

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 20, 2017

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 6, 2017 Special Workshop Meeting.
2. Approval of Minutes of the March 6, 2017 Village Board Meeting.
3. Approval but not release of the Executive Session Minutes of the March 6, 2017 Village Board Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).
2. Veteran's Spotlight: Dr. Wallace Alcorn

D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Award a Contract for Plant Bed Maintenance. *Staff recommends approving a contract with Green Horizon Landscaping LLC for planting bed maintenance in the amount of \$42,000.00 for the period of May 1, 2017 through April 30, 2018.*
2. Recommendation for Consultant Services for Building Permit Plan Review, Inspections and General Code Consulting. *Staff recommends utilizing B&F Construction Code Services for building permit plan reviews, inspections and general code consulting.*

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I. ORDINANCES:

1. Ordinance No. ____ Amending the Code of Ordinances of the Village of Carol Stream, Chapter 12, Article 5, Construction of Utility Facilities in the Rights-of-Way. *An Ordinance amending Chapter 12, Article 5, "Construction of Utility Facilities in the Rights-of-Way", which provides technical corrections as well as ensures the construction of wireless antennas is covered.*
2. Ordinance No. ____ Regulating Personal Wireless Telecommunications Antennas, Towers and facilities within the Rights-of-Way. *An Ordinance amending Chapter 12, by adding Article 7, "Small Cell Antennas and towers", which establishes standards for small cell and other wireless telecommunication facilities within the right-of-way.*
3. Ordinance No. ____ Repealing and Amending Certain provisions of Chapter 17, "Telecommunications", of the Carol Stream Code of Ordinances. *An Ordinance amending Chapter 17, "Telecommunications", which repeals obsolete portions of the current Ordinance.*
4. Ordinance No. ____ Amending the Code of Ordinances of the Village of Carol Stream, Chapter 12, Annexation, Public Ways and Properties relating to the Maintenance and Repair of Utility Facilities in the Rights-of-Way. *An Ordinance amending Chapter 12, by adding Article 6, "Maintenance and Repair of Utility facilities in the Rights-of-Way", which regulates all utility maintenance and repair activities occurring in the right-of-way.*

J. RESOLUTIONS:

1. Resolution No. ____ Authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County – Mowing of Certain right-of-ways. *Staff recommends approval of an Intergovernmental Agreement by and between the Village of Carol Stream and DuPage County for mowing certain County right-of-ways.*

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2. Resolution No. ____ Declaring Support of the “Wyland Mayor’s Challenge for Water Conservation”. *Staff recommends encouraging water conservation in the Village of Carol Stream through participation in the National Mayor’s Challenge for Water Conservation.*
3. Resolution No. ____ Authorizing the execution of a Professional Services Agreement between the Village of Carol Stream and Jacob & Hefner Associates, Inc. (365 E. North Avenue). *Staff recommends approval of a contract for professional engineering to Jacob & Hefner Associates, Inc. in the amount of \$9,200.00 for engineering services related to public watermain and storm sewer replacement at 365 E. North Avenue.*
4. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. *Staff recommends declaring surplus designated electronic equipment as listed on Exhibit A.*

K. NEW BUSINESS:

L. PAYMENT OF BILLS:

1. Regular Bills: March 7, 2017 through March 20, 2017.
2. Addendum Warrants: March 7, 2017 through March 20, 2017.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer’s Report: *Revenue/Expenditure Statement and Balance Sheet, Month ended February 28, 2017.*

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 20, 2017

7:30 P.M.

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

N. EXECUTIVE SESSION:

1. Setting a Price for the Sale or Lease of Property Owned by the Village.

O. ADJOURNMENT:

LAST ORDINANCE	2017-03-07	LAST RESOLUTION	2927
NEXT ORDINANCE	2017-03-08	NEXT RESOLUTION	2928

Village of Carol Stream

Special Workshop Meeting of the Village Board

FY 18 Budget Workshop #2-Water/Sewer Fund and other Funds *Introduction to Small Cell Antennas*

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

March 6, 2017
6:00 p.m. – 7:48 p.m.

Meeting Notes

ATTENDANCE:

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

Joseph E. Breinig, Village Manager
Bob Mellor, Assistant Village Manager
Mark Talavera, Information Tech. Dir.
Ed Sailer, Police Chief
Jon Batek, Finance Director
Phil Modaff, Public Works Director
Jim Knudsen, Engineering Services Dir.
Caryl Rebholz, Employee Relations Dir.
Don Bastian, Community Development Dir.
Tia Messino, Assist. to the Village Manager
Ron Roehn, Supt. of Operations
Rocky Patel, IT Engineer

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

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

Absent: Trustee Schwarze

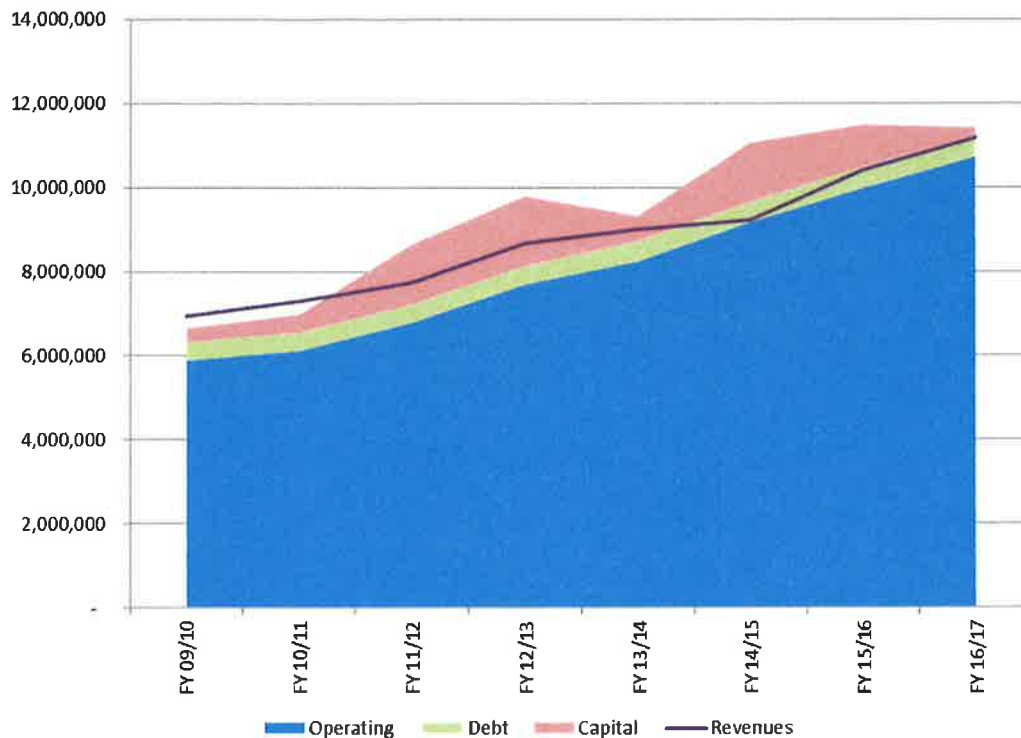
FY18 Budget Workshop #2-Water/Sewer Fund and other Funds

Finance Director Jon Batek discussed the water and sewer fund and other small fund budgets as follows:

Water & Sewer Fund-FY17/18

- 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.

Water & Sewer Fund Expenses by Type vs Revenues



Water & Sewer Fund Reserve Levels

Cash balances have declined in 7 of the last 8 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 est.	11,501,817	(242,687)

Spend-down of reserves over 8 years = \$5,271,893

Use of reserves for Capital is an appropriate use, however cannot be sustained indefinitely

April 30	Cash Balance	Change in Cash Balance	Minimum 25% Operating Reserve	Balance Available to Capital
FY09/10	16,636,976	(136,734)		
FY10/11	17,371,358	734,382	1,651,212	15,720,147
FY11/12	16,869,569	(501,789)	1,644,500	15,225,069
FY12/13	15,424,480	(1,445,089)	1,960,064	13,464,416
FY13/14	14,903,910	(520,570)	2,188,833	12,715,078
FY14/15	13,280,883	(1,623,027)	2,442,614	10,838,270
FY15/16	11,744,504	(1,536,379)	2,769,845	8,974,659
FY16/17 Est.	11,501,817	(242,687)	2,769,845	8,731,972
FY17/18 proj.	7,463,751	(4,038,066)	2,916,517	4,547,234
FY18/19 proj.	4,943,204	(2,520,547)	3,019,137	1,924,067
FY19/20 proj.	1,577,429	(3,365,775)	3,130,194	(1,552,765)

**Water & Sewer Fund
Historical Perspective Recap**

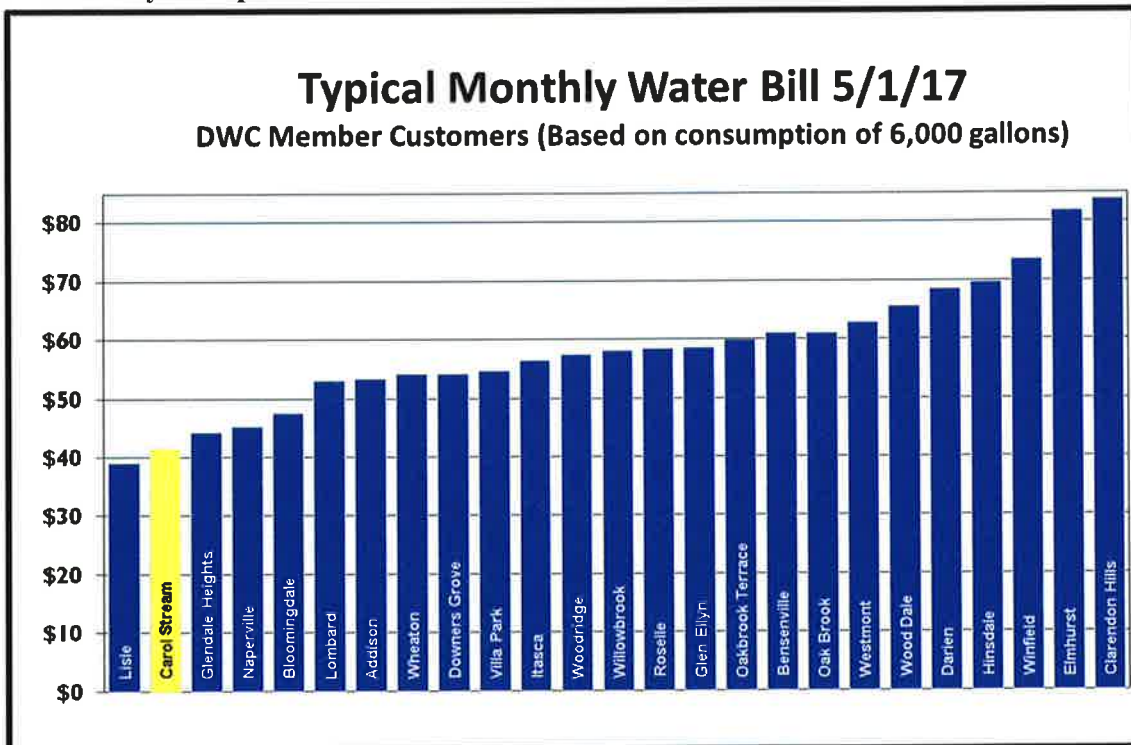
- Water Costs have had the most notable impact on Fund performance.
- We have drawn from reserves in each of the last 6 years to complete Capital Projects without replenishing.
- In the last 3 years, the Fund is not raising enough money to fully cover Operating Expenses + Debt. No new reserves are being generated for future Capital Projects.
- Based on the current proposed budget, cash reserves available for Capital Projects will be reduced to zero within the next 3 years and the Water & Sewer Fund will be unable to meet the policy minimum 25% Operating Reserve.

**Historical Water Rates
2012 to 2016**

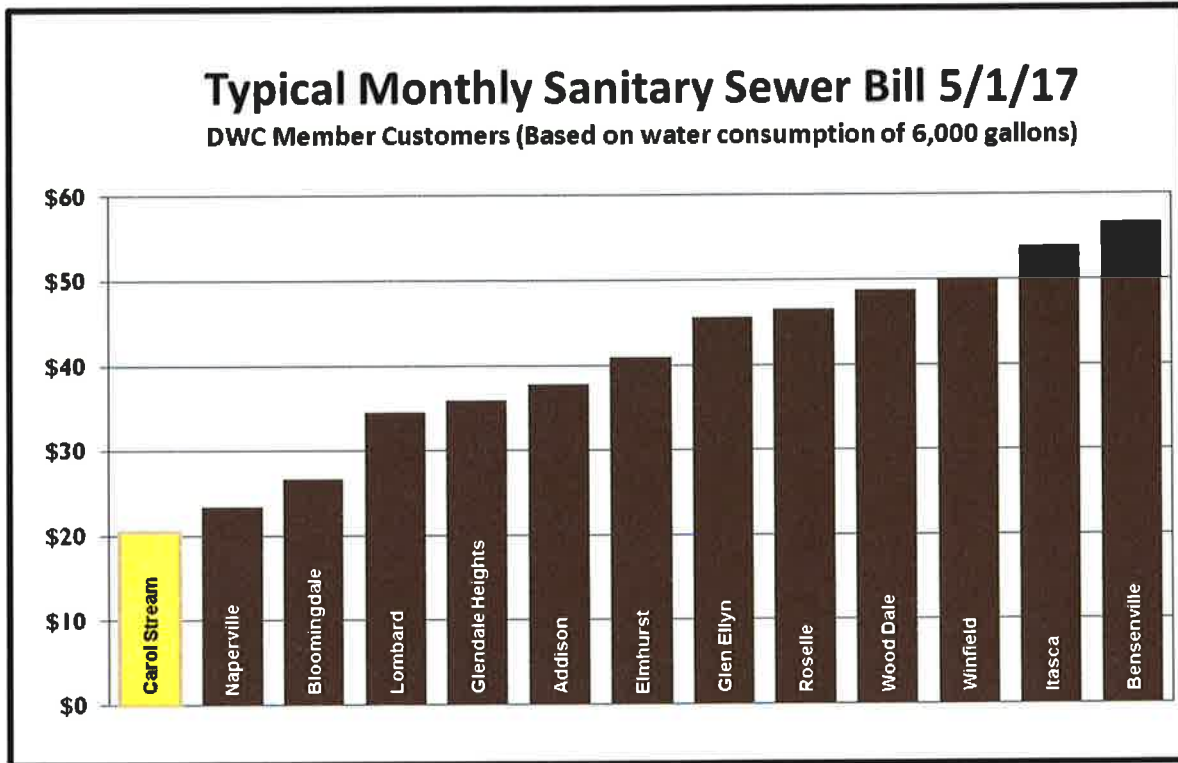
Date	Chicago Charge to DWC			DWC Charges to Municipalities					Carol Stream Charges to Customers		
	Rate	\$ Inc.	% Inc.	Variable	Fixed	Total	\$ Inc.	% Inc.	Rate	\$ Inc.	% Inc.
5/1/2011	\$ 2.01			\$ 2.04	\$ 0.26	\$ 2.30			\$ 4.09		
1/1/2012	2.51	0.50	25%	2.73	0.26	2.99	0.69	30%	4.78	0.69	17%
1/1/2013	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%
5/1/2015	3.82	-		4.85	-	4.85	(0.09)	-2%	6.73	-	0%
5/1/2016	3.82	-		4.80	-	4.80	(0.05)	-1%	6.93	0.20	3%
6/1/2017	3.90	0.08	2%	4.88		4.88	0.08	2%			

- During the 7 year period of Chicago / DWC rate increases, Carol Stream chose to restrict its increases in water rates to cover ONLY our added water purchase costs. During this time, rate increases did not cover increases in other operating cost areas or decreased water demand/sales.
- Beginning last year (5/1/16), due to declining reserves and the inability of rates to fully cover operating costs and debt, we proposed a multi-year effort to “right size” rates to enable operating cost coverage as well as plan for funding of future capital projects.
- Projected Chicago increase of 8 cents to DWC eff 6/1/17.
- Additional rate increases will be needed 5/1/17 and beyond.

**Water & Sewer Fund
Community Comparison – Water**



**Water & Sewer Fund
Community Comparison – Sewer**



**Water & Sewer Fund-Current Year FY16/17
Projected Performance**

FY16/17 REVENUES

- Billed consumption is up by 4.1% from May to December 2016 compared to 2015. We project this will continue through the end of FY16/17.
- 2 consecutive years of growth in billed consumption (FY16/17 est. 4.1%, FY15/16 actual 0.9%).
- Consumption appears to have stabilized somewhat compared to longer trend of general decline.
- Project total Fund revenues to be above budget by \$492,000 or 4.6%. This is also \$747,000 or 7.2% above FY15/16 actual revenues.

FY 16/17 OPERATING EXPENSES

	Budget	Estimated	%
	FY16/17	FY16/17	Budget
Salaries & Wages	1,379,423	1,337,352	97.0%
Contractual Services			
Water Commission	5,487,000	5,956,000	108.5%
WRC Contract	1,765,013	1,735,013	98.3%
All Other	<u>1,599,070</u>	<u>1,340,685</u>	83.8%
Total Contractual	8,851,083	9,031,698	
Commodities	361,370	360,133	99.7%
Debt	<u>487,504</u>	<u>487,504</u>	100.0%
TOTAL OPERATING	<u>\$ 11,079,380</u>	<u>\$ 11,216,687</u>	101.2%

FY16/17 EXPENSES

- Total projected Operating Expenses exceed total projected revenues of \$11.175M for FY16/17, creating a deficit before capital expenses.
- Net Fund Loss (before capital) of (\$41,687).
- With Capital added, Net Fund Loss for FY16/17 projected at (\$242,687).
- By comparison, our planned (Budgeted) Net Fund Loss for FY16/17 was (\$3,141,605).
- The most significant difference between projected and planned performance is the result of not completing the Schmale Road Water Main Project budgeted at \$2,278,000.

Water & Sewer Fund-FY17/18

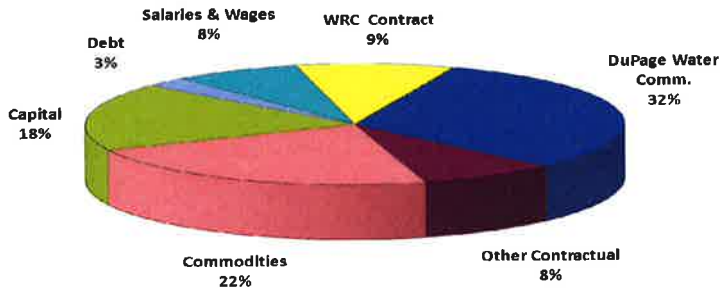
CURRENT AND PROPOSED 3 YEAR WATER & SEWER FUND BUDGET AND PLANNING HORIZION

- The draft budget/plan presently shows the fund impact using current water and sewer rates.
- We will discuss rate impacts/recommendations near the conclusion.

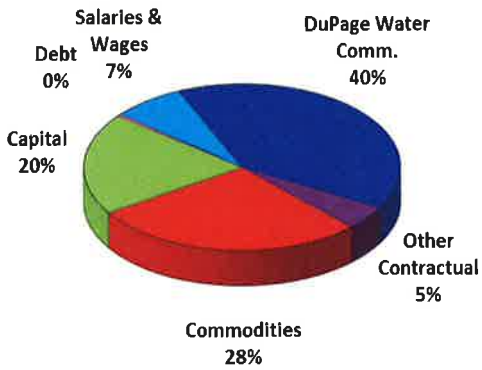
REVENUES

- Projecting water consumption at same level as FY16/17 estimate.
- This assumes billing of 1.089 billion gallons.
- Also assumed in FY17/18 is borrowing of \$4.13M to complete a comprehensive water meter replacement program which was evaluated during FY16/17 (discussed in more detail later).
 - Borrowing is now necessary to complete a capital program of this nature and scope.

Water & Sewer Fund Proposed Expenses by Category FY17/18



Water Division



Sewer Division



**Village of Carol Stream
Draft Water & Sewer Fund Budget Expenditures
FY17/18 Proposed Compared to FY16/17 Budget**

	Actual FY15/16	Revised Budget FY16/17	Estimated FY16/17	Proposed Budget FY17/18	FY17/18 Proposed to FY16/17 Budget	
OPERATING COSTS						
Salaries & Wages	1,271,726	1,379,423	1,337,352	1,464,078	60,990	4.4%
Contractual Services						
Water Commission	5,662,812	5,487,000	5,956,000	6,080,000	593,000	10.8%
WRC Contract	1,714,093	1,765,013	1,735,013	1,831,000	65,987	3.7%
All Other	1,051,236	1,599,070	1,340,685	1,600,007	937	0.1%
Total Contractual	8,428,141	8,851,083	9,031,698	9,511,007	659,924	7.5%
Commodities	290,732	361,370	360,133	4,334,458	3,973,088	1099.5%
Debt	94,195	487,504	487,504	486,523	(981)	-0.2%
TOTAL OPERATING	10,084,794	11,079,380	11,216,687	15,796,066	4,693,021	42.4%
CAPITAL COSTS						
	1,011,919	2,745,225	201,000	3,487,000	741,775	27.0%
Total	\$	\$ 13,824,605	\$ 11,417,687	\$ 19,283,066	5,458,461	39.5%

*Includes proposed meter replacement program at \$4,130,000

**Water & Sewer Fund-FY17/18
OPERATING EXPENSE HIGHLIGHTS**

- No staffing changes from FY16/17.
- Cost of Water +\$593,000 (10.8%) compared to FY16/17 budget due to anticipated 8 cent Chicago/DWC increase on 6/1/17 plus increased consumption greater than budgeted in FY16/17.
- Commodities increase due to \$4.13M proposed meter replacement program following FY16/17 consultant study.
- Increase in Capital improvements of \$742,000 over FY16/17 (details on next page).

