked for questions from the Commission. Commissioners Meneghini and Christopher had none.

Commissioner Tucek asked Mr. Dolan what was going to get worse over time, based on his previous comment.

Mr. Dolan answered that use of data is expected to decline at a rapid rate, that the demand for data will continue to grow, and that antennas will enhance the coverage.

Commissioner Tucek asked if the tower could be raised to provide a stronger signal and by-pass the schools and residents.

Mr. Dolan stated that the antennas are directional antennas at the top of the flag pole and point outward and parallel with the ground and they could raise the antenna, but that their initial thought is

that there is no health concern at 40 feet, so there is no health concern at 80 feet. He stated that they operate at 1000 times less than the FCC regulations.

Commissioner Tucek asked Mr. Farace what the current height limitation is.

Mr. Farace stated that the current height limit is 50 feet.

Commissioner Tucek asked if it would make sense to go higher.

Mr. Dolan stated that it would make sense and they would like to go taller, and that they balance out the needs of the community with their needs, but, ideally, they would like to go taller to increase visibility.

Commissioner Petella asked if there is any health concern and the significance between the tower and a cellular phone.

Mr. Dolan said no and a phone is a .6 watts and an antenna would be 80 watts at a three foot distance.

Commissioner Petella asked Mr. Tencza if he was planning on doing anything with the fence, such as replace it or replace the slats.

Mr. Tencza stated that he was going to do some repairs, replace the slats, but not replace the fence, and that they were going to replace some landscaping.

Commissioner Petella asked if the fence was six feet or seven feet.

Mr. Tencza said the fence was seven feet total with the barbed wire.

Commissioner Spink asked how often the pole is maintained.

Mr. Dolan stated that the only part that is maintained is the base of the tower about once a quarter.

Commissioner Spink asked how maintenance is determined.

Mr. Dolan stated that the tower is steel and the foundation is designed to last 100 years, and is extremely low maintenance, except for the flag which lasts about three to six months. He stated that due to fiber optics, technicians can dial in remotely and make adjustments.

Commissioner Spink asked if the project remains with the property if the property were to be sold.

Mr. Dolan stated that it will be tied into the Carol Stream Verizon network and will help the other sites and it is designed to stay in the event of a change in ownership of the property.

Commissioner Spink asked what the length of the lease was.

Mr. Dolan replied that there is 30 year lease.

Commissioner Spink asked if they have to be notified as to the condition of the flag.

Mr. Dolan stated that the flag is in a maintenance schedule.

Commissioner Spink asked how far KinderCare is from the property and if it will affect the children there.

Mr. Tencza states that it is the next property east of CS Lawn and Power.

Mr. Farace stated that it is 28 feet to the property line.

Acting Chairman Creighton stated that the Commission considers any danger to public health and there wasn't any evidence that calls for that. He stated that property values would be hard to predict. He stated that the before and after pictures reveal a nice view of the American Flag, and we will probably get used to the cell towers just like we got used to the telephone lines.

Acting Chairman Creighton asked Mr. Tencza asked if the back side of the fence was slatted as well.

Mr. Tencza said yes and stated that he left a message with his landscaping contractor and the back of the property has been cleaned and they are discussing installing foliage.

Acting Chairman Creighton asked for a motion to approve the amendment to a Special Use for a PUD for the cell tower. Commissioner Petella moved and Commissioner Tucek seconded the motion with Staff Recommendations.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Spink, Petella, Tucek, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was approved.

This case will go before the Village Board of Trustees on Monday, April 2, 2018, at 7:30 PM for formal approval.

Acting Chairman Creighton asked for a motion to approve an amendment to a Special Use for a PUD Amendment for outdoor storage Carol Stream Lawn and Power. Commissioner Spink moved and Commissioner Tucek seconded the motion with Staff recommendations.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Meneghini, Spink, Petella, Tucek, and Acting Chairman Creighton

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was approved.

This case will go before the Village Board of Trustees on Monday, April 2, 2018, at 7:30 PM for formal approval.

Acting Chairman Creighton asked for a motion to approve a variation to the Fence Code. Commissioner Tucek moved and Commissioner Christopher seconded the motion.

The results of the roll call vote were:

Ayes: 4 Commissioners Christopher, Spink, Tucek, and Acting Chairman Creighton.
Nays: 2 Commissioner Petella and Commissioner Meneghini
Abstain: 0
Absent: 1 Chairman Parisi

The motion was approved.

Case #18-0009 - Central States Tower/Verizon Wireless - 505 E. North Avenue

Special Use Permit - building or structure to exceed 50 feet in height in the I Industrial District
Front Yard Setback Variation
Fence Code Variation

Mr. Doug Dolan, 144 W. Lockwood, St. Louis, MO, was sworn in as the witness in the previous case and is still under oath.

Mr. Dolan stated that they are requesting Special Use for a 95 foot cellular tower to be located at 505 E North Avenue, which is designed to increase coverage and capacity to Carol Stream. He stated that the tower would be a traditional monopole to be located in the northwest corner of the property along Phillips Court, out of the way of the Hopewell Services buses.

Mr. Dolan stated that, regarding public safety, 70% of emergency calls to 911 are from cell phones, and enhancing the network in Carol Stream will enhance public safety. He stated that known websites, such as the FCC, FAA, American Cancer Society, OSHA, FEMA, have reliable information on the safety of cell sites.

Mr. Dolan referred to a slide that showed all of the cell tower sites in Carol Stream, and stated that there are projected to be more users than the existing cell sites can handle; dark blue being the best coverage, light blue is moderate coverage, green is still good, and yellow is poor. He stated that a cell tower at this location will help with the yellow areas.

Mr. Dolan stated that this tower is designed for co-location for up to two other carriers, and there will be ground space at the base of the tower for their equipment cabinets.

Acting Chairman Creighton asked for questions from the audience. There were none.

Acting Chairman Creighton asked Mr. Farace for the Staff Report.

Mr. Farace stated that Verizon is seeking approval of a Special Use to exceed the maximum allowable height of 50 feet of a structure in the I Industrial area, for setback, along with setback variations along Phillips Court at the rear of the property, for a fence and the equipment enclosure area, along with a

variation to the fence code. He stated that the tower would be 100 feet in height with a lightning rod at the top.

Mr. Farace referred to the case in November, 2017, in which Hopewell Services, Inc., requested a Special Use permit for bus and van parking in the north parking lot at 505 E. North Avenue, which was approved. He stated that as a provision of their approval, a square area in the northwest corner of the parking lot that was set aside for a potential antenna location.

Mr. Farace stated that the area will be slightly reconfigured for parking, and that Hopewell Services would not lose any spaces, and would add three or four spaces by having the area restriped.

Mr. Farace stated that the area with the equipment enclosure will be about 2000 square feet where the monopole will be located, along with the equipment for Verizon and potential equipment for two future carriers.

Mr. Farace stated that this cell tower will not be a stealth design, which is usually suggested for commercial and residential locations. He stated that, although it is along North Avenue, it does not require North Ave Corridor review because it is located 600 feet from North Avenue, and the requirement for North Avenue Corridor review is 400 feet.

Mr. Farace stated that this location is closer to Phillips Court, and that Staff feels comfortable in supporting a monopole design with array style antennas. He stated that Staff is also supportive of the co-location opportunities.

Mr. Farace stated that the rest of the request has to do with the setback variations. He stated that, although the front of the property is along North Avenue, frontage of the back of the property is along Phillips Court and has a 40 foot setback that includes buildings and structures. He stated that the equipment enclosure will encroach into the setback and will be about 25 feet from the right of way. He stated that the tower is setback far enough to not be within the setback. He stated that it is still an adequate distance and will look appropriate along the roadway. Mr. Farace stated that there will be landscaping and fencing for screening purposes.

Mr. Farace stated that Staff is supportive of the requests at this location as it is along Phillips Court and not along a major roadway.

Acting Chairman Creighton asked for questions from the Commission. Commissioners Christopher, Meneghini, and Tucek had none.

Commissioner Spink asked if it was possible to disguise the tower to look like a tree.

Mr. Dolan stated that there are methods to do that, but they are primarily used in parks and areas with other trees.

Commissioner Petella asked if the seven foot fence needed barbed wire.

Mr. Dolan stated that they didn't need the barbed wire and could raise the height if it was allowed.

Mr. Farace stated that the maximum height for a fence in the I Industrial area is seven feet and that's already the anticipated height of the fence.

Commissioner Meneghini asked what type of fence would be installed.

Mr. Farace stated that it would be chain link with slats to match the fence that Hopewell Services will be installing this spring.

Commissioner Petella stated that he would be ok with a cyclone fence that has spikes at the top, but not barbed wire.

Mr. Dolan stated that towers are not typically climbable. He stated that barbed wire is not a requirement, but it is part of the standard build out.

Mr. Farace stated that the detail was already at the maximum of seven feet.

Acting Chairman Creighton has no questions.

Acting Chairman Creighton asked for a motion to approve a Special Use permit for a structure over 50 feet and variation to the Zoning Code. Commissioner Meneghini moved and Commissioner Petella seconded the motion with Staff recommendations.

The results of the roll call vote were:

Ayes: 6 Commissioners Christopher, Spink, Tucek, Petella, Meneghini, and Acting Chairman Creighton.

Nays: 0

Abstain: 0

Absent: 1 Chairman Parisi

The motion was approved.

This case will go before the Village Board of Trustees on Monday, April 2, 2018, at 7:30 PM for formal approval.

Acting Chairman Creighton asked for a motion to approve the variation to the Fence Code. Commissioner Petella moved and Commissioner Meneghini seconded the motion with Staff a contition to remove the barbed wire from on top of the fencing.

The results of the roll call vote were:

Ayes: 5 Commissioners Christopher, Spink, Tucek, Petella, and Meneghini.

Nays: 1 Acting Commissioner Creighton

Abstain: 0

Absent: 1 Chairman Parisi

The motion was approved.

Acting Chairman Creighton asked for a motion to close public hearing,

Commissioner Meneghini moved and Commissioner Christopher seconded the motion to close Public Hearing.

The motion was passed by unanimous vote.

PRESENTATION:

OLD BUSINESS:

NEW BUSINESS:

ADJOURNMENT:

At 8:01pm Commissioner Spink moved and Commissioner Meneghini 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

**A RESOLUTION HONORING KELLY LALLY
UPON HIS 20th ANNIVERSARY OF EMPLOYMENT WITH THE
VILLAGE OF CAROL STREAM POLICE DEPARTMENT**

WHEREAS, Kelly Lally joined the Carol Stream Police Department as Police Officer on March 30, 1998; and

WHEREAS, Kelly Lally has been honored with several commendations during his career; and

WHEREAS, Kelly Lally earned the Chief's Award of Merit for his work during a rape and homicide investigation; and

WHEREAS, Kelly Lally served in many capacities, divisions, and performed numerous specialties; and

WHEREAS, Kelly Lally served as a Detective, Lead Homicide Investigator, Juvenile Officer, Evidence Technician, member of the DuPage County Major Crimes Task Force, Field Training Officer, Officer in Charge, and Corporal; and

WHEREAS, Kelly Lally has been employed as a public servant for twenty years as a police officer with the Village of Carol Stream Police Department.

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

SECTION 1: Officer Kelly Lally's services and dedication to the Village of Carol Stream and accomplishments in the field of law enforcement are hereby recognized and commended.

SECTION 2: Officer Kelly Lally is wished the very best of happiness and health in his continued employment with the Village of Carol Stream.

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

PASSED AND APPROVED ON THIS 2nd DAY OF APRIL, 2018

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: March 21, 2018
RE: Fourth of July Parade Donation

Annually the Village asks residents to donate money with their water bill payments to support the Fourth of July Parade. Money collected in one year is held and released the following year to the Parade Committee. A history of those donations follows:

2006	\$4,192.00
2007	\$4,337.00
2008	\$2,719.97
2009	\$3,724.48
2010	\$2,924.37
2011	\$2,787.70
2012	\$2,806.03
2013	\$1,940.53
2014	\$1,872.53
2015	\$1,893.49
2016	\$1,400.84
2017	\$1,643.94

JEB/dk

Attachment

cc: Fourth of July Parade Committee

To: Mayor and Village Board

From: Carol Stream July 4thParade Committee

March 21, 2018

The Carol Stream July 4thParade Committee requests the check from the Village from water bill donations.

The funds will be used to pay for parade expenses and performers for the 2018 parade. Performers invited for this year include: the Glenbard North High School Marching Band, the Jesse White Tumblers, the Barefoot Hawaiians, several Shrine Units, stilt walkers, jugglers and many others.

Let us know when it is on the agenda and we will attend the meeting.

Thanks

Kim Gieser
Chairperson, Carol Stream July 4thParade Committee

PROCLAMATION

Designating April Safe Digging Month

WHEREAS, each year, the nation's underground utility infrastructure is jeopardized by unintentional damage by those who fail to call 8-1-1 to have underground lines located prior to digging. Undesired consequences, such as service interruption, damage to the environment, personal injury, and even death, are the potential results; and

WHEREAS, the Common Ground Alliance and its 1,700 members, including JULIE Inc., promote the national Call-Before-You-Dig number, 8-1-1, in an effort to reduce these damages. Designated by the FCC in 2005, 8-1-1 provides potential excavators and homeowners a simple number to reach our local JULIE One Call Center to request utility line locations at the intended dig site; and

WHEREAS, through education of safe digging practices, excavators and homeowners can save time and money keeping our Village safe and connected by: making a simple call to 8-1-1 in advance of any digging project; waiting the required amount of time; respecting the marked lines by maintaining visual definition throughout the course of the excavation; and finally, digging with care around the marks; and

WHEREAS, all parties agree that safe digging is a shared community responsibility. To know what is below, call 8-1-1 before you dig at least 2 days before the start of any excavation project.

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, that April 2018, be known as **SAFE DIGGING MONTH** in the Village of Carol Stream, and encourage excavators and homeowners throughout the community to always call 8-1-1 before digging.

Dated this 2nd day of April, 2018

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: March 28, 2018

RE: **Agenda Item for the Village Board Meeting of April 2, 2018**
PC/ZBA Case 18-0006, St. Charles Investments/Pre-Owned of St. Charles – 27W261 North Avenue, North Avenue Corridor Review-Ground Sign and Sign Code Variation

Donald Raimondi with Nissan of St. Charles requests North Avenue Corridor (NAC) approval for a ground sign, and a Sign Code Variation to allow the permanent copy of a changeable copy sign to be on the lower portion of the sign. In August 2017, the Pre-Owned of St. Charles automobile dealership property at 27W261 North Avenue was annexed into the Village. During the same time period, the property owner installed a new ground sign without a permit in the same location on the property as a previous ground sign.

The sign is an electronic cabinet installed on a black metal pole at the northeast corner of the property. Since the pole is right along the edge of pavement near the driveway, the applicant proposes to install landscaping brick around three sides of the sign pole, and landscaping and mulch surrounding the pole. The landscaping brick and plant material will provide a more aesthetically appealing sign along the North Avenue Corridor, and staff recommended specific evergreen shrubs and perennials or groundcover be installed to provide seasonal color and visual interest as a condition of approval. Staff also recommended that a minimum of three rows of brick coursing be installed around the sign pole to provide a substantially raised base for the planting area. The PC/ZBA concurred with staff's recommendations.


The Sign Code Variation request is to allow a permanent copy panel denoting "Pre-Owned of St. Charles" on the lower portion of the sign, whereas the Sign Code requires that the permanent copy of a changeable copy sign be located on the upper portion of the sign. The copy will provide permanent identification of the business, and if the panel were to be installed on top of the sign, the sign would exceed the allowable height for signage along North Avenue. Staff also recommends that the panel not be exposed underneath or on its sides so as to provide a finished appearance, and Plan Commission concurred with the recommendation. The applicant agreed to all of staff's recommendations.


The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on March 23, 2018. At its meeting on March 26, 2018, by a vote of 6-0, the PC/ZBA recommended approval of the Sign Code Variation subject to the conditions in the March 26, 2018 staff report. The PC/ZBA also approved the NAC Review by a vote of 6-0. The PC/ZBA has the authority to approve or deny Sign Code variation requests. However, the Sign Code grants the Village Board the opportunity to affirm or reverse the decision of the PC/ZBA within 21 days of the date that the request first appears before the Village Board. If the Village Board chooses to take action on the Sign Code Variation request, their decision is final. If the Board chooses not to take action within the 21-day period set forth in the Sign Code, the decision of the PC/ZBA is final. No Village Board action is necessary regarding the North Avenue Corridor Review.

ec: Don Raimondi, Nissan of St. Charles (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager 

THROUGH: Donald T. Bastian, Community Development Director 

DATE: March 28, 2018

RE: **Agenda Item for the Village Board Meeting of April 2, 2018**
PC/ZBA Case 18-0008, DRA Properties, LLC/Verizon Wireless and Carol Stream Lawn & Power – 1370 W. Army Trail Road, Amendment to a Special Use for a Planned Unit Development and Fence Code Variation

Doug Dolan of Dolan Realty Advisors, on behalf of Verizon Wireless and Carol Stream Lawn & Power, requests approval of an Amendment to a Special Use for a Planned Unit Development for the installation of a cellular antenna in the rear of the Carol Stream Lawn & Power property at 1370 W. Army Trail Road, along with the PUD Amendment for the allowance of outdoor storage for the existing business, and a Fence Code Variation to maintain a fence around said outdoor storage area with barbed wire.

Verizon Wireless has identified a gap in cellular coverage in the northwest quadrant of the Village, and proposes to install a 75-foot tall stealth flagpole-style antenna tower in the rear of the property. The proposed antenna will be located within a fenced-in enclosure with slats to match the slats in the existing fence around the outdoor storage area for Carol Stream Lawn & Power, and the enclosed area will also include space for ground-mounted equipment. An appropriately sized American flag will also be placed on top of the tower.

A PUD Amendment is also requested on behalf of Carol Stream Lawn & Power for outdoor storage. In August 1996, PUD approval was granted to the existing business, and conditions of approval included that all operations would be conducted within the building and that no outside parking, storage, or operation of equipment would be allowed. However, the rear of the subject property has contained a fenced-in outdoor storage area for lawn and snow equipment for many years, and Staff is unable to determine why approval for the outdoor storage was never sought or granted. Given that the outdoor storage area has been maintained in an appropriate manner, and staff is not aware of any complaints concerning the area, the PUD amendment can be supported. A Fence Code Variation is also requested to maintain barbed wire on top of the existing fence around the outdoor storage area in a business district. A permit was issued for the fence in the late 1990s, but there is no record of allowing barbed wire, which is only permitted in the industrial district. Since the barbed wire provides additional security for the equipment, and the rear of the property is several hundred feet away from residential and institutional properties, staff supports the variation request.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on March 23, 2018. At its meeting on March 26, 2018, by a vote of 6-0, the PC/ZBA recommended approval of the PUD Amendments subject to the conditions in the March 26, 2018 staff report. The PC/ZBA also approved the Fence Code Variation by a vote of 4-2. If the Village Board concurs with the PC/ZBA recommendation, they should approve an Amendment to a Special Use for a PUD for a cellular antenna and for outdoor storage, subject to the conditions contained within the Ordinances, and adopt the necessary Ordinances. No Village Board action is necessary regarding the Fence Code Variation.

ec: Doug Dolan, Dolan Realty Advisors (via email)
Ralph Tencza, Carol Stream Lawn & Power (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: March 28, 2018

RE: **Agenda Item for the Village Board Meeting of April 2, 2018**
PC/ZBA Case 18-0009, Central States Tower/Verizon Wireless – 505 E. North Avenue,
Special Use Permit for a Structure to Exceed 50 Feet in Height, Zoning Code Variation,
and Fence Code Variation

Doug Dolan of Dolan Realty Advisors, on behalf of Verizon Wireless, requests approval of a Special Use Permit for a structure to exceed 50 feet in height for the installation of a cellular antenna in the rear of the 505 E. North Avenue property, along with approval of a Zoning Code Variation to allow for an equipment enclosure to encroach into the front yard setback along Phillips Court and a Fence Code Variation to allow the fencing of the enclosure to encroach into the same setback. Verizon Wireless has identified a gap in cellular coverage within the area near the intersection of North Avenue and Schmale Road, and has determined that the proposed location will improve service in the coverage gap area. The proposed monopole will be located within a fenced-in enclosure in the rear parking area of the property, and will allow for future co-location of other carriers. In November 2017, Hopewell Services received approval of a Special Use Permit for bus and van parking in the rear parking lot of the subject property, and an area in the northwest corner of the rear parking lot was set aside for a future antenna tower location. With Verizon's proposal, parking lot striping will need to be slightly modified to accommodate the fenced-in equipment enclosure area, but there will not be a loss of any parking spaces for Hopewell Services.

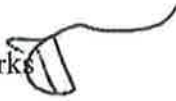
In regards to the Zoning Code and Fence Code Variations, the main frontage of the subject property is North Avenue; however, the property also has frontage along Phillips Court. The building setback for the subject property along Phillips Court is 40 feet. While the proposed monopole will be located approximately 50 feet away from the Phillips Court right-of-way, the equipment enclosure area is proposed to be located only 25 feet away from the right-of-way. Building setbacks are normally imposed for reasons of privacy, safety, aesthetics, and environmental protection purposes; however, the encroachment along Phillips Court should have minimal impact on surrounding properties or the drainage swale to the north of the proposed equipment enclosure. Proposed landscaping will also lessen the impact on said encroachment, and the encroachment into the front yard setback will lessen any impact on the rear parking area for Hopewell Services.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on March 23, 2018. At its meeting on March 26, 2018, by a vote of 6-0, the PC/ZBA recommended approval of the Special Use Permit and Zoning Code Variation subject to the conditions in the March 26, 2018 staff report. The PC/ZBA also approved the Fence Code Variation by a vote of 5-1, subject to the additional condition of the removal of barbed wire from the top of the fence. If the Village Board concurs with the PC/ZBA recommendation, they should approve a Special Use Permit and Zoning Code Variation, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance. No Village Board action is necessary regarding the Fence Code Variation.

ec: Doug Dolan, Dolan Realty Advisors (via email)

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works 

DATE: March 21, 2018

RE: Emergency Street Light Repair and Replacement Contract – FY2019

In March 2016, Public Works opened bids for a contractor to perform emergency street light repair services. The contract provides emergency response services beyond in-house capability, typically in situations where a street light pole has been knocked down that requires complete replacement. The contract is intended to have one contractor available for quick response with pre-determined labor and equipment rates. No guarantee of work is included in the contract due to the unpredictable need for services.

Based upon the results of the March 2016 bid results the Village Board awarded a contract to low bidder H&H Electric Company for fiscal year 2017, and the following year approved a one-year extension for a 0% increase. The contract did not provide for an extension for the coming fiscal year.

Staff has recently conferred with H&H and they have indicated their desire to provide the services again *at no increase* for the period May 1, 2018 through April 30, 2019. (A copy of their original bid and an e-mail from H&H Electric Company dated March 21, 2018, detailing their offer are attached for reference). Staff is very pleased with this contractor's responsiveness, quality of work and knowledge of our street light system.

Staff recommends the Board approve a Motion awarding a contract extension to H&H Electric Company for emergency street light repair and replacement services for the period of May 1, 2018 through April 30, 2019, pursuant to the provisions of Section 5-8-3(B) and 5-8-14(O) of the Carol Stream Code of Ordinances.

Attachments

Phil Modaff

From: Louie Veneziano <louie.veneziano@hh-electric.com>
Sent: Wednesday, March 21, 2018 9:22 AM
To: Phil Modaff
Cc: Lenny Veneziano
Subject: RE: Emergency Street Light Repair Services (C-44SL - Carol Stream)

Phil:

An extension for 05/01/2018 to 04/30/2019 under the same terms, conditions and pricing as the current contract would be acceptable to H&H.


Thank you,

Louie Veneziano



2830 Commerce Street
Franklin Park, Illinois 60131-2927
(708)-453-2222 PHONE
(708)-453-2851 FAX
www.hh-electric.com

LIGHTING THE WAY SINCE 1944

 Please do not print this e-mail unless absolutely necessary.

From: Phil Modaff [mailto:pmodaff@carolstream.org]
Sent: Wednesday, March 21, 2018 8:15 AM
To: Louie Veneziano <louie.veneziano@hh-electric.com>
Subject: Emergency Street Light Repair Services

Louie,

Our current contract for emergency street light repair services ends on April 30, 2018. Under the contract entered into following the bid in 2016 there are no more extensions available. However, before I decide to solicit pricing again I am interested to know if you would consider performing these services for the period May 1, 2018 thru April 30, 2019, under the same terms, conditions and pricing as the current contract. If so, I will consider recommending to the Village Manager that we consider entering into a new contract.

Please let me know what you think. Thanks,

Phil Modaff
Director of Public Works
Village of Carol Stream
630-871-6262 (direct)
630-871-6260 (main)
630-774-0551 (Cell)
pmodaff@carolstream.org

BID FORM (page 1 of 2)

The bidder in submitting this bid hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto. The undersigned ("Contractor") agrees to furnish to the Village of Carol Stream, an Illinois Municipal Corporation hereinafter referred to as the "Village", Emergency Streetlight Repair Services for the period June 1, 2016 through April 30, 2017, at the rates as proposed below:

Labor Types	Units (Hours)	Hourly Rate	Extended
Foreman	40	\$ 104.20	\$4,168.00
Lineman	10	\$ 74.40	\$ 744.00
Operator	10	\$ 8.20	\$82.00
Groundman	40	\$ 62.00	\$2,480.00
Labor Total:			\$7,474.00

Equipment Types	Units (Hours)	Hourly Rate	Extended
Service Truck	5	\$ 1.00	\$5.00
Line Truck	40	\$ 1.00	\$ 40.00
Bucket Truck	40	\$ 45.00	\$1,800.00
Trencher	5	\$ 1.00	\$5.00
Backhoe	5	\$ 1.00	\$5.00
D-bore Machine	5	\$ 45.00	\$225.00
Mini-Excavator	5	\$ 10.00	\$50.00
Equipment Total:			\$ 2,130.00

GRAND TOTAL (total of Labor PLUS Equipment): \$9,604.00

BID FORM (page 2 of 2)

ONE-YEAR EXTENSION

At its sole discretion, the Village may extend the contract to cover a one-year additional contract period. Rates for services listed for the period June 1, 2016 through April 30, 2017, will not increase more than 4 % for a one-year additional contract period (May 1, 2017 through April 30, 2018).

Name of Contractor: H&H ELECTRIC CO.

Address: 2830 COMMERCE STREET

FRANKLIN PARK, ILLINOIS 80131

Telephone No: 708-453-2222 Date: 05/04/2016

Contact Person: LOUIE VENEZIANO Date: 05/04/2016

Authorized Signature:  Title: PRESIDENT
LOUIE VENEZIANO

**BIDS MUST BE RECEIVED IN THE PUBLIC WORKS
DEPARTMENT - 124 Gerzevske Lane, Carol Stream, IL -
NO LATER THAN 10:00 AM, on Thursday, May 5, 2016**

**VILLAGE OF CAROL STREAM
GOVERNMENTAL CONTRACT COMPLIANCE CERTIFICATIONS**

I, Louie Veneziano (name), certify that I am employed as the President (title) of H&H Electric Co. (company), a party to the Agreement to which this certificate is attached, 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 following certifications are true and correct:

1. Certification under 720 ILCS 5/33E-11

The Company 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 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.

2. Payments to Illinois Department of Revenue

The Company is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1

3. Non-Discrimination: EEOC

The Company is an “equal opportunity employer” as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002(e)); Executive Order No. 11246, 30 F.R. 12319 (1965); Executive Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois is a material part of any contract awarded on the basis of this proposal. The Company shall not discriminate on the basis of race, color, sex, national origin, religion, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service.

4. Human Rights Act

The Company shall perform the Contract in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Company shall not engage in any prohibited form of discrimination in employment as defined in the Act. The Company shall 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.

5. Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Company and each subcontractor has adopted and maintains written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under State law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Company's/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission;
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

6. Compliance with Freedom of Information Act (FOIA)

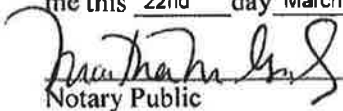
The Company acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village within two (2) business days of 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.

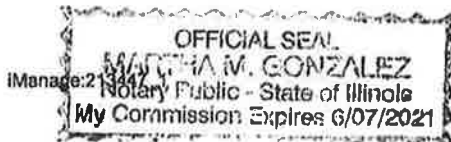
H&H Electric Co.
Firm Name

By: Louie Veneziano, President
Name/Title


Signature

SUBSCRIBED AND SWORN to before
me this 22nd day March, 2018


Notary Public



Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Jon Batek, Finance Director
DATE: March 20, 2018
RE: Water and Sewer Rate Ordinance – May 1, 2018

Transmitted with this memorandum is an ordinance establishing water and sewer rates effective May 1, 2018.

As recommended in the Water and Sewer Fund budget workshop meeting on March 19th, a rate increase for water (\$0.50 per 1,000 gallons) and sewer (\$0.40 per 1,000 gallons water used) is needed to cover cost increases in various operating areas of the fund for the upcoming May 1, 2018 to April 30, 2019 fiscal year. The combined \$0.90 rate increase will result in an increase in the monthly water/sewer bill of a customer using 6,000 gallons of water of \$5.40.

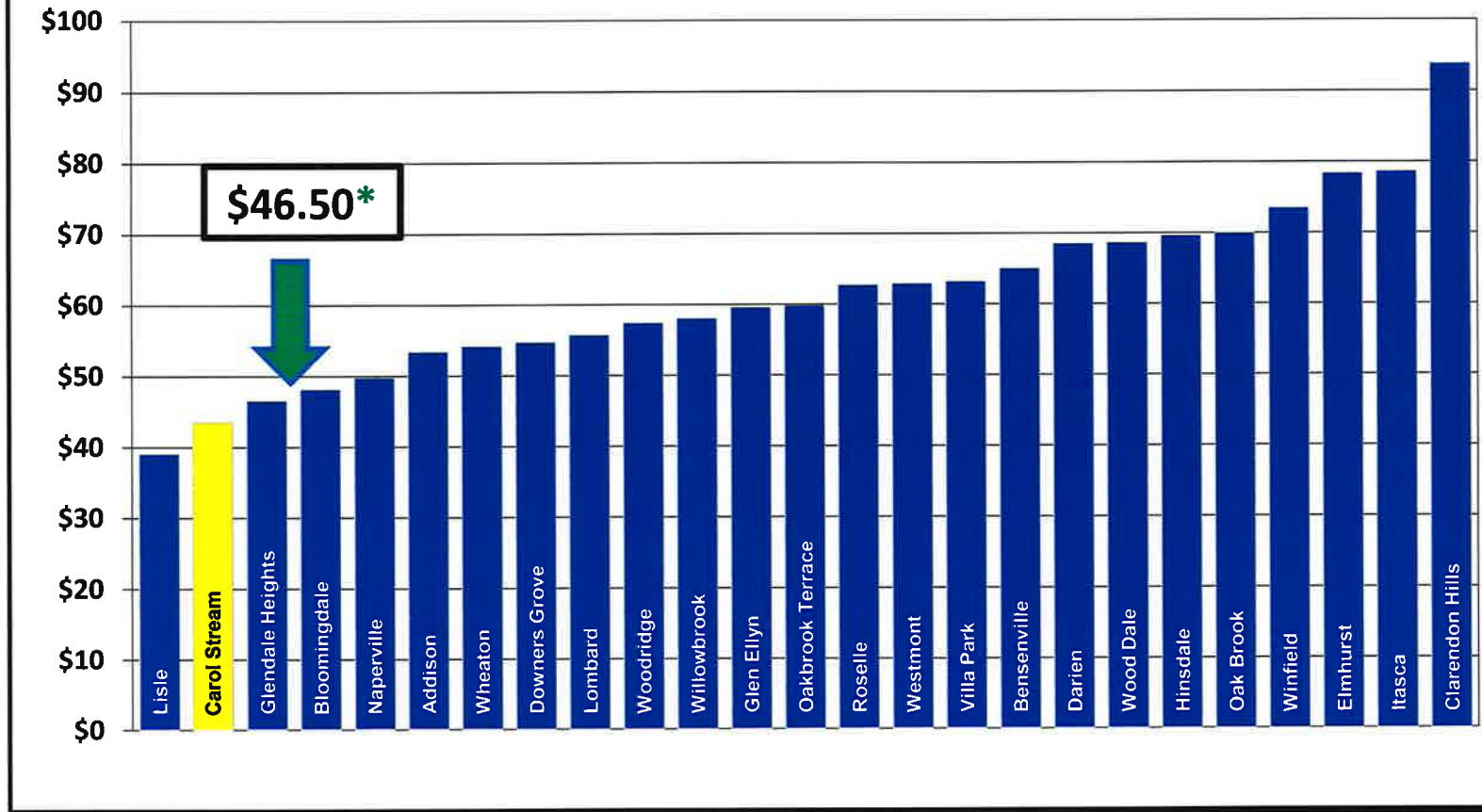
As we discussed, the fund has been drawing from reserves for many years to complete capital improvements and rehabilitations of system infrastructure. While this is an acceptable use of reserves, cash balances have declined in eight of the last nine years. The proposed 3 year financial plan continues to rely heavily on reserve balances to complete significant capital improvement projects.

While 75% of the proposed 40 cent sewer rate increase for May 1, 2018 will provide some restored funding for future capital projects in the sewer division, additional future rate increases will be necessary in both water and sewer divisions if we are to continue to have sufficient funding available to complete needed system improvements and rehabilitations beyond our three year financial planning horizon.

After considering the proposed rate adjustments for May 1, Carol Stream continues to have among the lowest combined water and sewer rates among DuPage Water Commission communities as illustrated on the attached graphics.

Typical Monthly Water Bill 5/1/2018

DWC Member Customers (Based on consumption of 6,000 gallons)

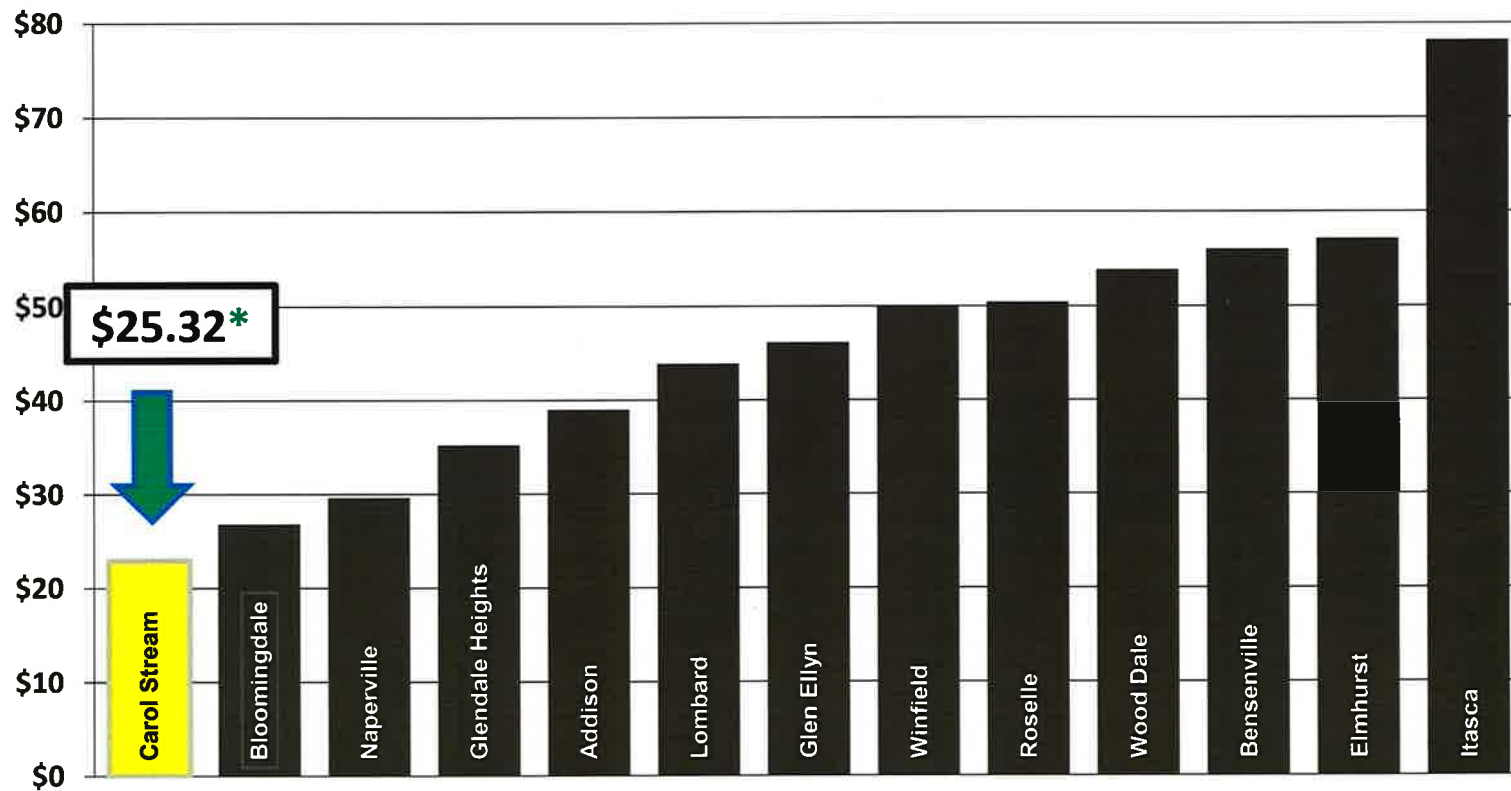


Source: Municipal Websites - 3/1/18

* Recommended \$0.50 rate increase from \$7.25 to \$7.75 effective 5/1/18.