Water & Sewer Fund Capital Summary - FY17/18

Water System

Schmale Road Water Main Replacement	\$ 2,743,000 *
Vehicle Replacements	
Supervisor Vehicle F250 4X4	45,000
Backhoe Replacement	120,000
Other Equipment - Chlorine Analyzer + Locator	11,000
Water System Study	<u>105,000 *</u>
Total Water	\$ 3,024,000

Sewer System

WRC Grit Bldg. Roof Replacement	\$ 82,000
WRC Secondary Clarifier Improvement	100,000
Aztec Drive Sewer Lining	215,000 *
North Ave. Sewer Rehab. (design)	<u>66,000 *</u>
Total Sewer	\$ 463,000

Total Capital Improvement **\$ 3,487,000**

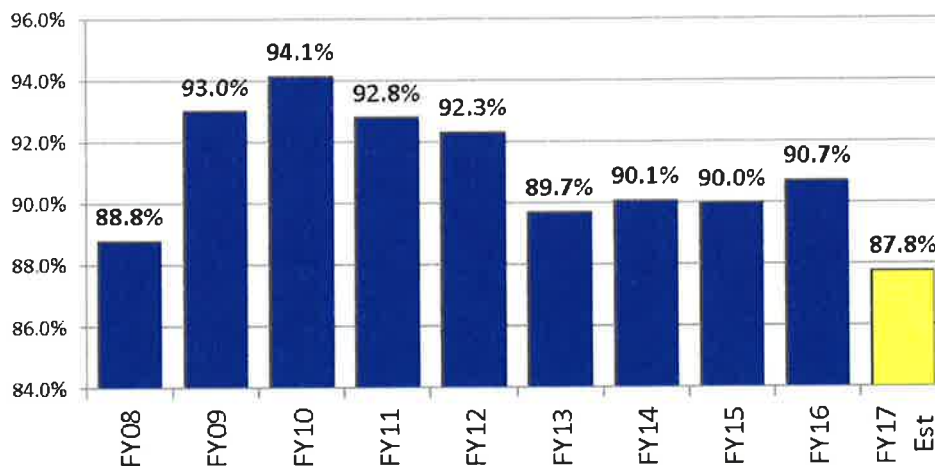
* Rebudgeted from FY16/17

Water Meter Replacement Program

Director of Public Works Phil Modaff discussed the water meter replacement program.

Consumption and Sales Trends

- Water consumption has seen a significant decrease in the last decade. This is seen in the **20.6% reduction in water purchased** from the DuPage Water Commission during that period.
- In addition, in that same period there is an average of approximately 9.1% difference in water purchased versus water sold.



Strategies to Address Loss

- Large meter (2" and larger) testing and replacement program
 - 239 (63%) have been replaced due to testing results OR due to age.
 - A sample (44) of replaced large meters yielded the following results when comparing recorded consumption over twelve month periods pre- and post-replacement:
 - Recorded consumption increased on average 37%
 - Recorded consumption increased overall by 24% (21 million gallons worth \$217,350)
 - Bi-annual, system-wide leak detection
- Quick response to any leaks found

Metering System Assessment

- Residential meters
 - Commissioned a consultant review of water metering system in 2016
 - Scope included:
 - Review inventory of meters and AMR's (style, age and potential loss due to age)
 - Review metering processes (Finance and Public Works)
 - Present a review of current meter technologies
 - Prepare an estimate of the cost of replacing residential meter stock

Metering Components (what we have)

- The traditional meter, called a volumetric meter, simply records the volume of water that passes through. No power source is necessary for the meter to operate
- Automatic meter readers (AMR) is a technology that serves as a one-way communication device that automatically collects data recorded by a meter and transmits it to a central database for analysis and billing purposes. AMR units are powered by batteries.
- Our meters are read via a "drive-by" vehicle (contractor) that captures transmitted data recorded by the meter and collected by the AMR device.

Metering Components (newer technology)

- Electromagnetic water meters have no moving parts, measuring the magnetic field in the measuring chamber to determine flow rates. Their measurements can be accurate to within 0.25 percent and are powered by newer battery technology that offers 20-year life span (10 years guaranteed and 10 years pro-rated in case of failure).
- Advanced Metering Systems (AMI) are an advancement over the one-way AMR systems. The two-way communication ability provides remote access to meter data. The data can aid in early intervention of billing issues and provide higher customer service levels:
 - On-request reads (eliminates need to send employee to read meter)
 - Remote software upgrades to meters
 - Remote meter diagnosis and tamper detection notices
- Remote meter reading – data transmitted by the meters to a tower and then to billing office, eliminates the annual (\$44,000) cost for a contractor to read meters.

Carol Stream Residential Meters

There are approximately 10,750 residential water meters (less than 2-inches) currently in service. Currently, over **7,000** of the meters installed in a residential environment are over **15 years old**.

Number of Meters by Age	
Age (years)	# of Meters
0 - 5	830
6 - 10	435
11 - 15	2495
16 - 20	4778
20+	2217

Carol Stream Residential AMR's

AMR's are the devices that collect the data recorded by the meter and transmit the data to the meter reader. These devices are powered by batteries with varying life expectancies between 8 and 12 years (due to improvements in battery technology).

Currently, over 5,600 of the AMR's installed in a residential environment are over **15 years old**. And another 3,500 are between 11 and 15 years old.

Number of AMR's by Age	
Age (years)	# of Meters
0 - 5	938
6 - 10	643
11 - 15	3518
16 - 20	5608
20+	0

When Should Meters Be Replaced?

- Most studies conclude that residential meters should be repaired or replaced every 15-20 years. As meters age, their loss of accuracy is seen in the understatement of water consumption.

ESTIMATED WATER LOSS BASED ON METER AGE

Meter Age	Unaccounted for water per month	Carol Stream gallons' loss based on current meter ages per month	Carol Stream gallons' loss based on current meter ages per year
Meter at least 15 years' old	54 gallons per month	146,880 gallons per month	1,762,560 gallons annually
Meters 16-20 years' old	90 gallons per month	313,740 gallons per month	3,764,880 gallons annually
Meters 21-25 years' old	378 gallons per month	850,122 gallons per month	10,201,464 gallons annually
Meters 26-30 years' old	1,656 gallons per month	231,840 gallons per month	2,782,080 gallons annually
	Totals	1,542,582 gallons per month	18,510,984 gallons annually

Given Carol Stream's meter age applied to this model, it is estimated that unaccounted the estimated loss in revenue to water fund annually is **\$128,281.12** and the estimated loss in revenue to the sewer fund is **\$63,307.57** for a total of **\$191,588.68**. These losses should be expected to increase over time as the meters continue to age.

Replacement Costs

Electromagnetic Meters Costs

Description (Meter Size)	Quantity	Unit Price	Amount
5/8 to 3/4 inch	8771	\$120.00	\$1,052,520
1 inch	1705	\$180.00	\$306,900
1.5 inch	266	\$475.00	\$126,350
2 inch	246	\$650.00	\$159,900
			\$1,645,670

MECHANICAL METER TECHNOLOGY

Mechanical Meter Costs

Description (Meter Size)	Quantity	Unit Price	Amount
5/8 to 3/4 inch	8771	\$80.00	\$701,680
1 inch	1705	\$92.00	\$156,860
1.5 inch	266	\$140.00	\$37,240
2 inch	246	\$600.00	\$147,600
			\$1,043,380

Advanced Metering Infrastructure Costs

Description	Quantity	Unit Price	Amount
Fixed Tower Based Station	1	\$50,000.00*	\$50,000
Meter Hardware Hosting Annual Fee	1	\$2,000.00**	\$2,000
Meter Software Implementation and Setup	1	\$18,000.00*	\$18,000
Meter Software Hosted Annual Fee	1	\$19,000.00**	\$19,000
			\$89,000

*One Time Cost
** Annual Cost

Meter Installation Costs

Meter Size	Quantity	Contractor Cost	In-House	Contractor Totals*	In-House Totals**
5/8 to 3/4 inch	8771	\$140.00	\$145.70	\$1,227,940.00	\$1,277,934.70
1 inch	1705	\$160.00	\$145.70	\$272,800.00	\$251,112.40
1.5 inch	266	\$385.00	\$145.70	\$102,410.00	\$39,176.48
2 inch	246	\$400.00	\$145.70	\$98,400.00	\$36,230.88
Misc. Installation Repairs		\$16,000.00	\$16,000.00	\$16,000.00	\$20,000.00
			Totals	\$1,717,550.00	\$1,624,454.30

Option 1 (electromagnetic meters – RECOMMENDED)

Meters: \$1,645,670
 AMI: \$ 89,000
 Installation: \$1,717,550*
 Contingency: \$ 521,178 (15%)
 Grand Total: \$4,000,000

Option 2 (mechanical meters)

Meters: \$1,043,380
 AMI: \$ 89,000
 Installation: \$1,717,550*
 Contingency: \$ 427,490 (15%)
 Grand Total: \$3,277,420

*NOTE: Installation estimate assumes contractors will perform work with a target completion of 12 months. It is ***preliminarily estimated*** that while the total cost to perform the installation work in-house is approximately \$90,000 less when compared to contractor costs, it would take up to five years to complete the work in-house diverting two full-time maintenance employees and one part-time secretary to complete the changeout.

Water Meter Replacement Recommendation

- Staff recommends proceeding with a complete changeout of residential meters starting in the coming fiscal year:
 - Select a solid-state, electromagnetic-type meter (Option #1).

- Utilize contractors for installation in order to complete the change out in roughly twelve months.
- **Proposed budget = \$4 million** (includes a 15% contingency .
- Fund the project via a loan/borrowing.
- Increase water rate to pay debt over 15 years (\$.44/1000 gls).

Rate Recommendation 5/1/2017 – Discussion deferred to a later date.

Trustee Frusolone stated she preferred that meter replacements be done by Village of Carol Stream Public Works employees vs. a contractor. Director of Public Works Modaff stated he does not have sufficient staff to complete a meter change out of this magnitude. She stated she preferred not to spend \$4 million all at once based on reliability reports she has read on line. Village Manager Breinig suggested and the Village Board concurred, this discussion be deferred until a later date.

Introduction to Small Cell Antennas

Village Engineer Jim Knudsen discussed small cell antenna technology and installation requests. Village Attorney Jim Rhodes reviewed the legal and zoning requirements for installation of small cell antenna in Village of Carol Stream's right-of-ways. The Village of Carol Stream is very limited in its regulation of small cell antenna installation. Staff and Village Attorney are proposing a Small Cell Antenna Ordinance with limits on small cell antennas and master license agreement for installations in Village of Carol Stream's right-of-ways.

The following was discussed with regard to small cell antennas:

Introduction

Cell phone providers and consultants have been contacting many municipalities in the Chicagoland area about placing small cell antenna equipment on public infrastructure or on ComEd power poles. Mobilitie "a neutral host" and Verizon Wireless have expressed interest in installing small cell facilities in the Village and others are likely to follow.

Mobile Data Trends

- Ⓐ Rapidly expanding use of cellular technology not only to provide voice service but digital data connection for smartphones, tablets and other devices has placed a growing demand on cellular networks.
- Ⓐ Mobile data traffic is expected to grow 6-fold from 2015 to 2020, a compound annual growth rate of 42%.
- Ⓐ 90% of households now use wireless service.
- Ⓐ Wireless data traffic has surpassed wired data traffic.
- Ⓐ Smart phones generate 41x more data traffic.
- Ⓐ 30 Million megabytes of data are used every five minutes for media streaming.
- Ⓐ 56% of mobile data is video.

Macro Cells-Current Technology

Many of us are familiar with macro cells.

A macro cell is a mobile phone network site that provides radio coverage to a large geographic area. Macro cells are typically mounted to towers that range from 50-200 feet in height and have a range of up to several miles.

Several throughout the community mounted on stand alone towers and attached to existing structures, including the Village's water towers.

Small Cell Antennas (Micro Cells)

New technology.

Cellular carriers and neutral hosts are now enabled to place small cells (micro cells) in areas that large cell sites don't cover well enough.

They can be placed to increase coverage in small geographic areas.

Small cells can also increase capacity in densely populated areas.

Small cell sites have a range from a half mile to a mile. (The higher the small cell is mounted, the greater the range).

Small cells are supplemented to address the shortcomings of macro cells.

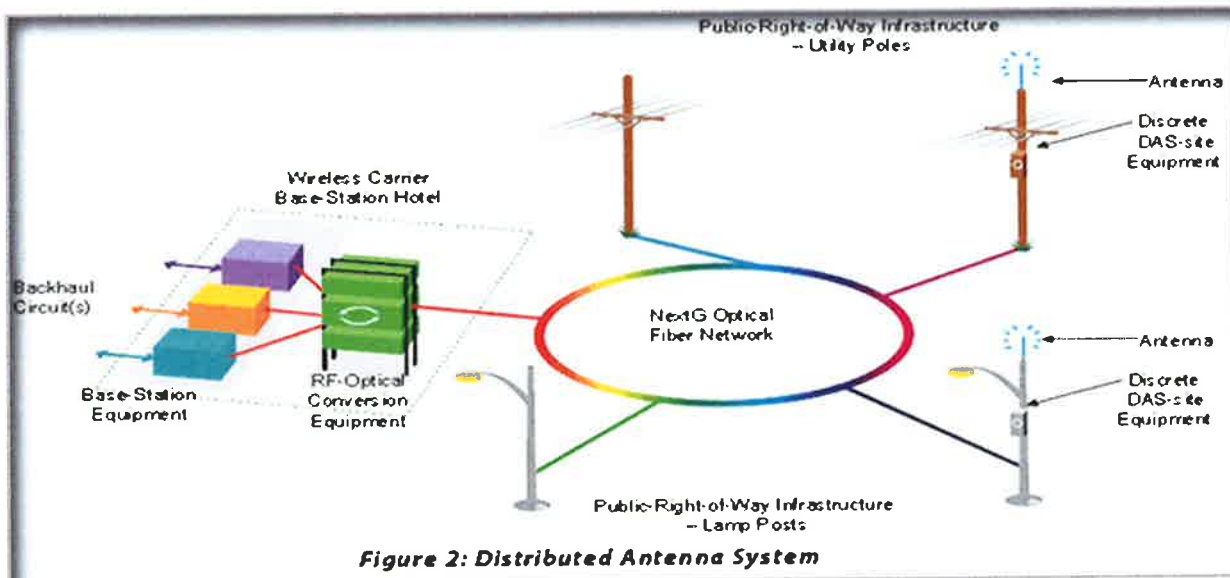
Small cells communicate with macro cell sites through a radio frequency or a fiber optic line to backhaul to the cellular carrier equipment.

Where are small cells being placed?

Small cells can be found inside stadiums, throughout a large building or campus. With respect to municipal installations, we can expect attachments to:

- Ⓐ Light poles
- Ⓐ Traffic signals
- Ⓐ Utility poles
- Ⓐ Publicly owned buildings and structures
- Ⓐ New single use poles

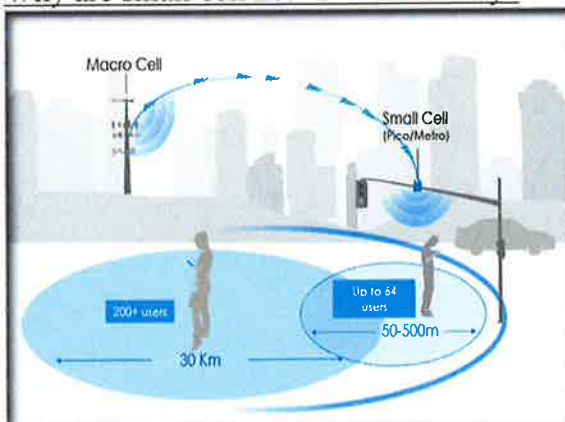
Installations may not be limited solely to the right-of-way.



A Small Cell Network and Distributed Antenna System (DAS)

A distributed antenna system is a network of spatially separated antenna nodes connected to a common source through a transport network that provides wireless service within a geographic area or inside a structure. Simply stated - small cell sites communicate to a macro site via radio frequency or fiber optic lines to create a stronger and faster cellular data network

Why are small cell networks necessary?



- Ⓐ Mobile data expected to increase by 650% from 2014-2018.
- Ⓐ Small cell capacity is overtaking macro cell capacity.
- Ⓐ DAS and small cell is less expensive, compact and with low power consumption.
- Ⓐ Supplement the shortcomings of macro cell sites.
- Ⓐ Can improve network performance by 300%.
- Ⓐ Provides more reliable and faster networks (5G/LTE).
- Ⓐ Provides location sensitive deployment.
- Ⓐ Boost coverage in a “dead zone”.
- Ⓐ Capacity in an area can be increased quickly and economically.
- Ⓐ Small cells are an essential part the future of wireless carrier networks.

Sample Small Cell Installations:

- Attachment to a Streetlight
- Attachment to a power pole
- Stand Alone Poles
- Attachment to a Traffic Signal

There being no further business, Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the Special Workshop meeting. The meeting was adjourned unanimously at 7:48 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 6, 2017

Mayor Saverino called the Regular Meeting of the Board of Trustees to order at 7:53 p.m. and directed Village Clerk Laura Czarnecki to call the roll.

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

Absent: Trustee Greg Schwarze

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

*All persons physically present at meeting unless noted otherwise

MINUTES:

Trustee McCarthy moved and Trustee Gieser made the second to approve the Minutes of the February 21, 2017 Regular Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 4 Trustees Hennessey, LaRocca, Gieser and McCarthy

Abstain: 1 Trustee Frusolone

Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:

1. Addresses from Audience (3 Minutes). *None.*

PUBLIC HEARINGS:

CONSENT AGENDA:

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

*Ayes: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and
McCarthy*

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee Gieser moved and Trustee LaRocca 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: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and
McCarthy*

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

- 1.** #16-2083-AJ Antunes-180 Kehoe Boulevard.
- 2.** #17-0001-Village of Carol Stream-500 N. Gary Avenue.
- 3.** Emergency Street Light Repair/Replacement Contractor-FY2018.
- 4.** Signs for the Temporary Village Hall Facility.
- 5.** Award a Contract for Water Storage Tanks Miscellaneous Concrete and Metal Repairs and Concrete Coating.
- 6.** Award a Contract for Mowing of Rights-of-Way and Village Properties.
- 7.** Office Furniture Purchase-Public Works Administrative Offices.
- 8.** Award of Contract-Relocation Services.
- 9.** Ordinance No. 2017-03-07 approving a Special Use Permit to allow for Outdoor Activities and Operations in the form of a Vaporizer and Trifecta Equipment in the I Industrial District (Antunes, 180 Kehoe Boulevard).
- 10.** Resolution No. 2926 authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Village of Glendale Heights.
- 11.** Resolution No. 2927 authorizing the Execution of the Official Zoning Map of the Village of Carol Stream.
- 12.** Raffle License Application-Carol Stream Rotary Club.
- 13.** Payment of Regular and Addendum Warrant of Bills from February 22, 2017 through March 6, 2017.

Trustee McCarthy moved and Trustee Hennessey 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: 5 Trustees Hennessey, LaRocca, Gieser, Frusolone and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

#16-2083-AJ Antunes-180 Kehoe Boulevard:

Special Use Permit for Outdoor Activities and Operations

Recommended Approval with Conditions 6-0

The Village Board concurred with Plan Commission's Recommendations.

#17-0001-Village of Carol Stream-500 N. Gary Avenue:

2017 Zoning Map

Recommended Approval 6-0

The Village Board concurred with Plan Commission's Recommendations.

Emergency Street Light Repair/Replacement Contractor-FY2018:

The Village Board approved a contract extension to H&H Electric Company for emergency street light repair/replacement services for the period of May 1, 2017 through April 30, 2018 pursuant to the provisions of Section 5-8-14(N) of the Carol Stream Code of Ordinances.

Signs for the Temporary Village Hall Facility:

The Village Board authorized to place an order with Western Remac, Inc. for signs for the temporary Village Hall facility in an amount not to exceed \$4,984.60.

Award a Contract for Water Storage Tanks Miscellaneous Concrete and Metal Repairs and Concrete Coating:

The Village Board approved a contract with Era Valdivia Contractors, Inc. for Water Storage Tanks Miscellaneous Concrete and Metal Repairs and concrete Coating in the amount of \$77,210.00.

Award a Contract for Mowing of Rights-of-Way and Village Properties:

The Village Board approved a contract with Beary Landscape Management for mowing of rights-of-way and Village properties in the amount of \$72,097.00 for the period of May 1, 2017 through April 30, 2018.

Office Furniture Purchase-Public Works Administrative Offices:

The Village Board approved the purchase and installation of office furniture from Interiors for Business, Inc. under NJPA Contract Number 031715-STI in the amount of \$20,543.85 pursuant to the provisions of Section 5-8-14(L) of the Carol Stream Code of Ordinances.

Award of Contract-Relocation Services:

The Village Board authorized the rejection of all bids, waiving competitive bidding and awarding a contract to Glen Ellyn Storage Corporation in the amount of \$32,625.00 to move office furniture, equipment and supplies from the Gregory J. Bielawski Municipal Center to temporary Village Hall/ Police Station facilities in Carol Stream and Glendale Heights.

Ordinance No. 2017-03-07 approving a Special Use Permit to allow for Outdoor Activities and Operations in the form of a Vaporizer and Trifecta Equipment in the I Industrial District (Antunes, 180 Kehoe Boulevard):

The Village Board approve the Special use Permit to allow for Outdoor Activities and Operations in the form of a Vaporizer and Trifecta Equipment in the I Industrial District (Antunes, 180 Kehoe Boulevard).

Resolution No. 2926 authorizing the Execution of an Intergovernmental Agreement by and between the Village of Carol Stream and the Village of Glendale Heights:

The Village Board approved an Intergovernmental Agreement with the Village of Glendale Heights for use of their holding facility during the Municipal Center renovation project.

Resolution No. 2927 authorizing the Execution of the Official Zoning Map of the Village of Carol Stream:

The Village Board approved the Official Zoning Map of the Village of Carol Stream.

Raffle License Application-Carol Stream Rotary Club:

The Village Board approved a raffle license and waived the fee for the Carol Stream Rotary Club for their annual Chili Open to be held on May 12, 2017.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of the Regular Bills dated March 6, 2017 in the amount of \$1,091,435.27. The Village Board approved the payment of the Addendum Warrant of Bills from February 22, 2017 thru March 6, 2017 in the amount of \$568,510.47.

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works
Ron Roehn, Superintendent of Operations

DATE: March 14, 2017

RE: Recommendation to Award a Contract for Plant Bed Maintenance – Green Horizon Landscaping LLC

The proposed FY18 budget contains funding for contractor maintenance of planting beds on North Avenue and various Village properties (including Town Center). In prior years, one contract was awarded for plant bed maintenance and mowing services. To improve overall services staff has solicited bids for two separate contracts – one for mowing¹ and one for plant bed maintenance. The bid documents also solicited pricing for three one-year extensions at the Village's sole discretion.

A mandatory pre-bid meeting was held for interested contractors on March 7, 2017. Three contractors submitted bids that were opened on March 14, 2017. Bids results are as follows:

<u>COMPANY</u>	<u>BID AMOUNT</u>
Green Horizon Landscaping	\$42,000
Beary Landscaping	\$56,165
On the Green Solutions	\$65,275

Green Horizon Landscaping is the apparent low bidder for first year services (and for each of the next three years should the Village choose to exercise one or more of the extensions). Green Horizon has provided satisfactory references and submitted all required bid documents.

Staff recommends that the Mayor and Board approve a Motion awarding a contract to Green Horizon Landscaping LLC for Planting Bed Maintenance in the amount of \$42,000.00² for the period May 1, 2017, through April 30, 2018.

Attachments

¹ The Village Board awarded a contract to Beary Landscape Mgmt. for mowing services in the amount of \$72,097 at the March 6, 2017 Village Board meeting.

² The total amount budgeted for plant bed maintenance and mowing is \$120,000. The awarded mowing contract and the recommended plant bed maintenance contract total \$114,097.

VILLAGE OF CAROL STREAM BID PROPOSAL FORM

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid proposal shall remain in force and full effect for a period commencing on the date of submission and ending thirty (30) days after the date of bid opening.

Bidder, in submitting this bid, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This bid shall remain in force and full effect for a twelve (12) month period, from May 1, 2017 through April 30, 2018.

- 1. Plant Bed Maintenance: Excluding Village Hall \$ 42,000
- 2. Plant Bed Maintenance: Including Village Hall \$ 49,984

Rates for services listed for 2017/2018-contract period will not increase more than 0 % for the 2018/2019-contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term beginning on May 1, 2018 and concluding April 30, 2019.

Rates for services listed for 2018/2019-contract period will not increase more than 2 % for the 2019/2020-contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term from May 1, 2019 and concluding April 30, 2020.

Rates for services listed for 2019/2020-contract period will not increase more than 0 % for the 2020/2021-contract period. At its sole discretion, the Village of Carol Stream may extend the contract for a one-year term from May 1, 2020 and concluding April 30, 2021.

Company: Green Horizon Landscaping LLC
 Address: 960 N. Lombard Rd
Lombard IL, 60148
 Telephone No. 630-743-1000 Fax No. 630-620-1429

Signature: [Handwritten Signature]

Name and Title: (Please Print) Toni Carmayullo Executive Assistant date: 3-10-17

Subscribed and sworn before me this 10th day of March, 2017

MY COMMISSION EXPIRES: 5/12/18

NOTARY PUBLIC A. Perez



CONTRACTOR QUESTIONNAIRE
MUST BE COMPLETED AND RETURNED WITH BID FORM

FIRM NAME: Green Horizon Landscaping LLC

Corporation Partnership Sole Proprietor LLC

OWNER'S NAME: Kurt Vogt **PHONE #** 630-743-1000

OWNER'S NAME: _____ **PHONE#** _____

BUSINESS ADDRESS: 960 N. Lombard Rd
Lombard IL, 60148

YEARS IN BUSINESS (under this company name) 3

BANK NAME: Chase

BANK ADDRESS: 141 E North Ave Glendale Heights IL

BONDING COMPANY NAME: Rockett Rand-Tec Insurance Agency Inc.

COMPANY ADDRESS: 977 Lakeview Parkway Vernon Hills IL 60061

BONDING POWER: _____

REFERENCES
MUST BE COMPLETED AND RETURNED WITH BID FORM

The Contractor must list at least four (4) references, including at least one (1) municipality or local government, listing the firm name, address, telephone number and contact person, for whom the Contractor has supplied services similar to those provided in these specifications, within the last twenty-four (24) months.

Municipality Name Village of Lombard

Municipality Address 255 E. Wilson Ave Lombard IL, 60148

Contact Name and Phone Steve Kramoske (630) 620-5985

Work Performed Landscaping & Snow Removal

Work Period April 1st - Nov 1st

Company Name Arboretum Estates Townhomes

Company Address 485 S. Frontage Rd Burr Ridge IL, 60527

Contact Name and Phone Bill Cesario 630-669-0685

Work Performed ~~April 1st - Nov 1st~~ Landscaping

Work Period April - 1st - Nov 1st

Company Name Glendale Lakes Townhomes

Company Address Po Box 87317 Carol Stream IL, 60188

Contact Name and Phone Claudia Oberthier 630-456-4382

Work Performed Landscaping

Work Period April 1st Nov 1st

Company Name Village of Bensenville

Company Address 717 E. Jefferson St Bensenville IL, 60106

Contact Name and Phone Mike Cassidy 630-350-3485

Work Performed Landscaping

Work Period April 1st - Nov 1st.

**CERTIFICATE OF ELIGIBILITY TO CONTRACT
MUST BE COMPLETED AND RETURNED WITH BID FORM**

Green Horizon Landscaping LLC. (Contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

Date: 3-10-2017



Contractor

SUBSCRIBED and SWORN TO before me
this 10th day of March, 2017

NOTARY PUBLIC




**PUBLIC CONTRACTORS -WRITTEN SEXUAL HARASSMENT POLICY
MUST BE COMPLETED AND RETURNED WITH BID FORM**

Green Horizon Landscaping, ("Contractor"), having submitted a bid
(Name of Contractor)

for Planting Bed Maintenance to the Village of Carol Stream on

3-10-2017 2017, hereby certifies that said Contractor has a written Sexual
(Date)

Harassment Policy in full compliance with 775 ILCS 5/2-105(A) (4).

By: [Signature] Toni Carrasquillo
Authorized Agent of Contractor (Signature) (Printed Name)


Subscribed and sworn to before me
this 10th day of March, 2017



[Signature]
Notary Public

*Village of Carol Stream*H-2 3-20-17**Interdepartmental Memo**

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Community Development Director 

DATE: March 15, 2017

RE: **Agenda Item for the March 20, 2017, Village Board Meeting:
Recommendation for Consultant Services for Building Permit Plan Review,
Inspections and General Code Consulting**

PURPOSE

This memorandum presents staff's recommendation for consultant services for building permit plan review, inspections and general code consulting.

DISCUSSION

As part of the reorganization of the Community Development Department in 2008, the Village expanded the scope of services provided by B&F Construction Code Services to include building permit plan review for large or complex commercial and industrial projects and as needed code consultation. (Prior to 2008, B&F's work for the Village was primarily limited to plumbing inspections.) Due to the amount of time that has passed since we evaluated the consultant marketplace, we felt it was appropriate to seek proposals from building code consultants to ensure that the Village was receiving quality service at competitive pricing. Staff distributed a Request for Proposals for building code consultant services late in 2016. Proposals were received from B&F Construction Code Services ('B&F'), T.P.I. Building Code Consultants, Inc. ('TPI'), HR Green, Inc., and SAFEbuilt.

The Village's Request for Proposals clearly described our existing processes and performance expectations in the areas of building permit plan review and inspections, and asked consultants to respond with specific information demonstrating their capabilities in these areas. Staff carefully evaluated the four proposals received, with an emphasis on the following areas:

- The consultant's ability to meet the Village's established permit plan review timeframes;
- The structure of the consultant's fee schedule; and
- The competitiveness of consultant's fee schedule.

Information regarding the comparison of the consultant proposals is provided below.

Plan Review Timeframes – In response to a core customer expectation, the Community Development Department places a high priority on maintaining a prompt and predictable building permit plan review process. We have established plan review cycle lengths (# of days) for both the initial permit plan review cycle and for subsequent review cycles, when necessary. Of the four consultant proposals received, B&F and TPI would fully meet the Village's current cycle length for the initial permit plan review, while HR Green and SAFEbuilt would not. For permit applications requiring a second review cycle, only B&F would meet the Village's current plan review cycle length.

This is noteworthy, as approximately 70% of commercial and industrial permit applications require an additional plan review cycle.

In addition, the Village offers the option of a five-day expedited permit plan review (for an additional fee). Of the four consultant proposals received, B&F committed to a three-day expedited plan review cycle. TPI offers a five-day expedited review based on availability, HR Green indicated that expedited review was available upon request but did not specify the number of days the expedited review would take, and SAFEbuilt did not specify whether expedited review was available.

Fee Schedule Structure – The Village’s fee schedule for plan review is based on the cubic footage of the area of work and the number of disciplines (plumbing, electrical, mechanical, etc.) involved in a given project. B&F and TPI’s plan review fees are also based on the area of work and the number of disciplines involved in a project. HR Green’s fee schedule for plan review is based on an hourly rate (\$113/hour), and SAFEbuilt proposes that they would receive 90% of the Village’s plan review fee. Staff prefers a fee schedule structure based on specific and known project attributes (area of work and disciplines involved) rather than an hourly rate, and so the fee schedule structures proposed by B&F, TPI and SAFEbuilt are preferred.

Fee Schedule Competitiveness – To assess the competitiveness of the consultant’s proposed fees, we estimated plan review and inspection fees using each consultant’s fee schedule for an actual recent industrial, commercial, and single-family residential project from Carol Stream.

Plan Review Fee Estimates				
	B&F	TPI	HR Green	SAFEbuilt
Industrial <i>350,000 s.f. new building</i>	\$28,841	\$35,419 <i>(\$23,613 if no second review)</i>	\$113/hour	\$31,839
Commercial <i>Restaurant build-out</i>	\$1,769	\$2,719 <i>(\$1,813 if no second review)</i>	\$113/hour	\$1,908
Single-Family House <i>4,092 sq. ft. new home</i>	\$813	\$882 <i>(\$589 if no second review)</i>	\$113/hour	\$884

As reflected in the table above, TPI could have the lowest plan review fee for a large new industrial building, compared to B&F and SAFEbuilt, if only one plan review cycle was necessary. However, as noted, 70% of commercial and industrial permit applications require two review cycles, and it is almost certain that a new industrial building would require a second review. Unlike TPI, B&F and SAFEbuilt do not charge an additional fee for a second plan review cycle. Assuming a second plan review cycle is required, B&F’s plan review fees would be the least expensive. With HR Green’s plan review fee based on an hourly rate, it is not possible for staff to accurately estimate their plan review charge for the representative projects.

Plumbing Inspection Fee Estimates			
B&F	TPI	HR Green	SAFEbuilt
\$80 per hour <i>Plus one-way travel</i>	\$80 per hour <i>One hour minimum plus one hour travel time</i>	\$80 per inspection	\$75 per hour

As reflected in the table above, SAFEbuilt would offer the least expensive plumbing inspections, at \$75 per hour. B&F would offer the next least expensive plumbing inspection fee, at \$80 per hour,

plus one-way travel to Carol Stream. TPI also offers plumbing inspections at \$80 per hour, but they require a one-hour minimum and one-hour of travel time (unless there is a minimum of four hours of inspections, which is uncommon in Carol Stream). HR Green would charge \$80 per inspection, which would likely be the most expensive option, because most plumbing inspections are less than one hour.

Overall, B&F's fee schedule for plan reviews and inspections would provide the lowest cost.

General Code Consulting – As the knowledge and capabilities of in-house staff have grown, we no longer make regular use of general code consulting services. Even so, the RFP asked consultants to provide a cost for general code consulting services. The most common examples of general code consulting would include asking the consultant to attend a meeting with a business and his/her architect to discuss code requirements or a plan review commentary, and consultation with the consultant regarding a code interpretation or application.

SAFEbuilt proposed the lowest cost for this service, at \$64 per hour, B&F and TPI offer this service at \$80 per hour, and HR Green's proposal did not specifically reference a fee for this service.

RECOMMENDATION

Attached to this memorandum is a memorandum from Development Services Manager Steve Martin, along with a table summarizing Steve's evaluation of the proposals received. While all four consultants have the technical capability to perform the necessary work, the proposal submitted by B&F was judged the best. B&F was the only consultant that committed to meeting our plan review cycle lengths for all types of permits; their fee schedule structure is very similar to the Village's fee schedule and allows customers to estimate plan review and inspection costs; and their fee schedule proposes the lowest overall cost of services. Finally, as the Village has utilized B&F for plan review, plumbing inspection and general code consulting services for the past eight years, we have firsthand knowledge of the quality and reliability of service they provide, and we note that their proposed fee schedule is the same as their current fee schedule, which has not changed in over ten years.

Staff recommends utilizing B&F Construction Code Services for building permit plan reviews, inspections and general code consulting. If the Village Board concurs, staff will work with B&F to provide a consultant services contract for Village Board approval prior to the beginning of FY17/18.

Village of Carol Stream
Interdepartmental Memo

TO: Don Bastian, Community Development Director

FROM: Steven Martin, Development Services Manager *sm*

DATE: March 10, 2017

RE: **Consultant Services for Plan Reviews, Inspections and Code Consulting**

The Community Development Department prepared and distributed a Request for Proposal (RFP) for consultant services for commercial and industrial building permit plan reviews, plumbing inspections and code consulting services. Four companies submitted proposals for our review. Staff reviewed each proposal in accordance with our procedures, goals, fee structure, requirements and customer service. The four consultant services companies submitting proposals were Building and Fire Construction Code Services ('B&F'), T.P.I. Building Code Consultants, HR Green, and Safebuilt. Staff believes that all four consultants are qualified and capable of performing the work. However, after careful analysis, it is my assessment that the proposal from B&F Construction Code Services most closely aligns with the Village's requirements set forth in our RFP, and would result in the best and most cost effective service to our customers. As such, I am recommending that the Village retain B&F Construction Code Services for our plan review, plumbing inspection and code consulting work. I have attached a table comparing the four proposals received for further information.


T:\Consultant Services\2017-2018 FY Consultant Services RFP\Review information\consultant services RFP memo.docx

Building Code Consultant Services

Comparison of Key Aspects of Consultant Proposals

	B&F	TPI	HR Green	Safebuilt
First Plan Review Cycle (Number of Days)	Commercial = 9 days Industrial = 9 days Residential = 5 days	Commercial = 10 days Industrial = 10 days Residential = 10 days	Commercial = 15 days Industrial = 10 days Residential = 10 days	Commercial = 15 days* Industrial = 15 days* Residential = 5 days (* = projects over \$2m)
Add'l Plan Review Cycles (Number of Days)	Commercial = 5 days Industrial = 5 days Residential = 5 days	Commercial = 10 days Industrial = 10 days Residential = 10 days (5 day review based on availability and extra charge)	Commercial = 7 days Residential = 5 days Industrial = 5 days	Commercial = 10 days* Industrial = 10 days Residential = 3 days (* = projects over \$2m)
Expedited Plan Review	3 days	5 days based on availability (3 days not available)	Upon request (number of days not specified)	Not specified
Plumbing Inspections	next day/as scheduled	next day/as scheduled	next day/as scheduled	next day/as scheduled
Subordinate Permit Processing (for related permits trailing main permit submittal)	Allowed as stated in fee schedule	Allowed; additional fees may apply	not specified	not specified
Fee Schedule (Basis)	<u>Plan Review</u> - Based on cubic footage for all disciplines and reviews <u>Inspections</u> - Based on hourly rate	<u>Plan Review</u> - Based on square footage; 50% additional fee for re-reviews <u>Inspections</u> - Based on hourly rate	Based on estimated hourly rates	<u>Plan Review</u> - 90/10 split; 90% of fees charged to consultant, 10% of fees to Village. <u>Inspections</u> - Based on hourly rate
Fee Schedule (Provided with Proposal?)	Included	Included	Based on hourly rates - not specific	90/10 split - not specific

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: March 14, 2017
RE: **An Ordinance Amending the Code of Ordinance of the Village of Carol Stream, Chapter 12, Article 5, Construction of Utility Facilities in the Rights-of-Way**

Cellular data usage continues to increase at drastic rates, which has placed a growing demand on cellular networks. This increased demand is causing cellular carriers to address shortcomings in their networks by installing small cell antennas in the right-of-way.

The Village Attorney created four amendments to address the installation of small cell antennas as well as provide updates to current Ordinances regarding utility construction in the right-of-way. The Village Attorney's memo describing each of the Ordinance changes is attached for your reference.

The attached Ordinance amends Chapter 12, Article 5, "Construction of Utility Facilities in the Rights-of-Way", which provides technical corrections as well as ensures the construction of wireless antennas is covered. Engineering Staff recommends that the attached Ordinance be approved and adopted. (A redline version is also attached for reference.)

cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Don Bastian, Community Development Director
Phil Modaff, Director of Public Works

KTJKLEIN, THORPE & JENKINS, LTD.
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Orland Park, Illinois 60462-5353DD: 312-984-6417
jarhodes@ktjlaw.com

www.ktjlaw.com

MEMORANDUM

**TO: Mayor and Board of Trustees
Joseph Breinig, Village Manager**

FROM: James A. Rhodes, Village Attorney

DATE: March 16, 2017

**RE: Ordinances relating to construction maintenance and repair of
utility facilities in the rights-of-way and the siting of personal
wireless antenna in the rights-of-way**

Attached you will find four ordinances that provide for the regulation of personal wireless antenna in the rights of way, amend the current ordinance regulating Village construction of utilities in the rights-of way, regulate the maintenance and repair of utilities in the rights-of-way, and repeal certain provisions of the Village's current telecommunications ordinance.

As telecommunications technology has advanced, communication through data and the use of wireless streaming has increased. This increase has required telecommunications carriers to increase the capabilities of their wireless networks. Cell towers alone no longer have the capacity for handling the volume of data and wireless streaming. The wireless industry is now seeking to install small cell wireless antennae to assist in increasing the capability of their networks.

Telecommunications carriers located cell towers through leases with private property owners or through leases with municipalities. Telecommunications carriers are now seeking to place small cell antenna on public rights of way. Growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell facilities, distributed antenna systems, and other personal wireless telecommunication facilities on new poles, and on utility and street light poles and other structures in the public rights-of-way. While State and federal law limit the authority of local governments to enact laws that unreasonably discriminate among providers of functionally equivalent services, prohibit, or have the effect of prohibiting the provision of telecommunications services by wireless service providers, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to small cell facilities,

distributed antenna systems, and other personal wireless telecommunication facility installations in the public rights-of-way.

The first ordinance, entitled an Ordinance Regulating Personal Wireless Telecommunications Antennas, Towers and Facilities within the Rights-of-Way, establishes generally applicable standards for construction, installation, use, maintenance and repair of small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations within the public rights-of-way in order to (i) prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in public rights-of-way or property, (ii) provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public rights-of-way in the small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations, (iii) preserve the character of the neighborhoods in which facilities are installed, (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight in the neighborhoods in which facilities are installed, (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public rights-of-way in the Village, and (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities.

These standards include limitations on the installation of new poles where existing poles can be used for the mounting of small cell wireless antennae, separation and clearance requirements, height limitations, structural integrity requirements and permitting requirements.

The second ordinance amends the Village's current Right-of-Way Construction Ordinance. These amendments make technical corrections to the ordinance as well as ensure that the construction of wireless cell antennae is covered by the permitting and construction requirements of that ordinance.