Typical Monthly Sanitary Sewer Bill 5/1/2018

DWC Member Customers (Based on water consumption of 6,000 gallons)



Source: Municipal Websites - 3/1/18

Includes those municipal members that bill for sewage treatment or operate sewage treatment facilities.

* Recommended \$0.40 rate increase from \$3.82 to \$4.22 effective 5/1/18.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 13-3-13 OF THE VILLAGE CODE
PERTAINING TO WATER AND SEWER RATES**

WHEREAS, the Village of Carol Stream owns and operates a combined water and sanitary sewerage system that serves all residents and businesses in the Village of Carol Stream and some of the adjacent unincorporated areas; and

WHEREAS, all of the funds required for the operation, maintenance and improvement of the system come from the users of the system, essentially through a system of user rates and charges; and

WHEREAS, the Village's proposed Water and Sewer Fund Budget for the new fiscal year beginning May 1, 2018 through April 30, 2019 projects that anticipated revenues to be generated from current water and sewer rates will be insufficient to cover proposed operating expenses necessary to maintain the water and sanitary sewer systems in good working order; and

WHEREAS, an increase in the water rate of \$0.50 per 1,000 gallons billed to Carol Stream water customers is necessary to offset the Village's costs of maintaining a safe and reliable potable water distribution system; and

WHEREAS, an increase in the sanitary sewerage rate of \$0.40 per 1,000 gallons of water billed is necessary to ensure sufficient funds are generated to meet the continued operational and maintenance costs of the sanitary sewerage collection and treatment systems,

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

SECTION 1: That Section 13-3-13 of the Village Code of Ordinances, Subsections (B), (C) and (D) of the Village of Carol Stream pertaining to Water and Sewer Rates is and the same is hereby amended to read as follows:

§13-3-13 RATES

- (B) For each residential single-family, commercial or industrial user of the combined waterworks and sewerage system within the corporate limits, the charge for water and sewer service shall be as follows:

The charge shall be \$11.97 per each 1,000 gallons or a fraction thereof.

- (C) For each residential single-family and multi-family, commercial, or industrial user of water service only, within the corporate limits, the charge for water service only shall be as follows:

For each 1,000 gallons, the charge shall be \$7.75 per each 1,000 gallons or fraction thereof.

- (D) For each residential single-family and multi-family, commercial or industrial user of the sewer service only, within the corporate limits, the charge for sewer service only shall be as follows:

For each 1,000 gallons, the charge shall be \$4.22 for each 1,000 gallons or fraction thereof.

SECTION 2: All other sections of the code not herein modified or changed shall remain in full force and effect.

SECTION 3: After its passage, approval and publication in pamphlet form as provided by law, this Ordinance shall be in full force and effect for usage beginning May 1, 2018.

PASSED AND APPROVED THIS 2nd DAY OF APRIL 2018.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

Village of Carol Stream.

Interdepartmental Memorandum

DATE: March 27, 2018

TO: Joseph Breinig, Village Manager

FROM: Jon Batek, Finance Director

SUBJECT: **Local Motor Fuel Tax**

Our extended planning process for the new FY18/19 Village Budget beginning May 1, 2018 has been largely consumed by dealing with the sudden and dramatic decline in General Fund revenues during our current fiscal year, the most significant of which included:

1. The loss of sales tax revenues from some of our largest retailers including Office Depot (moved internet sales out of Carol Stream) and Village Marketplace.
2. The State of Illinois' sudden imposition of a 2% collection fee on our home rule sales taxes which began in August 2017.
3. The State of Illinois' reduction of 10% of locally shared Income Tax revenues as a means of shoring up their first budget in nearly two years.

Following a series of expenditure reductions to re-balance our current year FY17/18 budget, using our November 2017 Village Financial Profile and Peer Comparison as a guide, we reviewed a number of alternative revenue options with the Village Board in early December 2017.

Bringing the proposed FY18/19 General Fund budget into alignment required a number of additional expenditure cut-backs and deferrals as well as an increase in our home rule sales tax of 0.25% to become effective July 1, 2018. While the General Fund is balanced for FY18/19, it leaves little, if any residual balances that we have traditionally used as the primary funding source for our road program which is paid for out of our Capital Projects Fund.

In order to ensure some level of dedicated funding for our road program and decreasing our reliance on the need for General Fund surpluses to fund capital improvements, the Village Board expressed preliminary support for the imposition of a local motor fuel tax.

Mr. Joseph Breinig
March 27, 2018
Page 2 of 2

A local motor fuel tax is administered and collected by the individual municipality, the state does not get involved in the process. Most communities that impose a motor fuel tax do so in the range of 1 to 6 cents per gallon. Carol Stream presently has seven (7) motor fuel retailers with three (3) along the North Avenue corridor, three (3) along the Army Trail Road corridor and one (1) on Schmale Road. Aside from Costco on Army Trail in Bloomingdale (which requires a membership to purchase fuel), there are no other fueling retailers directly adjacent to neighboring jurisdictions.

Based on some historical survey data provided by a few area municipalities, it is estimated that a 4 cent Carol Stream motor fuel tax will generate approximately \$728,000 annually in support of our local road program in addition to State motor fuel taxes deposited into our Motor Fuel Tax Fund. While the local motor fuel tax will not fully fund our road program, it will establish the Capital Projects Fund's first dedicated source of regular revenue aside from interest earned on existing balances and grant funding, to the extent it is available. As this revenue is directly budgeted in the Capital Projects fund, it will increase the level of transparency required to effectively demonstrate that these revenues will be spent on qualified transportation expenditures as required from the 2016 Illinois Constitutional amendment related to transportation revenues and spending.

Attached for Village Board consideration is an ordinance imposing a 4 cent municipal motor fuel tax which will become effective June 1, 2018. Also attached are sample fuel retailer registration and monthly tax return forms developed by staff. Upon approval, staff will initiate the notification process so that we are ready for a June 1st implementation.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A MOTOR FUEL TAX
WITHIN THE VILLAGE OF CAROL STREAM**

WHEREAS, the Village of Carol Stream, DuPage County, Illinois is a home rule unit of government under Section 6(a); Article VII of the 1970 Constitution of the State of Illinois, and may exercise powers pertaining to its local governmental affairs; and

WHEREAS, pursuant to the Village’s home rule authority, the Village desires to impose a motor fuel tax of \$0.04 per gallon on all retail sales of motor fuel; and

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, finds that it is in the best interests of the Village to adopt a tax upon the retail purchase of motor fuel within the Village.

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

SECTION 1:

The Carol Stream Code of Ordinances, Chapter 5, “Taxation and Finance” is hereby amended by adding Article 13, “Municipal Motor Fuel Tax”, which shall read as follows:

ARTICLE 13 MUNICIPAL MOTOR FUEL TAX

- 5.13.010 Short Title
- 5.13.020 Definitions
- 5.13.030 Tax Imposed
- 5.13.040 Collection of Tax
- 5.13.050 Registration and Maintenance of Records
- 5.13.060 Late Payment Penalty
- 5.13.070 Penalty
- 5.13.080 Enforcement

5.13.010 SHORT TITLE

The tax imposed by this article shall be known as the “Municipal Motor Fuel Tax” and is imposed in addition to all other taxes imposed by the Village of Carol Stream, the State of Illinois, or any other municipal corporation or political subdivision thereof.

5.13.020 DEFINITIONS

Motor Fuel: Any volatile and inflammable liquid or gas produced, blended or compounded for the purpose of or which is suitable for operating motor vehicles, as defined herein.

Person: Any individual, firm, trust, estate, partnership, association, corporation, joint venture, joint stock company, limited liability company, municipal corporation or political subdivision of this state, or a receiver, trustee, conservator, legal representative, or other legally recognized entity.

Motor Fuel Retailer or Retail Dealer: Any person who is engaged in the business of selling motor fuel in the Village of Carol Stream to a purchaser for the purchaser's use or consumption, and not for resale in any form.

Sale at Retail: Any sale to a person for that person's use or consumption and not for resale to another.

Sale, Resale or Purchase: Any transfer of ownership or title or both, any exchange or any barter, whether conditional or otherwise, in any manner or by any means whatsoever for consideration.

Use: The exercise of any right to, or power over, motor fuel incident to the ownership thereof, including, but not limited to, the receipt of vehicle fuel by any person into a fuel supply tank of a vehicle.

Vehicle: Any machine or device in, upon or by which any person or property is or may be transported or drawn upon a rail, street, road, highway or otherwise upon land, in or upon water. "Vehicle" shall include, but not be limited to, automobiles, trucks, buses, trains, motorcycles, and boats.

5.13.030 TAX IMPOSED

Commencing on June 1, 2018, a tax is hereby imposed upon the privilege of purchasing or using motor fuel at retail within the Village. The tax shall be at a rate of four cents (\$0.04) per gallon of motor fuel. The ultimate incidence of and liability for payment of the tax shall be upon the purchaser or user of the vehicle fuel, and nothing in this chapter shall be construed to impose a tax upon the occupation of selling or distributing motor fuel. It shall be a violation of this chapter for any retail dealer to fail to add this tax to the retail price of motor fuel or to absorb the tax. The tax shall be in addition to any and all other taxes.

5.13.040 COLLECTION OF TAX

The owner and operator of each motor fuel retailer within the Village shall jointly and severally have the duty to cause to be filed a sworn motor fuel tax return with the Village of Carol Stream Director of Finance for each such licensed premises located in the Village. Said return shall be prepared and submitted on forms prescribed by the Village and shall be filed with the Village by the twentieth (20th) day of the month following the month in which such motor fuel was sold. Said return shall also be accompanied by payment to the Village of all taxes imposed by this Article which are due and owing for the period covered by the return. The return shall also be accompanied with a copy of the Illinois Department of Revenue Sales and Use Tax Return (ST-1) for each motor fuel retailer.

5.13.050 REGISTRATION AND MAINTENANE OF RECORDS

Every motor fuel retailer shall register with the Village within thirty (30) days after the commencement of such business on forms provided by the Finance Director. Each motor fuel retailer shall have the duty to maintain complete and accurate books, records and accounts showing the gross receipts for the sale of motor fuel and the taxes collected from the purchaser thereof, which shall be available in the Village of Carol Stream for examination and for audit by the Village upon reasonable notice during customary business hours.

5.13.060 LATE PAYMENT PENALTY

If any tax imposed by this Article is not paid over to the Village when due, a late payment penalty equal to one percent (1%) of the unpaid tax is added for each month or any portion thereof, that such tax remains unpaid and the total of such late payment penalty shall be paid along with the tax imposed hereby. The Village may bring an action to collect any unpaid tax or penalty.

5.13.070 PENALTY

In addition to any other penalty, any person or licensee violating any provision of this Chapter upon conviction thereof shall be fined not less than five hundred dollars (\$500) nor more than one thousand dollars (\$1,000) for each such offense. Each failure to collect the tax imposed hereby or each failure to pay such tax over to the Village of Carol Stream shall constitute a separate violation hereof.

5.13.080 ENFORCEMENT

Payment and collection of the municipal motor fuel tax and any payment penalty may be enforced by the Village by action in any court of competent jurisdiction.

SECTION 2:

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

SECTION 3:

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

SECTION 4:

The provisions of this Ordinance shall become effective on June 1, 2018 and all purchases of motor fuel on or after that date shall be subject to and pay such Motor Fuel Tax.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, DuPage County, Illinois at a regular meeting thereof held on the 2nd day of April, 2018, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 2nd day of April, 2018.

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk



MUNICIPAL MOTOR FUEL TAX MONTHLY TAX RETURN FORM

Village of Carol Stream

For the Month Ending: _____ Due Date: **On or before the 20th of the subsequent month**

Payer Name (Corporate/Company) and Address (Mailing Address):	Business Name (DBA) and Local Address (Business Address)
_____	_____
_____	_____
_____	_____
_____	_____

CALCULATION OF TAX LIABILITY

1. Gallons of Motor Fuel Sold	_____
2. Tax Rate per Gallon	\$0.04
3. Tax Due (Line 1 multiplied by Line 2)	\$ _____
4. Late Penalty (a) 1% of Line 1.	\$ _____
5. Sub-Total (add Lines 3 and 4)	\$ _____
6. Tax Adjustment (b)	\$ _____
7. Total Amount Due (Line 5 plus Line 6)	\$ _____

(a) A late penalty of 1% of taxes due (Line 3) is due if the tax return and payment are not postmarked or received by the Village by the 20th of the month for which taxes are payable. If the 20th falls on a holiday or weekend, the next Village business day shall be the due date for purposes of assessing penalties.

(b) In the event a mistake or adjustment related to a prior period return is discovered, report the total adjustment on Line 6 and attach a detailed explanation of the adjustment required to your tax return.

Under the penalties of perjury and other penalties provided by law, I declare that I have examined this return and to the best of my knowledge and belief, it contains information that is true, correct and complete. I further certify that the information reported herein, is taken from the books and records of the business for which this return is filed.

Signature of Preparer

Date

Preparer Phone: _____

Preparer E-Mail _____

Please make checks payable to the **Village of Carol Stream** and enclose a copy of the signed **Illinois Department of Revenue Form ST-1 or County motor fuel tax form (CMFT-1/CMFT2)** that agrees to Line 1 above to your return and mail to:

**Village of Carol Stream
Attn: Finance Dept - MFT
500 N. Gary Avenue
Carol Stream, IL 60188**

Phone: 630-665-7050

Fax: 630-665-7058

**AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT
FOR A PLANNED UNIT DEVELOPMENT FOR OUTDOOR STORAGE (CAROL
STREAM LAWN & POWER, 1370 W. ARMY TRAIL ROAD)**

WHEREAS, Doug Dolan of Dolan Realty Advisors, LLC, on behalf of Carol Stream Lawn & Power, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for a Planned Unit Development as provided in Sections 16-9-3 (C)(1) and 16-9-2 (C)(1) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 1370 W. Army Trail 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 March 26, 2018, 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 Amendment to a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Amendment to a 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 an Amendment to a Special Use for a Planned Unit Development, 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. Are deemed necessary for the public convenience at the location. *The screened outdoor storage area in the rear of the property is well maintained and allows for an additional service for Carol Stream residents.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The outdoor storage of lawn and snow equipment in the fenced-in area in the rear of the property has been in existence since the late 1990s with little to no impact on surrounding properties.*
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. *The lawn and snow repair equipment use, and its subsequent outdoor storage in the fenced-in area, does not appear to have had an impact on 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 properties are*

already developed or will be maintained as open space. This criterion is not applicable.

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 Amendment to a Special Use Permit, as set forth in the above recitals, is hereby approved and granted to DRA Properties, LLC/Carol Stream Lawn & Power subject to the conditions set forth in Section 3, upon the real estate commonly known as 1370 W. Army Trail Road, Carol Stream, Illinois, and legally described as follows:

LOT 3 IN A.B.I. COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1989, AS DOCUMENT NUMBER R89-135143, AND CERTIFICATE OF CORRECTION THEREOF RECORDED MARCH 2, 1990, AS DOCUMENT NUMBER R90-26250, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That the pavement deficiencies and parking lot striping in the front parking lot shall be repaired by the property owner by July 2, 2018, and that a building permit must be obtained prior to said parking lot work;
2. That the landscape materials on the subject property must be installed as shown on the landscape plan and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
3. That all terms and conditions of Ordinance No. 96-08-57 for Carol Stream Lawn & Power not specifically revised herein shall be hereby reaffirmed by reference;
4. That the fencing around the outdoor storage area for Carol Stream Lawn & Power shall be properly maintained with any slats replaced immediately that are damaged or are in poor condition;

5. That the outdoor storage area for Carol Stream Lawn & Power shall only be used to store lawn and snow equipment, and equipment and property of Carol Stream Lawn & Power, and no other equipment, trailers, or vehicles shall be stored within the storage area;
6. That no vehicle or equipment maintenance, fueling, or washing associated with Carol Stream Lawn & Power shall be allowed on the property, either within the outdoor storage area or outside of the storage area; and
7. That the outdoor storage area for Carol Stream Lawn & Power, will comply with all state, county and Village Codes and requirements.

SECTION 4:

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

1. Site Plan (Exhibit A), prepared by Village of Carol Stream.

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 2nd DAY OF APRIL, 2018.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

I, Doug Dolan, 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. DRA Properties, LLC further agrees to indemnify, hold harmless and defend the Village, and its officers, agents and employees from any and all claims, lawsuits, liabilities damages and costs incurred as a result of the approvals as granted herein.

Date

Owner/Party In Interest

I, Ralph Tencza, 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. Carol Stream Lawn & Power 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

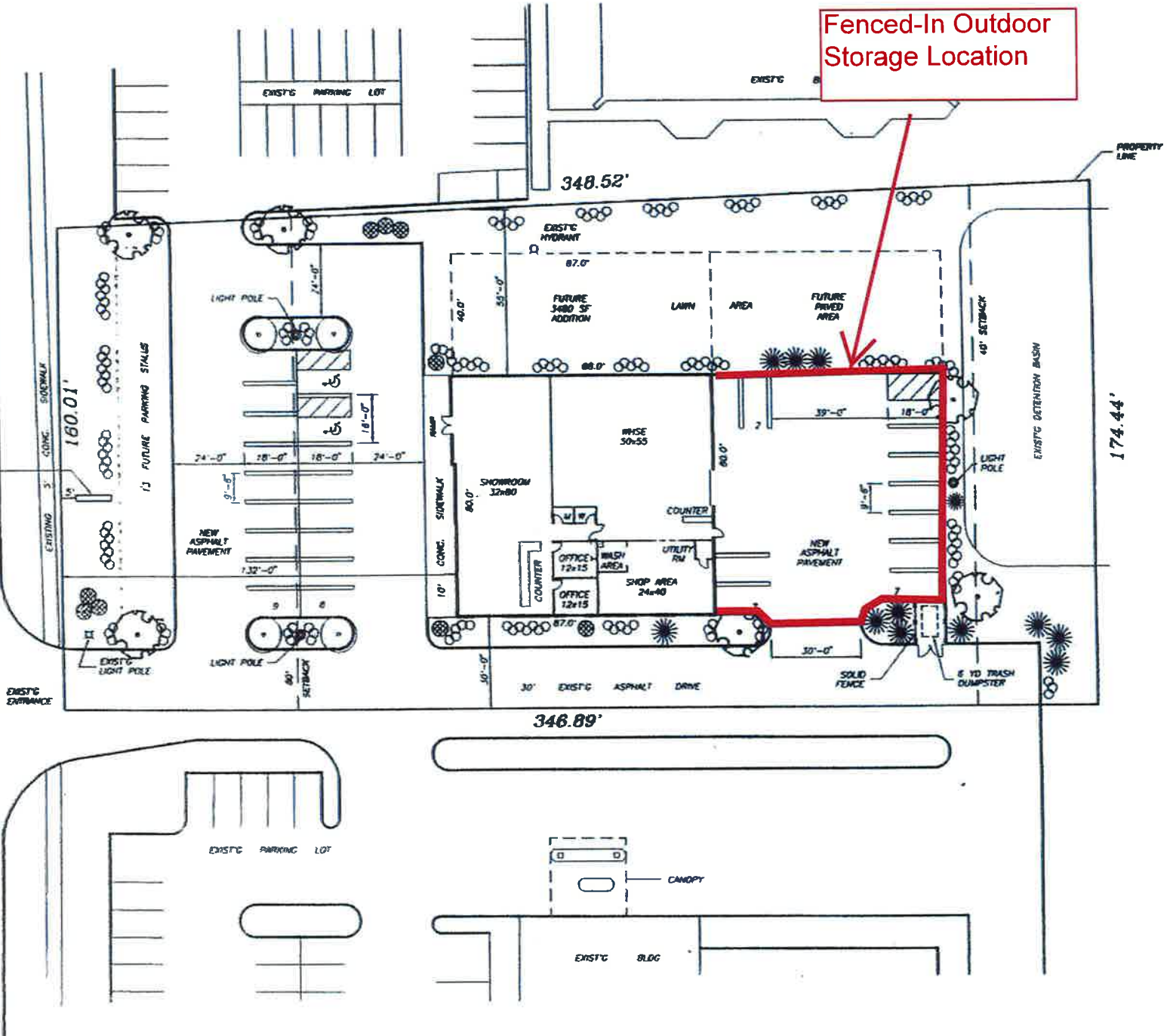
Owner/Party In Interest

ROAD

TRAIL

ARMY

MOVEMENT SIGN
72 S.F. MAX
EACH FACE



Fenced-In Outdoor
Storage Location

EXHIBIT A

AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A PLANNED UNIT DEVELOPMENT FOR A CELLULAR ANTENNA (DRA PROPERTIES, LLC/VERIZON WIRELESS, 1370 W. ARMY TRAIL ROAD)

WHEREAS, Doug Dolan of Dolan Realty Advisors, LLC, on behalf of Verizon Wireless, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for a Planned Unit Development as provided in Sections 16-9-3 (C)(1) and 16-9-2 (C)(1) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 1370 W. Army Trail 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 March 26, 2018, 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 Amendment to a Special Use Permit be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Amendment to a 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 Amendment to a Special Use Permit for a Planned Unit Development, 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. Are deemed necessary for the public convenience at the location. *The applicant has indicated that the need for an antenna tower is necessary to improve cellular coverage within the area. In addition, the tower allows for co-location opportunities for other carriers, rather than constructing separate towers for each carrier throughout the Village.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed antenna tower will abide by all laws pertaining to federal, state, and local regulations, and will not be unreasonably detrimental or endanger the general public in regards to 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. *It is not believed that the proposed antenna tower will be injurious to the use and enjoyment of other property in the*

immediate vicinity, nor substantially diminish or impair property values in the neighborhood.

4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed or will be maintained as open space. This criterion is not applicable.*
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 Amendment to a Special Use Permit, as set forth in the above recitals, is hereby approved and granted to DRA Properties, LLC/Verizon Wireless subject to the conditions set forth in Section 3, upon the real estate commonly known as 1370 W. Army Trail Road, Carol Stream, Illinois, and legally described as follows:

LOT 3 IN A.B.I. COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 26, 1989, AS DOCUMENT NUMBER R89-135143, AND CERTIFICATE OF CORRECTION THEREOF RECORDED MARCH 2, 1990, AS DOCUMENT NUMBER R90-26250, IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 3:

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

1. That slats for the fencing around the equipment enclosure shall match the slats in the fencing around the outdoor storage area for Carol Stream Lawn & Power in terms of color, material, size, and weave pattern, and shall be properly maintained with any slats replaced immediately that are damaged or are in poor condition;
2. That all equipment associated with the proposed Verizon antennas and any future antennas shall be located within the proposed fenced enclosure/leased area and not outside of the enclosure/leased area;
3. That in the event that the use of the antenna tower is discontinued, the tower owner shall provide written notice to the Village of its intent to discontinue use not less than ten (10) days from the date when the use will be discontinued. Upon

discontinuance of the use of the tower, the tower owner shall, within ninety (90) days, dismantle and remove the tower and its equipment, conduits, fixtures and all personal property and restore the property to its original condition. If it is determined by the Village that the tower has ceased to be used for a period of three hundred and sixty-five (365) consecutive days, and the tower owner has not notified the Village of the discontinuance of use, the Village shall notify the tower owner that the site will be subject to a determination that such site has been abandoned. The tower owner shall have thirty (30) days from receipt of said notice to show, by a preponderance of the evidence, that the tower has been in use or under repair during the period. If the tower owner fails to show that the tower has been in use or under repair during the period, the Village shall issue a final determination of abandonment for the site. Upon issuance of the final determination of abandonment, the tower owner shall, within ninety (90) days, dismantle and remove the tower and its equipment, conduits, fixtures and all personal property and restore the property to its original condition;

4. That the only flag flown on the tower shall be an American flag in compliance with the standards of the US Flag Code;
5. That the landscape materials around the antenna tower equipment enclosure must be installed as shown on the landscape plan and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis; and
6. That the development of the wireless communications tower and associated equipment will comply with all state, county and Village Codes and requirements.

SECTION 4:

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

1. Title Sheet (Exhibit A dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
2. Site Survey (Exhibit B dated February 13, 2018), prepared by Landmark Engineering Corporation, 7808 West 103rd Street, Palos Hills, IL 60465.
3. Aerial, Wetland, Zoning, and Flood Plain Map (Exhibit C dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
4. Site Distance Plan (Exhibit D dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
5. Overall Site Plan (Exhibit E dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.

6. Compound Plan (Exhibit F dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
7. Equipment Skid Layout (Exhibit G dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
8. Site Elevation (Exhibit H dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
9. Chain Link Fence Details (Exhibit I dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
10. Landscaping Plan (Exhibit J dated March 9, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.

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 2nd DAY OF APRIL, 2018.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

I, Doug Dolan, 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. DRA Properties, LLC/Verizon Wireless 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

SHEET INDEX

NO.	SHEET DESCRIPTION
T-1	TITLE SHEET
SP-1	GENERAL NOTES
SP-2	GENERAL NOTES AND SPECIFICATIONS
SS-1	SITE SURVEY
SS-2	SITE SURVEY
SS-3	SITE SURVEY
SS-4	SITE SURVEY
LS-1	AERIAL, WETLAND, ZONING AND FLOOD PLAIN MAP
LS-2	DISTANCES TO PROPERTY LINES & RESIDENCES
A-0	OVERALL SITE PLAN
A-1	COMPOUND PLAN
A-1A	EQUIPMENT SKID LAYOUT
A-2	SITE ELEVATION
A-3	EQUIPMENT CHANGE REQUEST FORM & COMBINER - CABLE DATA
A-3A	NEW SCHEMATIC DIAGRAM AND ANTENNA CONFIGURATION DETAIL
A-3B	EQUIPMENT DETAILS
A-4	CHAIN LINK FENCE DETAILS
A-5A	ICE BRIDGE & GPS ANTENNA DETAILS
A-6	EQUIPMENT CABINET SPECIFICATIONS
A-6A	EQUIPMENT CABINET SPECIFICATIONS
L-1	LANDSCAPING PLAN
C-1	SITE GRADING PLAN
C-2	ARCHITECTURAL & CIVIL DETAILS
S-1	EQUIPMENT SKID FLOOR PLAN & ROOF VIEW; ITEM LIST
S-2	EQUIPMENT SKID EXTERIOR & INTERIOR ELEVATIONS
S-3	SKID FOUNDATION PLAN
E-1	ELECTRICAL SITE PLAN
E-1A	ENLARGED UTILITY PLAN
E-2	UTILITY DETAILS
E-3	GENERATOR DETAILS
E-3A	GENERATOR DETAILS
E-4	ELECTRICAL SCHEMATIC
E-5	UTILITY H-FRAME DETAILS
G-1	SITE GROUNDING PLAN
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
G-4	GROUNDING DETAILS
PL-1	SITE PHOTO LOG

DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM 1515 WOODFIELD RD, SCHAUMBURG:

1. HEAD NORTH 0.1 MI
2. TURN LEFT TOWARD BANK DR 0.1 MI
3. TURN RIGHT ONTO BANK DR 417 FT
4. TURN LEFT AT THE 1ST CROSS STREET ONTO N MEACHAM RD 3.3 MI
5. TURN RIGHT ONTO THE ELGIN O'HARE EXPRESSWAY W RAMP PARTIAL TOLL ROAD 0.4 MI
6. MERGE ONTO ILLINOIS RTE 390 TOLL ROAD 4.9 MI
7. USE THE 2ND FROM THE LEFT LANE TO TURN LEFT ONTO US-20 E/W LAKE ST (SIGNS FOR LAKE STREET E) 0.3 MI
8. TURN RIGHT AT THE 1ST CROSS STREET ONTO GREENBROOK BLVD 0.9 MI
9. TURN LEFT ONTO COUNTY FARM RD 1.6 MI
10. TURN RIGHT ONTO E SCHICK RD 1.3 MI
11. TURN LEFT ONTO GERBER RD 0.5 MI
12. TURN LEFT ONTO ARMY TRAIL RD 0.3 MI
13. TURN RIGHT 279 FT

DESTINATION WILL BE ON THE LEFT

TOTAL TRAVEL ESTIMATE: 14.0 MILES, 27 MINUTES

PROFESSIONAL LICENSURE

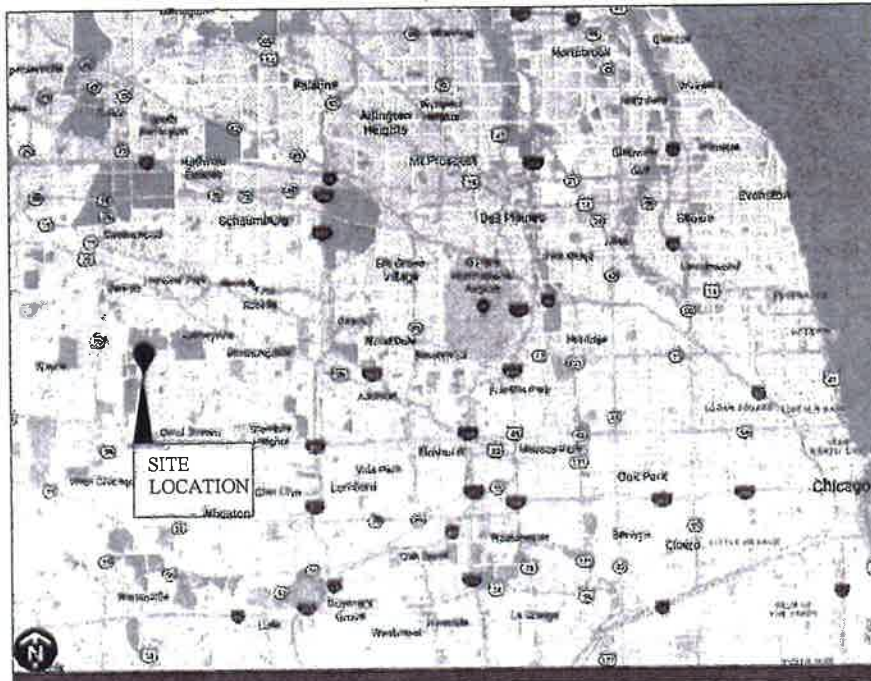
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES.

LICENSED PROFESSIONAL - STATE OF ILLINOIS

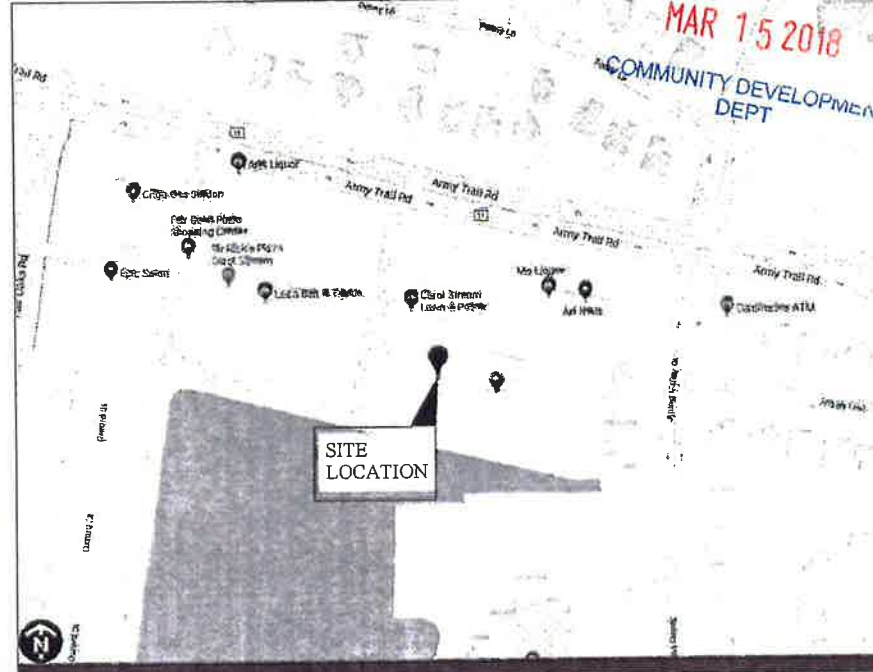
EXPIRES:

SIGNED:

REGIONAL MAP



VICINITY MAP



Know what's below.
Call before you dig.

CALL J.U.L.I.E.
FOR UNDERGROUND
UTILITIES PRIOR TO DIGGING
811 OR 1-800-892-0123

CHICAGO SMSA

limited partnership
d/b/a VERIZON WIRELESS

PROJECT NUMBER
20171614108

LOCATION NUMBER
455895

SITE NAME
ARMY TRAIL & FAIR OAKS

SITE ADDRESS
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

SCOPE OF WORK

- (1) NEW 9'-4" X 13'-0" LESSEE EQUIPMENT CONCRETE SKID W/NATURAL GAS GENERATOR &
- (3) NEW LESSEE ANTENNAS WITH
- (6) NEW LESSEE DIPLEXERS IN A NEW STEALTH CANISTER
- (12) NEW COAX CABLES
- MOUNTED ON A NEW 75' HIGH DRA FLAG POLE
- (NEW LESSEE ANTENNA CENTERLINE= 70'-0" AGL)

FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE

APPROVALS

REAL ESTATE _____

CONSTRUCTION _____

RF _____

SITE ACQ. _____

FIELD OPS _____

LANDLORD _____

PROJECT INFORMATION

APPLICANTS: DOLAN REALTY ADVISORS, L.L.C.
144 W LOCKWOOD AVE
SUITE 200
WEBSTER GROVES, MO 63119

DOUG DOLAN
PHONE: (314) 963-7710

LANDLORD: CAROL STREAM LAWN & POWER
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

LANDLORD CONTACT: RALPH M. TENCZA
PHONE: 630-483-0888
EMAIL: CSLAWNPOWER@GMAIL.COM

LATITUDE: N 41° 56' 29.23" (NAD 83)
LONGITUDE: W 88° 10' 14.29" (NAD 83)
GROUND ELEVATION: 772 FT (NAVD 88)
SITE TYPE: FLAG POLE
JURISDICTION: VILLAGE OF CAROL STREAM
COUNTY: DUPAGE COUNTY

UTILITIES POWER: COMED ACCT#: 03180-03253
CONTACT: REGINA WHITE
PHONE: (630) 691-4379

FIBER: ONE FIBER
CONTACT: HOLLY BERENDSEN
PHONE: (847) 513-3264

NATURAL GAS: NICOR GAS
CONTACT: MELISSA THOMAS
PHONE: 630-388-3776

VERIZON WIRELESS PROJECT MANAGER CONTACT:

ENGINEERING & SURVEYING CONTACT:

SITE ACQUISITION: DOLAN REALTY ADVISORS, L.L.C.
144 W LOCKWOOD AVE
SUITE 200
WEBSTER GROVES, MO 63119

CONTACT: DOUG DOLAN
PHONE: (314) 963-7710

CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS
DANNY PEREZ
1515 WOODFIELD SUITE 1000
SCHAUMBURG, IL 60173

GM SADAT, PE
PHONE: (847) 981-0801
FAX: (847) 981-0803

CODES:

1. INTERNATIONAL BUILDING CODE 2015
2. NATIONAL ELECTRIC CODE (NEC 2014)
3. IECC 2012
4. IMC 2012
5. IFGC 2012
6. IFC 2012
7. ILLINOIS STATE PLUMBING CODE
8. ILLINOIS ACCESSIBILITY CODE
9. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
10. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION
11. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL TOWER AND ANTENNA SUPPORTING STRUCTURES
12. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS



144 W. LOCKWOOD AVE., UNIT 200
WEBSTER GROVES, MO 63119
MAIN: (314) 963-7700

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011-D.B.A.
CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: MK CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

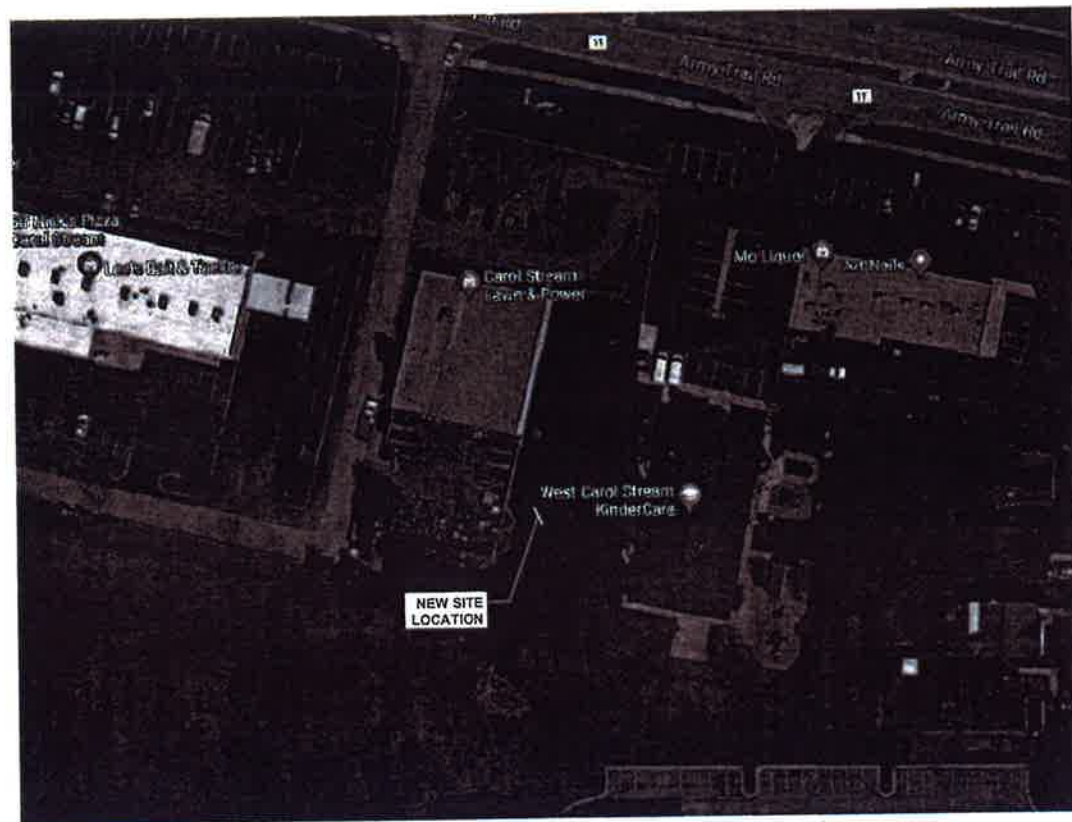
ISSUED FOR: VILLAGE COMMENTS

No.	Revision/Issue	Date	Initial
A	LEASE EXHIBIT	10/24/17	JR
B	LEASE EXHIBIT REVISION	11/14/17	MK
C	90% REVIEW	01/05/18	JR/MK
D	ZONING SUBMITTAL	02/14/18	JR
E	VILLAGE COMMENTS	03/09/18	MK

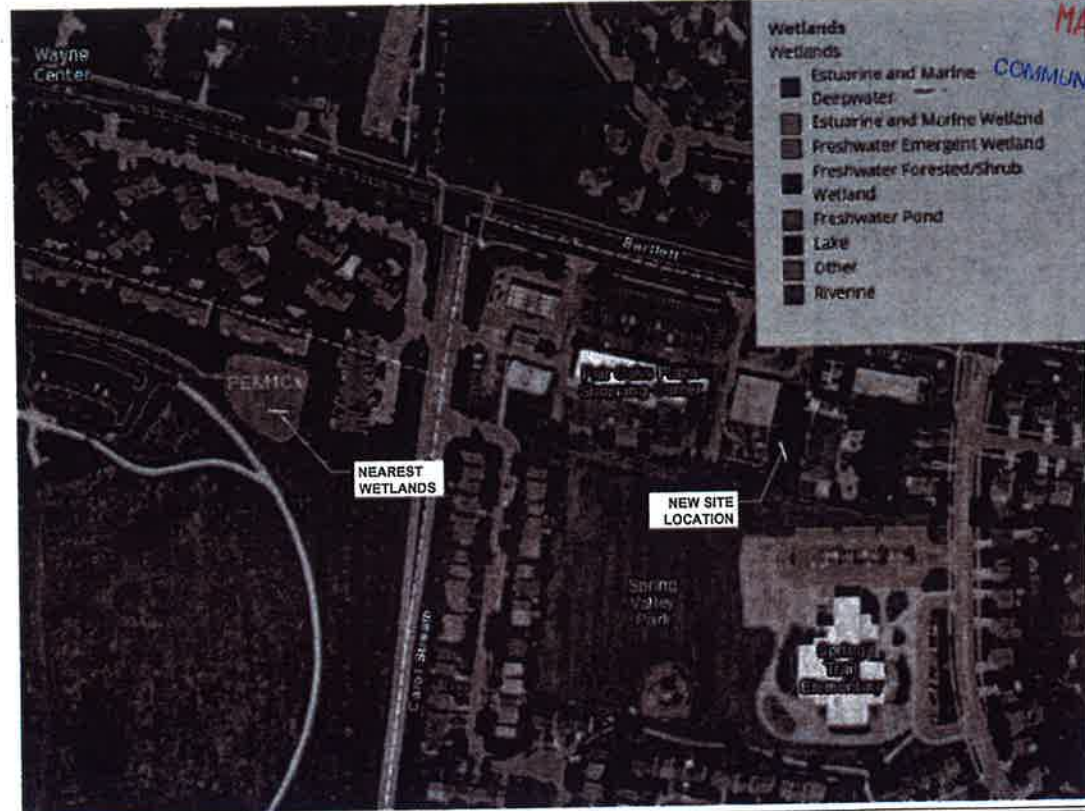
PROJECT #20171614108
LOCATION #455895
ARMY TRAIL & FAIR OAKS
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
T-1

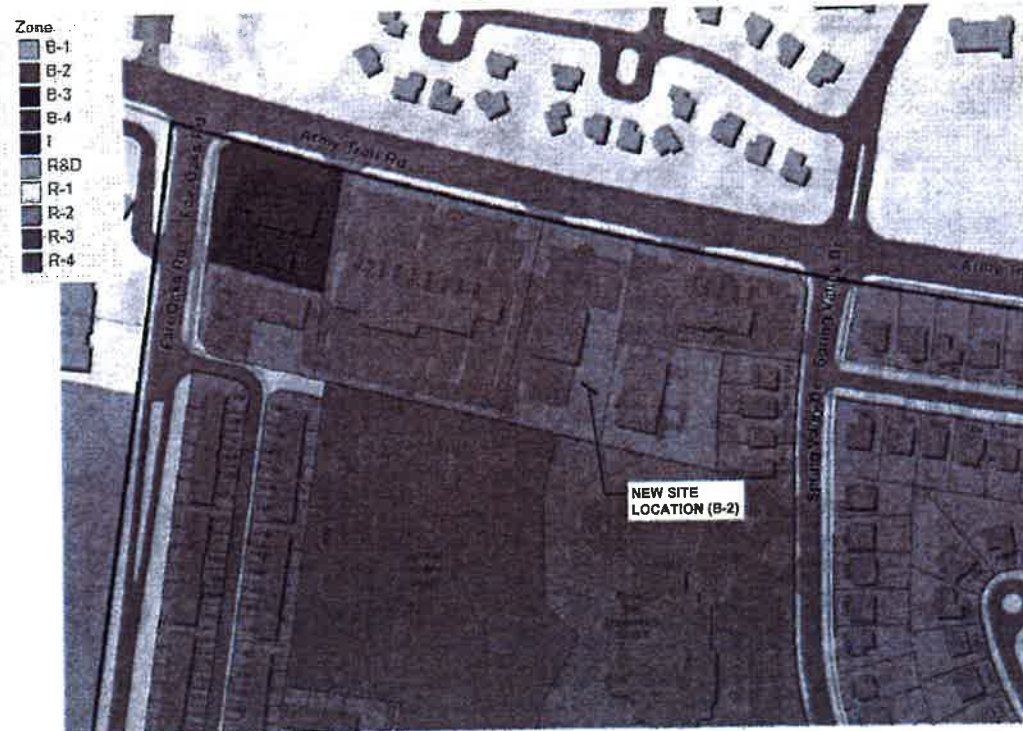


1 AERIAL VIEW
SCALE: N.T.S.



2 WETLAND MAP
SCALE: N.T.S.

WETLAND INFO:
THE PROJECT SITE "DOES NOT" APPEAR TO BE LOCATED WITHIN A WETLAND AREA, AS PER U.S.FISH AND WILDLIFE ONLINE MAPPER SERVICE TOOL



3 VILLAGE OF CAROL STREAM ZONING MAP
SCALE: N.T.S.



4 FLOOD PLAIN MAP
SCALE: N.T.S.

FLOOD PLAIN MAP INFO:
THE PROJECT SITE "DOES NOT" APPEAR TO BE LOCATED WITHIN A FLOOD PLAIN ("ZONE A"), PANEL 106 OF 1006, AS PER FEMA'S FLOOD INSURANCE RATE MAP #17043C0106H, REVISED ON DECEMBER 16, 2004. SITE LOCATED IN "ZONE X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

RECEIVED
MAR 15 2018
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OLAN
REALTY ADVISORS, LLC
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MAIN: (314) 963-7700

CHICAGO SMSA
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CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: MK CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

PROJECT #20171614108
LOCATION #455895
ARMY TRAIL & FAIR OAKS
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

SHEET TITLE:
AERIAL, WETLAND, ZONING
& FLOOD PLAIN MAP

SHEET NUMBER:
LS-1

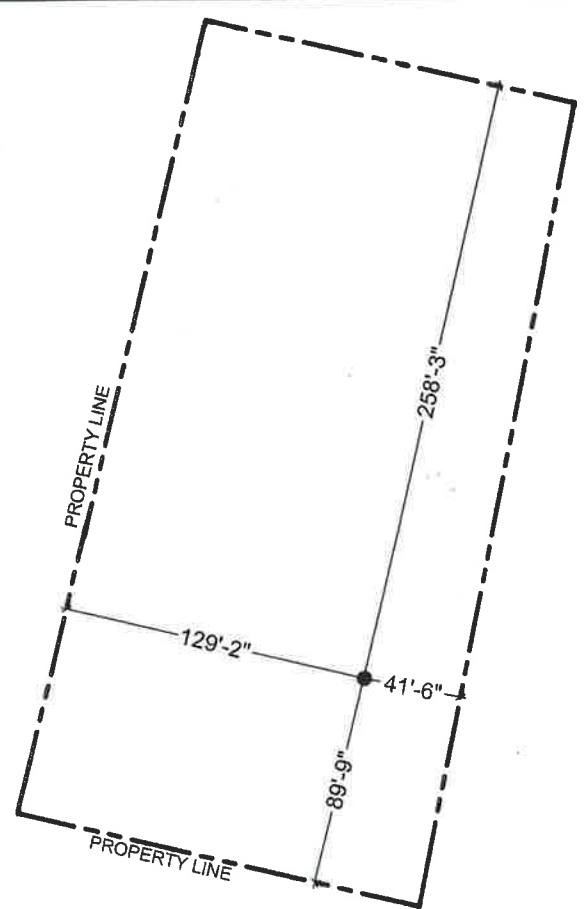
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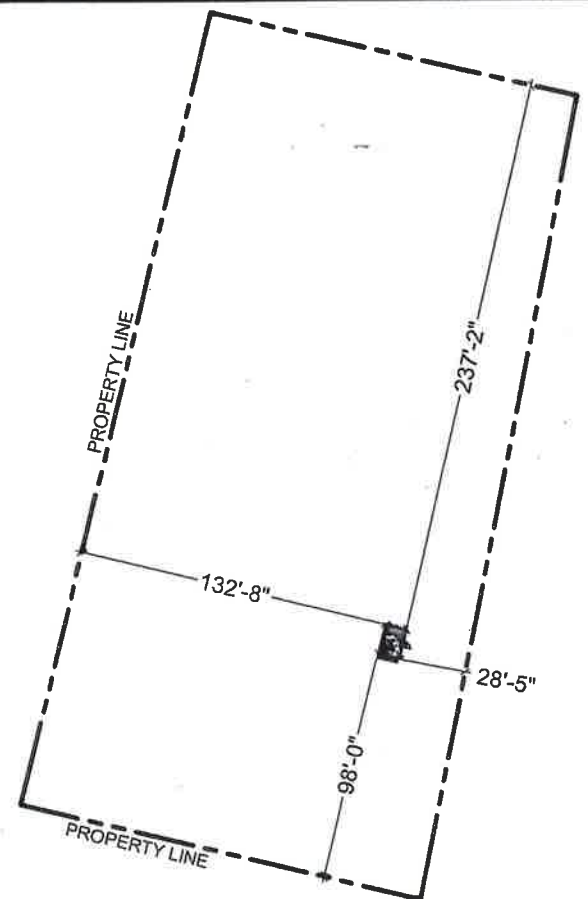
CHICAGO SMSA
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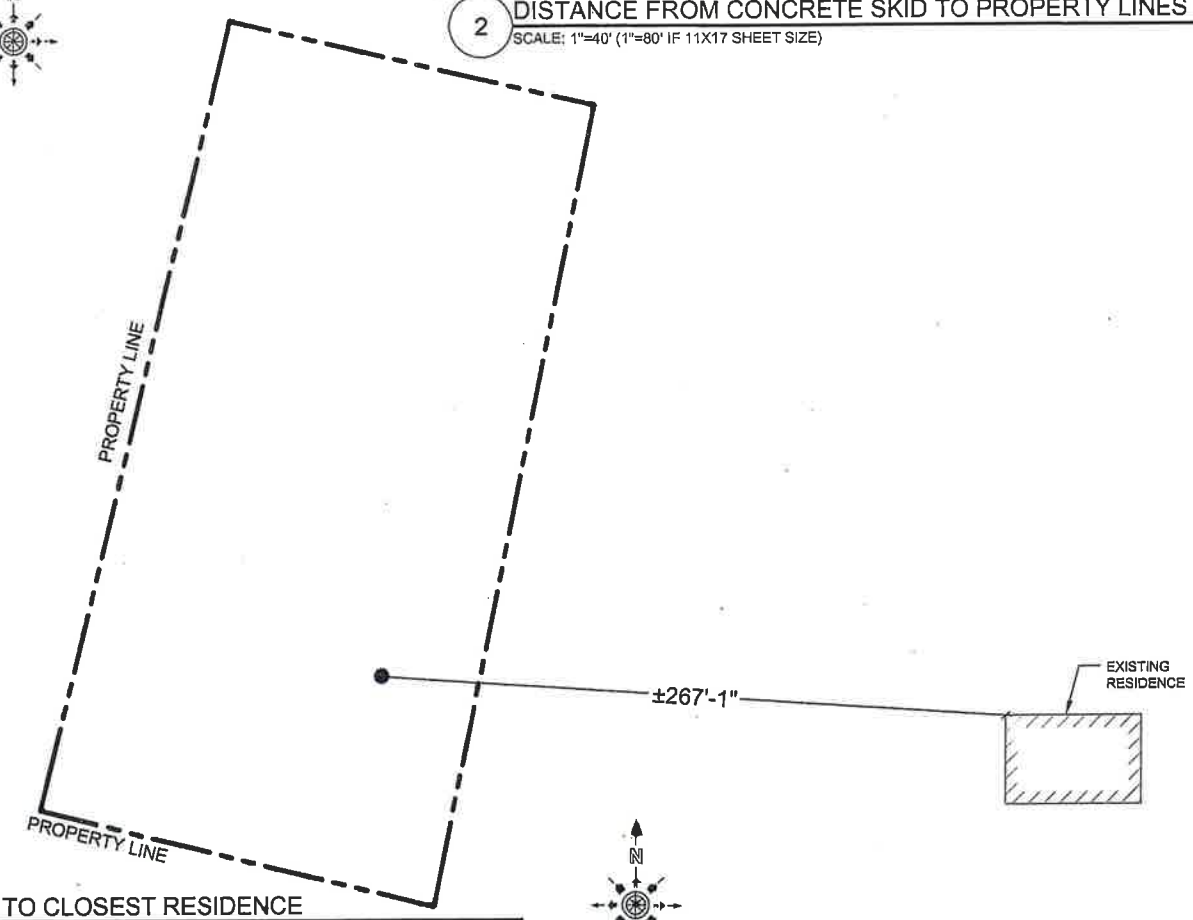
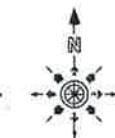
DRAWN BY: MK	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS



1 DISTANCES FROM CENTER OF NEW FLAG POLE TO PROPERTY LINES
 SCALE: 1"=40' (1"=80' IF 11X17 SHEET SIZE)



2 DISTANCE FROM CONCRETE SKID TO PROPERTY LINES
 SCALE: 1"=40' (1"=80' IF 11X17 SHEET SIZE)



3 DISTANCE FROM NEW FLAG POLE TO CLOSEST RESIDENCE
 SCALE: 1"=40' (1"=80' IF 11X17 SHEET SIZE)



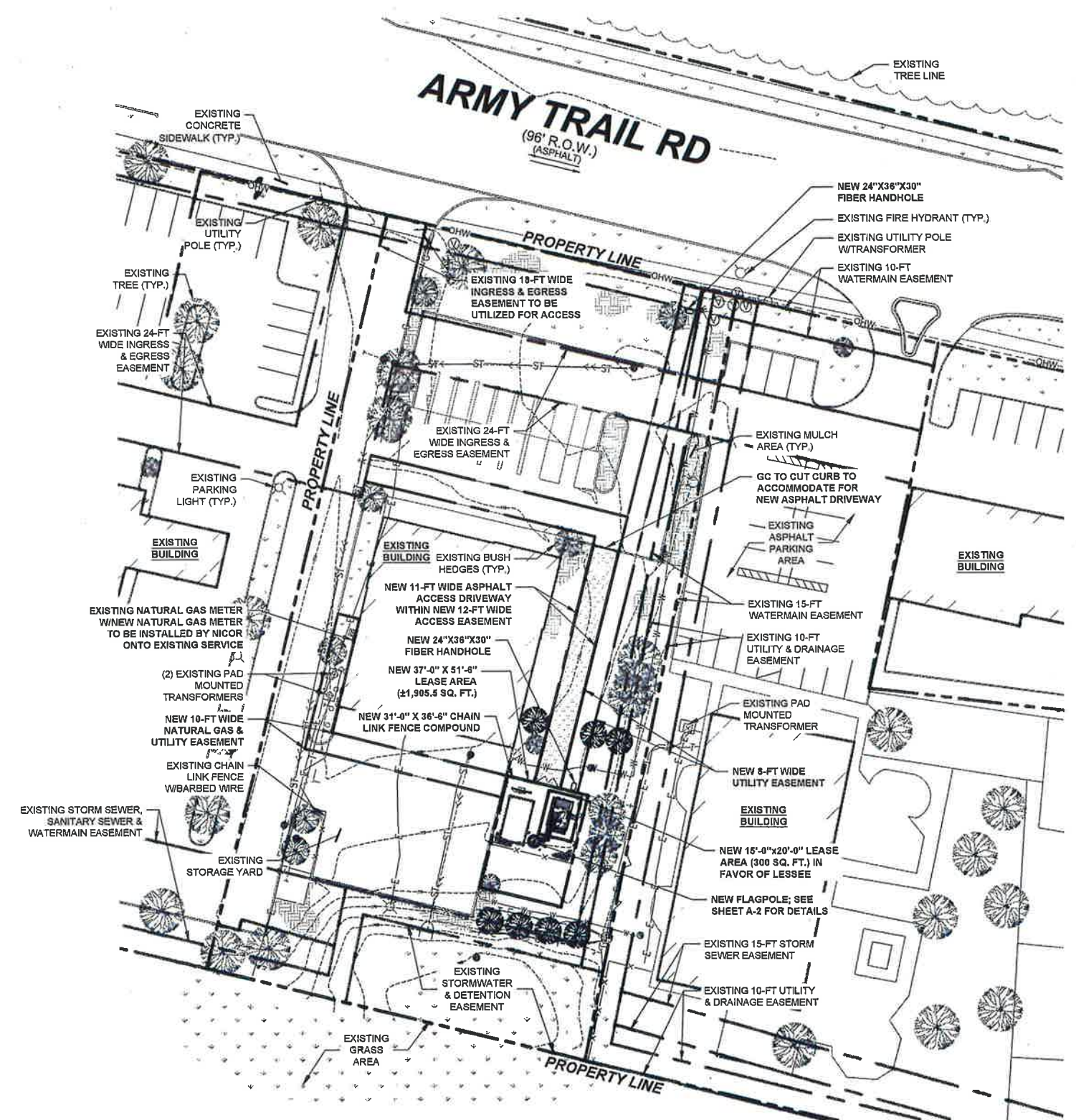
PROJECT #20171614108
 LOCATION #455895
ARMY TRAIL & FAIR OAKS
 1370 W ARMY TRAIL RD
 CAROL STREAM, IL 60188

SHEET TITLE:
DISTANCES TO PROPERTY LINES & RESIDENCES

SHEET NUMBER:
LS-2

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- FIBER PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- GENERATOR RECEPTACLE
- HANDICAPPED PARKING SPACE
- DT10 DECIDUOUS TREE W/SIZE
- CT10 CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- 666 CONTOUR WELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OHW OVERHEAD WIRES
- LEASE AREA LINE
- UTILITY EASEMENT LINE
- UNDERGROUND ELECTRIC LINE
- OHW OVERHEAD ELECTRIC LINE
- UF UNDERGROUND FIBER OPTIC LINE
- G UNDERGROUND GAS LINE
- T UNDERGROUND TELECOMM. LINE
- SS/SA UNDERGROUND STORM/SANITARY SEWER LINE
- W UNDERGROUND WATER LINE
- COM UNDERGROUND COMMUNICATION/ MONITORING LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM



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 381 RANDY ROAD
 UNIT 101
 CAROL STREAM, IL 60188
 MAIN: (847) 981-0801

DRAWN BY: MK	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

IMPORTANT NOTES:

- GC TO HIRE PUBLIC JULIE & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
- THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES. GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION
- GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PM.

FIBER COORDINATION IS NOT COMPLETE (PENDING FIBER CONTACT). PRIOR TO CONSTRUCTION, CONTACT DESIGNER FOR UPDATE

1 OVERALL SITE PLAN
 SCALE: 1"=30' (1"=60' IF 11X17 SHEET SIZE)

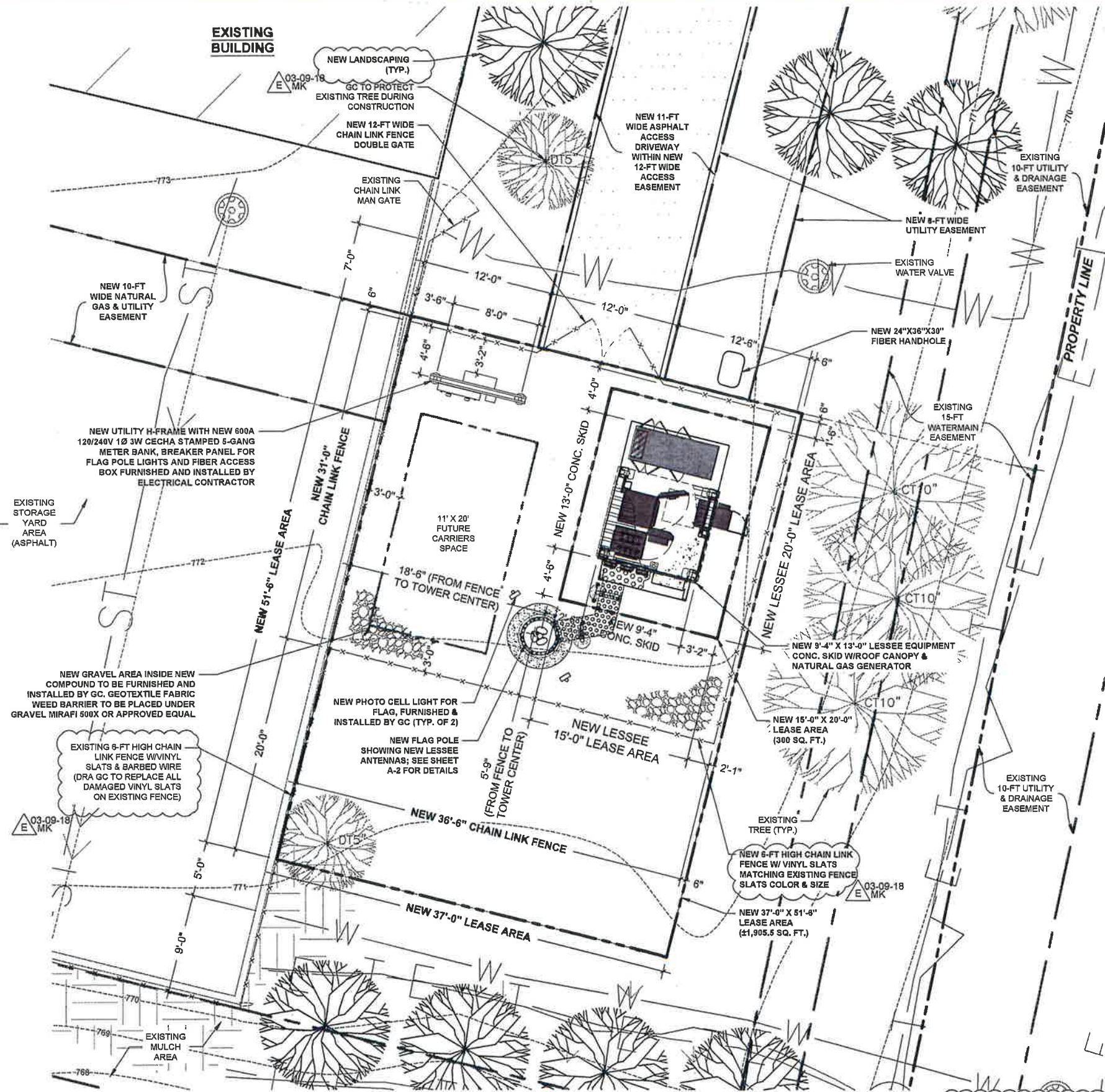
PROJECT #20171614108
 LOCATION #455895
ARMY TRAIL & FAIR OAKS
 1370 W ARMY TRAIL RD
 CAROL STREAM, IL 60188

SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
A-0
 03-09-18
 E MK

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- FIBER PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- GENERATOR RECEPTACLE
- HANDICAPPED PARKING SPACE
- DT10
- DECIDUOUS TREE W/SIZE
- CT10
- CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- 666
- CONTOUR W/ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OVERHEAD WIRES
- LEASE AREA LINE
- UTILITY EASEMENT LINE
- UE---
- UNDERGROUND ELECTRIC LINE
- UF---
- UNDERGROUND FIBER OPTIC LINE
- G---
- UNDERGROUND GAS LINE
- T---
- UNDERGROUND TELECOMM. LINE
- SS/SA---
- UNDERGROUND STORM/SANITARY SEWER LINE
- W---
- UNDERGROUND WATER LINE
- COM---
- UNDERGROUND COMMUNICATION/ MONITORING LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM



NEW UTILITY H-FRAME WITH NEW 600A 120/240V 1Ø 3W CECHA STAMPED 5-GANG METER BANK, BREAKER PANEL FOR FLAG POLE LIGHTS AND FIBER ACCESS BOX FURNISHED AND INSTALLED BY ELECTRICAL CONTRACTOR

NEW GRAVEL AREA INSIDE NEW COMPOUND TO BE FURNISHED AND INSTALLED BY GC. GEOTEXTILE FABRIC WEED BARRIER TO BE PLACED UNDER GRAVEL MIRAFI 500X OR APPROVED EQUAL

EXISTING 6-FT HIGH CHAIN LINK FENCE W/VINYL SLATS & BARBED WIRE (DRA GC TO REPLACE ALL DAMAGED VINYL SLATS ON EXISTING FENCE)

NEW PHOTO CELL LIGHT FOR FLAG, FURNISHED & INSTALLED BY GC (TYP. OF 2)

NEW FLAG POLE SHOWING NEW LESSEE ANTENNAS; SEE SHEET A-2 FOR DETAILS

NEW 6-FT HIGH CHAIN LINK FENCE W/VINYL SLATS MATCHING EXISTING FENCE SLATS COLOR & SIZE

NEW 37'-0" X 51'-8" LEASE AREA (±1,905.5 SQ. FT.)

NOTE:
POWER & FIBER SOURCE TO BE DETERMINED UPON COORDINATION W/ SERVICE PROVIDERS

1 COMPOUND PLAN
SCALE: 3/16"=1'-0" (3/16"=2'-0" IF 11X17 SHEET SIZE)

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DOLAN
REALTY ADVISORS, LLC
144 W. LOCKWOOD AVE., UNIT 200
WEBSTER GROVES, MO 63119
MAIN: (314) 963-7700

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011-D.B.A.
CONCORDIA WIRELESS, INC.
381 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: MK	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

PROJECT #20171614108
LOCATION #455895
ARMY TRAIL & FAIR OAKS
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER:
A-1

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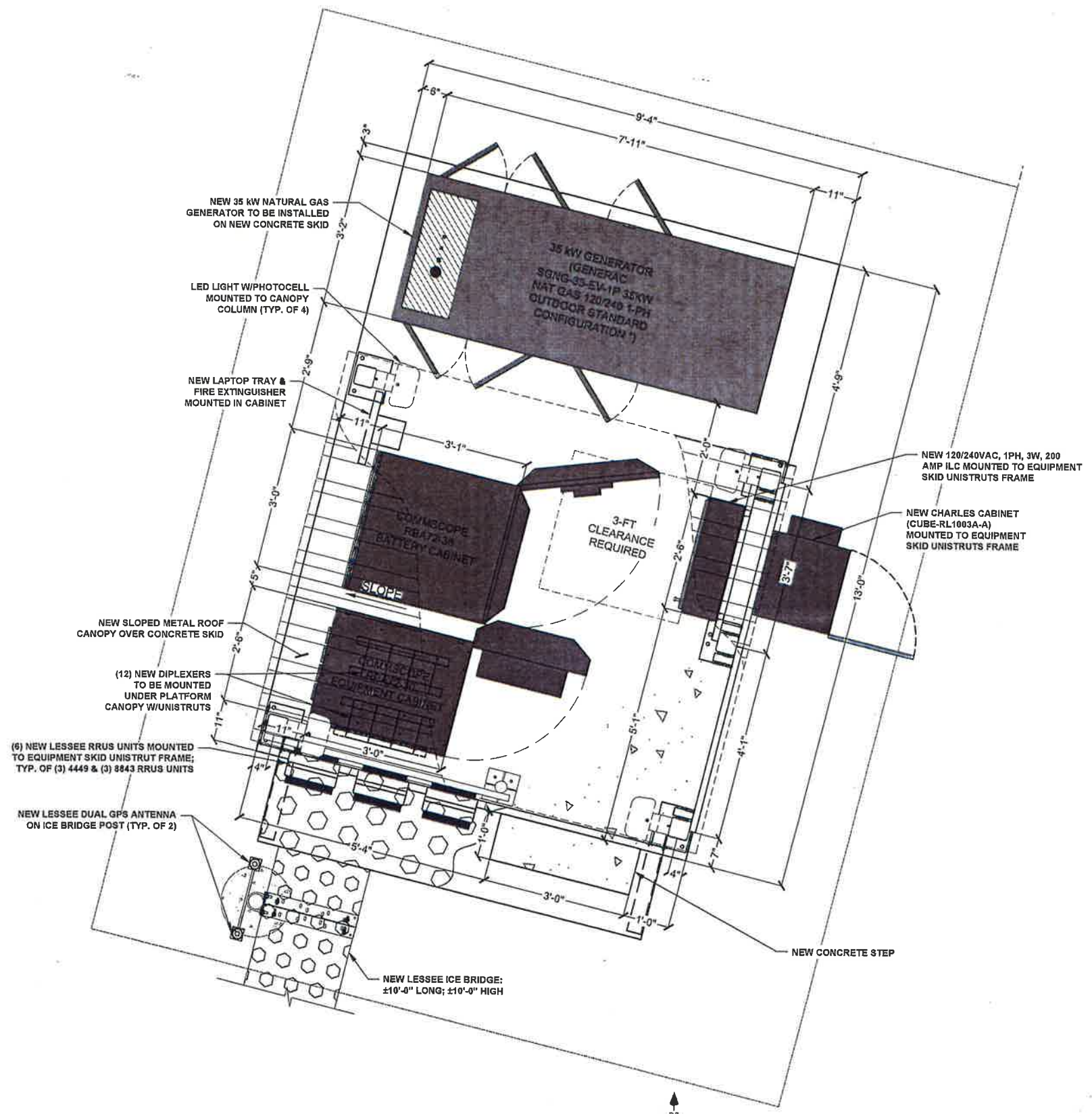
PROJECT #20171614108
 LOCATION #455895
 ARMY TRAIL & FAIR OAKS
 1370 W ARMY TRAIL RD
 CAROL STREAM, IL 60188

SHEET TITLE:
EQUIPMENT SKID LAYOUT

SHEET NUMBER:
A-1A

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- TELCO PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE POUND
- BUFFALO BOX
- VALVE BOX
- HORIZONTAL CONTROL POINT
- HANDICAPPED PARKING SPACE
- DT10 DECIDUOUS TREE W/SIZE
- CT10 CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- CONTOUR W/ELEVATION
- CONTOUR W/PROPOSED ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OVERHEAD WIRES
- LOT LINE
- PROPERTY LINE
- CENTER LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELECOMM. LINE
- UNDERGROUND STORM/SANITARY SEWER LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM

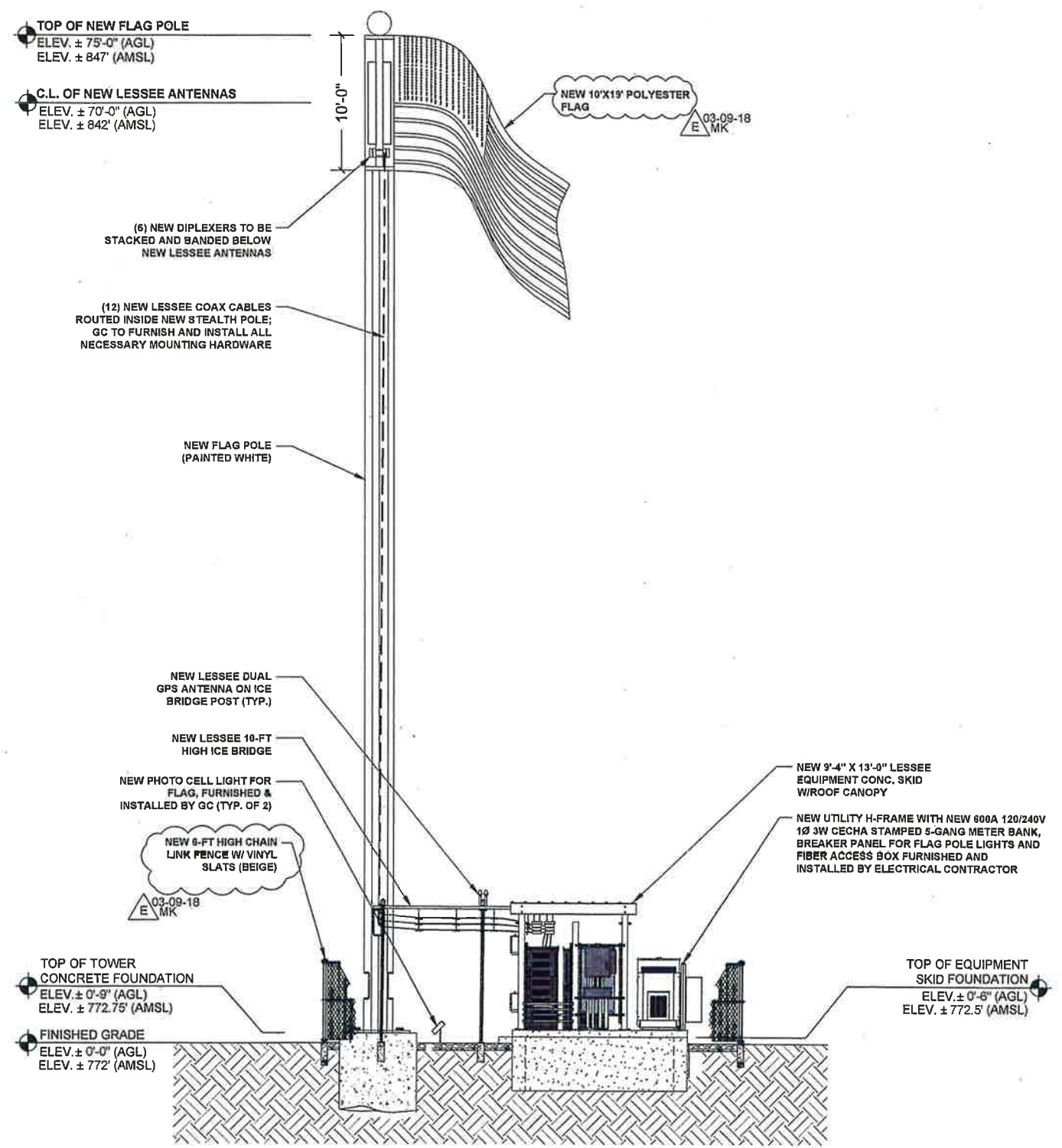


1 EQUIPMENT SKID LAYOUT
 SCALE: 3/4"=1'-0" (3/4"=2'-0" IF 11X17 SHEET SIZE)



EXHIBIT G

APPROXIMATE CABLE LENGTH (SINGLE RUN) 88' ±



1 TOWER ELEVATION (SOUTHEAST)
SCALE: 3/16"=1'-0" (3/16"=2'-0" IF 11X17 SHEET SIZE)

SPECIAL NOTES:

- STRUCTURAL DESIGN & ANALYSIS SHALL BE PERFORMED & APPROVED BY TOWER OWNER AND MANUFACTURER (DESIGN BY OTHERS)
- STRUCTURAL ANALYSIS PERFORMED BY OTHERS. CONTRACTOR TO THOROUGHLY REVIEW THE TOWER STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO TOWER, MOUNTING TYPES, ANTENNA HEIGHTS, AND CABLE ROUTING, ANY OTHER DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

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DRAWN BY: MK CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

RAB
FNH1000SFQT



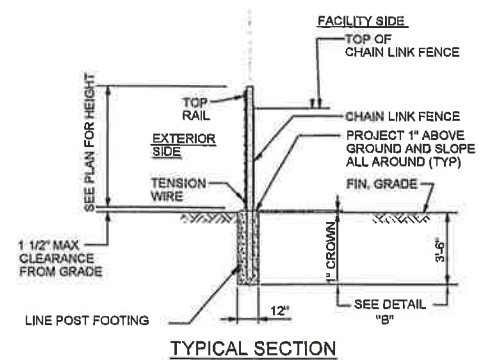
Lamp Info		Ballast Info	
Type:	BT56	Type:	CWA-HPF QT
Watts:	1000W	120V:	7.8/9.0A
Shape/Size:	N/A	208V:	4.0/5.2A
Base:	N/A	240V:	3.7/4.5A
ANSI:	N/A	277V:	3.2/3.9A
Hours:	20,000	Input Watts:	1080W
Lamp Lumens:	110000	Efficiency:	93%
Efficacy:	101 LPW		

2 FLAG POLE LIGHT SPECIFICATIONS
SCALE: N.T.S.

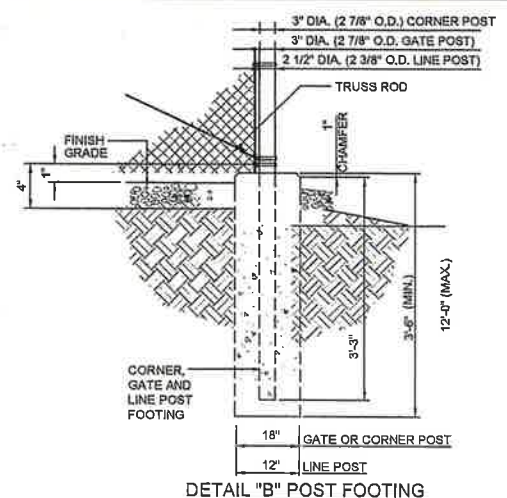
PROJECT #20171614108
LOCATION #455895
ARMY TRAIL & FAIR OAKS
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

SHEET TITLE:
SITE ELEVATION

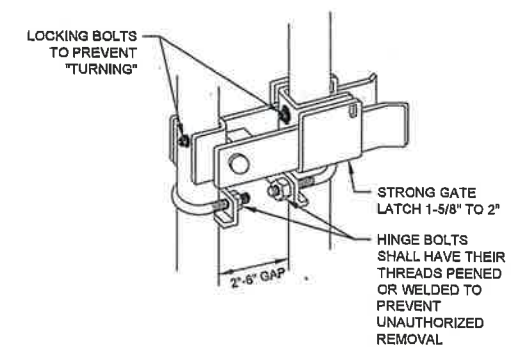
SHEET NUMBER:
A-2 03-09-18
E MK



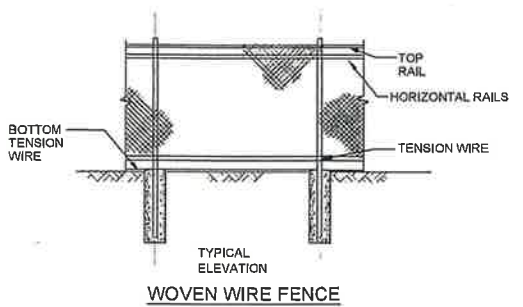
TYPICAL SECTION



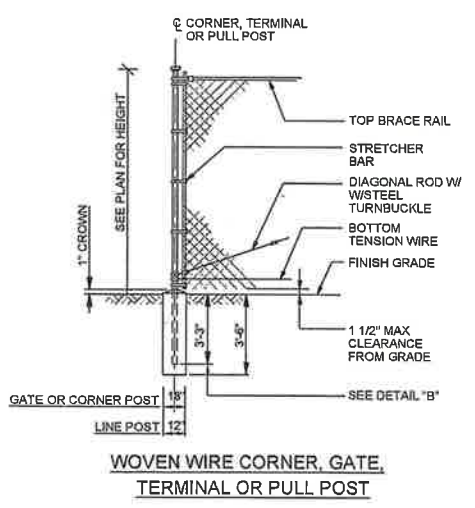
DETAIL "B" POST FOOTING



STRONG ARM GATE LATCH DETAIL



WOVEN WIRE FENCE



WOVEN WIRE CORNER, GATE, TERMINAL OR PULL POST

ATTENTION GC:
GC TO INSTALL NEW CHAIN-LINK FENCE W/VINYL SLATS; GC TO MATCH SIZE, STYLE & COLOR OF EXISTING LANDLORD'S FENCE SLATS

ATTENTION GC:
ALL VINYL SLATS WITHIN CHAIN-LINK FENCE NOT SHOWN FOR CLARITY

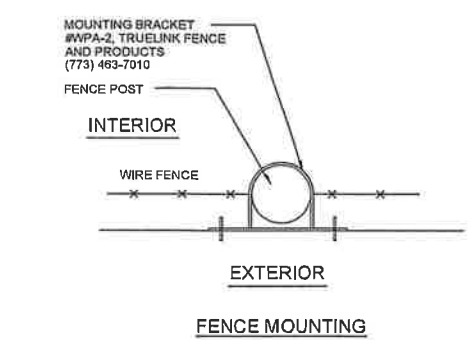


GENERAL NOTES

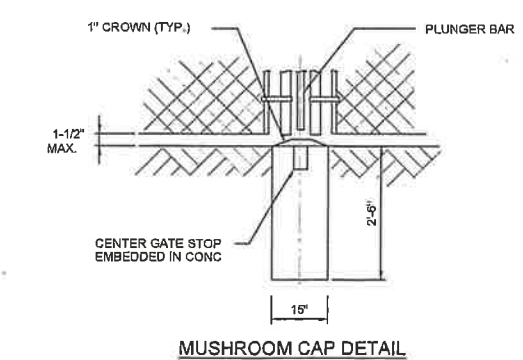
1. NO SCREENING SHALL INTERFERE WITH SIGHT REQUIREMENTS FOR SAFE INGRESS AND EGRESS.
2. WEED CONTROL FABRIC SHALL BE USED UNDER ALL AREAS OF THE YARD & DRIVE
3. DURING CONSTRUCTION, GENERAL CONTRACTOR WILL CONFORM TO THE ILLINOIS STANDARD PROCEDURES FOR EROSION CONTROL BASED ON "THE ILLINOIS PROCEDURES FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL MANUAL", LATEST EDITION.
4. CONTRACTOR TO VERIFY LOCATION OF EXISTING BELOW GRADE UTILITIES PRIOR TO CONSTRUCTION.

TYPICAL FENCING NOTES

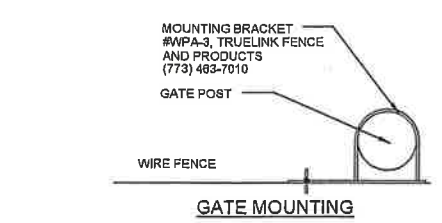
- (INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)
1. GATE POST, CORNER, TERMINAL OR PULL POST 2 1/2" SCHEDULE 40 FOR GATE WIDTHS UP THRU 6 FEET OR 12 FEET FOR DOUBLE SWING GATE PER ASTM-F1083.
 2. LINE POST: 2 1/2" SCHEDULE 40 PIPE PER ASTM-F1083.
 3. GATE FRAME: 1 1/2" SCHEDULE 40 PIPE PER ASTM-F1083.
 4. TOP RAIL & BRACE RAIL: 1 5/8" SCHEDULE 40 PIPE PER ASTM-F1083.
 5. FABRIC: 9 GA. CORE WIRE SIZE 2 1/4" MESH, CONFORMING TO ASTM-A392.
 6. TIE WIRE: MINIMUM 9 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX 24" INTERVALS.
 7. TENSION WIRE: 7 GA. GALVANIZED STEEL.
 8. BARBED WIRE: NOT USED
 9. GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK, KEYPED ALIKE FOR ALL SITES IN A GIVEN MTA.
 10. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
 11. HEIGHT = SEE SITE PLAN FOR HEIGHT
 12. ALL HARDWARE TO BE HOT DIP GALVANIZED.
 13. ALL MATERIALS ARE FURNISHED, DELIVERED & INSTALLED BY CONTRACTOR.



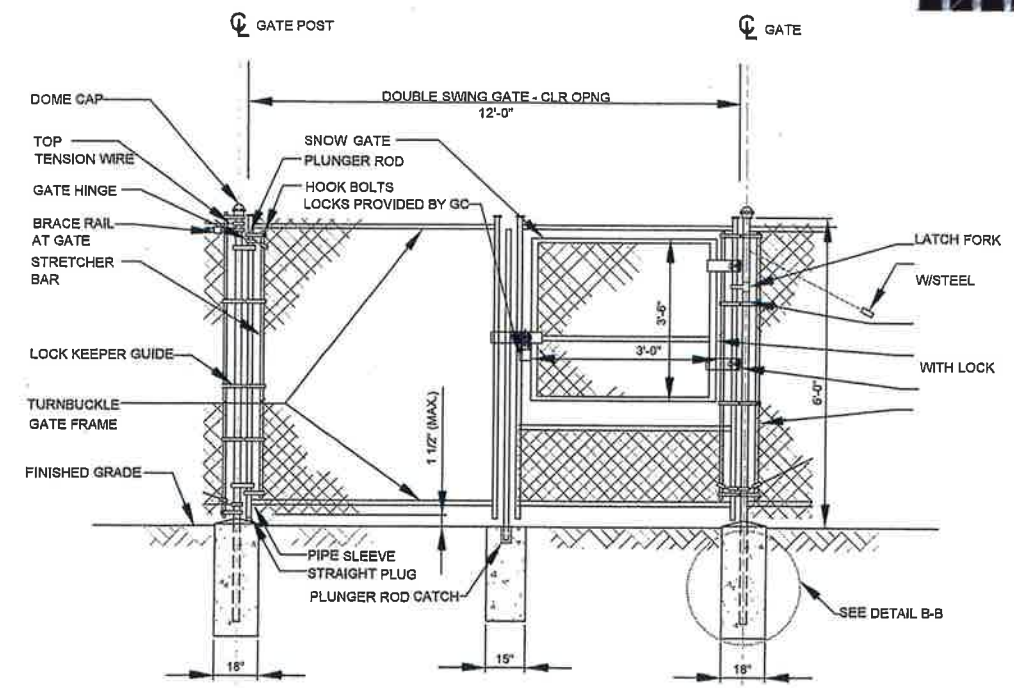
FENCE MOUNTING



MUSHROOM CAP DETAIL



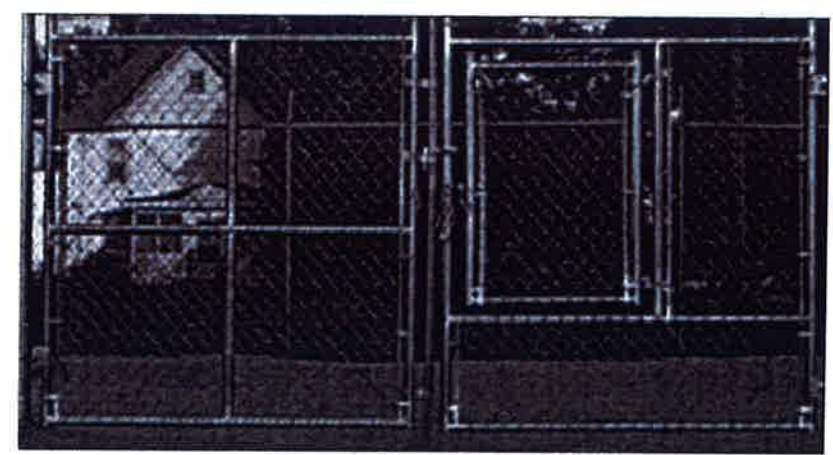
GATE MOUNTING



WOVEN WIRE SWING GATE, DOUBLE

1 NEW CHAIN LINK FENCE DETAILS & NOTES
 SCALE: NTS

03-09-18
 E MK



RECEIVED
 MAR 25 2018
 COMMUNITY DEVELOPMENT DEPT

DOLAN
 REALTY ADVISORS, L.L.C.
 144 W. LOCKWOOD AVE., UNIT 200
 WEBSTER GROVES, MO 63119
 MAIN: (314) 963-7700

CHICAGO SMSA
 limited partnership
 d/b/a VERIZON WIRELESS

CONCORDIA LTD.
 A PROFESSIONAL DESIGN FIRM
 LICENSE # 3323-011-0.B.A.
CONCORDIA WIRELESS, INC.
 381 RANDY ROAD
 UNIT 101
 CAROL STREAM, IL 60188
 MAIN: (847) 981-0801

DRAWN BY: MK	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

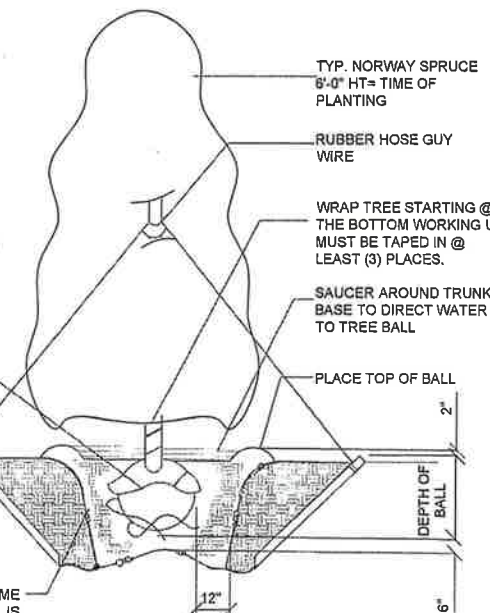
PROJECT #20171614108
 LOCATION #455895
ARMY TRAIL & FAIR OAKS
 1370 W ARMY TRAIL RD
 CAROL STREAM, IL 60188

SHEET TITLE:
CHAIN LINK FENCE DETAILS

SHEET NUMBER:
A-4 03-09-18
 E MK



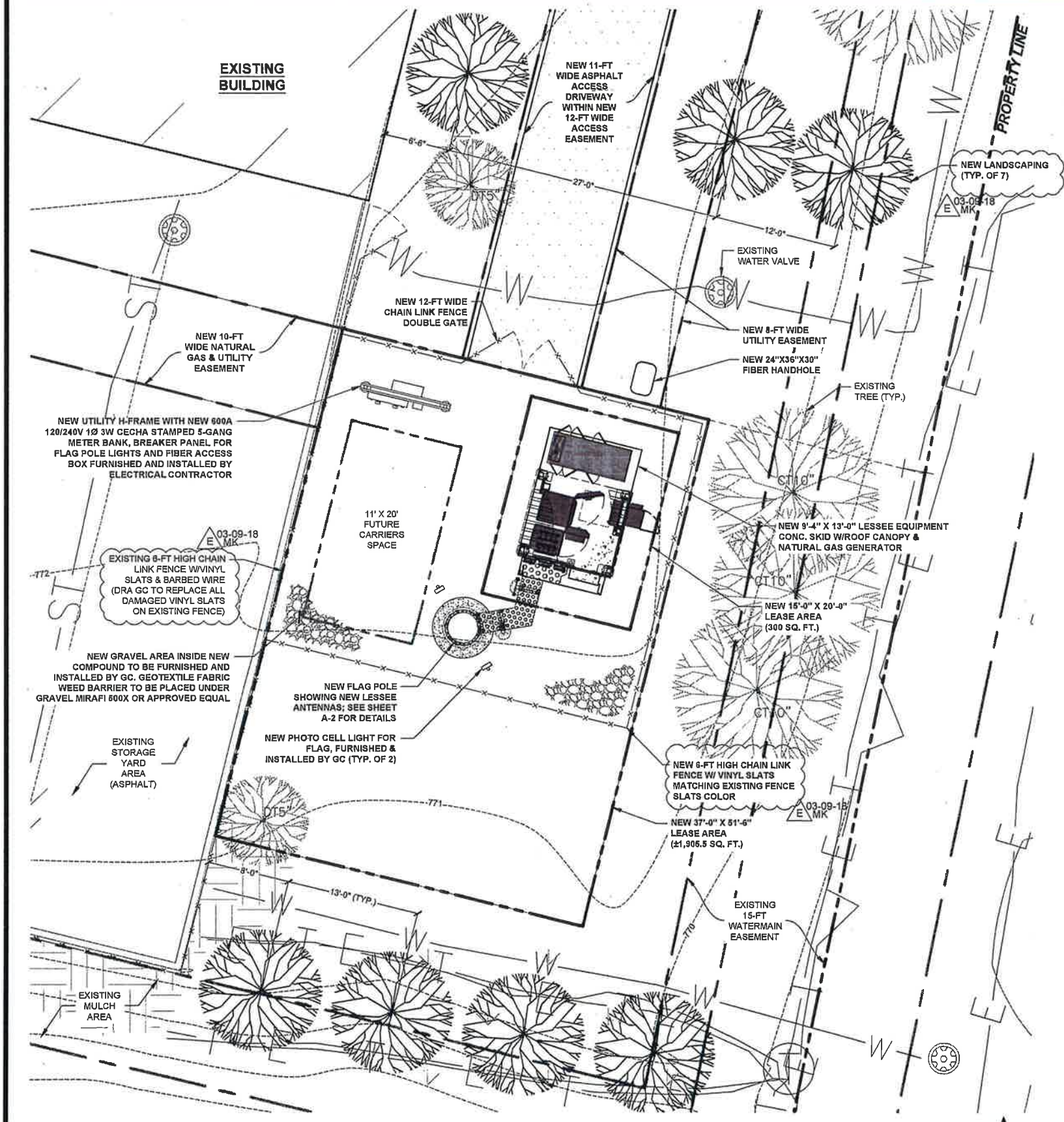
NORWAY SPRUCE



2 PLANT DETAIL
N.T.S.

NOTES

1. PRIOR TO CONSTRUCTION, INSPECT TREE PROTECTION MEASURES.
2. ALL UTILITIES SHALL BE FIELD LOCATED A MINIMUM OF 2 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES WITH THIS DRAWING SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. CALL JULIE 1-800-892-0123.
3. PLACE TREE PROTECTION FENCING AT THE DRIP LINE OF TREES. TREE PROTECTION FENCING SHOWN ON PLANS FOR REFERENCE ONLY.
4. PROTECT ALL EXISTING UTILITY STRUCTURES UNLESS SHOWN TO BE ABANDONED OR REMOVED.
5. DEMOLISH AND REMOVE ALL EXISTING MATERIALS AS REQUIRED TO INSTALL AND OPERATE ALL PROPOSED WORK.
6. ALL STRUCTURES, UTILITIES, PAVEMENT AND TREES NOT DESIGNATED TO BE REMOVED SHALL BE PROTECTED DURING CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR TO ITEMS AND STRUCTURES TO REMAIN SHALL BE REPAIRED TO ORIGINAL CONDITIONS AT NO COST TO THE OWNER.
7. ALL MATERIALS TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR. DISPOSE IN ACCORDANCE WITH ALL STATE, LOCAL AND FEDERAL GUIDELINES, UNLESS OTHERWISE NOTED.
8. NOTIFY THE APPROPRIATE VILLAGE AGENCIES AT LEAST 2 BUSINESS DAYS PRIOR TO THE START OF ANY WORK AFFECTING VILLAGE PROPERTY.
9. COORDINATE THE ADJUSTMENT OF UTILITY STRUCTURES WITH THE APPROPRIATE VILLAGE AGENCIES OR PRIVATE UTILITY. NO WORK TO PUBLIC OR PRIVATE UTILITIES SHALL BE DONE WITHOUT WRITTEN CONSENT BY UTILITY OWNER. ALL UTILITY STRUCTURES TO REMAIN SHALL BE ADJUSTED TO FINISH GRADE UNLESS OTHERWISE NOTED.
10. REPAIR ALL DAMAGED TURF WITH NEW SOD.
11. ALL EXISTING AT GRADE ELEVATIONS OF UTILITY EQUIPMENT INCLUDING, BUT NOT LIMITED TO: CLEAN-OUT, MANHOLE, CATCH BASINS, STRUCTURES, VALVES, VAULT COVERS, ELECTRICAL VAULT COVERS, ELECTRICAL PULL BOXES, ETC. MUST BE ADJUSTED TO MEET NEW FINISH GRADES, UNLESS IDENTIFIED TO BE VACATED OR REMOVED.
12. INSTALL MIN. 8" HEIGHT CONSTRUCTION FENCING AROUND LIMITS OF CONSTRUCTION. MODIFY PLACEMENT OF FENCE TO ACCOMMODATE PHASING OF CONSTRUCTION, EMERGENCY ACCESS AND PEDESTRIAN INGRESS/EGRESS AS NECESSARY. COORDINATE FINAL LOCATION OF FENCE WITH OWNER'S REPRESENTATIVE TO PROVIDE SAFETY AND ACCESS AS REQUIRED DURING CONSTRUCTION. ALL CONSTRUCTION FENCING SHALL HAVE WINDSCREEN.
13. SAWCUT TO REMOVE PAVEMENT TO NEAREST JOINT, IF APPLICABLE.
14. REVIEW CONSTRUCTION STAGING AND ENTRANCE WITH PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
15. PATCH, PAINT AND REPAIR FENCE PER SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ALL FENCE WITHIN SITE.



1 LANDSCAPING PLAN
SCALE: 1/8"=1'-0" (1/8"=2'-0" IF 11X17 SHEET SIZE)

NEW PLANT LIST				
TAG	BOTANICAL NAME /SCIENTIFIC NAME	COMMON NAME	SIZE	TOTAL
1	PICEA ABIES	NORWAY SPRUCE	6"	7

RECEIVED
MAR 15 2018
COMMUNITY DEVELOPMENT DEPT

DOLAN
REALTY ADVISORS, LLC
144 W. LOCKWOOD AVE., UNIT 200
WEBSTER GROVES, MO 63119
MAIN: (314) 963-7700

CHICAGO SMSA
limited partnership
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CONCORDIA WIRELESS, INC.
381 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: MK CHECKED BY: PS
CHECKED BY: RH APPROVED BY: GMS

PROJECT #20171614108
LOCATION #455895
ARMY TRAIL & FAIR OAKS
1370 W ARMY TRAIL RD
CAROL STREAM, IL 60188

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER:
L-1 03-09-18
MK

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO ALLOW A STRUCTURE TO EXCEED 50 FEET IN HEIGHT IN THE I INDUSTRIAL DISTRICT AND A ZONING CODE VARIATION (CENTRAL STATES TOWER/VERIZON WIRELESS, 505 E. NORTH AVENUE)

WHEREAS, Doug Dolan of Dolan Realty Advisors, LLC, on behalf of Verizon Wireless, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for a Special Use Permit to allow a structure in the form of a cellular antenna to exceed 50 feet in height in the I Industrial District, as provided in Section 16-10-2(B)(4) of the Carol Stream Code of Ordinances; and a Variation to allow a cellular antenna equipment enclosure to encroach into the front yard building setback along Phillips Court, thereby reducing the setback from 40 feet to 25 feet, as provided in Section 16-10-2 (E)(2)(b) of the Carol Stream Code of Ordinances, on the property legally described in Section 2 herein and commonly known as 505 E. North Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Sections 16-15-6 and 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 March 26, 2018, 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 and Zoning Code Variation be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Permit and Zoning Code Variation 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. Are deemed necessary for the public convenience at the location. *The applicant has indicated that the need for a taller monopole is necessary to improve cellular coverage within the area. In addition, the taller height allows for co-location opportunities for two other carriers, rather than constructing separate towers for each carrier throughout the Village.*
2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. *The proposed monopole should not be unreasonably detrimental or endanger the general public in regards to health, safety, morals, comfort, or general welfare. The monopole will be situated several hundred away from major roadways and residential areas.*

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. *It is not believed that the proposed monopole will be injurious to the use and enjoyment of other property in the immediate vicinity, nor substantially diminish or impair property values in the neighborhood.*
4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. *Surrounding properties are already developed. This criterion is not applicable.*
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 Mayor and Board of Trustees of the Village, after examining the Petition for a Zoning Code Variation to allow a cellular antenna equipment enclosure to encroach into the front yard building setback along Phillips Court, and the Findings and Recommendations of the Combined Plan Commission /Zoning Board of Appeals, have determined and find that, with respect to the requested Variation:

1. That the property in question, other than a single-family residential lot, cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. *The property has been successfully operating with office and service uses over the years, and it is reasonable to assume that it would continue to yield a reasonable return if the proposed variation was not granted. However, it is noted that if the petitioner were to comply with the code regarding the front yard setback along Phillips Court, the layout for bus and van parking for Hopewell Services may need to be reconfigured and reduced, or the number of antenna co-location opportunities might need to be reduced to condense the equipment enclosure area.*
2. The plight of the owner is due to unique circumstances. *The property is somewhat unique in that it contains two front yards, with the second front yard located along Phillips Court. However, the equipment enclosure encroachment into the front yard setback should have minimal impacts and allows for a monopole with co-location opportunities for increased cellular coverage and data speeds.*
3. The variation, if granted, will not alter the essential character of the locality. *The proposed equipment enclosure will still maintain a 25 foot distance from the Phillips Court right-of-way, and with Phillips Court functioning more as the rear of the property, the equipment enclosure area will still maintain a safe and suitable distance from the roadway.*

4. That the plight of the owner is due to the failure of a previous owner of the property in question to follow then-applicable ordinances or regulations, and where the benefit to health, safety or appearance to be derived from correcting the nonconformity would not justify the cost or difficulty of the correction. The evidence must show that the current owner had no role in the creation of the nonconformity. *This criterion is not applicable.*
5. That the particular physical surroundings, shape, or topographical conditions of the specific property involved bring a particular hardship upon the owner as distinguished from a mere inconvenience. *The physical surroundings, shape and topographical condition of the property do not necessarily bring about a particular hardship, but the front yard along the Phillips Court frontage necessitates a larger setback for buildings and other structures as compared a standard rear yard setback for properties in the Industrial District.*
6. The conditions upon which the petition for the variation is based would not be applicable generally to other property within the same district. *Generally speaking, properties with two front yards would be located on a corner lot, and would contain a front yard and a corner side yard. In the case of the subject property, the front yard setback requirements also pertain to the Phillips Court frontage, which would normally function as the rear of the property.*
7. The granting of the variation will not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood in which the property is located. *The proposed monopole will provide increased wireless communication and data coverage to the public, and if approved, the variation should not be detrimental to the public welfare or injurious to the other property or improvements in the neighborhood.*

SECTION 3:

The Special Use Permit and Zoning Code Variation, as set forth in the above recitals, are hereby approved and granted to Central States Tower/Verizon Wireless subject to the conditions set forth in Section 4, upon the real estate commonly known as 505 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

LOTS 5 AND 8 IN KRES SUBDIVISION BEING A PART OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 6, 1961 AS DOCUMENT 998730 IN DUPAGE COUNTY, ILLINOIS.

hereinafter referred to as the Subject Property.

SECTION 4:

The approval of the Special Use Permit and Zoning Code Variation granted in Sections 1 and 2 herein are subject to the following conditions:

1. That slats for the fencing around the equipment enclosure shall match the slats in the fencing that will screen the Hopewell Services bus and van parking area in terms of color, material, size, and weave pattern, and shall be properly maintained with any slats replaced immediately that are damaged or are in poor condition;
2. That fencing around the equipment enclosure shall not contain barbed wire, and drawings shall be revised to remove said barbed wire prior to the issuance of a building permit;
3. That all equipment associated with the proposed Verizon antennas and any future antennas shall be located within the proposed fenced enclosure/leased area and not outside of the enclosure/leased area;
4. That in the event that the use of the antenna tower is discontinued, the tower owner shall provide written notice to the Village of its intent to discontinue use not less than ten (10) days from the date when the use will be discontinued. Upon discontinuance of the use of the tower, the tower owner shall, within ninety (90) days, dismantle and remove the tower and its equipment, conduits, fixtures and all personal property and restore the property to its original condition. If it is determined by the Village that the tower has ceased to be used for a period of three hundred and sixty-five (365) consecutive days, and the tower owner has not notified the Village of the discontinuance of use, the Village shall notify the tower owner that the site will be subject to a determination that such site has been abandoned. The tower owner shall have thirty (30) days from receipt of said notice to show, by a preponderance of the evidence, that the tower has been in use or under repair during the period. If the tower owner fails to show that the tower has been in use or under repair during the period, the Village shall issue a final determination of abandonment for the site. Upon issuance of the final determination of abandonment, the tower owner shall, within ninety (90) days, dismantle and remove the tower and its equipment, conduits, fixtures and all personal property and restore the property to its original condition;
5. That the landscape materials around the antenna tower equipment enclosure must be installed as shown on the landscape plan, with a correction that the plant detail be for Norway Spruce and not American Arborvitae, and that all materials must be maintained in a neat and healthy condition, with dead or dying materials being replaced in accordance with the approved plan on an annual basis;
6. That a separate permit be applied for with the State Fire Marshal's Office if a diesel generator is utilized;
7. That vehicles servicing the monopole or equipment cabinets shall access the site from Phillips Court; and
8. That the development of the wireless communications tower and associated equipment will comply with all state, county and Village Codes and requirements.

SECTION 4:

The Special Use Permit and Zoning Code Variation are hereby approved and granted as set forth in the following plans and exhibits:

1. Title Sheet (Exhibit A dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
2. Site Survey (Exhibit B dated March 14, 2018), prepared by Landmark Engineering Corporation, 7808 West 103rd Street, Palos Hills, IL 60465.
3. Aerial, Wetland, Zoning, and Flood Plain Map (Exhibit C dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
4. Site Distance Plan (Exhibit D dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
5. Overall Site Plan (Exhibit E dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
6. Compound Plan (Exhibit F dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
7. Equipment Skid Layout (Exhibit G dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
8. Site Elevation (Exhibit H dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
9. Chain Link Fence Details (Exhibit I dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.
10. Landscaping Plan (Exhibit J dated March 12, 2018) prepared by Concordia Wireless, Inc., 361 Randy Road, Unit 101, Carol Stream, IL 60188.

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 2nd DAY OF APRIL, 2018.

AYES:

NAYS:

ABSENT:

Matt McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

I, Doug Dolan, 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. Central States Tower/Verizon Wireless 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

SHEET INDEX

NO.	SHEET DESCRIPTION
T-1	TITLE SHEET 03-12-18 C JR
SP-1	GENERAL NOTES
SP-2	GENERAL NOTES AND SPECIFICATIONS
SS-1	SITE SURVEY
SS-2	SITE SURVEY
SS-3	SITE SURVEY
SS-4	SITE SURVEY
SS-5	SITE SURVEY
LS-4	AERIAL, WETLAND, ZONING AND FLOOD PLAIN MAP
LS-5	DISTANCES TO PROPERTY LINES
A-0	OVERALL SITE PLAN 03-12-18 C JR
A-1	COMPOUND PLAN
A-1A	EQUIPMENT SKID LAYOUT
A-2	SITE ELEVATION
A-3	EQUIPMENT CHANGE REQUEST FORM & COMBINER - CABLE DATA
A-3A	NEW SCHEMATIC DIAGRAM AND ANTENNA CONFIGURATION DETAIL
A-3B	EQUIPMENT DETAILS
A-4	NEW 12 FT. HIGH CAPACITY ENCLOSED PLATFORM DETAILS BY SABRE 03-12-18 C JR
A-5	CHAIN LINK FENCE DETAILS 03-12-18 C JR
A-5A	ICE BRIDGE & GPS ANTENNA DETAILS
A-6	EQUIPMENT CABINET SPECIFICATIONS
A-6A	EQUIPMENT CABINET SPECIFICATIONS
C-1	SITE GRADING PLAN 03-12-18 C JR
C-2	ARCHITECTURAL & CIVIL DETAILS 03-12-18 C JR
L-1	LANDSCAPING PLAN
S-1	EQUIPMENT SKID FLOOR PLAN & ROOF VIEW, ITEM LIST
S-2	EQUIPMENT SKID EXTERIOR & INTERIOR ELEVATIONS
S-3	SKID FOUNDATION PLAN
E-1	ELECTRICAL SITE PLAN 03-12-18 C JR
E-1A	ENLARGED UTILITY PLAN 03-12-18 C JR
E-2	UTILITY DETAILS
E-3	GENERATOR DETAILS
E-3A	GENERATOR DETAILS
E-4	ELECTRICAL SCHEMATIC
E-5	UTILITY H-FRAME DETAILS
G-1	SITE GROUNDING PLAN
G-1A	ENLARGED GROUNDING PLAN
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
G-4	GROUNDING DETAILS
PL-1	SITE PHOTO LOG

DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM 1615 WOODFIELD RD, SCHAUMBURG:

1. HEAD NORTH 0.2 MI
 2. TURN RIGHT ONTO WOODFIELD RD 0.2 MI
 3. TURN RIGHT ONTO MALL DR 0.3 MI
 4. TURN LEFT ONTO E HIGGINS RD 0.3 MI
 5. USE THE RIGHT 2 LANES TO TURN RIGHT ONTO FRONTAGE RD 0.1 MI
 6. USE THE LEFT 2 LANES TO TAKE THE INTERSTATE 290 AND RAMP TO CHICAGO 0.4 MI
 7. MERGE ONTO I-290 E 4.2 MI
 8. KEEP LEFT AT THE FORK TO CONTINUE ON I-355 S, FOLLOW SIGNS FOR INTERSTATE 355 S/JOLIE PARTIAL TOLL ROAD 4.4 MI
 9. TAKE EXIT 27 FOR IL-64/NORTH AVE TOLL ROAD 0.3 MI
 10. KEEP RIGHT AT THE FORK, FOLLOW SIGNS FOR GLENDALE HTS/CAROL STREAM TOLL ROAD 308 FT
 11. USE ANY LANE TO TURN RIGHT ONTO IL-64 W/NORTH AVE CONTINUE TO FOLLOW NORTH AVE 3.2 MI
 12. TURN RIGHT ONTO SCHMALE RD 0.2 MI
 13. TURN LEFT ONTO PHILLIPS CT 0.2 MI
- DESTINATION WILL BE ON THE LEFT

TOTAL TRAVEL ESTIMATE: 14 MILES, 22 MINUTES

PROFESSIONAL LICENSURE

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE THEY COMPLY WITH THE REQUIREMENT OF ALL APPLICABLE CODES AND ORDINANCES.