The third ordinance repeals certain sections of the Village's telecommunications ordinance. The state legislature's enactment of the Simplified Municipal Telecommunications Tax and the Infrastructure Maintenance Fee Act has made portions of the telecommunications ordinance obsolete. These obsolete provisions are repealed. All provisions relating to Cable have been maintained and the provisions of Article 7 which relate to maintenance and repair of telecommunications facilities have either been incorporated into the Right-of-Way Construction Ordinance or are included within the fourth attached ordinance establishing a new Article 6 of Chapter 12, entitled Maintenance and Repair of Facilities in the Right-of-Way. This ordinance regulates all maintenance and repair activities that occur within rights-of-way in the Village and has been expanded to include not only telecommunications facilities but all utility facilities.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF CAROL STREAM, CHAPTER 12, ARTICLE 5, CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

WHEREAS, the Village of Carol Stream (the "Village") is an Illinois home rule unit of government in accordance with the Illinois Constitution of 1970; and,

WHEREAS, the Village, pursuant to its home rule powers, has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public rights-of-way and that protect the public health, safety and welfare of its citizens; and

WHEREAS, the Mayor and Board of Trustees have heretofore found it to be in the best interests of the Village to adopt standards for the construction of facilities in the rights-of-way; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to amend the provisions of Chapter 12, Article 5, Construction of Utility Facilities in the Rights-of-Way as provided in this Ordinance.

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 12, Annexations, Public Ways and Properties, Article 5, Construction of Utility Facilities in the Rights-of-Way is hereby renamed as "Construction of Facilities in the Rights-of-Way".

Section 2:

The Carol Stream Code of Ordinances, Chapter 12, “Annexations, Public Ways and Properties”, Article 5, “Construction of Utility Facilities in the Rights-of-Way”, Section 12-5-1, “Purpose and Scope”, Section 12-5-2, “Definitions”, Section 12-5-4, “Permit Required, applications and fees”, Section 12-5-9, “Indemnification”, Section 12-5-15, “Location of facilities”, and Section 12-5-16, “Construction methods and materials”, are hereby amended and as amended shall read as follows:

§ 12-5-1 PURPOSE AND SCOPE.

(A) *Purpose.* The purpose of this article is to establish policies and procedures for constructing facilities on rights-of-way within the village’s jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage and visual qualities of the village rights-of-way and the village as a whole.

(B) *Intent.* In enacting this article, the village intends to exercise its authority over the rights-of-way located within the village and, in particular, the use of the public ways and property, by establishing uniform standards to address issues presented by the presence of facilities in the public ways and property, including without limitation:

(1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;

(2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;

(3) Prevent interference with the facilities and operations of the village’s utilities and of other utilities lawfully located in rights-of-way or public property;

(4) Protect against environmental damage, including damage to trees, from the installation of utility facilities;

(5) Protect against increased storm water run-off due to structures and materials that increase impermeable surfaces;

(6) Preserve the character of the neighborhoods in which facilities are installed;

(7) Preserve open space, particularly the tree-lined parkways that characterize the village’s residential neighborhoods;

(8) Prevent visual blight from the proliferation of facilities in the rights-of-way; and

(9) Assure the continued safe use and enjoyment of private properties adjacent to facilities locations.

(C) *Facilities subject to this article.* This article applies to all facilities on, over, above, along, upon, under, across or within the rights-of-way within the jurisdictional boundaries of the village. A facility lawfully established prior to the effective date of this article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(D) *Franchises, licenses or similar agreements.* The village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege

of locating their facilities on, over, above, along, upon, under, across or within the village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the village enter into such an agreement. In such an agreement, the village may provide for terms and conditions inconsistent with this article.

(E) *Effect of franchises, licenses or similar agreements.*

(1) *Utilities.* In the event that a utility provider has entered into a franchise, license or similar agreement with the village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) *Telecommunications providers.* In the event of any conflict with, or inconsistency between, the provisions of this article and the provisions of any franchise, license or similar agreement between the village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(F) *Conflicts with other articles.* This article supersedes all articles or parts of articles adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(G) *Conflicts with state and federal laws.* In the event that applicable federal or state laws or regulations conflict with the requirements of this article, the utility shall comply with the requirements of this article to the maximum extent possible without violating federal or state laws or regulations.

(H) *Sound engineering judgment.* The village shall use sound engineering judgment when administering this article and may vary the standards, conditions and requirements expressed in this article when the village so determines. Nothing herein shall be construed to limit the ability of the village to regulate its rights-of-way for the protection of the public health, safety and welfare.

(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-2 DEFINITIONS.

As used in this article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

AASHTO. American Association of State Highway and Transportation Officials.

ANSI. American National Standards Institute.

APPLICANT. A person applying for a permit under this article.

ASTM. American Society for Testing and Materials.

BACKFILL. The methods or materials for replacing excavated material in a trench or pit.

BORE or BORING. To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CABLE OPERATOR. That term as defined in 47 U.S.C. § 522(5).

CABLE SERVICE. That term as defined in 47 U.S.C. § 522(6).

CABLE SYSTEM. That term as defined in 47 U.S.C. § 522(7).

CARRIER PIPE. The pipe enclosing the liquid, gas or slurry to be transported.

CASING. A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors and fiber optic devices.

CLEAR ZONE. The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope and a clear run-out area. The desired width is dependent upon the traffic

volumes and speeds, and on the roadside geometry. Distances are specified in the *AASHTO Roadside Design Guide*.

COATING. Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE. The Code of Ordinances of the Village of Carol Stream.

COMMUNITY DEVELOPMENT DIRECTOR. The Village Director of Community Development or his or her designee.

CONDUCTOR. Wire carrying electrical current.

CONDUIT. A casing or encasement for wires or cables.

CONSTRUCTION or **CONSTRUCT.** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER. The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY. A facility having tracks or rails, wires, lines, cable, fiber optic cable, conduit, ducts or pipes located either above or below ground that cross one or more right-of-way lines of a right-of-way.

DIRECTOR OF PUBLIC WORKS. The Village Director of Public Works or his or her designee.

DISRUPT THE RIGHT-OF-WAY. For the purposes of this article, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

EASEMENT. A grant by a property owner for the use of a strip of land by the general public, a corporation or a certain person or persons for a specific purpose or purposes.

EMERGENCY. Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT. Provision of a protective casing.

ENGINEER. The Village Engineer or his or her designee.

EQUIPMENT. Materials, tools, implements, supplies and/or other items used to facilitate construction of facilities.

EXCAVATION. The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE. Pipe meeting ASTM standards for this pipe designation.

FACILITY. All structures, devices, objects and materials (including, but not limited to, tracks and rails, wires, lines, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables and appurtenances thereto) located on, over, above, along, upon, under, across or within rights-of-way under this article. For purposes of this article, the term **FACILITY** shall not include any facility owned or operated by the village.

FREESTANDING FACILITY. A facility that is not a crossing facility or a parallel facility, such as an antenna, pole, transformer, pump or meter station.

FRONTAGE ROAD. Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

HAZARDOUS MATERIALS. Any substance or material which, due to its quantity, form, concentration, location or other characteristics, is determined by the Village Engineer or Director of Public Works or designee to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

HIGHWAY. A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. **HIGHWAY** includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE. The Illinois Highway Code, 605 ILCS 5/1-101 et seq., as amended from time to time.

HOLDER. A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 ILCS 5/21-401.

IDOT. Illinois Department of Transportation.

ICC. Illinois Commerce Commission.

JACKING. Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING. Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE. The use of pole lines, trenches or other facilities by two or more utilities.

J.U.L.I.E. The Joint Utility Locating Information for Excavators utility notification program.

MAJOR INTERSECTION. The intersection of two or more major arterial highways.

OCCUPANCY. The presence of facilities on, over or under right-of-way.

PARALLEL FACILITY. A facility having tracks or rails, wires, lines, cable, fiber optic cable, conduit, ducts or pipes either above or below ground, that generally are located parallel or longitudinal to the centerline of a right-of-way.

PARKWAY. Any portion of the right-of-way not improved by street or sidewalk, trail, path or driveway apron.

PAVEMENT CUT. The removal of an area of pavement for access to facility or for the construction of a facility.

PERMITTEE. That entity to which a permit has been issued pursuant to §§ 12-5-4 and 12-5-5.

PETROLEUM PRODUCTS PIPELINES. Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane or coal-slurry.

PRACTICABLE. That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE. The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

PRIVATE LINE means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations.

PROMPT. That which is done within a period of time specified by the village. If no time period is specified, the period shall be 30 days.

PUBLIC ENTITY. A legal entity that constitutes or is part of the government, whether at local, state or federal level.

RESTORATION. The repair of a right-of-way, highway, roadway or other area disrupted by the construction of a facility.

RIGHT-OF-WAY or **RIGHTS-OF-WAY.** Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the village has the right and authority to authorize, regulate or permit the location of facilities other than those of the village. **RIGHT-OF-WAY** or **RIGHTS-OF-WAY** shall not include any real or personal village property that is not specifically described in the previous two sentences and shall not include village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

ROADWAY. The part of the highway that includes the pavement, curb and gutter and shoulders.

SALE OF TELECOMMUNICATIONS AT RETAIL. The transmitting, supplying or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

SECURITY FUND. The amount of security required pursuant to § 12-5-10.

SHOULDER. A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SOUND ENGINEERING JUDGMENT. A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS. This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities. **TELE-COMMUNICATIONS** shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. **TELECOMMUNICATIONS** shall not include purchase of telecommunications by a telecommunications provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. **TELECOMMUNICATIONS** shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. §§ 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. § 76.1500 and following), as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER. Any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER. Includes every person engaged in making sales of telecommunications at retail, as defined herein.

TRENCH. A relatively narrow open excavation for the installation of an underground facility.

UTILITY. Any individual or entity owning or operating any facility, as defined in this article, within the right of way. The term Utility includes any Public Utility as defined in the Public Utility Act, 220 ILCS 5/3-105, any telecommunications retailer or provider, and any public entity other than the village.

VENT. A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VIDEO SERVICE. That term as defined in the Illinois Cable and Video Competition Law of 2007, 220 ILCS 5/21-201(v).

VILLAGE. The Village of Carol Stream.

VILLAGE MANAGER. The Village Manager or his or her designee.

WATER LINES. Pipelines carrying raw or potable water.

WET BORING. Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.

(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-4 PERMIT REQUIRED; APPLICATIONS AND FEES.

(A) *Permit required.* No person shall construct (as defined in this article) any facility on, over, above, along, upon, under, across or within any village right-of-way which changes the location of the facility, adds a new facility, disrupts the right-of-way (as defined in this article), or materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Village Engineer and obtaining a permit from the village therefor, except as otherwise provided in this article. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

(B) *Permit application.* All applications for permits pursuant to this article shall be filed on a form provided by the village and shall be filed in such number of duplicate copies as the village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

(C) *Minimum general application requirements.* The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

- (1) The utility's name and address and telephone and telecopy numbers;
- (2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address and its interest in the work;
- (3) The names, addresses and telephone and telecopy numbers and email addresses of all professional consultants, if any, advising the applicant with respect to the application;
- (4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
- (5) Evidence that the utility has placed on file with the village:
 - (a) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the *Illinois Manual on Uniform Traffic Control Devices*, to

prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

(b) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the village and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the village finds that additional information or assurances are needed.

(6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules and regulations;

(7) Evidence of insurance as required in § 12-5-8;

(8) Evidence of posting of the security fund as required in § 12-5-10;

(9) Any request for a variance from one or more provisions of this article (see § 12-5-21); and

(10) Such additional information as may be reasonably required by the Village.

(D) *Supplemental application requirements for specific types of utilities.* In addition to the requirements of division (C) of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

(1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any “certificate of public convenience and necessity” or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

(2) In the case of natural gas systems, state the proposed pipe size, design, construction class and operating pressures;

(3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

(4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and Wheaton Sanitary District, have been satisfied; or

(5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure and the design standard to be followed.

(E) *Applicant’s duty to update information.* Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the village within 30 days after the change necessitating the amendment.

(F) *Application fees.* Unless otherwise provided by franchise, license or similar agreement, all applications for permits pursuant to this article shall be accompanied by a fee in the amount of \$115 as compensation for regulatory and administrative costs incurred in processing the application. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act, or by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act.

(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-9 INDEMNIFICATION

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, maintenance and/or repair of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this article or by a franchise, license, or similar agreement; provided, however, that, the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this article by the village, its officials, officers, employees, agents or representatives.

§ 12-5-15 LOCATION OF FACILITIES.

(A) *General requirements.* In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this division (A).

(1) *Facilities to be located underground.* All new facilities shall be located underground, unless not technically practicable.

(2) Whenever new telecommunications facilities will exhaust the capacity of a right-of-way or utility easement to reasonably accommodate future facilities, a permittee may be required to provide additional ducts, conduits, manholes and other facilities for non-discriminatory access to future permittees.

(3) *No interference with the Public Ways.* No facilities shall be placed in any location if the Village Engineer determines that the proposed location will require the relocation or displacement of any of the village's facilities or proposed village facilities or will otherwise interfere with use of the right-of-way by the general public or the operation or maintenance of any of the village's facilities, proposed village facilities, or any other existing facilities. The Village may require any facilities causing such interference to be moved, as determined by the Village Engineer.

(4) *Minimum interference and impact.* The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way. Underground telecommunications facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such duct or conduit.

(5) *No interference with travel.* No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

(6) *No limitations on visibility.* No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.

(7) *Size of utility facilities.* The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(8) *No interference with drainage.* No utility facility shall be placed in any location that interferes with storm water drainage, storage or conveyance or blocks overland flow routes.

(B) *Parallel facilities located within highways.*

(1) *Overhead parallel facilities.* An overhead parallel facility may be located within the right-of-way lines of a highway only if:

(a) Wires, lines or cable are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;

(b) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet behind the back of the curb, where available;

(c) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet outside the outer shoulder line of the roadway and are not within the clear zone;

(d) No pole is located in the ditch line of a highway; and

(e) Any ground-mounted appurtenance is located within one foot of the right-of-way line or as near as possible to the right-of-way line.

(2) *Underground parallel facilities.* An underground parallel facility may be located within the right-of-way lines of a highway only if:

(a) The facility is located as near the right-of-way line as practicable;

(b) A new facility may be located under the paved portion of a highway only if other underground locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

(c) In the case of underground power or telecommunications wires, lines or cable, the facility shall be located as near the right-of-way line as practicable and any above-grounded appurtenance shall be located within one foot of the right-of-way line or as near as practicable.

(C) *Facilities crossing highways.*

(1) *No future disruption.* The construction and design of crossing facilities installed between the ditch lines or curb lines of village highways may require the incorporation of materials and protections (such as encasement or additional cover) as deemed necessary by the village to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

(2) *Ninety-degree crossing required.* Crossing facilities shall cross at or as near to a 90-degree angle to the centerline as practicable.

(3) *Overhead power or telecommunication facility.* An overhead power or telecommunication facility may cross a highway only if:

(a) It has a minimum vertical line clearance as required by ICC's rules entitled, *Construction of Electric Power and Communication Lines* (83 Ill. Adm. Code 305);

(b) Poles are located within one foot of the right-of-way line of the highway and outside of the clear zone; and

(c) Overhead crossings at major intersections are avoided.

(4) *Underground power or telecommunication facility.* An underground power or telecommunication facility may cross a highway only if:

(a) The design materials and construction methods will provide maximum maintenance-free service life; and

(b) Capacity for the permittee's foreseeable future expansion needs is provided in the initial installation.

(5) *Markers.* The village may require the permittee to provide a marker at each right-of-way line where an underground facility other than a power or telecommunication facility crosses a highway. Each marker shall identify the type of facility, the permittee and an emergency phone number. Markers may also be eliminated as provided in current federal regulations (49 C.F.R. § 192.707 (1989)).

(D) *Facilities to be located within particular rights-of-way.* The village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

(E) *Freestanding facilities.*

(1) The village may restrict the location and size of any freestanding facility located within a right-of-way.

(2) The village may require any freestanding facility located within a right-of-way to be screened from view.

(F) *Facilities installed above ground.* Aboveground facilities may be installed only if:

(1) No other existing facilities in the area are located underground; and

(2) New underground installation is not technically practicable; and

(3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged; and

(4) The facility meets all the Zoning Code requirements of §§ 16-5-7, 16-12-1, 16-12-2, 16-16-3, 16-16-8, 16-16-9 and 16-18-1.

(G) *Facility attachments to bridges or roadway structures.*

(1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

(2) An applicant shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

(a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

(b) The type, length, value and relative importance of the highway structure in the transportation system;

(c) The alternative routings available to the utility and their comparative practicability;

(d) The proposed method of attachment;

(e) The ability of the structure to bear the increased load of the proposed facility;

- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk involved.

(H) *Appearance standards.*

(1) The village may prohibit the installation of facilities in particular locations in order to preserve visual quality.

(2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

(3) The facility must meet all the Zoning Code requirements of §§ 16-5-7, 16-12-1, 16-12-2, 16-16-3, 16-16-8, 16-16-9 and 16-18-1.

(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-16 CONSTRUCTION METHODS AND MATERIALS.

(A) *Standards and requirements for particular types of construction methods.*

(1) *Boring or jacking.*

(a) *Pits and shoring.* Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Village Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

(b) *Wet boring or jetting.* Wet boring or jetting shall not be permitted under the roadway.

(c) *Borings with diameters greater than six inches.* Borings over six inches in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch.

(d) *Borings with diameters six inches or less.* Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

(e) *Tree preservation.* Any facility located within the drip line of any tree designated by the village to be preserved or protected shall be bored under or around the root system.

(2) *Trenching.* Trenching for facility installation, repair or maintenance on rights-of-way shall be done in accord with the applicable portions of § 603 of IDOT's *Standard Specifications for Road and Bridge Construction*, and only with the approval of the Village Engineer.

(a) *Length.* The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Village Engineer.

(b) *Open trench and excavated material.* Open trench and windrowed excavated material shall be protected as required by Ch. 6 of the *Illinois Manual on Uniform Traffic Control Devices*. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

(c) *Drip line of trees.* The utility shall not trench within the drip line of any tree designated by the village to be preserved.

(3) *Backfilling.*

(a) Any pit, trench or excavation created during the installation of facilities shall be backfilled for its full width, depth and length using methods and materials in accordance with IDOT's *Standard Specifications for Road and Bridge Construction*. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

(b) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs and driveways to the proper grades, as determined by the Engineer.

(4) *Pavement cuts.* Pavement cuts for facility installation or repair shall be permitted on a highway only if allowed by the Village Engineer and only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this division (A)(4) is permitted under § 12-5-21, the following requirements shall apply.

(a) Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the Engineer.

(b) Restoration of pavement, in kind, shall be accomplished as soon as practicable and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the village.

(c) All saw cuts shall be full depth.

(d) For all rights-of-way which have been reconstructed with a concrete surface/base in the last ten years, or resurfaced in the last seven years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

(5) *Encasement.*

(a) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the village.

(b) The venting, if any, of any encasement shall extend within one foot of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

(c) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the village. Bell and spigot type pipe shall be encased regardless of installation method.

(d) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

(e) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: extra heavy pipe is used that precludes future maintenance or repair and cathodic protection of the pipe is provided;

(f) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

(6) *Minimum cover of underground facilities.* Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

<i>Type of Facility</i>	<i>Minimum Cover</i>
Communication, cable or video service lines	24 inches (or as determined by village)
Electric lines	30 inches
Gas or petroleum products	30 inches
Sanitary sewer, storm sewer, or drainage line	Sufficient cover to provide freeze protection
Water line	Sufficient cover to provide freeze protection - 66 inches minimum

(B) *Standards and requirements for particular types of facilities.*

(1) *Electric power or telecommunication lines.*

(a) *Code compliance.* Electric power or telecommunications facilities within village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled *Rules for Construction of Electric Power and Communications Lines*, and the National Electrical Safety Code.

(b) *Overhead facilities.* Overhead power or telecommunication facilities shall use single pole construction and joint use of poles shall be required unless not practicable. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no practicable alternative and if guy wires are equipped with guy guards for maximum visibility.

(c) *Underground facilities.* Cable may be installed by trenching or plowing, when approved by the Village Engineer; provided that, special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: the crossing is installed by the use of “moles”, “whip augers” or other village approved method which compress the earth to make the opening for cable installation or the installation is by the open trench method which is only permitted prior to roadway construction. Cable shall be grounded in accordance with the National Electrical Safety Code.

(d) *Burial of drops.* All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the village. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten business days after placement.

(2) *Underground facilities other than electric power or telecommunication lines.* Underground facilities other than electric power or telecommunication lines may be installed by:

(a) The use of “moles”, “whip augers” or other village approved methods which compress the earth to move the opening for the pipe;

(b) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

(c) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

(d) Tunneling with vented encasement, but only if installation is not possible by other means.

(3) *Gas transmission, distribution and service.* Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a village approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 - Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 C.F.R. part 192), IDOT's *Standard Specifications for Road and Bridge Construction* and all other applicable laws, rules and regulations.

(4) *Petroleum products pipelines.* Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B31.4).

(5) *Waterlines, sanitary sewer lines, storm water sewer lines or drainage lines.* Water lines, sanitary sewer lines, storm sewer lines and drainage lines within rights-of-way shall meet or exceed the recommendations of the current *Standard Specifications for Water and Sewer Main Construction in Illinois*.

(6) *Ground-mounted appurtenances.* Ground-mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Engineer. With the approval of the Community Development Director, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings. The facilities meet all the Zoning Code requirements of §§ 16-5-7, 16-12-1, 16-12-2, 16-16-3, 16-16-8, 16-16-9 and 16-18-1.

(C) *Materials.*

(1) *General standards.* The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's *Standards Specifications for Road and Bridge Construction*, the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

(2) *Material storage on right-of-way.* No material shall be stored on the right-of-way without the prior written approval of the Village Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the village.

(3) *Hazardous materials.* The plans submitted by the utility to the village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(D) *Operational restrictions.*

(1) No permittee or any person acting on a permittee's behalf shall take any action or permit any action to be done which may impair or damage any village property, right-of-way, or other property located in, on or adjacent to the facilities being constructed.

(2) Construction operations on rights-of-way may, at the discretion of the village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

(3) These restrictions may be waived by the Engineer when emergency work is required to restore vital utility or telecommunication services.

(4) Unless otherwise permitted by the village, the hours of construction are those set forth in § 14-2-17(H) of this code of ordinances.

(E) *Location of existing facilities.* Any utility proposing to construct facilities in the village shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 et seq.) (Ord. 2009-05-22, passed 5-4-2009)

SECTION 3: Those sections, paragraphs and provisions of Chapter 12, Article 5 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

SECTION 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS ____ DAY OF _____, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF CAROL STREAM, CHAPTER 12, ARTICLE 5, CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

WHEREAS, the Village of Carol Stream (the "Village") is an Illinois home rule unit of government in accordance with the Illinois Constitution of 1970; and,

WHEREAS, the Village, pursuant to its home rule powers, has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public rights-of-way and that protect the public health, safety and welfare of its citizens; and

WHEREAS, the Mayor and Board of Trustees have heretofore found it to be in the best interests of the Village to adopt standards for the construction of utility facilities in the rights-of-way; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to amend the provisions of Chapter 12, Article 5, Construction of Utility Facilities in the Rights-of-Way as provided in this Ordinance.

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 12, Annexations, Public Ways and Properties, Article 5, Construction of Utility Facilities in the Rights-of-Way is hereby renamed as "Construction of Utility Facilities in the Rights-of-Way".

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Section 2:

The Carol Stream Code of Ordinances, Chapter 12, Annexations, Public Ways and Properties, Article 5, Construction of Utility Facilities in the Rights-of-Way, Section 12-5-1, "Purpose and Scope", Section 12-5-2, "Definitions", Section 12-5-4, "Permit Required, applications and fees", Section 12-5-9, "Indemnification", Section 12-5-15, "Location of facilities", and Section 12-5-16, "Construction methods and materials", are hereby amended and as amended shall read as follows:

§ 12-5-1 PURPOSE AND SCOPE.

(A) *Purpose.* The purpose of this article is to establish policies and procedures for constructing facilities on rights-of-way within the village's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage and visual qualities of the village rights-of-way and the village as a whole.

(B) *Intent.* In enacting this article, the village intends to exercise its authority over the rights-of-way located within the village and, in particular, the use of the public ways and property ~~by utilities~~, by establishing uniform standards to address issues presented by ~~utility~~ the presence of facilities in the public ways and property, including without limitation:

- (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicular and pedestrian traffic;
- (3) Prevent interference with the facilities and operations of the village's utilities and of other utilities lawfully located in rights-of-way or public property;
- (4) Protect against environmental damage, including damage to trees, from the installation of utility facilities;
- (5) Protect against increased storm water run-off due to structures and materials that increase impermeable surfaces;
- (6) Preserve the character of the neighborhoods in which facilities are installed;
- (7) Preserve open space, particularly the tree-lined parkways that characterize the village's residential neighborhoods;
- (8) Prevent visual blight from the proliferation of facilities in the rights-of-way; and
- (9) Assure the continued safe use and enjoyment of private properties adjacent to ~~utility~~ facilities locations.

(C) *Facilities subject to this article.* This article applies to all facilities on, over, above, along, upon, under, across or within the rights-of-way within the jurisdictional boundaries of the village. A facility lawfully established prior to the effective date of this article may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(D) *Franchises, licenses or similar agreements.* The village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege

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of locating their facilities on, over, above, along, upon, under, across or within the village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the village enter into such an agreement. In such an agreement, the village may provide for terms and conditions inconsistent with this article.

(E) *Effect of franchises, licenses or similar agreements.*

(1) *Utilities other than telecommunications providers.* In the event that a utility other than a telecommunications provider has entered into a franchise, license or similar agreement with the village, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) *Telecommunications providers.* In the event of any conflict with, or inconsistency between, the provisions of this article and the provisions of any franchise, license or similar agreement between the village and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(F) *Conflicts with other articles.* This article supersedes all articles or parts of articles adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(G) *Conflicts with state and federal laws.* In the event that applicable federal or state laws or regulations conflict with the requirements of this article, the utility shall comply with the requirements of this article to the maximum extent possible without violating federal or state laws or regulations.

(H) *Sound engineering judgment.* The village shall use sound engineering judgment when administering this article and may vary the standards, conditions and requirements expressed in this article when the village so determines. Nothing herein shall be construed to limit the ability of the village to regulate its rights-of-way for the protection of the public health, safety and welfare.

(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-2 DEFINITIONS.

As used in this article and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

AASHTO. American Association of State Highway and Transportation Officials.

ANSI. American National Standards Institute.

APPLICANT. A person applying for a permit under this article.

ASTM. American Society for Testing and Materials.

BACKFILL. The methods or materials for replacing excavated material in a trench or pit.

BORE or BORING. To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

CABLE OPERATOR. That term as defined in 47 U.S.C. § 522(5).

CABLE SERVICE. That term as defined in 47 U.S.C. § 522(6).

CABLE SYSTEM. That term as defined in 47 U.S.C. § 522(7).

CARRIER PIPE. The pipe enclosing the liquid, gas or slurry to be transported.

CASING. A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors and fiber optic devices.

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CLEAR ZONE. The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the *AASHTO Roadside Design Guide*.

COATING. Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

CODE. The Municipal Code of Ordinances of the Village of Carol Stream.

COMMUNITY DEVELOPMENT DIRECTOR. The Village Director of Community Development or his or her designee.

CONDUCTOR. Wire carrying electrical current.

CONDUIT. A casing or encasement for wires or cables.

CONSTRUCTION or **CONSTRUCT.** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

COVER. The depth of earth or backfill over buried utility pipe or conductor.

CROSSING FACILITY. A facility having track or rails, wires, lines, cable, fiber optic cable, conduit, ducts or pipes located either above or below ground that crosses one or more right-of-way lines of a right-of-way.

DIRECTOR OF PUBLIC WORKS. The Village Director of Public Works or his or her designee.

DISRUPT THE RIGHT-OF-WAY. For the purposes of this article, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

EASEMENT. A grant by a property owner for the use of a strip of land by the general public, a corporation or a certain person or persons for a specific purpose or purposes.

EMERGENCY. Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

ENCASEMENT. Provision of a protective casing.

ENGINEER. The Village Engineer or his or her designee.

EQUIPMENT. Materials, tools, implements, supplies and/or other items used to facilitate construction of facilities.

EXCAVATION. The making of a hole or cavity by removing material, or laying bare by digging.

EXTRA HEAVY PIPE. Pipe meeting ASTM standards for this pipe designation.

FACILITY. All structures, devices, objects and materials (including, but not limited to, track and rails, wires, lines, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables and appurtenances thereto) located on, over, above, along, upon, under, across or within rights-of-way under this article. For purposes of this article, the term **FACILITY** shall not include any facility owned or operated by the village.

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FREESTANDING FACILITY. A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump or meter station.

FRONTAGE ROAD. Roadway, usually parallel, providing access to land adjacent to the highway where it is precluded by control of access to a highway.

HAZARDOUS MATERIALS. Any substance or material which, due to its quantity, form, concentration, location or other characteristics, is determined by the Village Engineer or Director of Public Works or designee to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to, explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

HIGHWAY. A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. **HIGHWAY** includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

HIGHWAY CODE. The Illinois Highway Code, 605 ILCS 5/1-101 et seq., as amended from time to time.

HOLDER. A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, 220 ILCS 5/21-401.

IDOT. Illinois Department of Transportation.

ICC. Illinois Commerce Commission.

JACKING. Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

JETTING. Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

JOINT USE. The use of pole lines, trenches or other facilities by two or more utilities.

J.U.L.I.E. The Joint Utility Locating Information for Excavators utility notification program.

MAJOR INTERSECTION. The intersection of two or more major arterial highways.

OCCUPANCY. The presence of facilities on, over or under right-of-way.

PARALLEL FACILITY. A facility having track or rails, wires, lines, cable, fiber optic cable, conduit, ducts or pipes either above or below ground, that is generally are located parallel or longitudinal to the centerline of a right-of-way.

PARKWAY. Any portion of the right-of-way not improved by street or sidewalk, trail, path or driveway apron.

PAVEMENT CUT. The removal of an area of pavement for access to facility or for the construction of a facility.

PERMITTEE. That entity to which a permit has been issued pursuant to §§ 12-5-4 and 12-5-5.

PETROLEUM PRODUCTS PIPELINES. Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane or coal-slurry.

PRACTICABLE. That which is performable, feasible or possible, rather than that which is simply convenient.

PRESSURE. The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

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PRIVATE LINE means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations.

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PROMPT. That which is done within a period of time specified by the village. If no time period is specified, the period shall be 30 days.

PUBLIC ENTITY. A legal entity that constitutes or is part of the government, whether at local, state or federal level.

RESTORATION. The repair of a right-of-way, highway, roadway or other area disrupted by the construction of a facility.

RIGHT-OF-WAY or **RIGHTS-OF-WAY.** Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the village has the right and authority to authorize, regulate or permit the location of facilities other than those of the village. **RIGHT-OF-WAY** or **RIGHTS-OF-WAY** shall not include any real or personal village property that is not specifically described in the previous two sentences and shall not include village buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

ROADWAY. The part of the highway that includes the pavement, curb and gutter and shoulders.

SALE OF TELECOMMUNICATIONS AT RETAIL. The transmitting, supplying or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

SECURITY FUND. The amount of security required pursuant to § 12-5-10.

SHOULDER. A width of roadway, adjacent to the pavement, providing lateral support to the pavement edge and providing an area for emergency vehicular stops and storage of snow removed from the pavement.

SOUND ENGINEERING JUDGMENT. A decision(s) consistent with generally accepted engineering principles, practices and experience.

TELECOMMUNICATIONS. This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities. ~~**PRIVATE LINE** means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations.~~ **TELE-COMMUNICATIONS** shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. **TELECOMMUNICATIONS** shall not include purchase of telecommunications by a telecommunications ~~service~~ provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. **TELECOMMUNICATIONS** shall not

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include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. §§ 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. § 76.1500 and following), as now or hereafter amended.

TELECOMMUNICATIONS PROVIDER. Any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

TELECOMMUNICATIONS RETAILER. Includes every person engaged in making sales of telecommunications at retail, as defined herein.

TRENCH. A relatively narrow open excavation for the installation of an underground facility.

UTILITY. ~~The~~Any individual or entity owning or operating any facility, as defined in this article, within the right of way. The term Utility includes any Public Utility as defined in the Public Utility Act, 220 ILCS 5/3-105, any telecommunications retailer or provider, and any governmental entity.

VENT. A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

VIDEO SERVICE. That term as defined in the Illinois Cable and Video Competition Law of 2007, 220 ILCS 5/21-201(v).

VILLAGE. The Village of Carol Stream.

VILLAGE MANAGER. The Village Manager or his or her designee.

WATER LINES. Pipelines carrying raw or potable water.

WET BORING. Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.
(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-4 PERMIT REQUIRED; APPLICATIONS AND FEES.

(A) *Permit required.* No person shall construct (as defined in this article) any facility on, over, above, along, upon, under, across or within any village right-of-way which changes the location of the facility, adds a new facility, disrupts the right-of-way (as defined in this article), or materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the Village Engineer and obtaining a permit from the village therefor, except as otherwise provided in this article. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way.

(B) *Permit application.* All applications for permits pursuant to this article shall be filed on a form provided by the village and shall be filed in such number of duplicate copies as the village may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly.

(C) *Minimum general application requirements.* The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

(1) The utility's name and address and telephone and telecopy numbers;

(2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address and its interest in the work;

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(3) The names, addresses and telephone and telecopy numbers and email addresses of all professional consultants, if any, advising the applicant with respect to the application;

(4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

(5) Evidence that the utility has placed on file with the village:

(a) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the *Illinois Manual on Uniform Traffic Control Devices*, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and

(b) An emergency contingency plan which shall specify the nature of potential emergencies, including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the village and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the village finds that additional information or assurances are needed.

(6) Drawings, plans and specifications showing the work proposed, including the certification of an engineer that such drawings, plans, and specifications comply with applicable codes, rules and regulations;

(7) Evidence of insurance as required in § 12-5-8;

(8) Evidence of posting of the security fund as required in § 12-5-10;

(9) Any request for a variance from one or more provisions of this article (see § 12-5-21); and

(10) Such additional information as may be reasonably required by the Village.

(D) *Supplemental application requirements for specific types of utilities.* In addition to the requirements of division (C) of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

(1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "certificate of public convenience and necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

(2) In the case of natural gas systems, state the proposed pipe size, design, construction class and operating pressures;

(3) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

(4) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and Wheaton Sanitary District, have been satisfied; or

(5) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure and the design standard to be followed.

(E) *Applicant's duty to update information.* Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the village within 30 days after the change necessitating the amendment.

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(F) *Application fees.* Unless otherwise provided by franchise, license or similar agreement, all applications for permits pursuant to this article shall be accompanied by a fee in the amount of \$115 as compensation for regulatory and administrative costs incurred in processing the application. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act, ~~being 35 ILCS 645/5-1 et seq.~~ or by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act. (Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-9 INDEMNIFICATION

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, maintenance and/or repair of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this article or by a franchise, license, or similar agreement; provided, however, that, the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this article by the village, its officials, officers, employees, agents or representatives.

§ 12-5-15 LOCATION OF FACILITIES.

(A) *General requirements.* In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this division (A).

(1) *Facilities to be located underground.* Whenever any existing electric facilities, cable facilities or telecommunications facilities are located underground within the right-of-way, all new facilities shall be located underground, unless not technically practicable.

(2) Whenever new telecommunications facilities will exhaust the capacity of a right-of-way or utility easement to reasonably accommodate future facilities, a grantee may be required to provide additional ducts, conduits, manholes and other facilities for non-discriminatory access to future grantees.

(3) *No interference with ~~village facilities~~ the Public Ways.* No utility facilities shall be placed in any location if the Village Engineer determines that the proposed location will require the relocation or displacement of any of the village's facilities or proposed village facilities or will otherwise interfere with use of the right-of-way by the general public or the operation or maintenance of any of the village's utility facilities, ~~or proposed village facilities,~~ any other utility's existing facilities. The Village may require any facilities causing such interference to be moved, as determined by the Village Engineer.

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(42) *Minimum interference and impact.* The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way. Underground telecommunications facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such duct or conduit.

(53) *No interference with travel.* No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

(64) *No limitations on visibility.* No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.

(75) *Size of utility facilities.* The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(86) *No interference with drainage.* No utility facility shall be placed in any location that interferes with storm water drainage, storage or conveyance or blocks overland flow routes.

(B) *Parallel facilities located within highways.*

(1) *Overhead parallel facilities.* An overhead parallel facility may be located within the right-of-way lines of a highway only if:

(a) Wires, JL-lines or cable are located as near as practicable to the right-of-way line and as nearly parallel to the right-of-way line as reasonable pole alignment will permit;

(b) Where pavement is curbed, poles are as remote as practicable from the curb with a minimum distance of two feet behind the back of the curb, where available;

(c) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet outside the outer shoulder line of the roadway and are not within the clear zone;

(d) No pole is located in the ditch line of a highway; and

(e) Any ground-mounted appurtenance is located within one foot of the right-of-way line or as near as possible to the right-of-way line.

(2) *Underground parallel facilities.* An underground parallel facility may be located within the right-of-way lines of a highway only if:

(a) The facility is located as near the right-of-way line as practicable;

(b) A new facility may be located under the paved portion of a highway only if other underground locations are impracticable or inconsistent with sound engineering judgment (e.g., a new cable may be installed in existing conduit without disrupting the pavement); and

(c) In the case of ~~an~~ underground power or telecommunications wires, lines or cable, the facility shall be located as near the right-of-way line as practicable and any above-grounded appurtenance shall be located within one foot of the right-of-way line or as near as practicable.

(C) *Facilities crossing highways.*

(1) *No future disruption.* The construction and design of crossing facilities installed between the ditch lines or curb lines of village highways may require the incorporation of materials and protections (such as encasement or additional cover) as deemed necessary by the village to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

~~(2) *Culverts or drainage facilities.* Crossing facilities shall not be located in culverts or drainage facilities.~~

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(23) *Ninety-degree crossing required.* Crossing facilities shall cross at or as near to a 90-degree angle to the centerline as practicable.

(34) *Overhead power or telecommunication facility.* An overhead power or telecommunication facility may cross a highway only if:

(a) It has a minimum vertical line clearance as required by ICC's rules entitled, *Construction of Electric Power and Communication Lines* (83 Ill. Adm. Code 305);

(b) Poles are located within one foot of the right-of-way line of the highway and outside of the clear zone; and

(c) Overhead crossings at major intersections are avoided.

(45) *Underground power or telecommunication facility.* An underground power or telecommunication facility may cross a highway only if:

(a) The design materials and construction methods will provide maximum maintenance-free service life; and

(b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

(56) *Markers.* The village may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or telecommunication facility crosses a highway. Each marker shall identify the type of facility, the utility and an emergency phone number. Markers may also be eliminated as provided in current federal regulations (49 C.F.R. § 192.707 (1989)).

(D) *Facilities to be located within particular rights-of-way.* The village may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

(E) *Freestanding facilities.*

(1) The village may restrict the location and size of any freestanding facility located within a right-of-way.

(2) The village may require any freestanding facility located within a right-of-way to be screened from view.

(F) *Facilities installed above ground.* Aboveground facilities may be installed only if:

(1) No other existing facilities in the area are located underground;

(2) New underground installation is not technically ~~feasible~~ practicable; and

(3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is strongly discouraged; and

(4) The facility meets all the Zoning Code requirements of §§ 16-5-7, 16-12-1, 16-12-2, 16-16-3, 16-16-8, 16-16-9 and 16-18-1.

(G) *Facility attachments to bridges or roadway structures.*

(1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile,

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flammable, corrosive or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

(2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

(a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

(b) The type, length, value and relative importance of the highway structure in the transportation system;

(c) The alternative routings available to the utility and their comparative practicability;

(d) The proposed method of attachment;

(e) The ability of the structure to bear the increased load of the proposed facility;

(f) The degree of interference with bridge maintenance and painting;

(g) The effect on the visual quality of the structure; and

(h) The public benefit expected from the utility service as compared to the risk involved.

(H) *Appearance standards.*

(1) The village may prohibit the installation of facilities in particular locations in order to preserve visual quality.

(2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.

(3) The facility must meet all the Zoning Code requirements of §§ 16-5-7, 16-12-1, 16-12-2, 16-16-3, 16-16-8, 16-16-9 and 16-18-1.
(Ord. 2009-05-22, passed 5-4-2009)

§ 12-5-16 CONSTRUCTION METHODS AND MATERIALS.

(A) *Standards and requirements for particular types of construction methods.*

(1) *Boring or jacking.*

(a) *Pits and shoring.* Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the Village Engineer from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

(b) *Wet boring or jetting.* Wet boring or jetting shall not be permitted under the roadway.

(c) *Borings with diameters greater than six inches.* Borings over six inches in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch.

(d) *Borings with diameters six inches or less.* Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

(e) *Tree preservation.* Any facility located within the drip line of any tree designated by the village to be preserved or protected shall be bored under or around the root system.

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(2) *Trenching.* Trenching for facility installation, repair or maintenance on rights-of-way shall be done in accord with the applicable portions of § 603 of IDOT's *Standard Specifications for Road and Bridge Construction*, and only with the approval of the Village Engineer.

(a) *Length.* The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the Village Engineer.

(b) *Open trench and excavated material.* Open trench and windrowed excavated material shall be protected as required by Ch. 6 of the *Illinois Manual on Uniform Traffic Control Devices*. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

(c) *Drip line of trees.* The utility shall not trench within the drip line of any tree designated by the village to be preserved.

(3) *Backfilling.*

(a) Any pit, trench or excavation created during the installation of facilities shall be backfilled for its full width, depth and length using methods and materials in accordance with IDOT's *Standard Specifications for Road and Bridge Construction*. When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

(b) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Engineer, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs and driveways to the proper grades, as determined by the Engineer.

(4) *Pavement cuts.* Pavement cuts for facility installation or repair shall be permitted on a highway only if allowed by the Village Engineer and only if that portion of the highway is closed to traffic. If a variance to the limitation set forth in this division (A)(4) is permitted under § 12-5-21, the following requirements shall apply.

(a) Any excavation under pavements shall be backfilled and compacted as soon as practicable with granular material of CA-6 or CA-10 gradation, as designated by the Engineer.

(b) Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the village.

(c) All saw cuts shall be full depth.