LICENSED PROFESSIONAL - STATE OF ILLINOIS

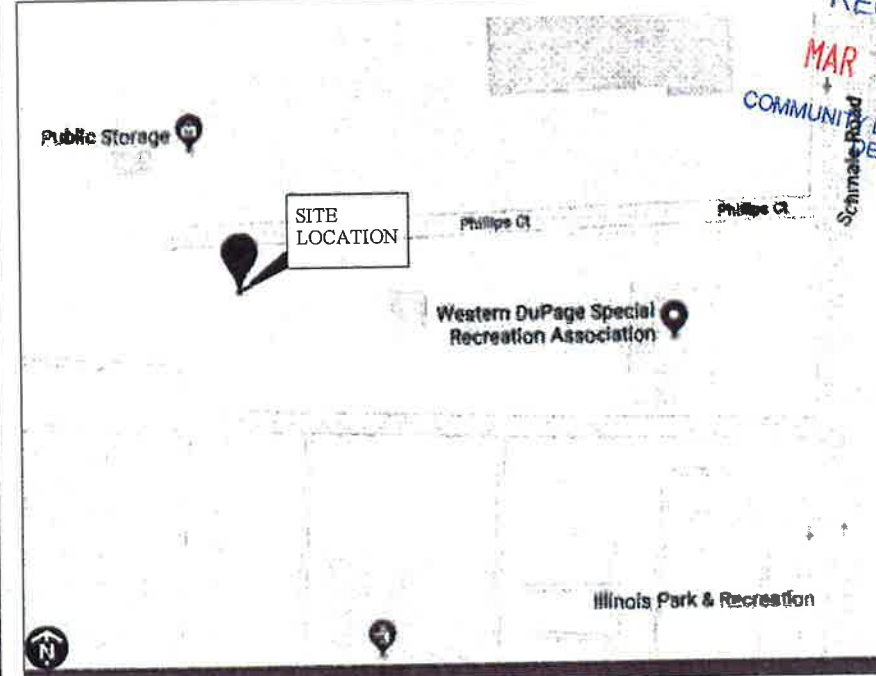
EXPIRES:

SIGNED:

REGIONAL MAP



VICINITY MAP



RECEIVED
MAR 15 2018
COMMUNITY DEVELOPMENT DEPT

811
Know what's below.
Call before you dig.
CALL J.U.L.I.E.
FOR UNDERGROUND
UTILITIES PRIOR TO
DIGGING
811 OR 1-800-892-0123



CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

PROJECT NUMBER
20171614109
LOCATION NUMBER
455896

CST NUMBER
IL-03-1109

SITE NAME
CLOVERDALE SOUTH 03-12-18
C JR
SITE ADDRESS
505 E NORTH AVE
CAROL STREAM, IL 60188

SCOPE OF WORK

- (1) NEW 9'-4" X 13'-0" LESSEE EQUIPMENT CONCRETE SKID W/NATURAL GAS GENERATOR &
- (1) NEW 12 FT. HIGH CAPACITY ENCLOSED ANTENNA PLATFORM
- (9) NEW LESSEE ANTENNAS WITH
- (3) NEW LESSEE TOWER MOUNTED RAYCAP UNIT,
- (6) NEW LESSEE RRU UNITS,
- (3) NEW HYBRID CABLES
- MOUNTED ON A NEW 95' HIGH MONOPOLE
- (NEW LESSEE ANTENNA CENTERLINE= 90'-0" AGL)
- TOP OF LIGHTNING ROD = 100' AGL

APPROVALS

REAL ESTATE _____

CONSTRUCTION _____

RF _____

SITE ACQ. _____

FIELD OPS _____

LANDLORD _____

PROJECT INFORMATION

<p>APPLICANTS: CENTRAL STATES TOWER 323 S HALE ST WHEATON, IL 60187</p> <p>CONTACT: BRIAN MEIER PHONE: (630) 221-8500</p> <p>CHICAGO SMSA LIMITED PARTNERSHIP d/b/a VERIZON WIRELESS 1515 WOODFIELD SUITE 1000 SCHAUMBURG, IL 60173</p> <p>LAND LORD CONTACT: CHARLES MASCARI PHONE: (630) 260-5100</p>	<p>LATITUDE: N 41° 54' 18.07" (NAD 83)</p> <p>LONGITUDE: W 88° 06' 16.26" (NAD 83)</p> <p>GROUND ELEVATION: 792 FT (NAVD 88)</p> <p>SITE TYPE: MONOPOLE</p> <p>JURISDICTION: VILLAGE OF CAROL STREAM</p> <p>COUNTY: DUPAGE COUNTY</p> <p>UTILITIES POWER: COMED ACCT#: 00691-38238 CONTACT: REGINA WHITE PHONE: (630) 991-4379</p> <p>FIBER: ONE FIBER CONTACT: HOLLY BERENDSEN PHONE: (847) 513-3264</p> <p>NATURAL GAS: NICOR GAS CONTACT: CARLOS DUNCAN PHONE: (847) 598-4011</p>
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PROJECT CONTACTS & CODES

<p>VERIZON WIRELESS PROJECT MANAGER CONTACT: DANNY PEREZ 1515 WOODFIELD SUITE 1000 SCHAUMBURG, IL 60173 PHONE: (847) 706-1765</p> <p>ENGINEERING & SURVEYING CONTACT: GM SADAT, PE PHONE: (847) 981-0801 FAX: (847) 981-0803</p> <p>SITE ACQUISITION: DOLAN REALTY ADVISORS, L.L.C. 144 W LOCKWOOD AVE SUITE 200 WEBSTER GROVES, MO 63119</p> <p>CONTACT: DOUG DOLAN PHONE: (314) 963-7710</p>	<p>CODES:</p> <ol style="list-style-type: none"> 1. INTERNATIONAL BUILDING CODE 2012 2. INTERNATIONAL EXISTING BUILDING CODE 2012 3. NATIONAL ELECTRIC CODE (NEC 2011) 4. IECC 2000 5. IMC 2012 6. IFGC 2012 7. IFC 2012 8. ILLINOIS STATE PLUMBING CODE 9. ILLINOIS ACCESSIBILITY CODE 10. AMERICAN CONCRETE INSTITUTE (ACI) 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE 11. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION 12. TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-G, STRUCTURAL STANDARDS FOR STEEL TOWER AND ANTENNA SUPPORTING STRUCTURES 13. TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
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CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011-D.B.A.
CONCORDIA WIRELESS, INC.
381 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

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CHECKED BY: RH	APPROVED BY: GMS

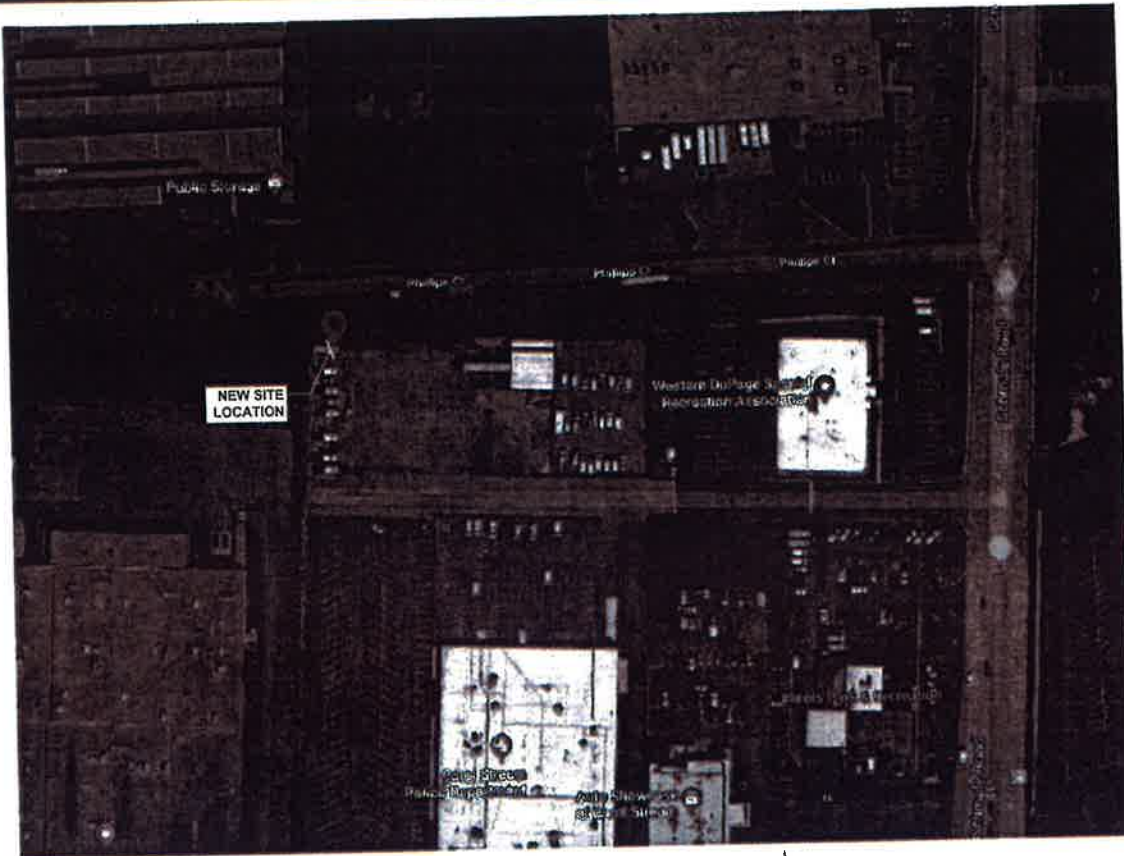
ISSUED FOR:
ZONING SUBMITTAL

No.	Revision/Issue	Date	Initial
A	LEASE EXHIBIT	09/07/17	JR
B	LEASE EXHIBIT REV1	01/31/18	JR
C	ZONING SUBMITTAL	03/12/18	JR

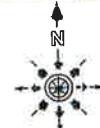
CST IL-03-1109
PROJECT # 20171614109
LOCATION # 455896
CLOVERDALE SOUTH
505 E NORTH AVE
CAROL STREAM, IL 60188

TITLE SHEET

T-1 03-12-18
C JR



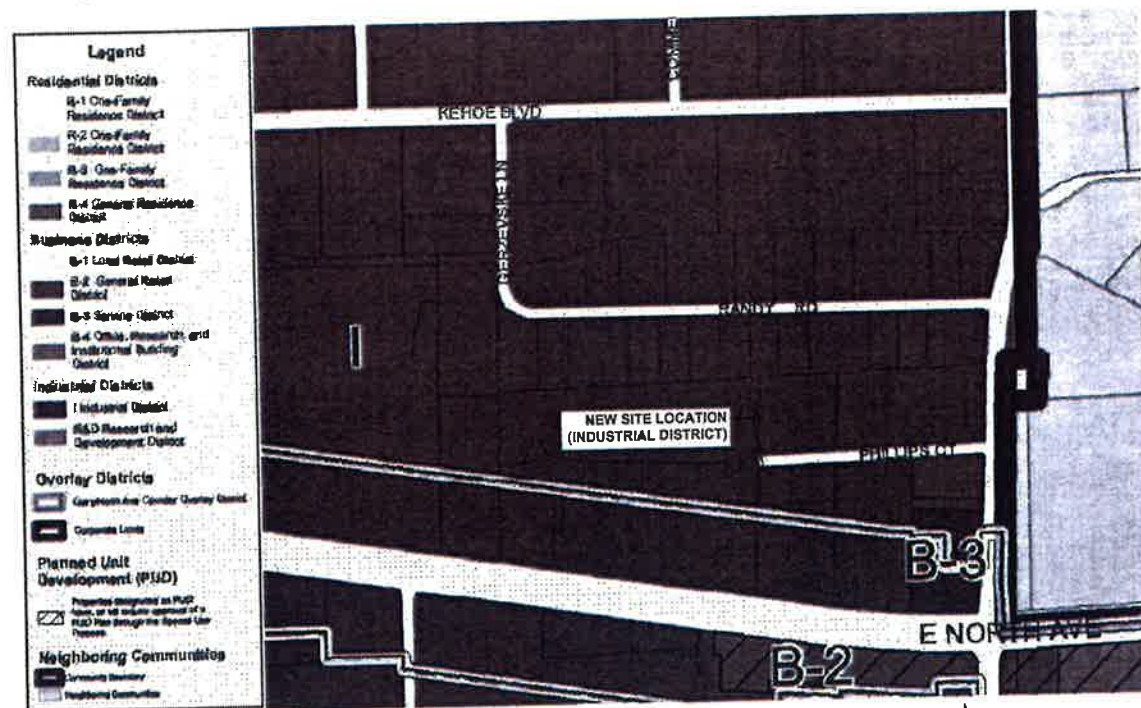
1 AERIAL VIEW
SCALE: N.T.S.



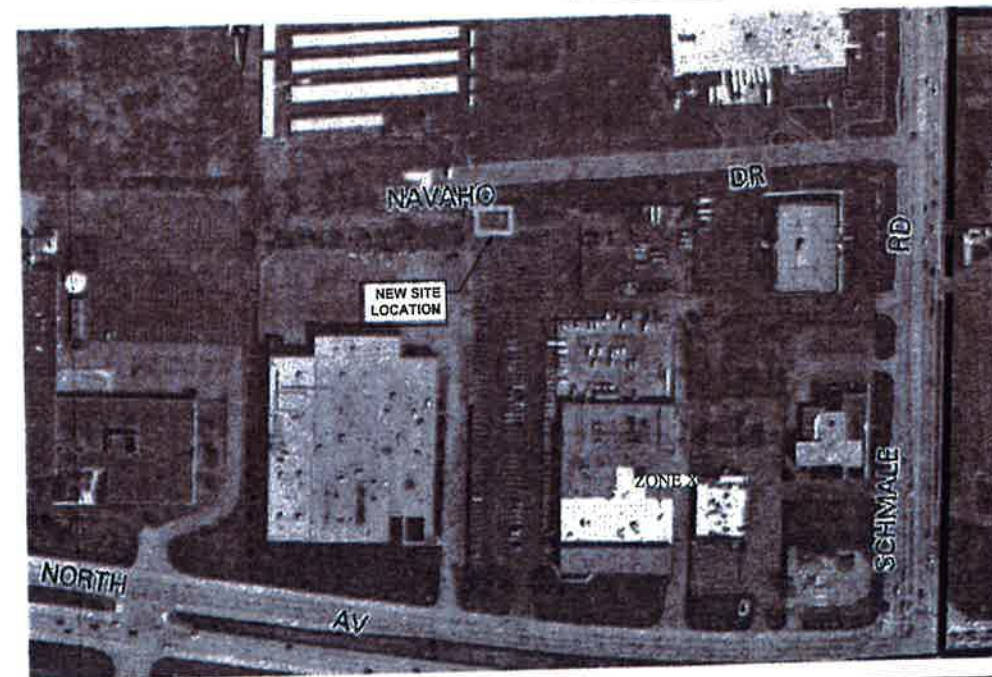
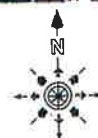
2 WETLAND MAP
SCALE: N.T.S.



WETLAND INFO:
THE PROJECT SITE "DOES NOT" APPEAR TO BE LOCATED WITHIN A WETLAND AREA, AS PER U.S. FISH AND WILDLIFE ONLINE MAPPER SERVICE TOOL



3 DUPAGE COUNTY ZONING MAP
SCALE: N.T.S.



4 FLOOD PLAIN MAP
SCALE: N.T.S.



FLOOD PLAIN MAP INFO:
THE PROJECT SITE "DOES NOT" APPEAR TO BE LOCATED WITHIN A FLOOD PLAIN ("ZONE A"), PANEL 208 OF 1006, AS PER FEMA'S FLOOD INSURANCE RATE MAP #17043C0208H, REVISED ON DECEMBER 16, 2004. SITE LOCATED IN "ZONE X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.



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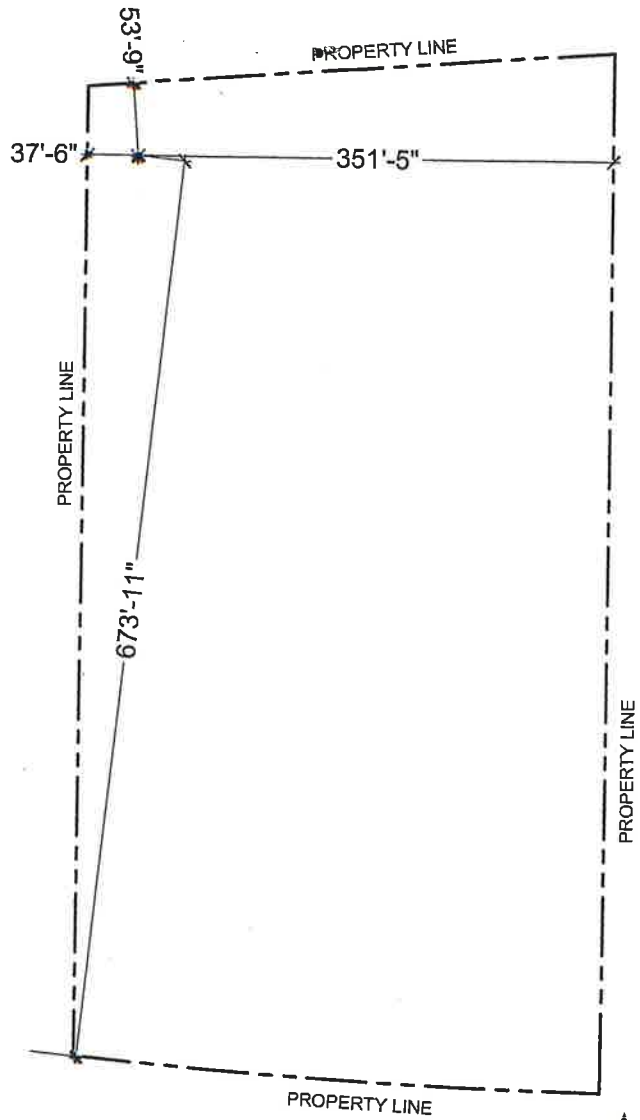
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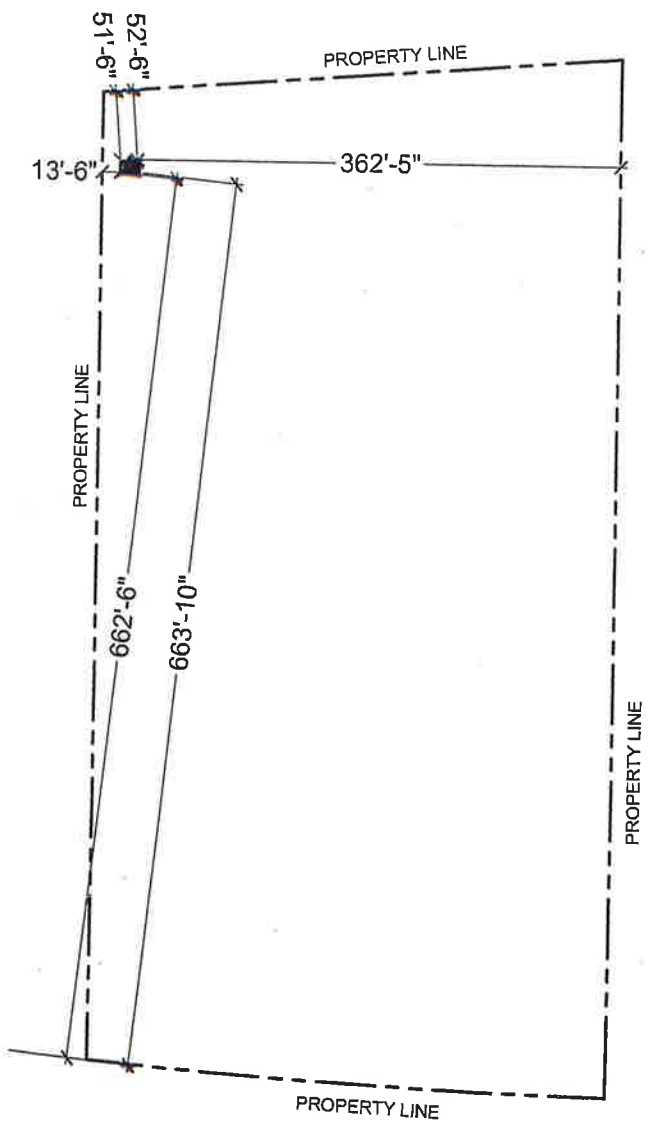
CST IL-03-1109
PROJECT # 20171614109
LOCATION # 455896
CLOVERDALE SOUTH
505 E NORTH AVE
CAROL STREAM, IL 60188

AERIAL, WETLAND, ZONING
& FLOOD PLAIN MAP

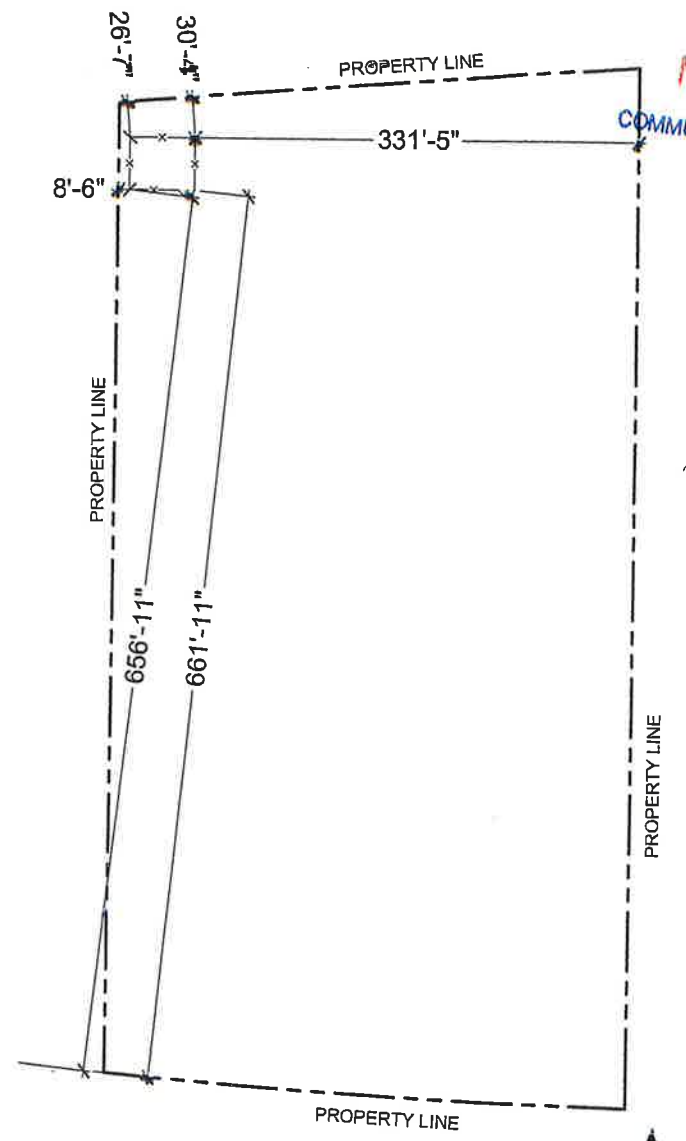
LS-4



1 DISTANCES FROM CENTER OF NEW MONOPOLE TO PROPERTY LINES
SCALE: 1"=70' (1"=140' IF 11X17 SHEET SIZE)



3 DISTANCES FROM NEW CONCRETE SKID TO PROPERTY LINES
SCALE: 1"=70' (1"=140' IF 11X17 SHEET SIZE)



2 DISTANCES FROM NEW COMPOUND TO PROPERTY LINES
SCALE: 1"=70' (1"=140' IF 11X17 SHEET SIZE)

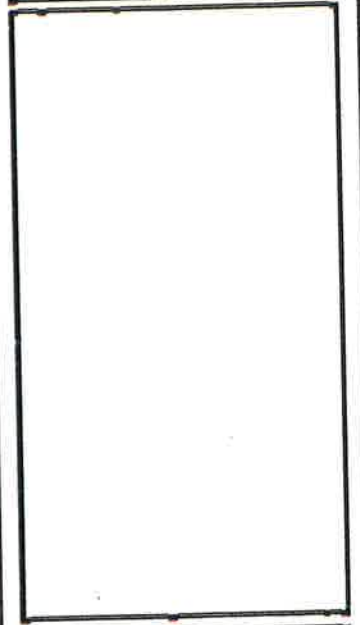
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COMMUNITY DEVELOPMENT
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CST IL-03-1109
PROJECT # 20171614109
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CLOVERDALE SOUTH
505 E NORTH AVE
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DISTANCES TO PROPERTY LINES

LS-5

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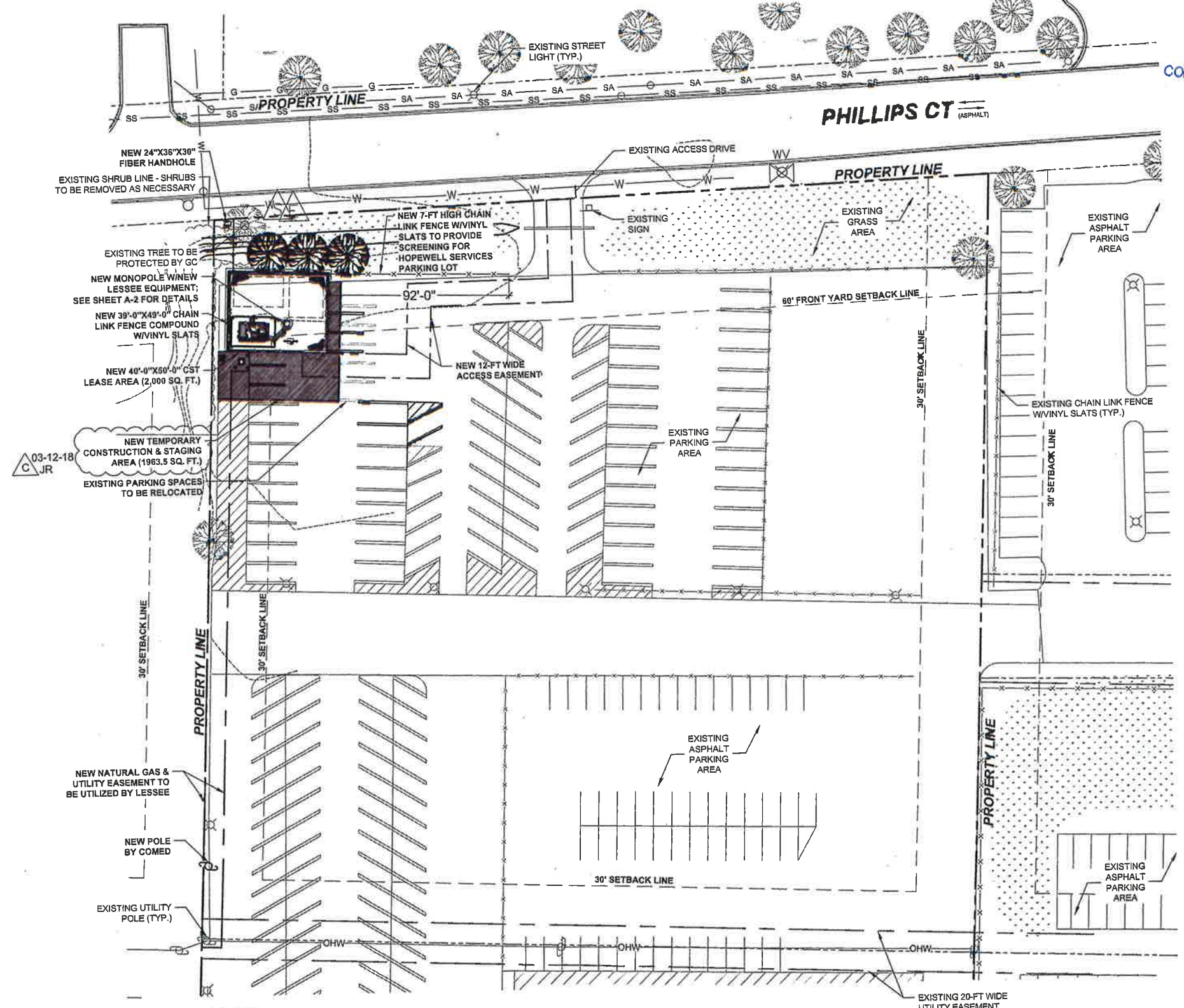
CST IL-03-1109
PROJECT # 20171614109
LOCATION # 455896
CLOVERDALE SOUTH
505 E NORTH AVE
CAROL STREAM, IL 60188

OVERALL SITE PLAN

A-0 03-12-18
C JR

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- FIBER PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- GENERATOR RECEPTACLE
- HANDICAPPED PARKING SPACE
- DT10 DECIDUOUS TREE W/SIZE
- CT10 CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- 600 CONTOUR W/ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OHW OVERHEAD WIRES
- LEASE AREA LINE
- UTILITY EASEMENT LINE
- UNDERGROUND ELECTRIC LINE
- OHW OVERHEAD ELECTRIC LINE
- UF UNDERGROUND FIBER OPTIC LINE
- G UNDERGROUND GAS LINE
- T UNDERGROUND TELECOMM. LINE
- SS/SA UNDERGROUND STORM/SANITARY SEWER LINE
- W UNDERGROUND WATER LINE
- COM UNDERGROUND COMMUNICATION/MONITORING LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM



IMPORTANT NOTES:

- GC TO HIRE PUBLIC JULIE & PRIVATE LOCATE SERVICE IN ORDER TO LOCATE AND PROTECT ANY AND ALL SURFACE UTILITIES. DO NOT SCALE OFF THESE PLANS FOR ANY BELOW GRADE UTILITIES.
- THESE PLANS MAY NOT CONTAIN OR REVEAL ALL SUBSURFACE UTILITIES; GC IS RESPONSIBLE OF LOCATING AND PROTECTING ALL UTILITIES DURING CONSTRUCTION
- GC WILL NOT START CONSTRUCTION UNTIL AFTER THEY RECEIVE THE PRE CON PACKAGE AND HAVE A PRE CON WALK WITH THE PM.

SUMMARY OF IMPERVIOUS AREAS:

LANDLORD IMPROVEMENTS	1,384	SQ. FT.
PROPOSED CST IMPROVEMENTS	375.72	SQ. FT.
NET NEW IMPERVIOUS AREA	1,759.72	SQ. FT.

1 OVERALL SITE PLAN
SCALE: 1"=30' (1"=60' IF 11X17 SHEET SIZE)

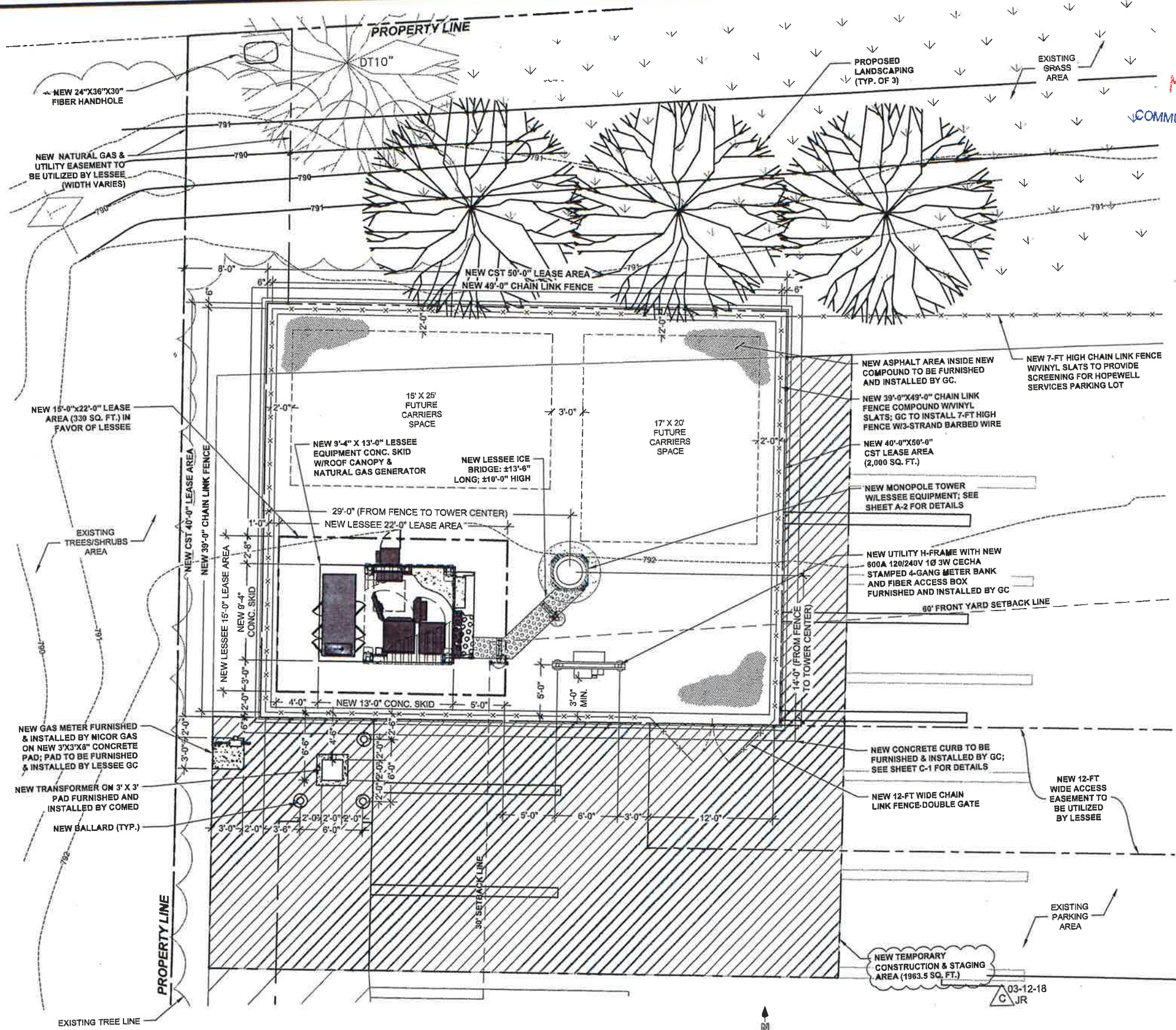


03-12-18
C JR

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- FIBER PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- GROUNDING TEST WELL
- VALVE BOX
- HORIZONTAL CONTROL POINT
- HANDICAPPED PARKING SPACE
- GENERATOR RELEASE
- DT10 DECIDUOUS TREE W/SIZE
- CT10 CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- CONTOUR W/ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OVERHEAD WIRES
- LEASE AREA LINE
- UTILITY EASEMENT LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELECOMM. LINE
- UNDERGROUND STORM/SANITARY SEWER LINE
- UNDERGROUND WATER LINE
- UNDERGROUND COMMUNICATION/ MONITORING LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM

NOTE:
POWER & FIBER SOURCE
TO BE DETERMINED
UPON COORDINATION
W/SERVICE PROVIDERS



1 COMPOUND PLAN
SCALE: 3/16"=1'-0" (3/16"=2'-0" IF 11X17 SHEET SIZE)

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PROJECT # 20171614109
LOCATION # 455896
CLOVERDALE SOUTH
505 E NORTH AVE
CAROL STREAM, IL 60188

SHEET TITLE:
COMPOUND PLAN

SHEET NUMBER:
A-1 03-12-18
C JR

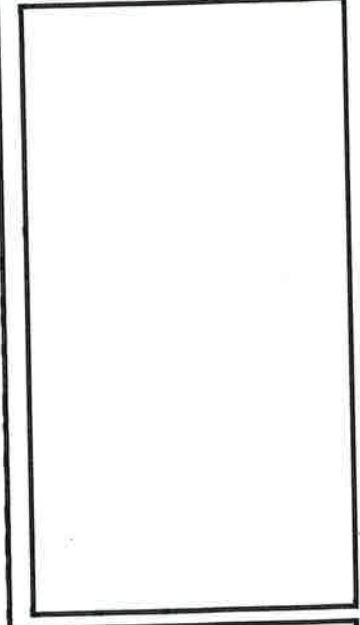
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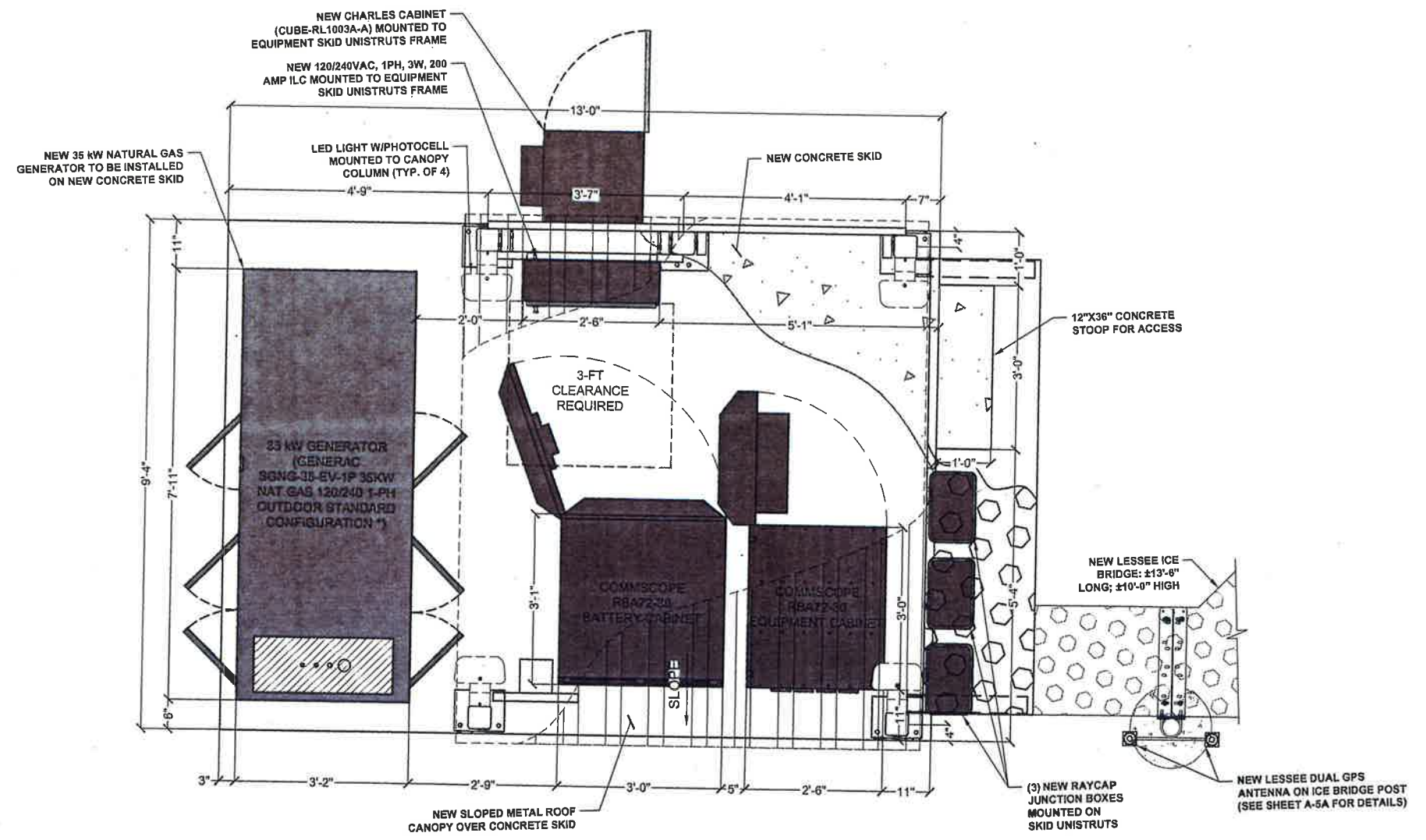
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 LOCATION # 455896
 CLOVERDALE SOUTH
 505 E NORTH AVE
 CAROL STREAM, IL 60188

SHEET TITLE:
EQUIPMENT SKID LAYOUT

SHEET NUMBER:
A-1A

LEGEND & SYMBOLS

- UTILITY POLE
- SIGN
- TELCO PEDESTAL
- FIRE HYDRANT
- LIGHT STANDARD
- INLET
- CATCH BASIN
- MANHOLE
- TRAFFIC SIGNAL
- ROW MARKER
- IRON PIPE SET
- IRON PIPE FOUND
- BUFFALO BOX
- VALVE BOX
- HORIZONTAL CONTROL POINT
- HANDICAPPED PARKING SPACE
- DECIDUOUS TREE W/SIZE
- CONIFEROUS TREE W/SIZE
- BRUSH
- TREE LINE
- CONTOUR W/ELEVATION
- CONTOUR W/PROPOSED ELEVATION
- EXISTING GUARDRAIL
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- OVERHEAD WIRES
- LOT LINE
- PROPERTY LINE
- CENTER LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND GAS LINE
- UNDERGROUND TELECOMM. LINE
- UNDERGROUND STORM/SANITARY SEWER LINE
- CONCRETE
- ASPHALT
- GRAVEL
- CULTIVATED FIELD
- GRASS AREA
- ICE BRIDGE
- STEEL PLATFORM



1 ENLARGED EQUIPMENT LAYOUT
 SCALE: 3/4"=1'-0" (3/4"=2'-0" IF 11X17 SHEET SIZE)



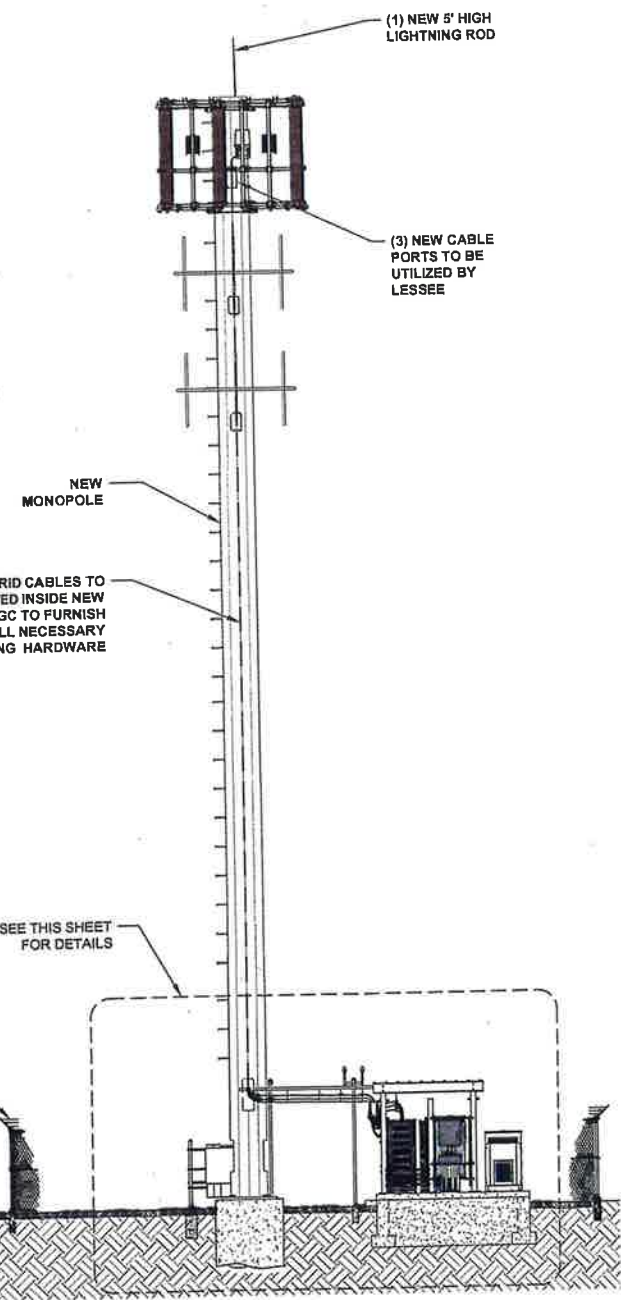
* GENERATOR MODEL SUBJECT TO CHANGE-
 PENDING VZW EQUIPMENT ENGINEERING DETERMINATION

APPROXIMATE CABLE LENGTH (SINGLE RUN) 133' ±

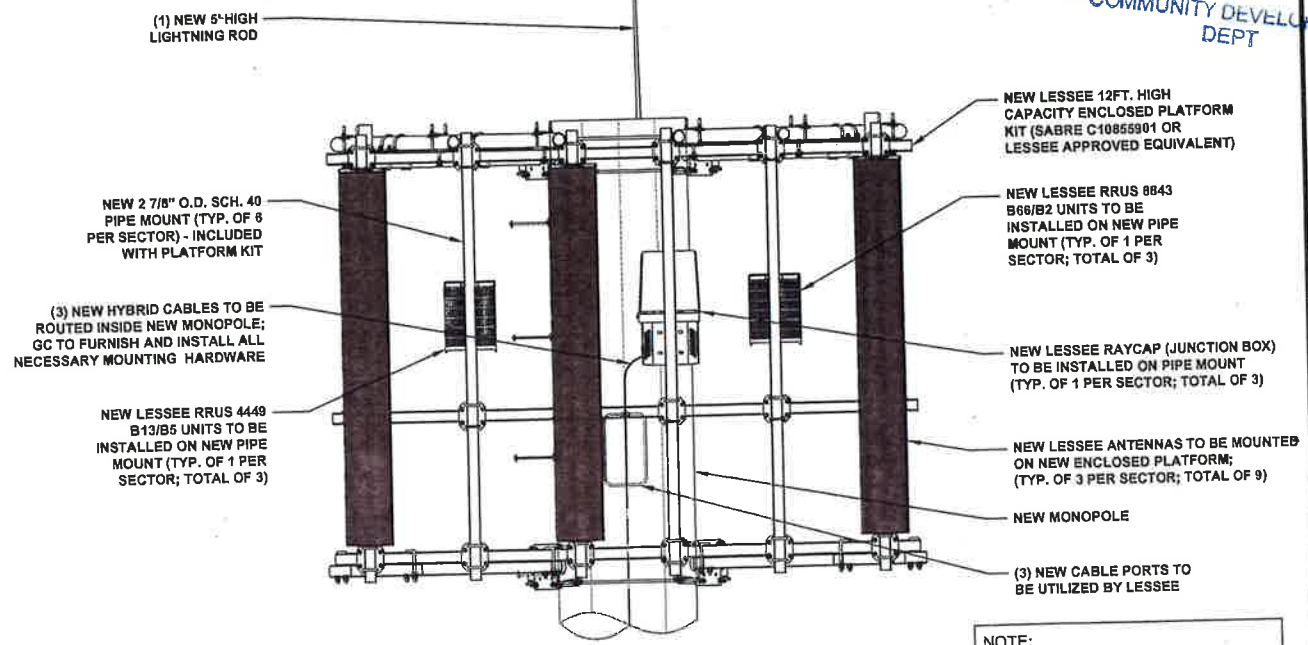
SPECIAL NOTES:

- STRUCTURAL DESIGN & ANALYSIS SHALL BE PERFORMED & APPROVED BY TOWER OWNER AND MANUFACTURER (DESIGN BY OTHERS)
- STRUCTURAL ANALYSIS PERFORMED BY OTHERS. CONTRACTOR TO THOROUGHLY REVIEW THE TOWER STRUCTURAL ANALYSIS FOR INFORMATION PERTAINING TO TOWER, MOUNTING TYPES, ANTENNA HEIGHTS, AND CABLE ROUTING, ANY OTHER DISCREPANCIES BETWEEN THE DRAWINGS, STRUCTURAL ANALYSIS, AND TOWER PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BIDDING AND INSTALLATION.

- TOP OF NEW LIGHTNING ROD (OVERALL TOP OF TOWER)
ELEV. ± 100'-0" (AGL)
ELEV. ± 892' (AMSL)
- TOP OF NEW TOWER
ELEV. ± 95'-0" (AGL)
ELEV. ± 887' (AMSL)
- C.L. OF NEW LESSEE ANTENNAS
ELEV. ± 90'-0" (AGL)
ELEV. ± 882' (AMSL)
- C.L. OF FUTURE CARRIER'S ANTENNAS
ELEV. ± 80'-0" (AGL)
ELEV. ± 872' (AMSL)
- C.L. OF FUTURE CARRIER'S ANTENNAS
ELEV. ± 70'-0" (AGL)
ELEV. ± 862' (AMSL)

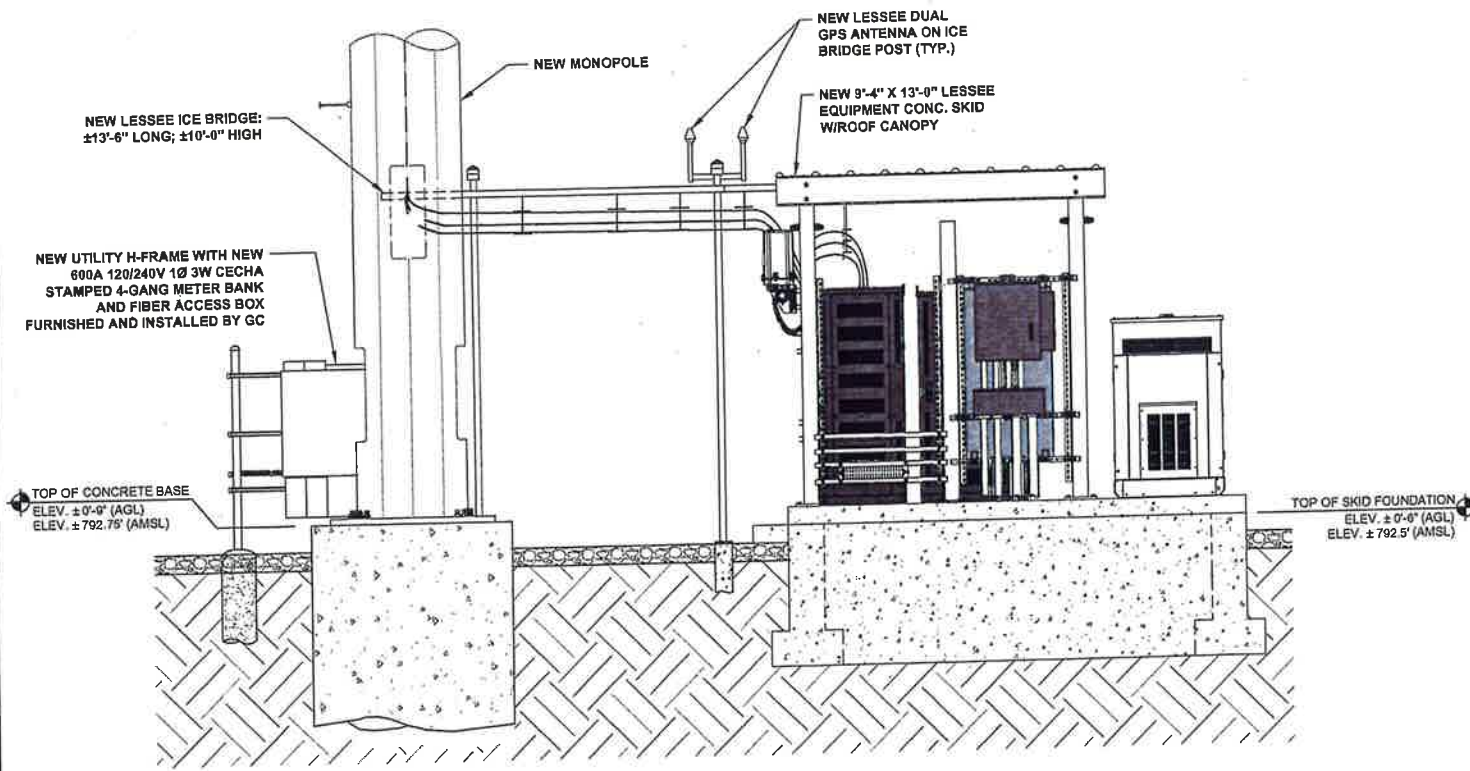


1 TOWER ELEVATION (NORTH)
SCALE: 1/8"=1'-0" (1/8"=2'-0" IF 11X17 SHEET SIZE)



2 ENLARGED ANTENNA ELEVATION DETAIL
SCALE: 1/2"=1'-0" (1/2"=2'-0" IF 11X17 SHEET SIZE)

NOTE:
GC TO CENTER THE ANTENNAS (VERTICALLY) ON THE ANTENNA PIPE MOUNT FOR PROPER LOADING



3 ENLARGED SITE ELEVATION (NORTH)
SCALE: 3/8"=1'-0" (3/8"=2'-0" IF 11X17 SHEET SIZE)

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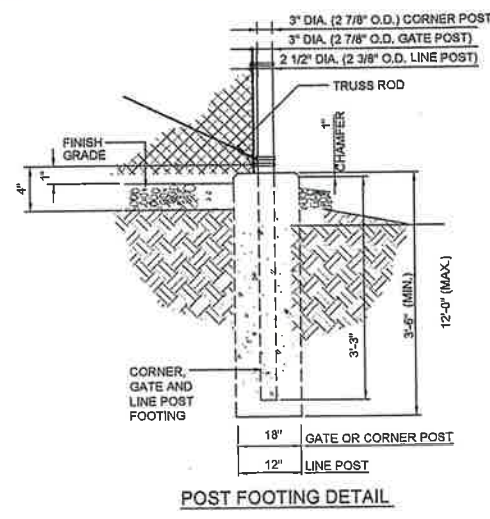
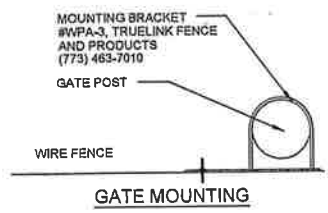
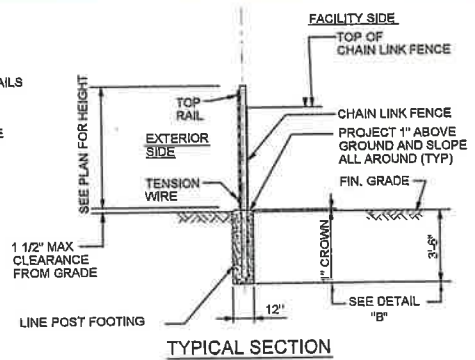
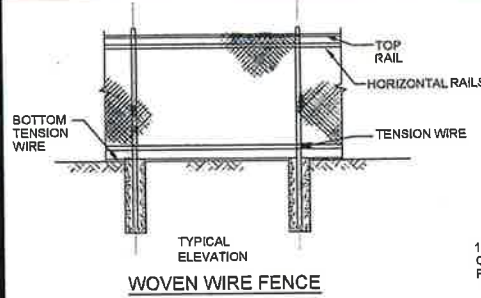
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CLOVERDALE SOUTH
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CAROL STREAM, IL 60188

SHEET TITLE:
SITE ELEVATION

SHEET NUMBER:
A-2

EXHIBIT H



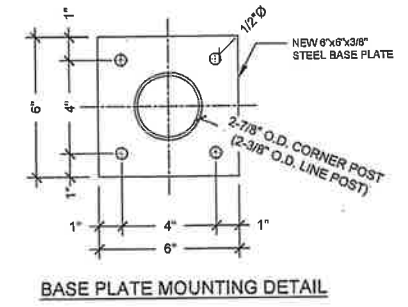
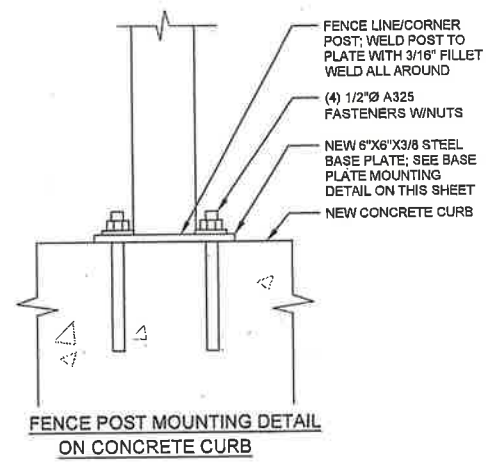
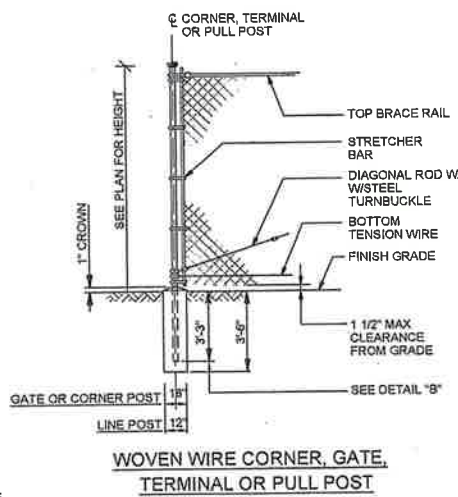
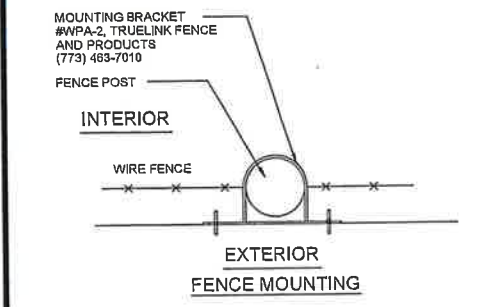
GENERAL NOTES

- NO SCREENING SHALL INTERFERE WITH SIGHT REQUIREMENTS FOR SAFE INGRESS AND EGRESS.
- WEED CONTROL FABRIC SHALL BE USED UNDER ALL AREAS OF THE YARD & DRIVE
- DURING CONSTRUCTION, GENERAL CONTRACTOR WILL COMPLY WITH THE ILLINOIS STANDARD PROCEDURES FOR EROSION CONTROL BASED ON "THE ILLINOIS PROCEDURES FOR URBAN SOIL EROSION AND SEDIMENTATION CONTROL MANUAL", LATEST EDITION.
- CONTRACTOR TO VERIFY LOCATION OF EXISTING BELOW GRADE UTILITIES PRIOR TO CONSTRUCTION.

TYPICAL FENCING NOTES

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F-900)

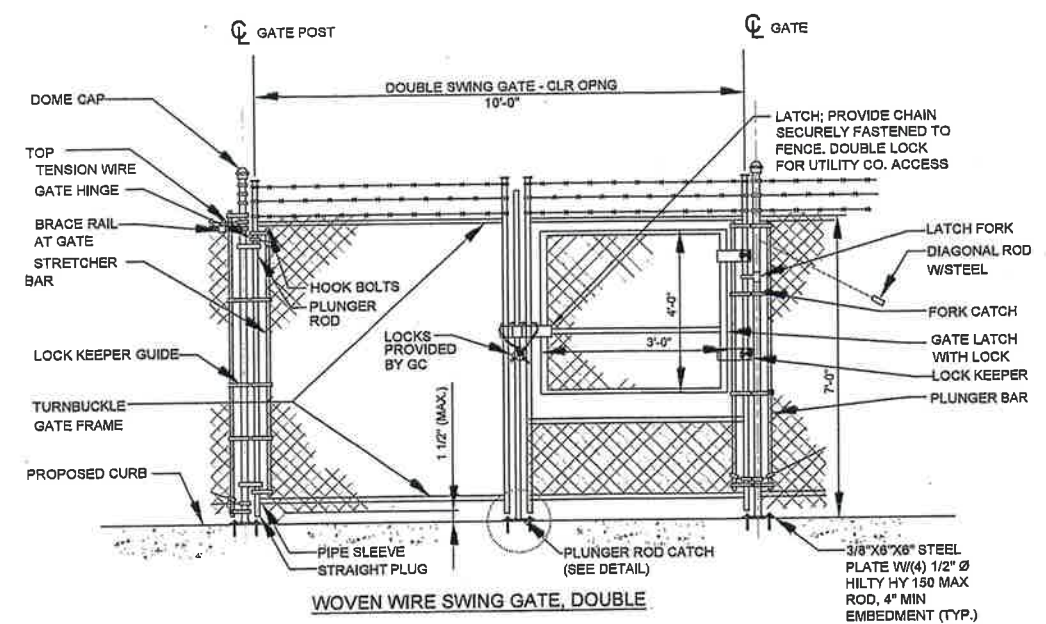
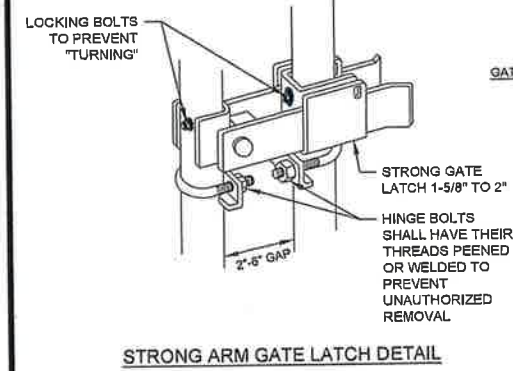
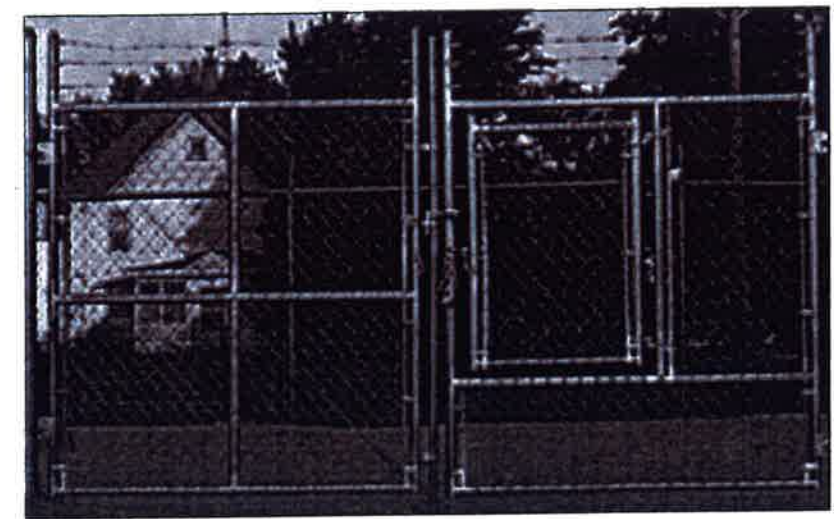
- GATE POST, CORNER, TERMINAL OR PULL POST 2 1/2" Ø SCHEDULE 40 FOR GATE WIDTHS UP THRU 6 FEET OR 12 FEET FOR DOUBLE SWING GATE PER ASTM-F1083.
- LINE POST: 2 1/2" Ø SCHEDULE 40 PIPE PER ASTM-F1083.
- GATE FRAME: 1 1/2" Ø SCHEDULE 40 PIPE PER ASTM-F1083.
- TOP RAIL & BRACE RAIL: 1 5/8" Ø SCHEDULE 40 PIPE PER ASTM-F1083.
- FABRIC: 9 GA. CORE WIRE SIZE 2 1/4" MESH, CONFORMING TO ASTM-A392.
- TIE WIRE: MINIMUM 9 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX 24" INTERVALS.
- TENSION WIRE: 7 GA. GALVANIZED STEEL.
- BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH W/FABRIC 14 GA., 4 PT. BARBS SPACED ON APPROXIMATELY 6" CENTERS.
- GATE LATCH: 1-3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK, KEYS ALIKE FOR ALL SITES IN A GIVEN MTA.
- LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
- HEIGHT = SEE SITE PLAN FOR HEIGHT
- ALL HARDWARE TO BE HOT DIP GALVANIZED.
- ALL MATERIALS ARE FURNISHED, DELIVERED & INSTALLED BY CONTRACTOR.



ATTENTION GC:
ALL VINYL SLATS WITHIN CHAIN-LINK FENCE NOT SHOWN FOR CLARITY



NOTE:
GC TO INSTALL VINYL SLATS ON NEW CHAIN LINK FENCE. BEIGE COLOR, 2-3/8" WIDE, DOUBLE WEAVE



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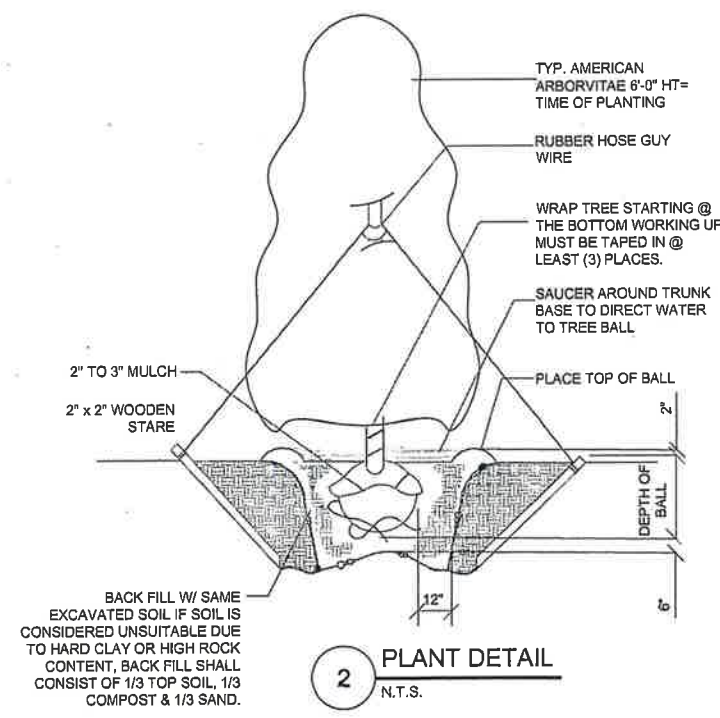
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SHEET TITLE:
CHAIN LINK FENCE DETAILS

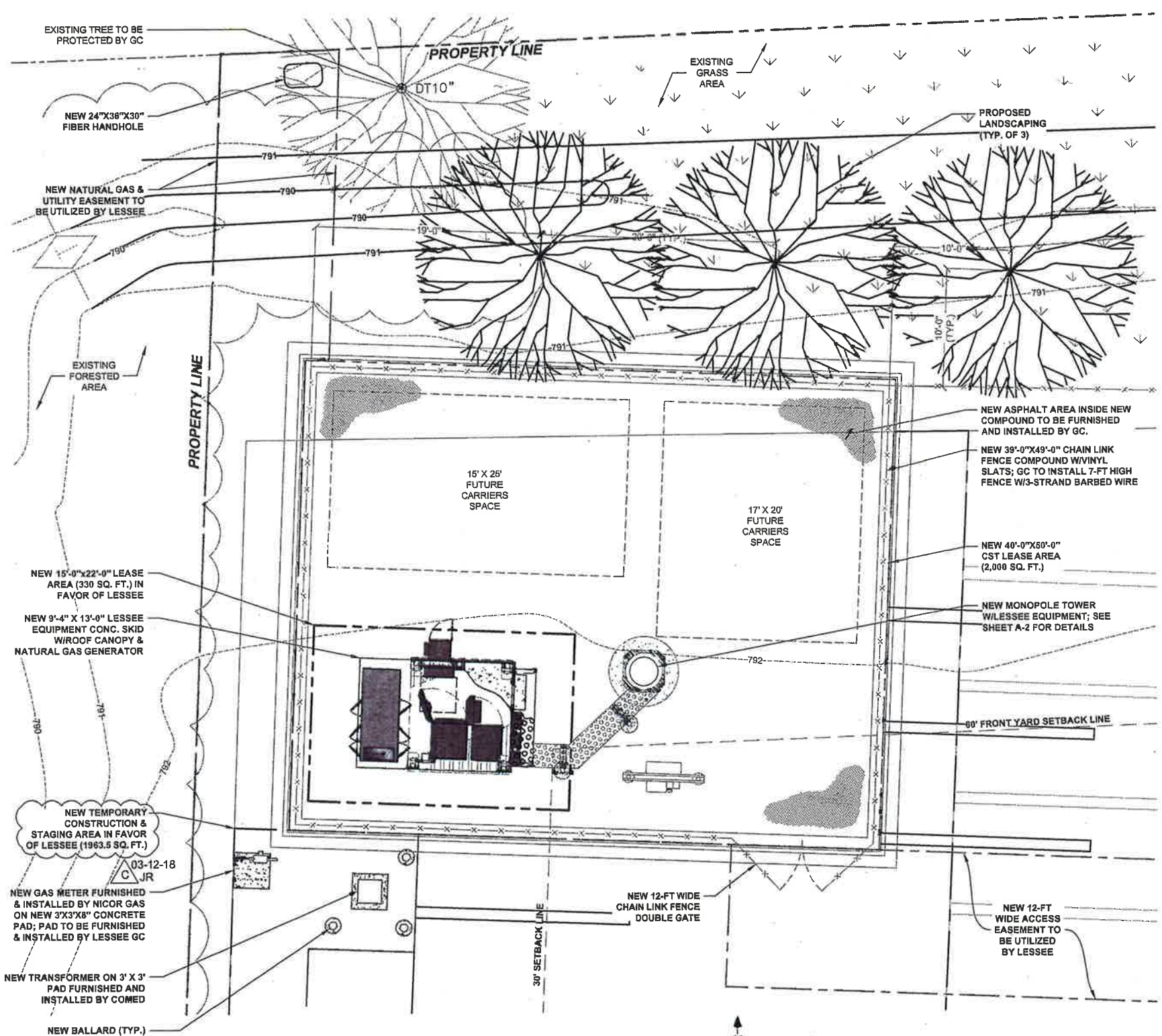
SHEET NUMBER:
A-5



NORWAY SPRUCE



8. ALL STRUCTURES, UTILITIES, PAVEMENT AND TREES NOT DESIGNATED TO BE REMOVED SHALL BE PROTECTED DURING CONSTRUCTION. ANY DAMAGE CAUSED BY THE CONTRACTOR TO ITEMS AND STRUCTURES TO REMAIN SHALL BE REPAIRED TO ORIGINAL CONDITIONS AT NO COST TO THE OWNER.
7. ALL MATERIALS TO BE REMOVED SHALL BECOME THE PROPERTY OF THE CONTRACTOR. DISPOSE IN ACCORDANCE WITH ALL STATE, LOCAL AND FEDERAL GUIDELINES, UNLESS OTHERWISE NOTED.
8. NOTIFY THE APPROPRIATE VILLAGE AGENCIES AT LEAST 2 BUSINESS DAYS PRIOR TO THE START OF ANY WORK AFFECTING VILLAGE PROPERTY
9. COORDINATE THE ADJUSTMENT OF UTILITY STRUCTURES WITH THE APPROPRIATE VILLAGE AGENCIES OR PRIVATE UTILITY. NO WORK TO PUBLIC OR PRIVATE UTILITIES SHALL BE DONE WITHOUT WRITTEN CONSENT BY UTILITY OWNER. ALL UTILITY STRUCTURES TO REMAIN SHALL BE ADJUSTED TO FINISH GRADE UNLESS OTHERWISE NOTED.
10. REPAIR ALL DAMAGED TURF WITH NEW SOD.
11. ALL EXISTING AT GRADE ELEVATIONS OF UTILITY EQUIPMENT INCLUDING, BUT NOT LIMITED TO: CLEAN-OUT, MANHOLE, CATCH BASINS, STRUCTURES, VALVES, VAULT COVERS, ELECTRICAL VAULT COVERS, ELECTRICAL PULL BOXES, ETC. MUST BE ADJUSTED TO MEET NEW FINISH GRADES, UNLESS IDENTIFIED TO BE VACATED OR REMOVED.
12. INSTALL MIN. 6" HEIGHT CONSTRUCTION FENCING AROUND LIMITS OF CONSTRUCTION. MODIFY PLACEMENT OF FENCE TO ACCOMMODATE PHASING OF CONSTRUCTION, EMERGENCY ACCESS AND PEDESTRIAN INGRESS/EGRESS AS NECESSARY. COORDINATE FINAL LOCATION OF FENCE WITH OWNER'S REPRESENTATIVE TO PROVIDE SAFETY AND ACCESS AS REQUIRED DURING CONSTRUCTION. ALL CONSTRUCTION FENCING SHALL HAVE WINDSCREEN.
13. SAWCUT TO REMOVE PAVEMENT TO NEAREST JOINT, IF APPLICABLE
14. REVIEW CONSTRUCTION STAGING AND ENTRANCE WITH PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
15. PATCH, PAINT AND REPAIR FENCE PER SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ALL FENCE WITHIN SITE.