(d) For all rights-of-way which have been reconstructed with a concrete surface/base in the last ten years, or resurfaced in the last seven years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

(5) *Encasement.*

(a) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the village.

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(b) The venting, if any, of any encasement shall extend within one foot of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

(c) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or village approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the village. Bell and spigot type pipe shall be encased regardless of installation method.

(d) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

(e) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: extra heavy pipe is used that precludes future maintenance or repair and cathodic protection of the pipe is provided;

(f) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

(6) *Minimum cover of underground facilities.* Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

<i>Type of Facility</i>	<i>Minimum Cover</i>
Communication, cable or video service lines	24 inches (or as determined by village)
Encasement	30 inches
Gas or petroleum products	30 inches
Sanitary sewer, storm sewer, or drainage line	Sufficient equal to provide freeze protection
Water line	Sufficient cover to provide freeze protection - 66 inches minimum

(B) *Standards and requirements for particular types of facilities.*

(1) *Electric power or telecommunication lines.*

(a) *Code compliance.* Electric power or telecommunications facilities within village rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled *Rules for Construction of Electric Power and Communications Lines*, and the National Electrical Safety Code.

(b) *Overhead facilities.* Overhead power or telecommunication facilities shall use single pole construction and, ~~where practicable,~~ joint use of poles shall be required unless not practicable used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no ~~practicable~~ feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

(c) *Underground facilities.* Cable may be installed by trenching or plowing, when approved by the Village Engineer; provided that, special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads. If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if: the crossing is installed by the use of "moles", "whip augers" or other village approved method which compress the earth to make the opening for cable installation or the installation is by the open trench method which is only permitted prior to roadway construction. Cable shall be grounded in accordance with the National Electrical Safety Code.

(d) *Burial of drops.* All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of

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the current year, weather permitting, unless otherwise permitted by the village. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten business days after placement.

(2) *Underground facilities other than electric power or telecommunication lines.* Underground facilities other than electric power or telecommunication lines may be installed by:

(a) The use of “moles”, “whip augers” or other village approved methods which compress the earth to move the opening for the pipe;

(b) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

(c) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

(d) Tunneling with vented encasement, but only if installation is not possible by other means.

(3) *Gas transmission, distribution and service.* Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a village approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 - Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 C.F.R. part 192), IDOT’s *Standard Specifications for Road and Bridge Construction* and all other applicable laws, rules and regulations.

(4) *Petroleum products pipelines.* Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B31.4).

(5) *Waterlines, sanitary sewer lines, storm water sewer lines or drainage lines.* Water lines, sanitary sewer lines, storm sewer lines and drainage lines within rights-of-way shall meet or exceed the recommendations of the current *Standard Specifications for Water and Sewer Main Construction in Illinois*.

(6) *Ground-mounted appurtenances.* Ground-mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Engineer. With the approval of the Community Development Director, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings. The facilities meet all the Zoning Code requirements of §§ 16-5-7, 16-12-1, 16-12-2, 16-16-3, 16-16-8, 16-16-9 and 16-18-1.

(C) *Materials.*

(1) *General standards.* The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT’s *Standards Specifications for Road and Bridge Construction*, the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

(2) *Material storage on right-of-way.* No material shall be stored on the right-of-way without the prior written approval of the Village Engineer. When such storage is permitted, all pipe, conduit, wire, poles, cross arms or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle

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to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the village.

(3) *Hazardous materials.* The plans submitted by the utility to the village shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(D) *Operational restrictions.*

(1) No Permittee or any person acting on a Permittee's behalf shall take any action or permit any action to be done which may impair or damage any village property, right-of-way, or other property located in, on or adjacent to the facilities being constructed.

(2) Construction operations on rights-of-way may, at the discretion of the village, be required to be discontinued when such operations would create hazards to traffic or the public health, safety and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

(3) These restrictions may be waived by the Engineer when emergency work is required to restore vital utility services.

(4) Unless otherwise permitted by the village, the hours of construction are those set forth in § 14-2-17(H) of this code of ordinances.

(E) *Location of existing facilities.* Any utility proposing to construct facilities in the village shall contact J.U.L.I.E. and ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The village will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the village or by J.U.L.I.E., a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 et seq.) (Ord. 2009-05-22, passed 5-4-2009)

SECTION 3: Those sections, paragraphs and provisions of Chapter 12, Article 5 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

SECTION 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval by law.

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PASSED AND APPROVED THIS ____ DAY OF _____, 2017.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

Laura Czamecki, Village Clerk

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Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: March 14, 2017
RE: **An Ordinance Regulating Personal Wireless Telecommunications Antennas, Towers and Facilities within the Rights-of-Way**

Cellular data usage continues to increase at drastic rates, which has placed a growing demand on cellular networks. This increased demand is causing cellular carriers to address shortcomings in their networks by installing small cell antennas in the right-of-way.

The Village Attorney created four amendments to address the installation of small cell antennas as well as provide updates to current Ordinances regarding utility construction in the right-of-way. The Village Attorney's memo describing each of the Ordinance changes is attached for your reference.

The attached Ordinance amends Chapter 12, by adding Article 7, "Small Cell Antennas and Towers", which establishes standards for small cell and other wireless telecommunication facilities within the right-of-way. Engineering Staff recommends that the attached Ordinance be approved and adopted.

cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Don Bastian, Community Development Director
Phil Modaff, Director of Public Works

AN ORDINANCE REGULATING PERSONAL WIRELESS TELECOMMUNICATIONS ANTENNAS, TOWERS AND FACILITIES WITHIN THE RIGHT OF WAY

WHEREAS, the Village of Carol Stream (the "Village") is an Illinois home rule unit of government in accordance with the Illinois Constitution of 1970; and,

WHEREAS, the Village, pursuant to its home rule powers, has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public rights-of-way and that protect the public health, safety and welfare of its citizens; and

WHEREAS, the Village is further authorized to adopt the provisions contained herein pursuant to its authority to regulate the public right-of-way under Article 11, Division 80 of the Illinois Municipal Code 65 ILCS 5/11-801 *et seq.*; and

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

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell facilities, distributed antenna systems, and other personal wireless telecommunication facilities on utility and street light poles and other structures in the public rights-of-way. While State and federal law limit the authority of local governments to enact laws that unreasonably discriminate among providers of functionally equivalent services, prohibit, or have the effect of prohibiting the provision of telecommunications services by wireless service providers, the Village is authorized, under existing State and federal law, to enact appropriate regulations and restrictions relative to

small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations in the public rights-of-way; and

WHEREAS, in anticipation of continued increased demand for placement of small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations within the public rights-of-way, the Mayor and Board of Trustees find that it is in the best interests of the public health, safety and general welfare of the Village to adopt this ordinance in order to establish generally applicable standards for construction, installation, use, maintenance and repair of small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations within the public rights-of-way in the Village so as to, among other things: (i) prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in public rights-of-way or property, (ii) provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public rights-of-way in the small cell facilities, distributed antenna systems, and other personal wireless telecommunication facility installations, (iii) preserve the character of the neighborhoods in which facilities are installed, (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight in the neighborhoods in which facilities are installed, (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public rights-of-way in the Village, and (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities.

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 12, “Annexations, Public Ways and Properties”, is hereby amended by adding Article 7, “Small Cell Antennas and Towers”, which shall read as follows:

§12-7-1 DEFINITIONS.

As used in this Article, the following terms shall have the meanings ascribed to them in this section.

ALTERNATIVE ANTENNA STRUCTURE. An existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a Village owned infrastructure.

ANTENNA. Communications equipment that transmits or receives electromagnetic radio signals used in the provision of any type of wireless communications services.

APPLICANT. Any person or entity submitting an application to install personal wireless telecommunication facilities or structures to support the facilities within a public right-of-way.

DISTRIBUTED ANTENNA SYSTEM (DAS). A type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area. Generally serves multiple carriers.

LANDSCAPE SCREENING. The installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

MONOPOLE. A tower composed of a single spire or pole designed and used to support antennas or related equipment and that is not a utility pole, an alternative antenna structure, or a Village owned infrastructure.

PERSONAL WIRELESS TELECOMMUNICATION ANTENNA. An antenna that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATION EQUIPMENT. Equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

PERSONAL WIRELESS TELECOMMUNICATIONS FACILITY. An antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data video streams, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

PRACTICABLE. That which is performable, feasible or possible, rather than that which is simply convenient.

SMALL CELL FACILITIES. A Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area. Generally single-service provider installation.

TOWER. Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers, and that is not a utility pole, an alternative antenna structure, or a Village owned infrastructure. Except as otherwise provided for by this Ordinance, the requirements for a tower and associated antenna facilities shall be those required in this Ordinance.

UTILITY POLE. An upright pole designed and used to support electric cables, telephone cables, telecommunication cables, cable service cables, which are used to provide lighting, traffic control, signage, or a similar function.

VARIANCE or VARIATION. A grant of relief by the Village, either by the Village Manager or his designee, in the case of an administrative variance or by the Village Board pursuant to the provisions of Section 12-5-21 of the Code of Ordinances.

VILLAGE OWNED INFRASTRUCTURE. Infrastructure in public rights-of-way within the boundaries of the Village, including, but not limited to, streetlights, traffic signals, towers, structures, or buildings owned, operated or maintained by the Village.

WI-FI ANTENNA. An antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

§12-7-2 Standards and Regulations.

Personal wireless telecommunication facilities will be permitted to be placed in rights-of-way within the Village as attachments to existing utility poles, alternative antenna structures, towers or Village owned infrastructure subject to the following regulations:

A. *Number Limitation and Co-Location.* The Village Manager or his/her designee may regulate the number of personal wireless telecommunications facilities allowed on each utility pole alternative antenna structure or unit of Village owned infrastructure. No more than two (2) personal wireless telecommunications facilities will be permitted on a utility pole, alternative antenna structure or Village owned infrastructure of ninety (90) feet or less. No more than three (3) personal wireless telecommunications facilities will be permitted on a utility pole, alternative antenna structure or Village owned infrastructure in excess of ninety (90) feet and less than one-hundred and twenty (120) feet. This Ordinance does not preclude or prohibit co-location of personal wireless telecommunication facilities on towers or monopoles that meet the requirements as set forth elsewhere in this section or as required by federal law.

B. *Separation and Clearance Requirements.* Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure, tower, or Village owned infrastructure only where such pole, structure or infrastructure is located no closer than one hundred (100) feet from any residential building and no closer than five hundred (500) feet from any other personal wireless telecommunications facility in a residentially zoned area and three hundred (300) feet from any other personal wireless telecommunication facility in any other zoning district. A separation or lesser clearance may be allowed by the Village Manager or his/her designee as an administrative variance to this Ordinance when the Applicant establishes that the lesser separation or clearance is necessary to close a significant coverage or capacity in the Applicant's services or to otherwise provide adequate services to customers, and no other viable alternative location or locations are available.

C. *Village Owned Infrastructure.* Personal wireless telecommunication facilities can only be mounted to Village owned infrastructure including, but not limited to, streetlights, traffic signal, towers or buildings, if authorized by a license or other agreement between the owner and the Village.

D. *New Towers.* No new monopole or other tower to support personal wireless telecommunication facilities is permitted to be installed on right-of-ways within the jurisdictional boundaries of the Village unless the Mayor and Board of Trustees find, based on clear and convincing evidence provided by the applicant, that locating the personal wireless telecommunications facilities on a new monopole or tower in the right-of-way is necessary to close a significant coverage or capacity gap in the applicant's services and there are no other viable

alternatives to the installation of new monopole or tower, including but not limited to multiple pole collocation.

E. *Attachment Limitations.* No personal wireless telecommunication antenna or facility within the right-of-way will be attached to a utility pole, alternative antenna structure, tower or Village owned infrastructure unless all of the following conditions are satisfied:

1. **Surface Area of Antenna:** The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, cannot have a surface area of more than seven (7) cubic feet in volume.

2. **Size of Above-Ground Personal Wireless Telecommunication Facility:** The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed thirty-two (32) cubic feet.

3. **Personal Wireless Telecommunication Equipment:** The operator of a personal wireless telecommunication facility must, whenever practicable, locate the base of the equipment or appurtenances at a height of no lower than ten (10) feet above grade.

4. **Personal Wireless Telecommunication Services Equipment Mounted at Grade:** In the event that the operator of a personal wireless telecommunication facility proposes to install a facility where equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility. Screening must be installed at least three (3) feet from the equipment installed at-grade and eight (8) feet from a roadway.

5. **Height:** The top of the highest point of the antenna cannot extend more than seven (7) feet above the highest point of the utility pole, alternative antenna support structure, tower or Village owned infrastructure. If necessary, a replacement or new utility pole, alternative support structure or Village owned infrastructure located within the public rights-of-way may be not be higher than the average height of all existing poles located within five hundred (500) feet of the replacement or new pole or structure, or no more than ninety (90) feet in height overall, whichever is less.

6. **Color:** A personal wireless telecommunication facility, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure, tower or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover.

7. **Antenna Panel Covering:** A personal wireless telecommunication antenna may include a radome, cap or other antenna panel covering or shield, to the extent such covering would not result in a larger or more noticeable facility and, if proposed, such covering must be of a color that blends with the color of the pole, structure, tower or infrastructure on which it is mounted.

8. **Wiring and Cabling:** Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the electrical code currently in effect. No wiring and cabling serving the facility will be allowed to interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.

9. **Grounding:** The personal wireless telecommunication facility must be grounded in accordance with the requirements of the electrical code currently in effect in the Village.

10. **Guy Wires:** No guy or other support wires will be used in connection with a personal wireless telecommunication facility unless the facility is to be attached to an existing utility pole, alternative antenna support structure, tower or Village owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.

11. **Pole Extensions:** Extensions to utility poles, alternative support structures, towers and Village owned infrastructure may be allowed only when a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment cannot be directly

connected to the utility poles, alternative support structures, towers and Village owned infrastructure. No extension may exceed five (5) feet in height and any extension must have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the applicable structural integrity standards as set forth in Subsection 12 herein. An extension must be securely bound to the utility pole, alternative antenna structure, tower or Village owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions.

12. **Structural Integrity:** The personal wireless telecommunication facility, including the antenna, pole extension and all related equipment must be designed to withstand a wind force and ice loads in accordance with applicable standards established in Chapter 25 of the National Electric Safety Code for utility poles, Rule 250-B and 250-C standards governing wind, ice, and loading forces on utility poles, in the American National Standards Institute (ANSI) in TIA/EIA Section 222-G established by the Telecommunications Industry Association (TIA) and the Electronics Industry Association (EIA) for steel wireless support structures and the applicable industry standard for other existing structures. For any facility attached to Village owned infrastructure or, in the discretion of the Village, for a utility pole, tower or alternative antenna structure, the operator of the facility must provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation must be prepared by a professional structural engineer licensed in the State of Illinois.

F. *Signage.* Other than signs required by federal law or regulations or identification and location markings, installation of signs on a personal wireless telecommunication facility is prohibited.

G. *Screening.* If screening is required under C.4 above, it must be natural landscaping material or a fence subject to the approval of the Village and must comply with all regulations of the Village. Appropriate landscaping must be located and maintained and must provide the maximum achievable screening, as determined by the Village, from view of adjoining properties and public or private streets. Notwithstanding the foregoing, no such screening is required to extend more than nine (9) feet in height. Landscape screening when permitted in the right-of-way must be provided with a clearance of three (3) feet in all directions from the facility. The color of housing for ground-mounted equipment must blend with the surroundings. For a covered structure, the maximum reasonably achievable screening must be provided between such facility and the view from adjoining properties and public or private streets. In lieu of the operator installing the screening, the Village, at its sole discretion, may accept a fee from the operator of the facility for the acquisition, installation, or maintenance of landscaping material by the Village.

H. *Permission to Use Utility Pole or Alternative Antenna Structure.* The operator of a personal wireless telecommunication facility must submit to the Village written copies of the approval from the owner of a utility pole, tower, or an alternative antenna structure, to mount the personal wireless telecommunication facility on that specific pole, tower or structure, prior to issuance of the Village permit.

I. *Licenses and Permits.* The operator of a personal wireless telecommunication facility must provide evidence to the Village that any "certificate of public convenience and necessity" or other regulatory authorization that the operator is required by law to obtain has been issued by the Illinois Commerce Commission or other jurisdictional authority and that the operator has received all concurrent licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of said facility have been obtained and will be maintained within the corporate limits of the Village.

J. *Variance Requirements.* Each location of a personal wireless telecommunication facility within a right-of-way must meet all of the requirements of this Ordinance, unless a variance has been obtained in accordance with Chapter 12, Article 5, Section 12-5-21.

K. *Abandonment and Removal.* Any personal wireless telecommunication facility located within the corporate limits of the Village that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the owner of the facility must remove same within ninety (90) days of receipt of written notice from the Village notifying the owner of such abandonment. Such notice shall be sent by certified or registered mail, return-receipt-requested, by the Village to such owner at the last known address of such owner. In the case of personal wireless telecommunication facilities attached to Village owned infrastructure, if such facility is not removed within ninety (90) days of such notice, the Village may remove or cause the removal of such facility through the terms of the applicable license agreement or through whatever actions are provided by law for removal and cost recovery.

§12-7-3 Permits and Application Fees and Procedures.

Permits are required for placement of personal wireless telecommunication facilities in rights-of-way within the Village. Except as otherwise provided for by in this Ordinance, the procedures for the application for, approval of, and revocation of such a permit must be in compliance with Village permit application requirements in Chapter 12, Article 5, Construction of Facilities in the Rights-of-way. All applications must demonstrate compliance with the requirements of this section. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this section must be accompanied by a fee in the amount of one hundred fifteen (\$115.00) dollars. No application fee is required to be paid by any telecommunications retailer that is paying the municipal telecommunications infrastructure maintenance fee or the optional state telecommunications infrastructure maintenance fee pursuant to the Telecommunications Municipal Infrastructure Maintenance Fee Act. The application fee will reimburse the Village for regulatory and administrative costs with respect to the work being performed.

§12-7-4 Conflict of Laws.

Where the conditions imposed by any provisions of this Chapter regarding the siting and installation of personal wireless telecommunication facilities are more restrictive than comparable conditions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Ordinance will govern.

SECTION 2:

In the event that the terms and conditions of this Chapter conflict with any other ordinances or parts of ordinances, the terms and conditions of this Chapter shall prevail.

SECTION 3:

If any provision of this ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 4:

The findings and recitals herein are declared to be prima facie evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

SECTION 5:

That this Ordinance shall be in full force and effect upon its passage in accordance with law.

PASSED AND APPROVED THIS _____ DAY OF _____, 201_

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II
DATE: March 14, 2017
RE: **An Ordinance Repealing and Amending Certain Provisions of Chapter 17, Telecommunications, of the Carol Stream Code of Ordinances**

Cellular data usage continues to increase at drastic rates, which has placed a growing demand on cellular networks. This increased demand is causing cellular carriers to address shortcomings in their networks by installing small cell antennas in the right-of-way.

The Village Attorney created four amendments to address the installation of small cell antennas as well as provide updates to current Ordinances regarding utility construction in the right-of-way. The Village Attorney's memo describing each of the Ordinance changes is attached for your reference.

The attached Ordinance amends Chapter 17, "Telecommunications", which repeals obsolete portions of the current Ordinance. Engineering Staff recommends that the Ordinance be approved and adopted.

cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Don Bastian, Community Development Director
Phil Modaff, Director of Public Works

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING CERTAIN PROVISIONS OF CHAPTER 17, TELECOMMUNICATIONS”, OF THE CAROL STREAM CODE OF ORDINANCES

WHEREAS, the Mayor and Board of Trustees have heretofore adopted Chapter 17 of the Carol Stream Code of Ordinances entitled “Telecommunications”; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to repeal certain provisions of Chapter 17 of the Carol Stream Code of Ordinances.

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 17, “Telecommunications”, Article 1, “General”, Sections 17-1-1, 17-1-3, 17-1-4, and 17-1-5 are hereby repealed.

Section 2:

The Carol Stream Code of Ordinances, Chapter 17, “Telecommunications”, Article 3, “Telecommunications License” is hereby repealed.

Section 3:

The Carol Stream Code of Ordinances, Chapter 17, “Telecommunications”, Article 4, “Telecommunications Franchise” is hereby repealed.

Section 4:

The Carol Stream Code of Ordinances, Chapter 17, “Telecommunications”, Article 5, “Cable/Video Service and PEG Access Support Fees”, Section 17-5-2, PEG Access Carriage Requirements; PEG Access Support Fee Imposed, Subsection (C) is hereby amended to read as follows:

(C) *Amount of fee.* The amount of the PED access support fee imposed hereby shall be thirty-five cents (\$0.35) per customer per month.

Section 5:

The Carol Stream Code of Ordinances, Chapter 17, “Telecommunications”, Article 6, “Fees and Compensation” is hereby repealed.

Section 6:

The Carol Stream Code of Ordinances, Chapter 17, "Telecommunications", Article 7, "Conditions of Grant" is hereby repealed.

Section 7:

Those sections, articles, paragraphs and provisions of Chapter 17 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 1 through 6 of this Ordinance.