1 LANDSCAPING PLAN
SCALE: 3/16"=1'-0" (3/16"=2'-0" IF 11X17 SHEET SIZE)

TAG	BOTANICAL NAME /SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT	TOTAL
1	PICEA ABIES	NORWAY SPRUCE	6'	CONT.	3

- NOTES
1. PRIOR TO CONSTRUCTION, INSPECT TREE PROTECTION MEASURES.
 2. ALL UTILITIES SHALL BE FIELD LOCATED A MINIMUM OF 2 BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. ANY DISCREPANCIES WITH THIS DRAWING SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. CALL JULIE 1-800-892-0123.
 3. PLACE TREE PROTECTION FENCING AT THE DRIP LINE OF TREES. TREE PROTECTION FENCING SHOWN ON PLANS FOR REFERENCE ONLY.
 4. PROTECT ALL EXISTING UTILITY STRUCTURES UNLESS SHOWN TO BE ABANDONED OR REMOVED.
 5. DEMOLISH AND REMOVE ALL EXISTING MATERIALS AS REQUIRED TO INSTALL AND OPERATE ALL PROPOSED WORK.

CHICAGO SMSA
limited partnership
d/b/a VERIZON WIRELESS

CONCORDIA, LTD
A PROFESSIONAL DESIGN FIRM
LICENSE # 3323-011- D.B.A.

CONCORDIA WIRELESS, INC.
361 RANDY ROAD
UNIT 101
CAROL STREAM, IL 60188
MAIN: (847) 981-0801

DRAWN BY: AH	CHECKED BY: PS
CHECKED BY: RH	APPROVED BY: GMS

CST IL-03-1109
PROJECT # 20171614109
LOCATION # 455896
CLOVERDALE SOUTH
505 E NORTH AVE
CAROL STREAM, IL 60188

SHEET TITLE:
LANDSCAPING PLAN

SHEET NUMBER:
L-1 03-12-18 C JR

**VILLAGE OF CAROL STREAM
INTER-DEPARTMENTAL MEMO**

TO: Joe Breinig, Village Manager
FROM: Caryl Rebholz, Human Resources Director *CR*
DATE: March 26, 2018
RE: Non-Union Compensation Adjustments

The following recommendation for the 2018-2019 Compensation Plan reflects the Village's philosophy to maintain comparability in pay and benefit structures within a municipal setting while adhering to strict fiscal accountability. The Village continues to strive to maintain just and equitable compensation when compared against both external and internal data.

In evaluating compensation, each non-union position is first evaluated based on the market. To establish market level with regard to compensation, comparable communities are asked for the minimum and maximum salary for all positions similar to those of the Village of Carol Stream¹. Each community's data is evaluated for position similarity, and then the minimum and maximum are assessed. Upon completion of this process, formulas are applied to calculate both the average and the upper one-third level of maximum salaries by position. The current maximum salary for each Village position is then evaluated against this range.

In addition to the evaluation of position ranges, comparable communities are asked for their anticipated or actual general wage adjustment for the upcoming year. This information, along with internal union settlements, the consumer price index (CPI) and the employment cost index (ECI) are analyzed, and a general wage adjustment recommendation is made.

Finally, communities are asked for salary data related to performance based increases. Each community's data is calculated, to determine an average adjustment for performance. This average, along with all other budgetary factors is used to prepare a recommendation in this area.

Below are the results of this analysis.

Compensation Recommendations

1. All position ranges are generally in line with the current market.
2. With regard to a general wage adjustment, there are multiple factors used in evaluating this recommendation, including adjustment which will be provided by comparable communities, union settlements, the Consumer Price Index (CPI), and the Employment Cost Index (ECI). A synopsis of this year's data is listed below:

¹ For the purpose of this report, data was collected as of January 2018.

- ❖ The average general wage adjustment anticipated by our comparable communities is 2.2%.
- ❖ The General Wage Adjustment provided for in the Service Employees International Union (SEIU) contract is 2.5% on May 1, 2018.
- ❖ The General Wage Adjustment provided for in the Metropolitan Alliance of Police (MAP) contract is 2.5% in addition to a 0.5% equity adjustment on May 1, 2018.
- ❖ Wage adjustments for the Fraternal Order of Police are pending determination through the collective bargaining process.
- ❖ The Consumer Price index for 2017 was 1.7%.
- ❖ The Employment Cost Index for 2017 was 2.6%.

Taking all factors into account, it is recommended that a 2.5% general wage adjustment be provided for all non-union positions. This recommendation allows for internal equity, reducing the likelihood of disparity between positions with similar skill levels, as well as that of supervisors with union employees. Although somewhat above our external comparable data, this difference is off-set by the comparable merit recommendation below. Total cost for this recommendation is estimated at \$160,000.

3. In 2017, a survey of comparable communities confirmed that over 90% continue to provide performance based compensation, with an average possible increase of 2.87%. In addition, internal comparability continues to allow for step increases for all other employee groups covered by a collective bargaining agreement.

At the same time, the Village of Carol Stream has recently been financially impacted due to State reallocation of funds (to itself) as well as the loss of a major sales tax contributor. While it is anticipated that some of this loss will be made up with the addition of new revenue and sales tax contributors, it is too soon to know the overall outcome.

Based on the Village's immediate revenue uncertainty, it is recommended to delay any decision with regard to the funding of a merit increase. As additional revenue information becomes known, the Village will reassess this recommendation.²

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

² This recommendation will also impact employees covered by the Service Employees International Union (SEIU) contract as their language states "Employees shall be eligible for performance based increases in accordance with the Village wide performance incentive compensation then in effect for other Village employees."

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2018-19 EMPLOYEE COMPENSATION PLAN
FOR THE VILLAGE OF CAROL STREAM**

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

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

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

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

SECTION 1: All pay ranges of non-union positions will be increased by 2.5% effective 5/1/18.

SECTION 2: All Village employees actively employed on 5/1/18 who are not represented by a labor organization will receive a 2.5% wage adjustment to their current salary effective 5/1/18 through 4/30/19.

SECTION 3: That the decision on funding for the performance based compensation program for non-union employees will be evaluated at a future date.

SECTION 4: That the 2018-2019 Employee Pay Plan schedule for the Village of Carol Stream, as attached to this Resolution as Attachment "A", shall be adopted by the Village of Carol Stream for all present Village employees, executive and non-executive, who are not represented by a labor organization.

SECTION 5: This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as prescribed by law.

PASSED AND APPROVED THIS 2nd DAY OF APRIL 2018.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

ATTACHEMENT A

Village of Carol Stream 2018-2019 Pay Plan						GWA 2.5%			
Effective May 1 2018		Annual		Monthly		Bi-weekly		Hourly	
	POSITION TITLE	min	max	min	max	min	max	min	max
1	ACCOUNTANT	66,625.02	94,839.89	5,552.09	7903.32	2,562.50	3,647.69	32.03	45.60
2	ACCOUNTS CLERK/PW CLERK	47,688.84	67,884.46	3,974.07	5657.04	1,834.19	2,610.94	22.93	32.64
3	ACCOUNTING MANAGER	80,485.54	114,570.16	6,707.13	9547.51	3,095.60	4,406.54	38.69	55.08
4	ADMINISTRATIVE SEC	52,332.49	74,494.65	4,361.04	6207.89	2,012.79	2,865.18	25.16	35.81
5	ASSISTANT VILLAGE MANAGER	110,492.47	157,284.65	9,207.71	13107.05	4,249.71	6,049.41	53.12	75.62
6	ASST TO VILLAGE MANAGER	74,515.72	106,072.20	6,209.64	8839.35	2,865.99	4,079.70	35.82	51.00
7	ASST VILLAGE ENGINEER	87,390.06	124,398.66	7,282.50	10366.55	3,361.16	4,784.56	42.01	59.81
8	BUILDING MAINTENANCE EMPLOYEE	55,476.63	78,970.29	4,623.05	6580.86	2,133.72	3,037.32	26.67	37.97
9	BUILDING MAINTENANCE SUPERVISOR	73,629.19	104,810.24	6,135.77	8734.19	2,831.89	4,031.16	35.40	50.39
10	CIVIL ENGINEER II	74,440.19	105,964.69	6,203.35	8830.39	2,863.08	4,075.56	35.79	50.94
11	CODE PROFESSIONAL I	69,871.44	99,461.12	5,822.62	8288.43	2,687.36	3,825.43	33.59	47.82
12	CODE PROFESSIONAL II	63,146.21	89,887.85	5,262.18	7490.65	2,428.70	3,457.22	30.36	43.22
13	COMMANDER	130,816.92	133,047.41	10,901.41	11087.28	5,031.42	5,117.21	62.89	63.97
14	COMMUNITY DEVELOPMENT DIR	110,807.69	157,733.36	9,233.97	13144.45	4,261.83	6,066.67	53.27	75.83
15	CST / RCFL	49,164.72	69,985.37	4,097.06	5832.11	1,890.95	2,691.74	23.64	33.65
16	DEPUTY POLICE CHIEF	104,025.40	148,078.87	8,668.78	12339.91	4,000.98	5,695.34	50.01	71.19
17	DEVELOPMENT SERVICES MANAGER	80,485.51	114,570.12	6,707.13	9547.51	3,095.60	4,406.54	38.69	55.08
18	ENGINEERING INSPECTOR	66,539.53	94,718.19	5,544.96	7893.18	2,559.21	3,643.01	31.99	45.54
19	ENGINEERING SERVICES / IT DIRECTOR	101,116.62	143,938.25	8,426.39	11994.85	3,889.10	5,536.09	48.61	69.20
20	EVIDENCE CUSTODIAN	52,983.30	75,421.07	4,415.27	6285.09	2,037.82	2,900.81	25.47	36.26
21	FACILITIES TECHNICIAN	54,079.91	82,317.63	4,506.66	6859.80	2,080.00	3,166.06	26.00	39.58
22	FINANCE DIRECTOR	115,750.63	164,769.59	9,645.89	13730.80	4,451.95	6,337.29	55.65	79.22
23	GARAGE/STREETS/UTILITIES SUPERVISOR	78,878.53	112,282.61	6,573.21	9356.88	3,033.79	4,318.56	37.92	53.98
24	HUMAN RESOURCES DIRECTOR	101,829.12	144,952.49	8,485.76	12079.37	3,916.50	5,575.10	48.96	69.69
25	HUMAN RESOURCES GENERALIST	60,428.83	86,019.68	5,035.74	7168.31	2,324.19	3,308.45	29.05	41.36
26	IT TECHNICIAN / DATABASE DEVELOPER	61,768.02	87,926.01	5,147.34	7327.17	2,375.69	3,381.77	29.70	42.27
27	IT ENGINEER	75,202.83	107,050.29	6,266.90	8920.86	2,892.42	4,117.32	36.16	51.47
28	OFFICE MANAGER	54,949.06	78,219.30	4,579.09	6518.28	2,113.43	3,008.43	26.42	37.61
29	PERMIT SYSTEMS COORDINATOR	52,332.45	74,494.59	4,361.04	6207.88	2,012.79	2,865.18	25.16	35.81
30	PLANNING & ECONOMIC DEVELOPMENT MGR	80,485.51	114,570.12	6,707.13	9547.51	3,095.60	4,406.54	38.69	55.08
31	POLICE CHIEF	117,345.18	167,039.41	9,778.77	13919.95	4,513.28	6,424.59	56.42	80.31
32	PUBLIC WORKS DIRECTOR	114,780.42	163,388.49	9,565.03	13615.71	4,414.63	6,284.17	55.18	78.55
33	RECORDS CLERK	44,594.99	63,480.42	3,716.25	5290.03	1,715.19	2,441.55	21.44	30.52
34	RECORDS SUPERVISOR	69,173.99	98,468.32	5,764.50	8205.69	2,660.54	3,787.24	33.26	47.34
35	SECRETARY	48,459.84	68,981.97	4,038.32	5748.50	1,863.84	2,653.15	23.30	33.16
36	SOCIAL SERVICES SUPERVISOR	74,525.55	106,086.19	6,210.46	8840.52	2,866.37	4,080.24	35.83	51.00
37	SOCIAL WORKER / MGMT ANALYST	65,373.26	93,058.02	5,447.77	7754.83	2,514.36	3,579.15	31.43	44.74
38	STORMWATER ADMINISTRATOR	74,395.76	105,901.44	6,199.65	8825.12	2,861.38	4,073.13	35.77	50.91
39	SUPERINTENDENT OF OPERATIONS	88,776.54	126,372.30	7,398.05	10531.03	3,414.48	4,860.47	42.68	60.76
40	TRAINING CO/BUDGET ANALYST/CAS	59,163.74	84,218.85	4,930.31	7018.24	2,275.53	3,239.19	28.44	40.49

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

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

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

DATE: March 27, 2018

RE: **Agenda Item for the Village Board meeting of April 2, 2018**
Easement Encroachment Request – 690 E. North Avenue / Northwestern Medicine.

Northwestern Medicine, lessee at 690 E. North Avenue property, and Karoun Holdings, LLC, owner of the 690 E. North Avenue property, request approval of an Easement Encroachment. Attached please find a letter dated September 19, 2017 from Andrea Harnden on behalf of Northwestern Medicine requesting the encroachment. Northwestern Medicine proposes to replace an existing monument sign along North Avenue, and the proposed sign will be located within the Village of Carol Stream watermain easement (as is the existing sign). Below is background information about the sign location:



- A sign variation was approved in May 1992 to allow for an off-premise sign, in order for a monument sign to be installed for the 690 E. North Avenue property on the 680 E. North Avenue property. As originally platted, the 690 property was landlocked and situated to the south of the 680 property, and had no direct frontage along North Avenue.
- A 20-foot wide watermain easement agreement was established between the Village and the 690 property owner in April 1994. The watermain was constructed under the sign and within the utility easement.
- In April 2008, the 680 and 690 properties were re-subdivided (Jon Resubdivision), in order to allow monument signs for both lots along North Avenue (there is a “notched-out” area along

North Avenue where the sign is located). In addition, the re-subdivision allowed the 690 property to have direct frontage along North Avenue.

As stated above, Northwestern Medicine proposes to install a new sign in approximately the same location as the existing sign. The proposed sign will be shifted south approximately five feet, since the existing sign also encroaches into the North Avenue right-of-way. The Village Attorney has drafted an Easement Encroachment Agreement which has been signed by Northwestern Medicine and the property owner, which stipulates the terms and conditions of allowing the new monument sign within the easement, responsibility of sign maintenance and repair to the sign held by the lessee, insurance and indemnification obligations, and a termination clause should the sign be removed by the lessee or if there is a default on any provision of the Agreement. Furthermore, the Engineering Services and Public Works Departments have reviewed the request and support the proposed monument sign encroaching in the watermain easement. The applicant also obtained signoffs from all other applicable utility companies regarding the encroachment.

The required documentation for the easement encroachment application has been submitted. Attached are the Easement Encroachment Application, cover letter dated September 19, 2017, signed Easement Encroachment Agreement with Indemnification Agreement, signoffs from utility companies, and site plan denoting the location of the proposed sign. It should be noted that the Plan Commission/Zoning Board of Appeals granted North Avenue Corridor Review Approval of the proposed sign at their February 26, 2018 meeting by a vote of 5-0.

Staff recommends that the request be approved subject to the condition that the Easement Encroachment Agreement be recorded against the property. If the Village Board concurs with the staff recommendation, they should approve the resolution for the new monument sign for Northwestern Medicine at 690 E. North Avenue to encroach within the easement subject to the condition that the Easement Encroachment Agreement be recorded against the property.

ec: Andrea Harnden, Northwestern Medicine (via email)
Cody Stice, Northwestern Medicine (via email)
Robert Hill, Northwestern Medicine (via email)
Dawn Wiechowski, Alter Asset Management (via email)

RESOLUTION NO. _____

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN EASEMENT ENCROACHMENT AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM, KAROUN HOLDINGS, LLC, AND CENTRAL DUPAGE HOSPITAL ASSOCIATION (NORTHWESTERN MEDICINE) FOR THE INSTALLATION OF A MONUMENT SIGN AT 690 E. NORTH AVENUE

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Easement Encroachment Agreement with Karoun Holdings, LLC, owner of the property at 690 E. North Avenue, and Central DuPage Hospital Association (Northwestern Medicine), lessee at 690 E. North Avenue, in the form of an agreement attached hereto as Exhibit "A", and by this reference incorporated herein, for the installation of a new monument sign.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the Easement Encroachment Agreement, in the appropriate form, attached hereto as Exhibit "A".

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

PASSED AND APPROVED THIS 2nd DAY OF APRIL, 2018.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro-Tem

ATTEST:

Laura Czarnecki, Village Clerk

**THIS DOCUMENT WAS PREPARED
BY, AND AFTER RECORDING
RETURN TO:**

Klein Thorpe & Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, IL 60606
Attn: James A. Rhodes

[The above space for recording purposes]

EASEMENT ENCROACHMENT AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of March, 2018, by and among Karoun Holdings, LLC, a Washington limited liability company, (the "Owner"), Central DuPage Hospital Association, (the "Lessee") and the Village of Carol Stream, an Illinois Municipal Corporation, (the "Village")(hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Owner is the Owner of a certain parcel of real property commonly known as 690 E. North Avenue, Carol Stream, Illinois, as more particularly described in Exhibit A (the "Property") attached hereto and made a part hereof and leased a portion of the Property to the Lessee (the "Leased Property"); and

WHEREAS, the Lessee desires to construct a new monument sign within a twenty (20) foot wide easement located upon the Property, (the "Encroachment") as more particularly shown on the site plan attached hereto and made a part hereof as Exhibit B (the "Encroachment Area"); and

WHEREAS, the Owner has consented to the construction of the Encroachment within the Encroachment Area located upon the Property; and

WHEREAS, the Owner and Lessee have requested that the Village consent to the Encroachment; and

WHEREAS, the Village has agreed to consent to the Encroachment in accordance with the terms and conditions of this Easement Encroachment Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the Recitals set forth above, the mutual covenants herein contained, and such other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

I. ENCROACHMENT APPROVAL

Subject to the terms and conditions of this Agreement, the Village hereby consents to the Encroachment located within the Encroachment Area as depicted upon Exhibit B, attached hereto. The grant of consent to the Encroachment shall be solely and exclusively for the construction, installation, maintenance and repair of the Encroachment and does not expressly or implicitly grant, confer, convey or create any other right or interest in favor of the Owner or the Lessee. The grant of consent for the Encroachment shall not constitute nor shall be deemed to constitute a waiver of any rights that the Village or any public utility company shall otherwise possess in the easement or the Encroachment Area.

II. INSTALLATION, MAINTENANCE AND REPAIR OF THE MONUMENT SIGN

A. The Lessee shall install the Encroachment or cause the installation of the Encroachment to be performed (the "Work") in accordance with the Sign Plan attached hereto as Exhibit C and such other plans, specifications and other requirements of the Village as approved by the Village and in accordance with all applicable laws, rules, regulations, ordinances, codes, statutes and governmental restrictions. All work shall be conducted in a good workmanlike manner, free of all defects.

B. The Lessee shall maintain the monument sign in a defect-free condition and in accordance with all applicable laws, rules, regulations, ordinances, codes, statutes and governmental restrictions, during the term of this Agreement. All Work shall be performed in a good and workmanlike manner. Upon completion of any subsequent repair or maintenance, the Lessee shall return the Encroachment Area to its prior safe and defect-free condition.

C. Nothing set forth herein shall allow the Lessee or the Owner the use of any portion of the easement other than the Encroachment Area.

D. No other improvements or alterations, revisions, or modifications to the Work shall be allowed, except pursuant to written agreement or amendment approved by the Village.

E. The Lessee shall be responsible for any and all costs of restoring any disturbances of or any damage to the Encroachment Area, the utilities located therein, or any other portion of the easement caused by the Lessee or its officers, agents, employees, lessees, contractor subcontractors, successors or assigns, to the reasonable satisfaction of the Village. In the event the Lessee fails, in a timely manner, to restore any disturbances or make any and all repairs of the Encroachment Area as set forth above, the Village may make such restoration or repairs. In the event the Village makes such restorations or repairs, the Lessee agrees to pay the costs of such restoration or repairs upon written demand.

F. If the Village, in its sole discretion, determines that further existence or use of the Encroachment Area is, or will be, hazardous to the public or to the utilities located within the Encroachment Area, Lessee agrees, upon written notice by the Village, to make modifications to the Encroachment or to remove the Encroachment at the Lessee's sole expense as required by the Village. In the event the Lessee fails to make required modifications or remove the Encroachment within a reasonable time frame or the Lessee fails to begin working expeditiously to make such modifications or to remove the Encroachment, the Village may make the modifications or remove the Encroachment. In the event the Village makes the modifications or removes the Encroachment, Lessee agrees to pay the costs of such modifications or removal upon written demand to the Village. Lessee and Owner release and waive all rights and claims of any kind against the Village arising out of the Village's modifications to or removal of the Encroachment.

G. Lessee acknowledges that it may become necessary for the Village to remove the Encroachment in order to affect repairs or other maintenance to the utilities located within the Encroachment Area and, therefore, agrees that the Village may remove the Encroachment when the Village, in its sole discretion, determines such work is necessary in order to perform such repairs or maintenance. The Village shall not be responsible for any damage or destruction to the Encroachment which occurs during this process. Such work by the Village may be without prior notice to the Lessee or Owner; however, Village shall endeavor to give at least 30 days' prior written notice where possible. Lessee agrees to reimburse the Village for any costs incurred by the Village in removing the Encroachment and also agrees that Lessee shall be solely responsible for all costs and expenses of restoring the land or replacing the Encroachment following completion of any work by the Village.

H. Lessee and Owner waive all rights and claims of any kind against the Village arising out of the Village's restoration or repair of the Encroachment Area.

III. INDEMNIFICATION

The Lessee shall indemnify, defend and save harmless the Village, and its officers, agents and employees, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character or kind whatsoever, brought because of any injuries or damages incurred or sustained by any person, persons or property arising or purportedly arising directly or indirectly from the Encroachment or the negligent or willful actions or inactions of the Lessee or Lessee's officers, agents or employees relative to the Encroachment or under this Agreement.

The Owner shall indemnify, defend and save harmless the Village, and its officers, agents and employees, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character or kind whatsoever, brought because of the negligent or willful actions or inactions of the Owner or Owner's officers, agents or employees relative to the Encroachment or under this Agreement.

IV. INSURANCE

The Lessee shall obtain and continuously maintain comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) naming the Village and its officers, agents and employees as additional insureds, with limits against bodily injury and property damage of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate, written on an occurrence basis (to accomplish the above-required limits, an umbrella excess liability policy may be used). Said insurance policy(ies) shall be primary to any insurance obtained by the Village. From time to time, at the request of the Village, the Lessee shall furnish proof to the Village that the premiums for such insurance have been paid and the insurance is in effect, by tendering paid receipts and a certificate(s) of insurance to the Village. The insurance coverage described above is the minimum insurance coverage that the Lessee shall obtain and continuously maintain relative to the Encroachment and this Agreement. All insurance required by this Section shall be obtained and continuously maintained through responsible insurance companies selected by the Lessee, that are authorized under the laws of the State of Illinois to assume the risks covered by such policies. Each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the Village at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Lessee must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section.

On the fifth (5th) anniversary of this Agreement, and every five (5) years thereafter, the Village shall have the right to require that the dollar amount of the insurance, referenced above, be increased, based upon the then-current conditions, with any such right to be exercised in the Village's reasonable discretion.

V. TERMINATION

A. This Agreement shall terminate upon the first to occur of the following events.

1. the removal of the Encroachment by the Lessee or Owner;
2. the removal of the Encroachment by the Village as provided herein;
3. a default as provided in Section VII., herein;
4. upon sixty (60) days notice by any Party.

B. Upon termination of this Agreement, the Lessee shall remove the Encroachment and shall restore the Encroachment Area in a safe and defect-free condition within thirty (30) days of the date of termination. All areas of the Encroachment Area shall be properly graded and seeded. Should the Lessee fail to remove the Encroachment or properly restore the Encroachment Area, the Village shall have the right to remove the Encroachment and properly restore the Encroachment Area. Lessee agrees to pay the costs of such removal and/or restoration upon written demand of the Village.

C. The Lessee's obligations under Sections III (Indemnification) and IV (Insurance) of this Agreement shall survive termination of this Agreement and shall not be released with respect to any lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character or kind whatsoever, brought because of any injuries or damages incurred or sustained by any person, persons or property arising or purportedly arising directly or indirectly from the Encroachment or the negligent or willful actions or inactions of the Lessee or Lessee's officers, agents or employees relative to the Encroachment prior to the termination of the lease, including any violations by Lessee of the terms and conditions of this Agreement.

VI. TERMINATION OF LESSEE OBLIGATIONS

A. Upon the termination of the lease between the Lessee and Owner for the Leased Property, the Lessee's obligations hereunder may be terminated, provided, however, that such termination may only occur where all necessary repairs and maintenance of the Encroachment have been completed by the Lessee. Owner hereby agrees, in writing, to assume all of Lessee's responsibility and liability under the terms of this Agreement after such lease expiration for as long as the Encroachment remains, provided however, that Lessee will continue to have the obligation to indemnify Owner beyond the termination of the lease for any claims arising out of events occurring prior to termination of the lease, or any extensions thereof, in accordance with the even-dated Indemnification Agreement, by and between Lessee and Owner (therein referred to as "Indemnifying Party" and "Karoun" respectively, which is attached hereto as Exhibit D.

B. Notwithstanding Paragraph A above, the Lessee's obligations under Sections III (Indemnification) and IV (Insurance) of this Agreement shall not be released with respect to any lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character or kind whatsoever, brought because of any injuries or damages incurred or sustained by any person, persons or property arising or purportedly arising directly or indirectly from the Encroachment or the negligent or willful actions or inactions of the Lessee or Lessee's officers, agents or employees relative to the Encroachment prior to the termination of the lease, including any violations by Lessee of the terms and conditions of this Agreement.

VII. DEFAULT

A. The following shall be Events of Default with respect to this Agreement:

1. If any material representation made by the Lessee or the Owner in this Agreement, or in any certificate, notice, demand or request made, in writing and delivered to the Village pursuant to or in connection with this Agreement, shall prove to be untrue or incorrect in any material respect as of the date made.

2. Default by the Lessee or Owner for a period of fifteen (15) days after written notice thereof in the performance or breach of any covenant contained in this Agreement.

B. In the case of an Event of Default hereunder:

1. The Village may terminate this Agreement and order the removal of the Encroachment.

2. The Village may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Event of Default, including, but not limited to, proceedings to compel specific performance of the Lessee's or Owner's obligations under this Agreement. The Village shall be entitled to reasonable attorney fees in the event a court action is filed and the Village is the prevailing Party.

C. The rights and remedies of the Village, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by the Village, at that time or different times, of any other such remedies for the same Event of Default.

D. Any delay by the Village in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the Village should not be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact by the Village, made with respect to any specific Event of Default, be considered or treated as a waiver of the rights by the Village of any future Event of Default hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance of any obligation or any condition under the Agreement shall be considered a waiver of any rights, except if expressly waived in writing.

VIII. REIMBURSEMENT FOR FEES AND EXPENSES

A. As a further condition precedent and inducement to the Village to enter into this Agreement and grant permission, the Lessee agrees to pay and/or reimburse Village for all fees, including but not limited to surveying, grading, and any re-landscaping and re-inspection fees incurred as a result of the Encroachment.

B. In the event of any breach by the Lessee or Owner of any of its covenants, duties, or obligations set forth herein, the Lessee or Owner shall be liable for all court costs and reasonable attorney's fees incurred or sustained by the Village in enforcing and/or terminating this Agreement.

IX. MISCELLANEOUS PROVISIONS

A. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any of the following means: (1) personal service, (2) electronic communications, whether by telex, telegram or telecopy, (3) overnight courier, or (4) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village Manager
Village of Carol Stream

500 N. Gary Avenue
Carol Stream, Illinois 60188

and: Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
Attention: James A. Rhodes

If to Owner:
Karoun Holdings, LLC
Attn: Legal Department
15300 Bothell Way NE,
Lake Forest Park, WA 98155

If to Lessee:
Northwestern Memorial HealthCare
4525 Weaver Parkway
Suite 300
Warrenville, Illinois 60555
Attn: Real Estate

With a copy to:
Northwestern Memorial HealthCare
Office of General Counsel
211 East Ontario Street
Suite 1800
Chicago, Illinois 60611

B. The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to either clause (1) or (2) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (3) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (4) shall be deemed received forty-eight (48) hours following deposit in the mail.

C. Time is of the essence of this Agreement.

D. The Parties agree this Agreement, shall be recorded with the DuPage County Recorder of Deeds. The Lessee shall pay the recording charges.

E. If any provision of this Agreement, or any Section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and any court proceedings between the Parties hereto shall be brought in DuPage County, Illinois. The Parties hereby submit to the jurisdiction of the Sixteenth Judicial Circuit, DuPage County, Illinois and each waives the right to sue or be sued elsewhere. The parties waive any rights to a trial by jury.

G. This Agreement (together with the exhibits attached hereto) is the entire agreement between the Village and the Lessee and the Owner relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village and the Lessee and the Owner, relative to the subject matter hereof, and may not be modified or amended except by a written instrument executed by the Parties hereto. Notwithstanding the foregoing, the Indemnification Agreement shall remain in full force and effect with respect to the subject matter therein, and to the extent any provision contained in this Agreement conflicts with, or is inconsistent with, any provision in the Indemnification Agreement, the provisions contained in the Indemnification Agreement shall govern and control.

H. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other person other than the Village, Lessee and the Owner, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village, Lessee or the Owner, nor shall any provision give any third parties any rights of subrogation or action over or against the Village, Lessee or the Owner. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

I. The provisions of this Agreement shall be binding upon the Village, the Owner, and the Lessee and their respective successors and assigns and shall be considered and are hereby declared as covenants running with the land.

X. EFFECTIVE DATE

The Effective Date for this Agreement shall be the day on which this Agreement is approved by the Village, with said date being inserted on page 1 hereof.

[signatures on following page]

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

Village of Carol Stream,
an Illinois home rule municipal corporation

ATTEST:

By: _____
Mayor

By: _____
Village Clerk

LESSEE:
Central DuPage Hospital Association

Thomas L. Hefty

Digitally signed by Thomas L. Hefty
DN: cn=Thomas L. Hefty, o=Central DuPage Hospital Association,
ou=Office of General Counsel, email=Thomas.Hefty@cdhpa.org, c=IL
Reason: I am a signatory for the document
Location: HMC Office of General Counsel
Date: 2013.05.14 10:39:45-0400

By: Cody Stice
Name: CODY STICE
Title: DIRECTOR, REAL ESTATE

OWNER:

ATTEST:

By: [Signature]

By: [Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF ~~DUPAGE~~)

I, the undersigned, a Notary Public in ^{COOK} ~~DuPage~~ County, in the State of Illinois, do hereby certify that Cody Stice is personally known to me to be the Director of Operations of Central DuPage Hospital Association, an Illinois not-for-profit corporation, and are the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Cody Stice, he/she signed and delivered this instrument, pursuant to authority given by the Board of Directors and as his/her free and voluntary act and the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of March, 2018.

Notary Signature: Megan Hardy [SEAL]



^{Washington}
STATE OF ~~ILLINOIS~~)
) SS
COUNTY OF ~~DUPAGE~~)

I, the undersigned, a Notary Public in ^{King} ~~DuPage~~ County, in the State of ^{Washington} ~~Illinois~~, do hereby certify that Dalia Afk & Sebastian Toth is/are personally known to me to be the Member/Manager and Corporate Counsel of Karun Holdings, LLC, a Washington limited liability Corporation (the "Corporation"), and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Dalia Afk and Sebastian Toth, respectively, of the Corporation, they signed and delivered this instrument and caused the seal of the Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of the Corporation, and as their free and voluntary act, and as the free and voluntary act and deed of the Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of March, 2018.

Notary Signature: Paul Barb [SEAL]

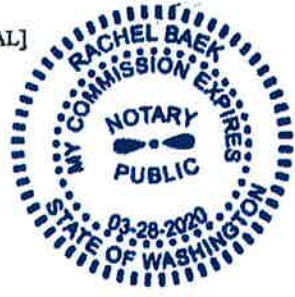


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 1B in Jon Resubdivision, being a Resubdivision of part of the northeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 19, 2008 as Document R2008-81663, in DuPage County, Illinois.

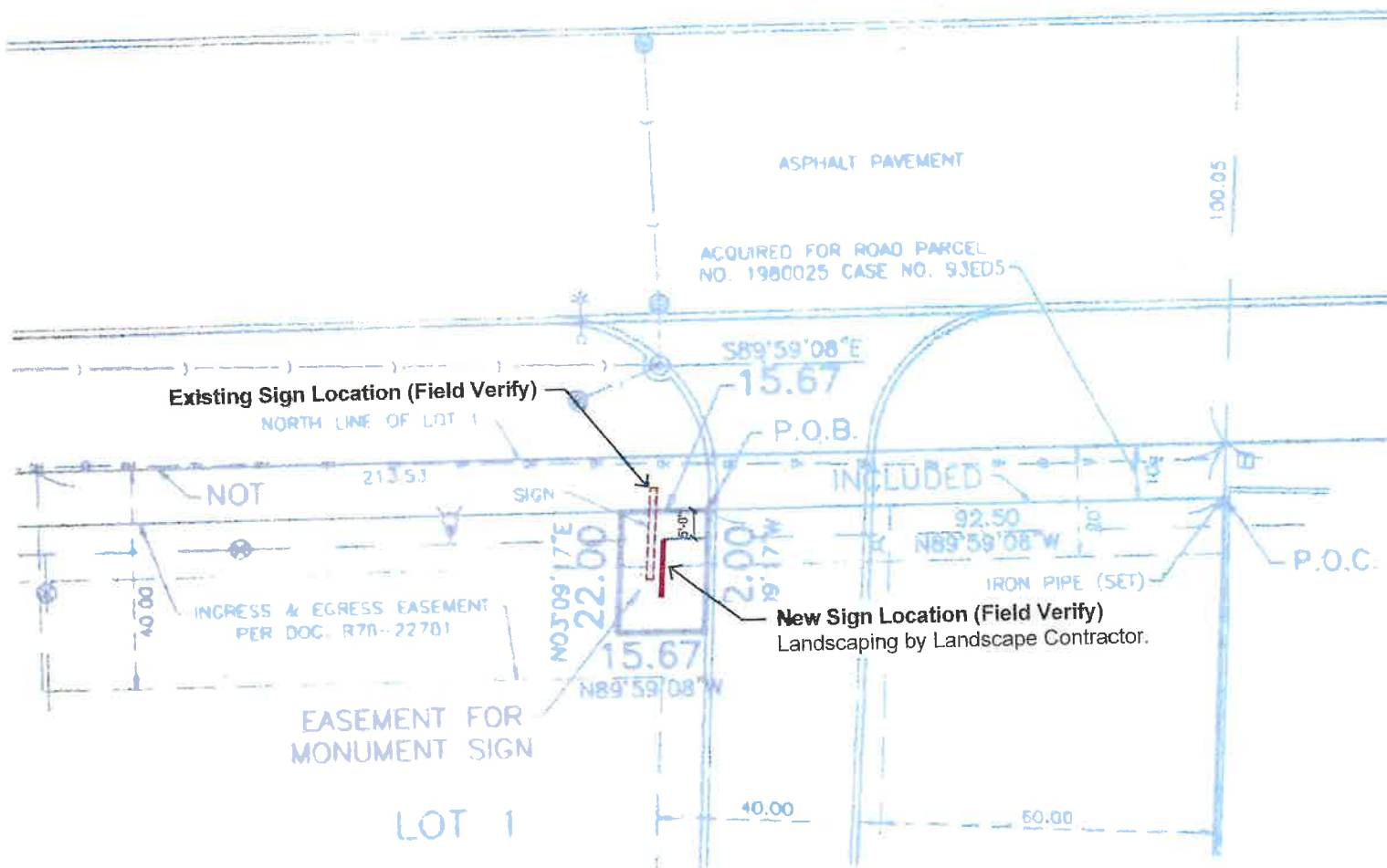
EXHIBIT B
ENCROACHMENT AREA

NORTH

(STATE ROUTE 64)

AVE.

N LINE OF SEC. 4-39-10 & N LINE OF GOV. LOT 2



1 PLAN
SCALE: 1"=20'

DETAIL OF SIGN EASEMENT

KIKU OBATA

Kiku Obata & Company
6161 Delmar Blvd., Suite 200
St. Louis, MO 63112
Office 314.981.3110
Fax 314.261.4716
www.kikuobata.com

Owner:
Northwestern Medicine
251 East Huron St.
Chicago, IL 60611

Author/for Use:
Zoning Review

Issue Date: August 31, 2017

Revision No.	Date	Description	Drawn By
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-
5	-	-	-
6	-	-	-
7	-	-	-
8	-	-	-
9	-	-	-
10	-	-	-

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NM West Region Signage

Carol Stream
650 E. North
Carol Stream, IL

Project Number: 201601300

Monument Sign Location

Drawn by: JFR
Checked by: DI

EXHIBIT C
SIGN PLAN

KIKU OBATA

Kiku Obata & Company
 3161 Delmar Blvd., Suite 300
 St. Louis, MO 63112
 Office 314.361.3110
 Fax 314.361.4716
 www.kikubobata.com

Owner:
 Northwestern Medicine
 251 East Huron St.
 Chicago, IL 60611

Authorizes Use:

Bid

Issue Date: July 11, 2016

Revised:	No.	Date	Description	Drawn By
	1	09/09/17		
	2	10/06/18	Landscaping	DLJR
	3			
	4			
	5			
	6			
	7			
	8			
	9			
	10			

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 property rights reserved.
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NM West Region Signage

Carol Stream
 690 E. North
 Carol Stream, IL

Project Number: 2018013.00

1 - Monument Sign

Drawn by: DLJR
 Checked by: DL

G1-02



Existing



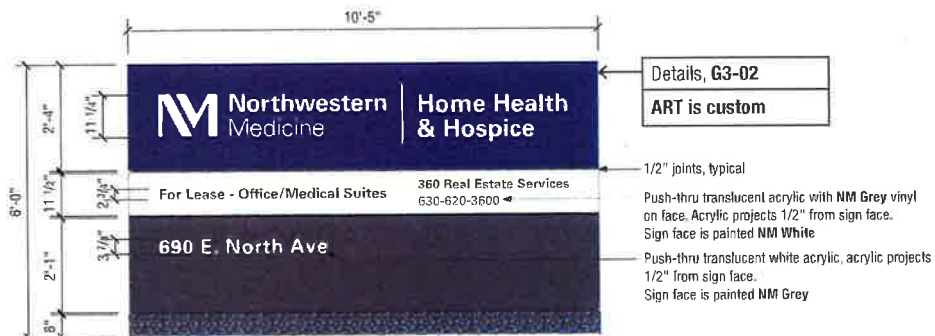
2 **1 Monument Sign**

Landscaping shown per Sebert Landscape drawings 10/3/2016.

Sign Removal / Patch & Repair Note:

Remove existing sign. Prior to installing new sign, determine if existing sign foundation can be used for new sign. If existing foundation can be used, clean and prep for new sign. See page G2-03

This is a 2-sided sign



1 **1 ELEVATION**
 SCALE: 3/8" = 1'-0"

EXHIBIT D
INDEMNIFICATION AGREEMENT

Indemnification Agreement

This Indemnification Agreement (this "Agreement") is entered into as of March 6, 2018, by and between Central DuPage Hospital Association, an Illinois not-for-profit corporation ("Indemnifying Party"), and Karoun Holdings, LLC, a Washington limited liability company ("Karoun").

WHEREAS, Karoun and Indemnifying Party are landlord and tenant respectively under that certain Lease dated 8/21/1991 for the premises described therein (the "Lease").

WHEREAS, Indemnifying Party has submitted a request in the form of a site plan (the "Site Plan" attached hereto as Exhibit B), which is fully incorporated into this Agreement by reference, to the Village of Carol Stream, by extension the Village Board, to grant permission and allow for the construction of a new monument sign (hereinafter the "Encroachment"), per the Site Plan, to be constructed within a 20-foot wide utility easement located along the front of the property located at 690 E. North Avenue, Carol Stream, IL 60188; and

WHEREAS, the Village of Carol Stream conditioned its recommendation to the Village Board to grant permission to construct the Encroachment based on the terms outlined in a letter dated October 5, 2017 and even-dated Easement Encroachment Agreement (the "Village Agreement"), which is fully incorporated into this Agreement by reference.

NOW THEREFORE, in consideration of the mutual covenants and undertakings of the parties set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Assumption of Liability.** Indemnifying Party understand, acknowledges, and agrees, to the maximum extent allowed by law, Indemnifying Party releases Karoun from and assumes any and all risk of loss, damage or injury of any kind to any person or property, including without limitation, the property and parking lot and other property under the control or custody of Indemnifying Party in connection with any acts undertaken or omissions in connection with the Village Agreement and this Agreement. The Indemnifying Party's assumption of risk shall include, without limitation, loss, damage, or injury in the excavation, installation, or construction, and any accident or other casualty occurring in connection with the excavation, installation, or construction, including, but not limited to any noise, vibration or other discharge. Further, Indemnifying Party, hereby waives all claims and demands against Karoun for any loss, damage or injury of Indemnifying Party and/or its officers, directors, affiliates, employees, subcontractors, agents successors, or assigns, in the event that the Encroachment is not constructed in a safe and defect-free condition, or in the event that the Village of Carol Stream, in its sole discretion, removes or orders the removal of the Encroachment, in order to affect repairs or other maintenance, and Indemnifying Party further agrees that Karoun will not be responsible for any damage or destruction to the Encroachment which occurs as a result of this process. Indemnifying Party also agrees to reimburse the Village of Carol Stream for any costs and expenses incurred by the Village of Carol Stream in removing the Encroachment, and Indemnifying Party also agrees to be solely responsible for all costs and expenses of restoring the land or replacing the Encroachment following the completion of any work by the Village of Carol Stream as provided in the Village Agreement. Indemnifying Party acknowledges and agrees that the terms set forth in the Village Agreement to be signed by Karoun constitutes a legally binding contract, and will abide by the terms set forth therein. Moreover, Indemnifying Party agrees to pay and/or reimburse the Village of Carol Stream for all fees including, but not limited to, recording and title charges as well as surveying, grading, and any re-landscaping and re-inspection fees, and any reasonable attorney's fees and/or court costs incurred as a result of the Encroachment or in the event of any breach of any of the covenants, duties, or obligations set forth in the Village Agreement or sustained by the Village of Carol Stream in enforcing and/or terminating the Village Agreement. The provisions of this section shall survive the termination or expiration of this Agreement.

2. **Hold Harmless and Indemnification.** Except to the extent arising from the negligence or willful misconduct of Karoun, its officers, directors, affiliates, employees, subcontractors, agents successors, or assigns, Indemnifying Party, on behalf of itself and its employees, subcontractors, agents, successors and assigns, agrees that it shall be liable for, and shall defend, hold harmless and indemnify Karoun and its affiliates, including each of their employees, subcontractors, agents, successors and assigns, directors, officers, or representatives (collectively, the "Karoun Parties"), against any and all liabilities, losses, obligations, claims, claims by the Village of Carol Stream, damages, awards, judgments or expenses (including costs of investigation and attorney's fees), in each case to the extent incurred or suffered on or after the date hereof in connection with, arising out of, resulting from or incident to any breach of any representation, term, obligation, condition, or covenant outlined in both the Village Agreement and this Agreement.
3. **Termination of Indemnifying Party's Obligations upon Expiration of Lease Term.** The Lease does not provide for exterior signage, but Indemnifying Party has requested and Karoun hereby agrees that notwithstanding Lease Section 16, Indemnifying Party may at its sole cost and expense and pursuant to the terms of the Lease install and maintain exterior signage described below, provided Indemnifying Party enters into this Agreement. Except for claims of indemnification pursuant to this Agreement arising during the term of the Lease, Karoun and Indemnifying Party agree that Indemnifying Party's shall have no indemnification obligation arising on and after the expiration of the Lease term. For the avoidance of doubt, to the maximum extent allowed by applicable law, Indemnifying Party will continue to have the obligation to indemnify Karoun beyond the termination of the Lease, or any extensions thereto, so long as any indemnification claim that is brought pursuant to this Agreement occurred during the Lease term or during any extensions thereto. Karoun and the Indemnifying Party agree that upon the expiration of the Lease term, Indemnifying Party shall remove its signage panel from the sign structure, but that the sign structure installed by Indemnifying Party shall remain and shall become Karoun's property as provided in the Lease, whereupon Karoun shall be solely responsible for such signage and any obligations under the Village Agreement.
4. **Authority.** Each of Indemnifying Party and Karoun represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action and that person(s) executing this Agreement on its behalf has/have full power and authority to enter into this Agreement.
5. **Entire Agreement.** This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.
6. **Counterparts.** This Agreement may be executed by facsimile (including using PDF format) and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
7. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provisions or the remaining provisions of this Agreement.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

[Signatures on next page]

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

**CENTRAL DUPAGE HOSPITAL
ASSOCIATION**

KAROUN HOLDINGS, LLC

By: Cody Stice
Name: Cody Stice
Title: Director, Real Estate
Date: 3/6/18

By: [Signature]
Name: Dalia Alfi
Title: member/manager
Date: 3/6/2018

Thomas L. Hefty

Digitally signed by Thomas L. Hefty
DN: cn=Thomas L. Hefty, o=The Proponent Municipal Health Care
v=Office of General Counsel, ou=Thomas Hefty@PHC.org,
c=IL
Reason: DCC reviewed and approved for PHC signature
Location: PHC Office of General Counsel
Date: 2018.03.06 09:16:11 -0500

Do Not Write in This Space

Date Submitted: 2/14/17

Fee Paid: ✓

Village of Carol Stream

500 N. Gary Avenue • Carol Stream, IL 60188

630/871-6230 • FAX 630/665-1064

e-mail: comdevelop@carolstream.org ■ website: www.carolstream.org

FORM F

EASEMENT ENCROACHMENT APPLICATION

- Name of Applicant Midwest Sign & Lightng, Inc. Phone 708-365-5555
Address 4910 W Wilshire Blvd Country Club Hills, IL. 60478 Fax 708-365-5200
Name of Owner Karoun Holdings, LLC. c/o Alter Asset Management Phone 630-693-1216
(required if other than applicant)
Address 1980 Springer Dr. Lombard, IL. 60188 Fax _____
- Common Address/Location of Property 690 East North Avenue
- Please indicate the type and size (provide dimensions) of the structure that is the subject of this application.
10' 5" x 6'
- Please indicate the type of easement into which you are requesting to encroach upon (public utility, drainage or both).
drainage
- Please explain the background of your request for approval to allow a structure to encroach within an easement.
Replace and install existing monument sign at the location listed above.

6. Have you explored other options as opposed to locating the structure in the easement? For example, have you considered moving the object out of the easement if it is an existing structure?

Yes. Moving the existing sign may pose a hazard due to existing water drainage.

7. Petitioner Certification

I have received a copy of the easement encroachment process handout. I understand that prior to this request being forwarded to the Village Board for a final decision, I must sign and return to the Village the Terms of Approval letter. I will be informed of the time and date of the Village Board meeting at which my request will be decided, and my attendance at this meeting is required.

Cindy Scriptor

Print Name

Cindy Scriptor

Signature

1/5/2017

Date



Northwestern Memorial HealthCare
251 East Huron Street
Chicago, Illinois 60611-2908
312.926.2033
nm.org

September 19, 2017

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

Dear Mayor and Board of Trustees:

This letter is to introduce Northwestern Medicine and address replacing the existing CNS Home Health & Hospice monument sign with a new Northwestern Medicine monument sign in the Village of Carol Stream in the same area. What we are proposing is to install a 6' x 10'-5" aluminum face with push through routed acrylic LED monument sign in place of the existing 6' x 16' monument sign.

The proposed sign location is within the easement defined for the monument sign and is necessary for visibility from the street in order to identify the property/building, which is considerably set back and not visible from the street. Placing the monument elsewhere has been reviewed, but was found if moved it will still end up in the easement or in a retaining area. The property frontage is limited and this area was found to be the only place a monument sign would fit.

Sincerely,

A handwritten signature in cursive script that reads 'Andrea Harnden'.

Andrea Harnden
Manager, System Marketing Integration



Jacalyn M. Frost
262 N. Ottawa St.
Joliet, IL 60432

T: 815-774-6773
F: 815-723-5702
www.jc1243@att.com

August 24, 2017

Northwestern Memorial Healthcare
690 North Ave.
Carol Stream, IL

ATTN: Andrea Harnden

SENT VIA EMAIL ONLY

RE: Sign Placement ~ 690 North Ave., Carol Stream, IL

Dear Ms. Harnden:

Pursuant to your correspondence, this is to inform you that Illinois Bell Telephone company dba AT&T Illinois, and Illinois Corporation has no objection to placing a sign on the property located at:

PROPERTY COMMONLY KNOWN AS: 690 North Ave., Carol Stream, IL

Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, hereby waives its rights to maintain suit for the removal of said encroachment but otherwise retains all of its rights in and to said easement including, but not limited to, the recovery of damages for injury to its plant whether buried or aerial or to its employees cause by you or your agents, employees, contractors, successors or assigns whether resulting from the erection, maintenance or use of said encroachment or otherwise.

Moreover, where said encroachment is located above buried cable or conduit or in close proximity to buried or aerial plant serviced, altered, replaced, modified or maintained by Illinois Bell Telephone Company dba AT&T Illinois, an Illinois corporation, said Company's liability to you for damage to said encroachment resulting from such servicing, alteration, replacement, modification or maintenance is limited to restoring said encroachment to its prior existing state to the extent such can reasonably be done under the circumstances.

Call J.U.L.I.E. before any digging 1-800-892-0123 and please maintain a 48" separation from AT&T's cable.

Sincerely,

Jacalyn M. Frost

Right-of-Way Manager
AT&T Illinois

Cindy Scriptor

From: Miller, Amber <X2AMILLE@southernco.com>
Sent: Friday, January 13, 2017 10:06 AM
To: Cindy Scriptor
Subject: RE: request to nicor
Attachments: 3117042A.pdf

Cindy,

Per our conversation, there is an 8" steel main in close proximity to where you are proposing to place your sign. There would need to be horizontal separation of at least three feet and we would probably want someone from our watch and protect group on site during the dig. Let me know if you have questions.

amber

Amber G. Miller

Land Management Agent
Land Services Department

630.388.2094 office
331.215.3406 mobile
X2amille@southernco.com



From: Cindy Scriptor [<mailto:Cindy@midsign.com>]
Sent: Thursday, January 12, 2017 11:42 AM
To: Miller, Amber <X2AMILLE@southernco.com>
Subject: RE: request to nicor
Importance: High

Amber,

I've attached the survey, plot survey, and artwork of the monument sign that we are replacing. Please let me know if anything else is needed.

Thank You,

Cindy Scriptor

MIDWEST SIGN & LIGHTING, INC.
4910 WILSHIRE BLVD
COUNTRY CLUB HILLS, IL. 60478
PH:708-365-5555



February 2, 2017

Midwest Sign & Lighting, Inc.
4910 Wilshire Blvd
Country Club Hills, IL 60478
ATTN: Cindy Scriptor

**Re: Utility Map Request/ Northwestern Medicine – 690 North Avenue –
Carol Stream, IL - JULIE TICKET NO: 0020247**

Dear Mrs. Scriptor:

Per your request for the above project, I have attached an atlas map showing our existing Underground Cable, (marked in magenta on the map) that is nearest to this address. The underground cable is at the rear of the building on the south side. We do not have any other cable facilities on the property in any direction, especially by the entrance on North Avenue if that is where the replacing of the monument will proceed.

If you have any questions relevant to this information, please feel free to call.

Very truly yours,



Robert L. Schuller Jr.
Central Division Director of Construction

By:



Robert Stoll
Right-of-Way Engineer
(224) 229-5849

Encl. drawings (1) atlas map



Commonwealth Edison Company www.cxefoncorp.com
3 Lincoln Center
Oakbrook Terrace, IL 60181

January 17th, 2017

Cindy Scripter
Midwest Sign & Lighting
4910 Wilshire Blvd.
Country Club Hills, IL 60478

Re: PROPOSED MONUMENT SIGN

Dear Cindy,

This is to inform you that ComEd Company has no objection to the proposed 6' monument sign which will be set approximately 103' west of the east property line and adjacent to the public road right of way know as North Avenue (measurements depicted on the attached Plat of Survey and Exhibit A) of the property described as follows:

Lot 1, except the north 10.00 feet of the east 240.00 feet (as measured along and perpendicular to the north line of said Lot 1) in Job Sub-division, being a Subdivision of Part of the Northeast 1/4 of section 4, Township 39 North Range 10, East of The Third Principal Meridian, according to the Plat thereof recorded march 20, 1978 as Document R78-22781, in DuPage County, Illinois.

Please be advised that ComEd has no objection to the subject encroachment, so long as the encroachment is not increased or enlarged. Additionally, you have the obligation to ensure that the encroaching structure does not impede ComEd's ability to safely access its facilities and does not interfere with ComEd's use, operation and maintenance of its facilities.

The permission herein acknowledged is subject to the Additional Terms and Conditions contained in the attachment to this letter, which terms and conditions shall be binding upon you, and your successors and assigns.

Sincerely,

Mark Cozzi
Real Estate Specialist
630.576-6330

RESOLUTION NO. _____

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

WHEREAS, in the opinion of the corporate authorities of the Village of Carol Stream, Illinois, it is no longer necessary or useful, or for the best interests of the Village of Carol Stream to retain ownership of the personal property described in "Exhibit A"; and

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

WHEREAS, it has been determined by the Mayor and Board of Trustees of the Village of Carol Stream to dispose of the surplus property.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated March 29, 2018.

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

PASSED AND APPROVED THIS 2nd DAY OF APRIL, 2018.

AYES:

NAYS:

ABSENT:

Matthew McCarthy, Mayor Pro Tem

ATTEST:

Laura Czarnecki, Village Clerk

EXHIBIT "A"

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: March 29, 2018
RE: Surplus Declaration

The Department has identified the equipment below to be declared surplus. These items are past their useful life and are considered obsolete for the Department's purposes.

ITEM	COUNT	DISPOSAL METHOD
MULTI QUIP MOONLIGHT WITH STAND	1	AUCTION OR SCRAP
#578 2005 TORO ZERO TURN MOWER	1	SELL OR AUCTION
COBRA STREETLIGHT HEADS- DOMES NO RECEPTACLE MULTI TAP	6	SELL OR AUCTION
COBRA STREETLIGHT HEADS- FLAT GLASS MULTI TAP NO RECEPTACLE	44	SELL OR AUCTION
COBRA STREETLIGHT HEADS- FLAT GLASS 120V NO RECEPTACLE	27	SELL OR AUCTION
#525 STIHL TRIMMER	1	SCRAP
#533 STIHL TRIMMER	1	SCRAP
#534 STIHL TRIMMER	1	SCRAP
#531 HEDGER	1	SCRAP
#530 CONCRETE SAW	1	SCRAP

Staff recommends that these items be declared surplus by the Mayor and Board of Trustees and that the Public Works Director be authorized to dispose of them as indicated above.

Village of Carol Stream
Interdepartmental Memo

DATE: March 27, 2018
TO: Joseph E. Breinig, Village Manager
FROM: Tia Messino, Assistant to the Village Manager
RE: Raffle License Application & Amplification Permit Request

Each year the Village requests and successfully manages a raffle license and a sound amplification permit for Summer in the Center activities. We are requesting a raffle license for a Split-the-Pot (50-50) raffle at eight of the Summer Concerts and a Support Our Troops Split-the-Pot raffle at the Annual Concert for the Troops. We are also requesting approval to amplify prerecorded and live music outdoors at the Ferraro Town Center at the four day summer carnival and the 10 date summer concert series.

Raffle License Application:

During budget discussions, the suggested recipient for the eight Summer Concert 50/50 Raffles was DuPage Senior Citizens Council Meals on Wheels. Staff is seeking direction on whether to move forward with this recipient. The 9th Annual Concert for the Troops is on Thursday, July 19th, proceeds are to benefit the Illinois Chapter of Operation Support Our Troops America. Raffle tickets are sold by Village staff for \$1/chance or 6 chances for \$5 beginning at 6 pm and ending at 7:45 pm with the actual drawing held between the featured band's 1st and 2nd music sets. Staff is requesting the Village board waive both the raffle application fee and manager bond requirement again this year.

Amplification Permit:

Section 15-5-1 of the Village Code requires any party wanting to play amplified music able to be heard over public property to obtain a permit from the Village. An amplification permit application is attached requesting Village Board approval to host the four day Summer Carnival and the ten date Summer Concert Series during which prerecorded and/or live music will be played outdoors at the Ferraro Town Center. As part of this permit request, the Village requests a waiver of the \$25 application fee.

Please include the raffle license application and the Village's amplification permit request for the 14-date summer event season on the upcoming April 2nd agenda for consideration by the Village Board.



Village of Carol Stream

Sound Amplification Permit Application

Permit #

Please thoroughly read the attached local Sound Amplification Ordinance that details the permit procedures and guidelines for use of a sound amplification device.

Applicant Name: Asst. to Tia Messino

Applicant Address: 500 N Gary Ave.

Daytime Phone #: 630-871-6254 Applicant E-mail: tmessino@carolstream.org

Organization Name: Village of Carol Stream

Organization Address: 500 N Gary Ave.

Daytime Phone #: _____ Organization E-mail: _____

Address Where Sound Amplifier Device Will Be Used:

Please provide copy of permit location if Park District property

Town Center 960 N Gary Ave.

Purpose of Event for Sound Amplifier Permit Request:

Concerts/Carnival

Date(s) and Time(s) for Use of Sound Amplifier Permit:

6/7/18, 6/14/18, 6/21/18, 6/28/18, 7/4/18, 7/12/18, 7/19/18, 7/28/18, 8/2/18, 8/9/18

Summer Carnival Dates TBD

PERMIT FEE: \$25.00 per day used at a fixed location or in a moving vehicle. Please return completed permit application and fee payment(s) to:

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL 60188
(630) 871-6250

If non for profit organization, please submit fee waiver request on organization letterhead indicating event, date and time. Fee waiver request and application will be presented to the Village Board. If approved, fee will be waived. Please allow up to 30 days for Board approval.

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on April 2, 2018**

AGENDA ITEM
L-1 4-2-18

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
ABSOLUTE FIRE PROTECTION INC					
BACKFLOW REPAIR FARM HOUSE	958.69	01680000-52244	MAINTENANCE & REPAIR	8927	
	<u>958.69</u>				
ALEXIAN BROTHERS MEDICAL GROUP					
LEAD LEVEL TEST FOR RANGE OFFICER	29.00	01660100-52236	EMPLOYEE SERVICES	646897	
	<u>29.00</u>				
B & F CONSTRUCTION CODE SERVICES, INC					
BLDG PLAN REVIEW 426 ARMY TRL	1,584.00	01643700-52253	CONSULTANT	49020	
SPRINKLER REVIEW- 1160 N GARY AVE	708.34	01643700-52253	CONSULTANT	48994	
	<u>2,292.34</u>				
CHAD PASKEVICZ					
CLOTH ALLOW REIMBURSEMENT	251.50	01662400-53324	UNIFORMS	MAR/2018 CLTH ALLW	
	<u>251.50</u>				
CITY COMMUNICATIONS INC					
FIRE ALARM FOR WATER & MECHANICS GARAGE	1,486.00	01670400-52244	MAINTENANCE & REPAIR	33257	
	<u>1,486.00</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>
COMED					
1015 W LIES RD. TOWER #4	65.53	04201600-53210	ELECTRICITY	2514004009 03/19/18	
1025 LIES RD - CONTROLLER	307.55	01670300-53213	STREET LIGHT ELECTRICITY	6213120002 03-19-18	
106 GOLDENHILL	33.35	01670600-53210	ELECTRICITY	2127117053 03/23/18	
1128 EVERGREEN TRL, LIFT STATION	76.40	04101500-53210	ELECTRICITY	0291093117 02/20/18	
1128 EVERGREEN TRL, LIFT STATION	86.91	04101500-53210	ELECTRICITY	0291093117 03/21/18	
1350 TALL OAKS STATION	55.89	04101500-53210	ELECTRICITY	2073133107 03/20/18	
1415 MAPLE RIDGE CT	33.35	01670600-53210	ELECTRICITY	5838596003 03/21/18	
1415 MAPLE RIDGE CT	33.35	01670600-53210	ELECTRICITY	5838596003 2/20/18	
192 YUMA LN	44.13	01670300-53213	STREET LIGHT ELECTRICITY	0501137042 3/20/18	
333 FULLERTON WELL #3	838.65	04201600-53210	ELECTRICITY	0300009027 02/20/18	
333 FULLERTON WELL #3	1,226.22	04201600-53210	ELECTRICITY	0300009027 3/20/18	
391 ILLINI DR	151.26	01670600-53210	ELECTRICITY	4430145023 3/20/18	
401 TOMAHAWK	63.19	01670300-53213	STREET LIGHT ELECTRICITY	0723076266 03/20/18	
500 N GARY AVE CONSTRUCTION	3,707.14	11740000-55490	VILLAGE HALL RENOVATION	0795333005 3/23/18	
633 THUNDERBIRD TR	113.37	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 03/20/18	
633 THUNDERBIRD TR	204.50	01670300-53213	STREET LIGHT ELECTRICITY	0455095075 2/19/18	
850 LONGMEADOW	23.87	01670600-53210	ELECTRICITY	1865134015 03/20/18	
879 DORCHESTER	23.87	01670600-53210	ELECTRICITY	0803155026 03/20/18	
KUHN RD, CAMERA	41.71	01662300-52298	ATLE SERVICE FEE	4202129060 03/20/18	
MASTER ACCT- 5025	719.03	01670300-53213	STREET LIGHT ELECTRICITY	5853045025 3/22/18	
	7,849.27				
COMPLETE FLEET SERVICE					
REPAIRS TO TRUCK #75	13,047.78	01696200-53353	OUTSOURCING SERVICES	15632	
	13,047.78				

**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>
CONSTELLATION NEW ENERGY					
1 N END THORNHILL	115.30	01670300-53213	STREET LIGHT ELECTRICITY	441150310001	
100 DELLA CT	18.35	01670300-53213	STREET LIGHT ELECTRICITY	440057450001	
1345 GEORGETOWN CONTROLLER	25.31	01670300-53213	STREET LIGHT ELECTRICITY	441523330001	
300 BENNETT DR - LIGHTS	1,957.33	01670300-53213	STREET LIGHT ELECTRICITY	441072590001	
301 ANTELOPE	67.86	01670300-53213	STREET LIGHT ELECTRICITY	441344780001	
391 FLINT	56.86	01670300-53213	STREET LIGHT ELECTRICITY	441350460001	
403 SIOUX	23.06	01670300-53213	STREET LIGHT ELECTRICITY	441343560001	
491 CHEYENNE	22.80	01670300-53213	STREET LIGHT ELECTRICITY	441348230001	
506 CHEROKEE	49.75	01670300-53213	STREET LIGHT ELECTRICITY	441344190001	
512 CANYON TRL	19.98	01670300-53213	STREET LIGHT ELECTRICITY	441340130001	
594 NEZ PERCE CT	67.82	01670300-53213	STREET LIGHT ELECTRICITY	44152892001	
796 PAWNEE	53.52	01670300-53213	STREET LIGHT ELECTRICITY	441349280001	
880 PAPOOSE CT	113.92	01670300-53213	STREET LIGHT ELECTRICITY	441344400001	
990 DEARBORN	63.17	01670300-53213	STREET LIGHT ELECTRICITY	441340860001	
	<u>2,655.03</u>				
COSTCO WHOLESALE					
REFRESHMENTS FOR ORAL BOARDS	19.97	01510000-52228	PERSONNEL HIRING	807400013011	
	<u>19.97</u>				
DUPAGE COUNTY DIVISION OF TRANSPORTATION					
PERMIT TO INSTL SIGNS	400.00	01670100-52234	DUES & SUBSCRIPTIONS	AP180152	
	<u>400.00</u>				
DUPAGE COUNTY RECORDER					
EASEMENT RECORDINGS	122.00	01580000-52233	RECORDING FEES	201803230095	
	<u>122.00</u>				
DUPAGE WATER COMMISSION					
WATER PURCH - FEB/2018	442,996.64	04201600-52283	DUPAGE CTY WATER COMMISSION	12079	
	<u>442,996.64</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>
EXCEL LTD INC					
CAB LOCKS	54.18	01670300-53215	STREET LIGHT SUPPLIES	17696	
	<u>54.18</u>				
GOVTEMPSUSA LLC					
ACCOUNTS CLERK -W/E 3/11 & 3/18	2,688.00	01612900-52253	CONSULTANT	2487847	
OFFICE MGR W/E 3/11 & 3/18	3,003.20	01590000-52253	CONSULTANT	2487848	
	<u>5,691.20</u>				
I R M A					
FEBRUARY DEDUCTIBLE	6,013.12	01590000-52215	INSURANCE DEDUCTIBLES	16666	
UNDERGROUND STORAGE TANKS	4,652.25	01690100-52400	GENERAL INSURANCE	10476	
	<u>10,665.37</u>				
ILLINOIS DEPT OF AGRICULTURE					
N TECHTER & DAVENPORT 3 YR CONTRACT	120.00	01670400-52234	DUES & SUBSCRIPTIONS	PECTICIDE LIC RNWL	
	<u>120.00</u>				
INDUSTRIAL ORGANIZATIONAL SOLUTIONS INC					
WRITTEN EXAM ADMIN-SERGEANT	4,030.00	01510000-52228	PERSONNEL HIRING	C41892A	
	<u>4,030.00</u>				
JOHN L FIOTI					
LOCAL PROSECUTION - MARCH	250.00	01570000-52238	LEGAL FEES	C S 113	
LOCAL PROSECUTION - MARCH	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 113	
	<u>500.00</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES FEB/2018	756.00	04200100-52238	LEGAL FEES	194530 3/12/18	
LEGAL SERVICES FEB/2018	861.00	01510000-52238	LEGAL FEES	194530 3/12/18	
LEGAL SERVICES FEB/2018	7,961.65	01570000-52238	LEGAL FEES	194530 3/12/18	
	<u>9,578.65</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>
MARK RADABAUGH					
VLG BOARD MTG 3/19/18	100.00	01590000-52253	CONSULTANT	18-0082	
	100.00				
METROPOLITAN INDUSTRIES INC					
TALL OAKS LS REPAIR	172.50	04101500-52244	MAINTENANCE & REPAIR	332546	
	172.50				
MIDWEST METER INC					
METER CONSULTING	420.00	04201400-52253	CONSULTANT	0099004-IN	
	420.00				
MTI CONSTRUCTION SERVICES, LLC					
C S MUNICIPAL CTR CONSTRUCTION	-118,786.87	11-21342	RETAINAGE MTI CONSTRUCTION	18-014	
C S MUNICIPAL CTR CONSTRUCTION	1,277,075.56	11740000-55490	VILLAGE HALL RENOVATION	18-014	
	1,158,288.69				
MUNICIPAL CLERKS OF DUPAGE CO					
APRIL MTG FOR CLERK 4/4/18	27.00	01580000-52222	MEETINGS	APRIL 4, 2018	
	27.00				
PIONEER TIRE REPAIR EQUIPMENT					
TIRE REPAIRS	183.69	01696200-53317	OPERATING SUPPLIES	3142	
	183.69				
PUSH WELLNESS SOLUTIONS INC					
APRIL WELLNESS INCENTIVES	2,498.00	01600000-52340	WELLNESS PROGRAM	161129	
	2,498.00				

**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>
RUSH TRUCK CENTERS					
MAR CABLE	67.23	01696200-53354	PARTS PURCHASED	3009822105	
MAR CLAMP	12.67	01696200-53354	PARTS PURCHASED	3009822188	
MAR CLAMP	21.55	01696200-53354	PARTS PURCHASED	3009775524	
MAR COMPRESSOR	1,129.97	01696200-53354	PARTS PURCHASED	3009853348	
MAR DEF	33.96	01696200-53354	PARTS PURCHASED	3009910593	
MAR FILTER	26.98	01696200-53354	PARTS PURCHASED	3009901684	
MAR FILTER	34.56	01696200-53354	PARTS PURCHASED	3009901300	
MAR LIGHT	2.62	01696200-53354	PARTS PURCHASED	3009822205	
MAR MODULATOR VALVE	143.39	01696200-53354	PARTS PURCHASED	3009885071	
MAR RETURN CORE	-504.07	01696200-53354	PARTS PURCHASED	3009885040	
MAR RETURN CORE	-71.82	01696200-53354	PARTS PURCHASED	3009822243	
MAR RETURN PART	-24.91	01696200-53354	PARTS PURCHASED	3009901632	
MAR SPACER	17.00	01696200-53354	PARTS PURCHASED	3009953506	
MAR VALVE	426.95	01696200-53354	PARTS PURCHASED	3009822090	
	1,316.08				
SMITH SECKMAN REID INC					
MUNICIPAL CTR ADDT & REMODEL SRV THRU 3/	3,928.00	11740000-55490	VILLAGE HALL RENOVATION	248209	20180022
MUNICIPAL CTR ADDT & REMODEL THRU 3/2/18	27.00	11740000-55490	VILLAGE HALL RENOVATION	248210	20180022
	3,955.00				
THE DETROIT SALT COMPANY					
ROCK SALT PURCHASE FY18	6,452.21	01670200-53335	SALT	74363	20180030
ROCK SALT PURCHASE FY18	15,270.89	01670200-53335	SALT	74398 FINAL	20180030
	21,723.10				
TRANSYSTEMS CORPORATION					
PHASE I PREL ENGR SRV SE BIKE	1,426.14	11740000-55486	ROADWAY CAPITAL IMPROVEMENT	14-3274488-FINAL	20180008
	1,426.14				

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Schedule of Bills
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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
TYCO FIRE & SECURITY (US)MGMT INC					
SRV FRM 4/1 - 6/30 FARM HOUSE ALARM	38.70	01590000-52230	TELEPHONE	30222464 FRM HS	
SRV FRM 4/1 - 6/30 TWN CTR ALARM	47.92	01590000-52230	TELEPHONE	30222465 TWN CTR	
	86.62				
VERIZON WIRELESS					
PHONE SRV FRM FEB 14TH - MAR 13TH	38.01	01652800-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	38.01	01662700-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	56.01	01610100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	56.01	01640100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	56.01	01642100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	56.01	01690100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	76.73	01680000-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	94.02	01600000-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	112.02	01643700-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	178.71	01590000-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	270.92	04100100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	381.42	01652800-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	383.20	01620100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	420.24	04200100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	488.12	01670100-52230	TELEPHONE	9803526338	
PHONE SRV FRM FEB 14TH - MAR 13TH	3,202.61	01662700-52230	TELEPHONE	9803526338	
	5,908.05				
WEST SIDE TRACTOR SALES					
MAR GASKET	38.81	01696200-53354	PARTS PURCHASED	N64157	
	38.81				

**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>
WHEATON BANK AND TRUST					
WHEATON BANK FEES - FEB/2018	242.26	04103100-52256	BANKING SERVICES	7509063 FEB/2018	
WHEATON BANK FEES - FEB/2018	242.26	04203100-52256	BANKING SERVICES	7509063 FEB/2018	
WHEATON BANK FEES - FEB/2018	705.10	01610100-52256	BANKING SERVICES	7509063 FEB/2018	
	<u>1,189.62</u>				
WILLIAMS ASSOCIATES ARCHITECTS, LTD					
PROF SRV FOR FEB/2018 CS VLG HALL RENOV	30,298.79	11740000-55490	VILLAGE HALL RENOVATION	0018321	
	<u>30,298.79</u>				
GRAND TOTAL	<u><u>\$1,730,379.71</u></u>				

The preceding list of bills payable totaling \$1,730,379.71 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 3/30/18

Authorized by:

Matt McCarthy – Mayor Pro Tem

Laura Czarnecki- Village Clerk

ADDENDUM WARRANTS
Mar 20, 2018 Thru April 2, 2018

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Mar 12, 2018 thru Mar 25, 2018	543,846.78
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Mar 12, 2018 thru Mar 25, 2018	50,825.91
				<u><u>594,672.69</u></u>

Approved this _____ day of _____, 2018

By: _____
 Matt McCarthy -Mayor Pro Tem

 Laura Czarnecki - Village Clerk