SECTION 4: The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate other sections or provisions thereof.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

AYES:


NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: March 14, 2017
RE: **An Ordinance Amending the Code of Ordinance of the Village of Carol Stream, Chapter 12, Annexation, Public Ways and Properties Relating to the Maintenance and Repair of Utility Facilities in the Rights-of-Way**

Cellular data usage continues to increase at drastic rates, which has placed a growing demand on cellular networks. This increased demand is causing cellular carriers to address shortcomings in their networks by installing small cell antennas in the right-of-way.

The Village Attorney created four amendments to address the installation of small cell antennas as well as provide updates to current Ordinances regarding utility construction in the right-of-way. The Village Attorney's memo describing each of the Ordinance changes is attached for your reference.

The attached Ordinance amends Chapter 12, by adding Article 6, "Maintenance and Repair of Utility Facilities in the Rights-of-Way", which regulates all utility maintenance and repair activities occurring in the right-of-way. Engineering Staff recommends that the attached Ordinance be approved and adopted.

cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Don Bastian, Community Development Director
Phil Modaff, Director of Public Works

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF CAROL STREAM, CHAPTER 12, ANNEXATION, PUBLIC WAYS AND PROPERTIES RELATING TO THE MAINTENANCE AND REPAIR OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

WHEREAS, the Village of Carol Stream (the "Village") is an Illinois home rule unit of government in accordance with the Illinois Constitution of 1970; and,

WHEREAS, the Village, pursuant to its home rule powers, has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and governing the use of public rights-of-way within the Village and that protect the public health, safety and welfare of its citizens; and

WHEREAS, the Mayor and Board of Trustees have heretofore found it to be in the best interests of the Village to adopt standards for the construction of facilities in the rights-of-way; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to provide standards for the maintenance and repair of facilities in the rights-of-way.

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 12, Annexations, Public Ways and Properties, is hereby amended by adding Article 6, Maintenance and Repair of Utility Facilities in the Rights-of-Way, which shall read as follows:

§ 12-6-1 DEFINITIONS

Except as provided herein, the words and terms used within this Article shall have the same meanings as ascribed to them as set forth herein or as set forth in Article 5, Construction of Facilities in the Rights-of-Way of this Chapter 5.

GRANTEE. Any person allowed to construct facilities in the rights-of-way pursuant to a franchise, license or permit granted by the Village.

§ 12-6-2 COMPLIANCE WITH J.U.L.I.E.

All grantees shall, before commencing any construction in the public ways, comply with all regulations of J.U.L.I.E.

§ 12-6-3 INTERFERENCE WITH THE PUBLIC WAYS.

No grantee shall maintain its facilities so as to unreasonably interfere with the use of the public ways by the village, by the general public or by other persons authorized to use or be present in or upon the public ways. All such facilities causing unreasonably interference shall be moved by the grantee, temporarily or permanently, as determined by the Village Engineer.

§ 12-6-4 DAMAGE TO PROPERTY.

No grantee nor any person acting on a grantee's behalf shall take any action or permit any action to be done which may impair or damage any village property, public ways of the village, other ways or other property located in, on or adjacent thereto.

§ 12-6-5 NOTICE OF WORK.

Unless otherwise provided in a license or franchise agreement, no grantee, nor any person acting on the grantee's behalf, shall commence any non-emergency work in or about the public ways of the village or other ways without ten working days' advance notice to the village.

§ 12-6-6 REPAIR AND EMERGENCY WORK.

In the event of an unexpected repair or emergency, a grantee may commence such repair and emergency response work as required under the circumstances, provided the grantee shall notify the village as promptly as possible, before such repair or emergency work or as soon thereafter as possible if advance notice is not practicable.

§ 12-6-7 MAINTENANCE OF FACILITIES.

Each grantee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state and local requirements.

§ 12-6-8 RELOCATION OR REMOVAL OF FACILITIES.

Within 30 days following written notice from the village, a grantee shall at its own expense, temporarily or permanently remove, relocate, change or alter the position of any facilities within the public ways whenever the corporate authorities shall have determined that such removal, relocation, change or alteration is reasonably necessary for:

(A) The construction, repair, maintenance or installation of any village or other public improvement in or upon the public ways; and

(B) The operations of the village or other governmental entity in or upon the public ways.

§ 12-6-9 REMOVAL OF UNAUTHORIZED FACILITIES.

Within 30 days following written notice from the village, any person that owns, controls or maintains any unauthorized facility or related appurtenances within the public ways of the village shall, at its own expense, remove such facilities or appurtenances from the public ways of the village. A facility is unauthorized and subject to removal in the following circumstances:

- (A) Upon expiration or termination of a grantee's license or franchise;
 - (B) Upon abandonment of a facility within the public ways of the village;
 - (C) If the facility was constructed or installed without the prior grant of a license or franchise;
 - (D) If the facility was constructed or installed without the prior issuance of a required permit;
- and/or
- (E) If the facility was constructed or installed at a location not permitted by the grantee's license or franchise.

§ 12-6-10 EMERGENCY REMOVAL OR RELOCATION OF FACILITIES.

The village retains the right and privilege to move any facilities located within the public ways of the village, as the village may determine to be necessary, appropriate or useful in response to any public health or safety emergency.

§ 12-6-11 DAMAGE TO GRANTEE'S FACILITIES.

Unless directly and proximately caused by the willful, intentional or malicious acts by the village, the village shall not be liable for any damage to or loss of any facility within the public ways of the village as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public ways by or on behalf of the village.

§ 12-6-12 RESTORATION OF PUBLIC WAYS, OTHER WAYS AND VILLAGE PROPERTY.

(A) When a grantee, or any person acting on its behalf, does any work in or affecting any public ways, other ways or village property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such ways or property to as good a condition as existed before the work was undertaken, unless otherwise directed by the village.

(B) If weather or other conditions do not permit the complete restoration required by this section, the grantee shall temporarily restore the affected ways or property. Such temporary restoration shall be at the grantee's sole expense and the licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(C) A grantee or other person acting in its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such ways or property.

§ 12-6-13 FACILITIES MAPS.

Each grantee shall provide the village with an accurate map or maps certifying the location of all facilities within the public ways. Each grantee shall provide updated maps annually.

§ 12-6-14 DUTY TO PROVIDE INFORMATION.

Within ten days of a written request from the Village Manager, each grantee shall furnish the village with information sufficient to demonstrate:

- (A) The grantee has complied with all requirements of this chapter;
- (B) All municipal sales, message, telecommunications taxes or other taxes required to be paid by the grantee in connection with the services and facilities provided by the grantee have been properly collected and paid by the grantee; and
- (C) All books, records, maps and other documents, maintained by the grantee with respect to its facilities within the public ways shall be made available for inspection by the village at reasonable times and intervals.

§ 12-6-15 LEASED CAPACITY.

A grantee providing telecommunications shall have the right, without prior village approval, to offer or provide capacity or bandwidth to its customers; provided:

- (A) The grantee shall furnish the village with a copy of any such lease or agreement; and
- (B) The customer or lessee has complied, to the extent applicable, with all Village ordinances and requirements.

§ 12-6-16 COORDINATION OF CONSTRUCTION ACTIVITIES.

- (A) All grantees are required to cooperate with the village and with each other.
- (B) By February 1 of each year, grantees shall provide the village with a schedule of their proposed construction activities in, around or that may affect the public ways.
- (C) Each grantee shall meet with the village, other grantees and users of the public ways annually or as determined by the village to schedule and coordinate construction in the public ways.
- (D) All construction locations, activities and schedules shall be coordinated, as ordered by the Village Engineer, to minimize public inconvenience, disruption or damages.

§ 12-6-17 REVOCATION OR TERMINATION OF GRANT.

A license, franchise or permit granted by the village to use or occupy public ways of the village may be revoked for the following reasons:

- (A) Construction or operation in the village or in the public ways of the village without a license or franchise grant of authorization;
- (B) Construction or operation at an unauthorized location;
- (C) Unauthorized substantial transfer of control of the grantee;
- (D) Unauthorized assignment of a license or franchise;
- (E) Unauthorized sale, assignment or transfer of grantee's franchise or license assets or a substantial interest therein;
- (F) Misrepresentation or untruthfulness by or on behalf of a grantee in any application to the village;
- (G) Abandonment of facilities in the public ways;
- (H) Failure to relocate or remove facilities as required in this chapter;
- (I) Failure to pay taxes, compensations fees or costs when and as due the village;
- (J) Insolvency or bankruptcy of the grantee;
- (K) Violation of material provisions of this chapter; and/or
- (L) Violation of the material terms of a license or franchise agreement.

§ 12-6-18 NOTICE AND DUTY TO CURE.

In the event that the Village Manager believes that grounds exist for revocation of a license, franchise or permit, he or she shall give the grantee written notice of the apparent violation or

non-compliance, providing a short and concise statement of the nature and general facts of the violation or non-compliance, and providing the grantee a reasonable period of time not exceeding 30 days to furnish evidence that:

- (A) Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or non-compliance;
- (B) Rebutts the alleged violation or non-compliance; and/or
- (C) It would be in the public interest to impose some penalty or sanction less than revocation.

§ 12-6-19 HEARING.

In the event that a grantee fails to provide evidence reasonably satisfactory to the Village Manager as provided in § 12-6-18 hereof, the Manager shall refer the apparent violation or non-compliance to the corporate authorities. The corporate authorities shall provide the grantee with notice and a reasonable opportunity to be heard concerning the matter.

§ 12-6-20 STANDARDS FOR REVOCATION OR LESSER SANCTIONS.

If persuaded that the grantee has violated or failed to comply with material provisions of this chapter, or of a franchise, license agreement or permit, the corporate authorities shall determine whether to revoke the license, franchise or permit, or to establish some lesser sanction and cure, considering the nature, circumstances, extent and gravity of the violation as reflected by one or more of the following factors:

- (A) Whether the misconduct was egregious;
- (B) Whether substantial harm resulted;
- (C) Whether the violation was intentional;
- (D) Whether there is a history of prior violations of the same or other requirements;
- (E) Whether there is a history of overall compliance; and/or
- (F) Whether the violation was voluntarily disclosed, admitted or cured.

SECTION 2: Those sections, paragraphs and provisions of Chapter 12 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Section 1 of this Ordinance.

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

Laura Czarnecki, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works
DATE: March 10, 2017
RE: Intergovernmental Agreement – DuPage County – Mowing Services

The Village has historically provided mowing services on DuPage County right-of-ways within the Village as provided for by an Intergovernmental Agreement approved by the local agencies. In return for mowing the right-of-ways the Village has been compensated at the rate of \$100.00 per acre.

There are four areas in the Village where services are provided on County Farm Road, Gary Avenue and Schmale Road, totalling 24.12 acres. Prior agreements provided that the Village mow the areas five times per season with an option for two additional mowings per season as needed. In return, the Village would receive a total of \$16,884 for providing the services for all seven mowings.

Earlier this year staff reached out to the County to request that additional mowings be approved under the agreement to better reflect the level of service the Village provides. Staff also requested that the County consider increasing the per acre reimbursement rate from \$100 to \$120. The County has prepared an agreement with a two-year term that increases the number of total reimbursable mows from seven (7) to ten (10) per season. The agreement does not provide for any increase in the reimbursement rate. Overall, the new agreement increases the total reimbursement amount to the Village from \$16,884 to \$24,120 (a nearly 45% increase). A copy of the Agreement is attached for reference.

Staff recommends that the Village Board adopt a Resolution authorizing the execution of an intergovernmental agreement by and between the Village of Carol Stream and DuPage County for mowing certain County right-of-ways.

Attachment

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE
OF CAROL STREAM AND DUPAGE COUNTY – MOWING OF CERTAIN
RIGHT-OF-WAYS**

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 Agreement with DuPage County for the provision of mowing services on County right-of-ways; and

WHEREAS the services to be performed by the Village and the compensation to be rendered by DuPage County for those service are provided for in the form of an Agreement attached hereto as Exhibit “A”, and by this reference incorporated herein.

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 Board of Trustees of the Village of Carol Stream be and the same are hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit “A”.

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 20th DAY OF MARCH, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

INTERGOVERNMENTAL AGREEMENT
 BETWEEN THE COUNTY OF DU PAGE AND
 THE VILLAGE OF CAROL STREAM
 FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Carol Stream (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

Co Hwy	Hwy Name	From	To	Side of Street	AREA (ac)
43	County Farm Road	Army Trail Road	Vale Road	East and West (no medians)	7.42
23	Gary Avenue	CN Railroad	Geneva Road	East and West (no medians)	11.59
36	Schmale Road	IL 64	Geneva Road	East and West (no medians)	5.11
36	Schmale Road	CN Railroad	IL 64	West	
	Grand Total				24.12

and;

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Carol Stream for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to five (5) intermediate mowing(s) as necessary per year for two (2) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. Indemnification
 - (a) The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, agents, and employees from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions or any

of the VILLAGE contractor's or agent's negligent or willful acts in its performance under this Agreement. The indemnification set forth herein shall not extend to any injury or damage caused by the negligent or willful acts, errors or omissions of the COUNTY or its officers, agents and employees.

- (b) (b) Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees, at their sole cost and expense, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY's participation in its defense shall not remove the VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above provided, however, that the VILLAGE shall have the authority to direct the defense and to settle any claim, suit, demand, proceeding or action against the COUNTY for which the VILLAGE would be required to indemnify the COUNTY hereunder subject to the approval of the State's Attorney to settle all claims. The State's Attorney shall not unreasonably withhold such approval.
- (c) Any indemnity as provided in this Agreement shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE's indemnification of the COUNTY shall survive the termination, or expiration, of this Agreement.
- (d) The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the VILLAGE, under the law."

7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:

- (a) **Worker's Compensation Insurance** in the statutory amounts.
- (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.

- (c) **Commercial (Comprehensive) General Liability**
Insurance with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
- (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
- (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
- (f) The VILLAGE shall require all approved contractors, anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable under this Agreement, to acquire and maintain the insurance as set forth in Paragraph 7. (a) to (d) of the Agreement. The COUNTY retains the right to obtain evidence of contractor's insurance coverage at any time. The VILLAGE will ensure that its contractors and subcontractors name the COUNTY as an additional insured as set out in the paragraphs below. The VILLAGE understands that it is to the VILLAGE's benefit to diligently enforce this insurance requirement as the VILLAGE shall indemnify the COUNTY, its officials, officers, agents, and employees from all liability, in its performance under this Agreement pursuant to the terms in Paragraph 6 herein."
- (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or

required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the VILLAGE is satisfying insurance required through a combination of primary and excess coverage, the VILLAGE shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The VILLAGE shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.

- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of Transportation, 421 N. County Farm Road, Wheaton, IL

60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
 9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
 11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
 12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
 13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Joseph E. Breinig
Village Manager
Village of Carol Stream
500 Gary Avenue
Carol Stream, Illinois 60188

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2018, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be

classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15
Five (5) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE \$2,412.00 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 24.12 acres.
13. **The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred

Dollars per acre (\$100.00 per acre). The DuPage County Division of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, the parties hereto have read and reviewed the terms of this Agreement and by their signature as affixed below represent that the signing party has the authority to execute this Agreement and that the parties intend to be bound by the terms and conditions contained herein.

WHEREAS, this Agreement shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2017 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds, County Clerk

VILLAGE OF CAROL STREAM

Signed this _____ day of _____, 2017, at Carol Stream, Illinois.

Frank Saverino, Mayor
Village of Carol Stream

ATTEST:

Laura Czarnecki, Village Clerk
Village of Carol Stream

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Tia Messino, Assistant to the Village Manager
DATE: March 15, 2017
RE: Resolution Encouraging Participation in the National Mayor's Challenge for Water Conservation

The Midwestern United States is blessed with abundant freshwater resources but with so much water available for drinking, recreation, and everyday life, it is easy to forget the need to conserve water resources. As populations continue to grow throughout the region; creating more roads, parking lots, buildings, and pollution reduces the availability of clean water. In fact, as a result of this growth, researchers are predicting many areas in the Chicago region will face water shortages within the next 20 years. Water conservation has significant benefits to local economies, the environment, and even our global climate. Conserving water by consuming less and reusing more reduces costs and postpones the need for expensive and environmentally damaging water supply projects. Water conservation benefits us all.

Last year the Village of Carol Stream participated in National Mayor's Challenge for Water Conservation for the first time. Thanks to widespread community efforts the Village finished sixth in the nation for our population category; we were the only top ten ranked Illinois city in any population category. Together, competition participants from across the nation pledged to save nearly five billion gallons of water.

With 2017 being its sixth year, the challenge has become widely recognized as one of the most engaging, zero-cost outreach tools especially designed for cities and water utilities to encourage conservation in the United States. In addition, the city with the highest percentage of participating residents will be entered to win thousands of dollars of great prizes.

Staff recommends that the Mayor and Board of Trustees support this resolution encouraging water conservation in the Village of Carol Stream through participation in the National Mayor's Challenge for Water Conservation.

RESOLUTION NO. _____

A RESOLUTION DECLARING SUPPORT OF THE "WYLAND MAYOR'S CHALLENGE FOR WATER CONSERVATION"

WHEREAS, the Village of Carol Stream continues to explore ways to responsibly manage consumption of water and power, and to inspire its residents and businesses to care for our natural resources; and

WHEREAS, the sixth annual National Mayor's Challenge for Water Conservation presented by the Wyland Foundation and Toyota, with support from the U.S EPA's WaterSense, National League of Cities, The Toro Company, Conserva Irrigation, and Earth Friendly Products (makers of ECOS), is a healthy, non-profit competition for cleaner communities; and

WHEREAS, villages can engage in efforts to inspire their own communities, as well as their neighboring villages, to become better environmental stewards; and

WHEREAS, with the encouragement of their Elected Officials, residents may register their participation in their village's Challenge, online, by making simple pledges to decrease their water use and to reduce pollution for the period of one year, thereby assisting their villages to apply State and Federal water conservation strategies and to target mandated reductions; and

WHEREAS, from April 1- 30, 2017, the Village of Carol Stream wishes to inspire its residents and its neighboring communities to take the "Wyland Mayor's Challenge for Water Conservation" by making a series of online pledges at www.mywaterpledge.com to reduce their impact on the environment and to see potential savings in their water and electricity bills;

NOW, THEREFORE, THE MAYOR AND VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS, DO HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

SECTION 1: That the Village of Carol Stream agrees and supports the "Wyland Mayor's Challenge for Water Conservation".

SECTION 2: That the program is to be implemented from April 1- 30, 2017, through a series of communication and outreach strategies to encourage residents to take the conservation "Challenge."

SECTION 3: 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 20TH DAY OF MARCH, 2017.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

Village Of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Adam Frederick, Civil Engineer II 
DATE: March 16, 2017
RE: **Award of Contract for Professional Engineering Services –
Public Watermain and Storm Sewer Replacement
at 365 E. North Avenue**

PURPOSE

The purpose is to provide background to the Village Board and recommend approval of consultant services for professional engineering services related to the replacement of public watermain located in public utility easements on the private property at 365 E. North Avenue and replacement of a section of storm sewer located in the Phillips Court right of way.

BACKGROUND

- In the early 1960's public watermain was installed in public utility easements located on private property at 365 E. North Avenue. At the time, this main was the only public watermain to serve industrial businesses along North Avenue just west and just east of Schmale Road. Over the years, the Village's water system was enhanced with loops in the system along Gary Avenue, Schmale Road, Kehoe Blvd., Randy Road and Phillips Court.
- In recent years, there have been several water leaks found and repaired by Public Works Staff on this aging watermain. The northern half of the 365 E. North Avenue property was heavily wooded making access to make repairs quite challenging.
- Dermody Properties purchased the 365 E. North Avenue property. They cleared the property and demolished the existing building and are proposing a 390,000 square foot warehousing facility. Dermody hired Jacob & Hefner Associates, Inc. to provide civil engineering services for all private site redevelopment along with some public improvements in the Phillips Court right of way.
- In late 2016, Public Works staff hired Baxter and Woodman to complete a water system model to determine if any portion of the watermain located on the 365 E. North Avenue property is vital to our overall system. Baxter and Woodman determined the following;

- The portion of watermain along the east property line extending from Phillips Court to North Avenue [Section 1] is vital to our water system. Furthermore, it was recommended that the existing 10 inch diameter watermain be replaced with 12 inch diameter watermain at this location.
- The watermain along the east property line north of Phillips Court [Section 2] is not vital to the system, however is required because the 499 Phillips Court property relies on it for fire service.
- The existing public main along the north property line [Section 3] can be eliminated as it is not vital to our water system.

(See attached aerial exhibit for a depiction of each section of watermain.)

- From Dermody's final site development plans it is evident the proposed private improvements conflict with the existing watermain north of Phillips Court [Section 2] therefore; Dermody is proposing to replace this portion of the public watermain at their cost. Village staff has recognized the opportunity to have a vital portion of watermain between Phillips Court and North Avenue [Section 1] replaced/upsized and in conjunction with the private development work expected to begin in early spring. Additionally, a segment of storm sewer pipe along with two storm manholes are in need of replacement near the west end of the Phillips Court right of way.

DISCUSSION

In order to have a vital section of watermain replaced and upsized, staff considered a reimbursement agreement with Dermody Properties by reimbursing Dermody after the Village's portion of watermain and storm sewer work is completed by their contractor. Due to the Prevailing Wage Act requirements along with other public contract requirements not required for private contracts, the Village Attorney recommends the Village waive competitive bids and enter directly into a contract with the contractor performing the private work.

In order to enter into a contract with the same contractor performing the private improvements; contract documents, plans and specs are required. Because of their familiarity with the site and work already competed for the private development, Jacob & Hefner can perform the design engineering, construction layout and provide as-built drawings at a reduced cost.

RECOMMENDATION

It has been determined that a section of watermain that is over fifty-five years old is vital to our water system and should be upsized to a 12 inch diameter main. The section of main is approaching the end of its useful life with occurrences of breaks requiring repairs by Public Works crews. In order to enter into a contract to complete the watermain and storm sewer work the proposed engineering services are required.

Engineering requested and received a proposal from Jacob & Hefner Associates, Inc. in the amount of \$10,300. Staff negotiated the fee down to \$9,200. The contract has been reviewed and found acceptable. Staff recommends approval of the attached contract with Jacob & Hefner Associates, Inc. to provide engineering consulting

services on the 365 E. North Avenue Public Watermain and Storm Sewer Improvements with fee in the amount of \$9,200 broken down by task within their Proposal. If the Village Board concurs with the staff recommendation, they may authorize the Village Manager to execute the contract by motion.

cc: James T. Knudsen, Director of Engineering Services
William N. Cleveland, Assistant Village Engineer
Jon Batek, Finance Director
Phil Modaff, Director of Public Works



1 inch equals 333 feet

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Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF CAROL
STREAM AND JACOB & HEFNER ASSOCIATES, INC. (365 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 a Professional Engineering Services Agreement with Jacob & Hefner Associates, Inc. for public watermain and storm sewer replacement located at 365 E. North Avenue attached hereto as Exhibit "A" and by this reference incorporated herein.

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 Village Manager is hereby authorized to execute the agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

SECTION 2: That all resolutions or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

PASSED AND APPROVED THIS 20th DAY OF MARCH, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

PROFESSIONAL SERVICES AGREEMENT

Public Watermain and Storm Sewer Replacement Project at 365 E. North Avenue

Engineering Services For The Village of Carol Stream

THIS AGREEMENT made and entered into this 20th day of March 2017, by and between the Village of Carol Stream (hereinafter referred to as the "Village") and Jacob & Hefner Associates, Inc. (hereinafter referred to as the "Consultant")

WITNESS THAT:

WHEREAS, the Village and the Consultant (collectively hereinafter referred to as the "Parties") desire to enter into an Agreement to formalize their relationship; and

WHEREAS, the Consultant has been hired by the owner of the Property located at 365 E. North Avenue in Carol Stream and is providing engineering services for the private improvements that will be constructed concurrently with the Village's public improvements in the vicinity of that Property and the Village has requested a proposal from the Consultant to perform professional engineering services including but not limited to the replacement of approximately 650 feet of 12 inch public watermain and replacement of storm sewer located within public utility easements and within the Phillips Court right of way for the Public Watermain and Storm Sewer Replacement Project at 365 E. North Avenue (Project); and

WHEREAS, in response to the Village's request, Consultant submitted a proposal (hereinafter referred to as the Proposal), attached hereto as ATTACHMENT #1, and, after negotiations, Consultant agreed to perform the services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement and Proposal; and

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set out in their Proposal, the Village finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services; and

WHEREAS, pursuant to the Village of Carol Stream Purchasing Manual the Village has selected the Consultant to undertake and provide professional services for the Project in compliance with all applicable local, state, and federal laws, regulations, and policies; and

WHEREAS, the services included in this Agreement are authorized as part of the Village's approved budget; and

WHEREAS, it is beneficial to the Village to utilize the Consultant as an independent entity to accomplish the services as set forth herein and such endeavor would tend to best accomplish the objectives of the Village.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions contained herein, and the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

A. SERVICES TO BE PROVIDED BY THE PARTIES

The Consultant accepts the relationship of trust and confidence established with the Village by this Agreement, and covenants with the Village to furnish the engineering services and use the Consultant's professional skill and judgment in a manner consistent with the interests of the Village.

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

B. TIME OF PERFORMANCE

The Consultant shall provide the engineering services, complete the design and construction documents for removal and replacement of approximately 650 feet of public watermain and replacement of two storm structures, complete watermain and storm sewer staking, provide as built record drawings, and submit all deliverables in accordance with the anticipated project schedule, but no later than April 30, 2018. The project schedule shall insure that each of the services provided being completed within a timeframe that does not negatively impact the private site development and utility work being performed concurrently at the 365 E. North Avenue Property. If requested, the Village may at its sole discretion elect to extend milestones and completion dates provided in the Consultant's project schedule if sound justification and documentation is provided by the Consultant. The Consultant will not initiate any work until the Consultant receives written authorization from the Village to proceed.

C. ACCESS TO INFORMATION

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

D. COMPENSATION

The Village shall pay the Consultant in accordance with ATTACHMENT #1 (B. Basis of Compensation of the Consultant's Proposal) of the Agreement for all services to be provided under this Agreement including such allowable expenses agreed upon by the Parties herein to provide and complete the Scope. Reimbursement under this Agreement shall be based on billings, supported by appropriate documentation of costs actually incurred.

E. RECORDS

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

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

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

F. RELATIONSHIP

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

G. TERMINATION

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

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

' fails to adequately perform any provisions of this Agreement or comply with the terms and conditions of this Agreement and any of the following conditions exist:

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

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

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

2. Termination for Other Grounds - This Agreement may also be terminated in whole or in part:

- a. By the Village, when in the interest of the Village or for the convenience of the Village provided that the Village shall give fourteen (14) calendar days written notice of Agreement termination to the Consultant specifying what part(s) of the Agreement are being terminated and when it becomes effective. If the Agreement is terminated for the convenience of the Village as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date;
- b. By the Village, with the consent of the Consultant or by the Consultant with the consent of the Village, in which case the Parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- c. If the funds allocated by the Village via this Agreement are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;

- d. In the event the Village fails to pay the Consultant promptly or within sixty (60) days after invoices are properly rendered, the Village agrees that the Consultant shall have the right to consider said default a breach of this agreement terminated. In such event, the Village shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.

H. ERRORS & OMISSIONS

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

I. CHANGES, AMENDMENTS, MODIFICATIONS

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

J. PERSONNEL

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

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

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

K. ASSIGNABILITY

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

L. SEVERABILITY

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

M. REPORTS AND INFORMATION

The Village will not be liable in any way for any costs incurred by the Consultant in providing this Proposal.

N. REPORTS AND INFORMATION

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

O. FINDINGS CONFIDENTIAL

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

P. COPYRIGHT

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

Q. COMPLIANCE WITH LAWS

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

R. EQUAL EMPLOYMENT OPPORTUNITY

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

1. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, handicap or familial status. The Consultant will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this non-discrimination clause.
2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, handicap or familial status.
3. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subconsultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

The Consultant agrees to maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act (FOIA), 5ILCS 140/4 et seq. In addition, Consultant shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the FOIA so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Consultant shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the FOIA. In the event

that the Public Body is found to have not complied with the FOIA, based upon Consultant's failure to produce documents or otherwise appropriately respond to a request under the FOIA, then Consultant shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.

U. AUTHORIZED TO DO BUSINESS IN ILLINOIS

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

V. CERTIFICATION TO ENTER INTO PUBLIC CONTRACTS - 720 ILCS 5/33E-1

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

W. PAYMENTS TO ILLINOIS DEPARTMENT OF REVENUE - 65 ILCS 5/11-42.1

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

X. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

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

Y. DEBARMENT

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

Z. INTEREST OF MEMBERS OF THE VILLAGE

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

AA. INTEREST OF CONSULTANT AND EMPLOYEES

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

covenants that in the performance of this Agreement, no person having such interest shall be employed.

BB. AUDITS AND INSPECTIONS

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

CC. HOLD HARMLESS

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Village, and its officers, agents and employees from and against any and all claims, losses, damages, and expenses of whatever type or nature, including but not limited to reasonable attorney's fees, arising out of or resulting from the Consultant's performance of work or the failure to perform an obligation under this Agreement, to the extent caused in whole or in part by the negligent, intentional, or reckless acts or the omissions of the Consultant, any subconsultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claims, damages losses or expenses are caused in part by the Village. The Consultant, however, shall not be liable for any claims, damages, losses or expenses arising solely out of the negligent, intentional or reckless acts of the Village, its employees or agents.

DD. INSURANCE

1. Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.
2. This rating requirement shall be waived for Worker's Compensation coverage only.
3. Consultant's Insurance: The Consultant shall not commence work under this Agreement until he has obtained all insurance required herein. Certificates of Insurance, fully executed by an authorized representative of the Insurance Company. The Consultant shall not allow any subconsultant to commence work on his subcontract until all similar insurance required for the subconsultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the state of Illinois before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the state of Illinois and consented to by the state of Illinois in writing and the policies shall so provide.
4. Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Agreement, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the subconsultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such

employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all subconsultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

5. Commercial General Liability Insurance: The Consultant shall maintain during the life of the Agreement such Commercial General Liability Insurance which shall protect him, the Village, and any subconsultant during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Agreement, whether such operations be by himself or by a subconsultant, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the state. Such insurance shall name the state as additional insured for claims arising from or as the result of the operations of the Consultant or his subconsultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000 and aggregate limit of \$2,000,000.
6. Insurance Covering Special Hazards: Special hazards as determined by the state shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.
7. Automotive Liability Insurance: The Consultant shall maintain during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence and not less than aggregate limit of \$2,000,000 for bodily injury/property damage. Such insurance shall cover the use of any motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.
8. Subconsultant's Insurance: The Consultant shall require that any and all subconsultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.
9. The Village, its officers, agents and employees shall be named as Additional Insureds on all insurance required to be acquired and maintained hereunder. All insurance of any tier shall state that the coverage afforded to the Additional Insureds shall be primary insurance

of the Additional Insureds with respect to any claims arising out of any project for which the Consultant provides services.

EE. COMPLETE AGREEMENT

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

FF. NOTICES AND COMMUNICATIONS

Any notices to be provided under this Agreement shall be sent by personal delivery, overnight courier, first class mail, postage paid, facsimile, with a confirmation copy by first class mail, or email, to the following addresses:

If to Village: James Knudsen, P.E.
Village Engineer
Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
jknudsen@carolstream.org

If to Consultant: Jeffrey H. Jacob, P.E.
Chief Executive Officer
Jacob & Hefner Associates, Inc.
1333 Butterfield Road, Suite 300
Downers Grove, IL 60515
jjacob@jacobandhefner.com

GG. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This Agreement together with the Consultant's Proposal which is incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Agreement and its amendments; second priority shall be given to the provisions of the Consultant's Proposal and its amendments.

HH. INTERPRETATION, ENFORCEMENT & DISPUTES

This Agreement shall be construed, interpreted and enforced under the laws of the State of Illinois. Exclusive venue and jurisdiction for any and all disputes arising hereunder shall be in DuPage County, Illinois.

This Agreement contains all terms and conditions agreed to by the Village and the Consultant. The attachments to this Agreement are identified as follows:

ATTACHMENT #1, Consultant's Proposal (Proposal)

IN WITNESS THEREOF, the Village and the Consultant have executed this Agreement as of the date and year last written below.

VILLAGE

By: _____

Title: _____

Date: _____

CONSULTANT

By: _____

Title: CEO

Date: 3-15-2017



JACOB & HEFNER
ASSOCIATES

1333 Butterfield Road, Suite 300
Downers Grove, Illinois 60515
P 630-652-4600
F 630-652-4601

March 8, 2017

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

Attn: Mr. Adam Frederick
Civil Engineer II

Re: Watermain Reconstruction
365 E. North Avenue
Carol Stream, Illinois

Dear Adam:

Jacob & Hefner Associates appreciates the opportunity to submit a proposal for civil engineering services for the removal of an existing 10" diameter water main along Dermody Property's east property line from North Avenue to Phillips Court and the installation of a new 12" diameter water main. In addition, existing storm sewer crossing Phillips Court will be redesigned per direction received from the Village of Carol Stream.

A. Scope of Services

1. **Construction Documents** – prepare construction documents for the removal of the approximately 650 linear feet of existing water main, for the installation of approximately the same length of new 12" diameter water main, and for capping the existing water main located at the Village's Public Works facility adjacent to our site. Also includes preparing construction documents for the relocating of two storm sewer manholes to be outside the Phillips Court Right-of-Way. This task includes all design required to generate the construction documents, as well as specifications and details needed for the project. The construction documents will be of sufficient detail for permitting, bidding, and construction.
2. **Approvals/Permits** – prepare IEPA water permit application forms and circulate for signature by appropriate parties. Submit permit application and plans to IEPA for review. Permit application fee to be paid by the Village of Carol Stream. Revise plans per any review comments received.
3. **Meetings/Coordination** – coordinate via phone/email and attend meetings with the Village of Carol Stream and/or the contractor during the design and bidding phase of the project.



4. **Storm and Water Main Staking** – Stake the two (2) new storm structures with a lath at center of rim, or at back of curb for curb inlets. Two offsets will also be staked for each structure, which will consist of a lath and hub marked with rim and invert grades. For the Water, Stake the proposed +/- 650' LF of new 12" WM, along with the associated valve vaults and hydrants on that line.

NOTE: Does not include Utility Companies layout (i.e. Nicor, ComEd, etc.)

5. **Final As-Built Survey / Record Drawings of Utilities Only** – Prepare an As-built Survey of the above mentioned utilities only. As-built is to include the location of all underground utilities with rim and invert elevations. As-built is to include the re-setting of horizontal and vertical control.

NOTE: As-built will only be of the two (2) storm structures and Water improvements mentioned in item #1. This service does not include a full as-built of the site.

Services Excluded

The following services have not been included in the scope of work. Jacob & Hefner Associates can provide these services should they be desired either by separate proposal or on an hourly basis.

- Construction phase services.
- As-built Survey.
- Surveys – Boundary, Topographic, ALTA, Condo etc.
- Demo Staking
- Construction Staking on Site (other than listed above)
- Attendance at Plan Commission and/or Village Board meetings.
- Impact fees, review fees, permit fees.
- Direct costs for printing, overnight delivery, etc.

B. Basis of Compensation

<u>Task</u>	<u>Budget</u>
1. Construction Documents	\$ 3,700
2. Approvals/Permits	1,500
3. Meetings/Coordination	1,000
4. Storm and Water Main Staking	1,500
5. Final As-built/Recording Drawings – Utility Only	<u>1,500</u>
Total Lump Sum Fee	\$ 9,200



Thank you for considering Jacob & Hefner Associates for your project. Should you have any questions regarding this proposal, please call. We look forward to working together with you.

Sincerely,

JACOB & HEFNER ASSOCIATES, INC.

Jeffrey H. Jacob, P.E.
CEO

AGREED AND ACCEPTED:
VILLAGE OF CAROL STREAM

By: _____

Title: _____

Date: _____

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Marc Talavera, Information Technology Director (M)
DATE: March 16, 2017
RE: Surplus Equipment

Staff is requesting the Village Board to declare the following list of electronic equipment surplus which are no longer useful or of value for village operations. Please see Attachment "Exhibit A"

Local recycler, AVA Recycling will pick up and dispose, recycle and/or resell all equipment. The computer hard drives will be removed by staff and destroyed by AVA via punch and later shredded to ensure the data will not be accessible. A Certificate of Destruction and Proper Disposal will be issued for all destroyed hard drives and other electronics. The remaining equipment will be recycled and processed in accordance with the IL Public Act 95-0959 - Electronic Products Recycling & Reuse Act, to ensure none of our electronic waste will be found in landfills and will be properly disposed of. Furthermore, AVA Recycling uses industry R2 and eStewards certified downstream vendors for all materials that may be toxic or pose risks or hazard which helps ensure the e-waste is processed responsibly.

Based on their adoption of the recycling best practices and their compliance with IL Public Act 95-0959, it is my recommendation the Village Board authorizes the equipment to be processed by AVA Recycling.

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 and/or participate in a buy-back program or recycle 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 and/or participate in a buy-back program or recycle the surplus property.

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 20th DAY OF MARCH, 2017.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Laura Czarnecki, Village Clerk

EXHIBIT A

<u>DEVICE</u>	<u>MAKE</u>	<u>MODEL #</u>	<u>SERIAL #</u>	<u>Qty</u>
monitor	dell	1908WFPf	CN0G435H7287289A10HS	1
printer	primera	bravo 4102	2110301282	1
laptop	dell	latitude e6520	hD3Q6R1	1
access point	sonicwall	sonicpoint	0017C5CCF28D	1
access point	sonicwall	sonicpoint	0017C5DE06B9	1
access point	sonicwall	sonicpoint	0017C5E295C4	1
switch	transition	psIII	802394	1
laptop	dell	latitude d610	F6R7491	1
UPS	APC	back-ups pro 650	QB0248230907	1
dvd burner	sony			1
dvd burner	sony			1
tv	toshiba	B25188M19548K1	46g310u	1
dvd burner	memorex	mrx-550LE	1001550le00750	1
vhs player	philips	dvd750vr	LN010340006336	1
vhs player	sony	slv-d300p	621903	1
monitor	viewsonic	ve155	90S033301392	1
monitor	viewsonic	ve155	90S033301405	1
monitor	viewsonic	ve155	90S033301406	1
monitor	viewsonic	ve155	90S033301411	1
monitor	viewsonic	ve155	90S033301404	1
monitor	viewsonic	ve155	90S033301412	1
monitor	viewsonic	ve155	90S033301407	1
monitor	viewsonic	ve155	90S033301413	1
dvd player	sony	dvp-ns57p	10244321	1
dvd player	sony	dvp-ns57p	10244553	1
dvd player	sony	dvp-ns57p	4103259	1
amplifier	extron	P2 DA 4 Plus	754528079	1
amplifier	extron	P2 DA 4 Plus	713587142	1
amplifier	extron	P2 DA 4 Plus	652206108	1
amplifier	TOA	900 Series 2	8720078	1
video output	extron	system 7sc	709142023	1
tv	sony	trinitron	2515921	1
tv	hitachi			1
tv	hitachi			1
UPS	tripp-lite	su2200rtxl2u	PS4649	1
UPS	tripp-lite	su2200rtxl2u	PS4649	1
firewall	cisco	pix 515e	440444	1
router	cisco	2600	JMX0509K4JY	1
nas	buffalo	TSRH2.0TGL/R5	95821490100901.00	1
nas	buffalo	TSRH2.0TGL/R5	95821480400262.00	1
switch	transition	powerstar III	793220	1
switch	transition	powerstar III	793231	1
switch	transition	powerstar III	797830	1
switch	transition	powerstar III	802842	1
switch	transition	powerstar III	793233	1
switch	transition	powerstar III	793234	1
switch	transition	powerstar III	793232	1
monitor	executone	usa 001	08U15300138	1
monitor	techmedia	tmm-14m	501250099	1
Typewriter	IBM	Wheel Writer 3	13567000611973	1

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AGENDA ITEM
L-1 3-20-17

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
27W245 NORTH AVENUE, LLC					
REIMB FOR W&S CONNECTIONS @ NW BLDG	26,350.00	01643600-52246	ECONOMIC DEVELOPMENT	W&S CONN REIMB	
	<u>26,350.00</u>				
3M H&S SERVICE					
RESPIRATOR EVALUATION	196.00	01662700-52236	EMPLOYEE SERVICES	RESPO217	
	<u>196.00</u>				
ACCESS ONE					
PHONE SERVICE -MARCH	3,528.36	01590000-52230	TELEPHONE	2297946	
	<u>3,528.36</u>				
ACTION LOCK & KEY					
KEYS- PWKS	6.00	01680000-53319	MAINTENANCE SUPPLIES	INV011917	
	<u>6.00</u>				
ADVANCED HEALTHCARE SHOP INC					
PENLIGHT W/PUPILGUAGE	217.15	01662300-53317	OPERATING SUPPLIES	441854	
PENLIGHT W/PUPILGUAGE	429.35	01662300-53317	OPERATING SUPPLIES	441853	
	<u>646.50</u>				
ALFAPLANHOLD.COM					
PLAN STRIPS	207.06	01620100-53317	OPERATING SUPPLIES	3336	
	<u>207.06</u>				

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AMAZON.COM					
850 PRO/TRIPP LITE	383.76	01652800-53317	OPERATING SUPPLIES	9465804	
BATTERIES	7.99	01662700-53317	OPERATING SUPPLIES	4961815	
CAMERA REMOTES	21.99	01662400-53317	OPERATING SUPPLIES	9595426	
CAMERA SUPPLIES	35.96	01662400-53317	OPERATING SUPPLIES	0866640-2	
CAMERA SUPPLIES	175.82	01662400-53317	OPERATING SUPPLIES	0866640-1	
CARD READER	19.99	01662700-53317	OPERATING SUPPLIES	3619427	
CELL PHONE CASE	24.79	01660100-53317	OPERATING SUPPLIES	0640206	
CLEANER/DEGREASER	119.24	01696200-53317	OPERATING SUPPLIES	2943409	
CRIME SCENE TAPE	44.75	01662700-53317	OPERATING SUPPLIES	6985057-2	
EARMUFF	269.00	01662700-53324	UNIFORMS	9857049	
FLASH MEMORY	122.55	01662700-53317	OPERATING SUPPLIES	8336221	
PENCILS	8.60	01662700-53317	OPERATING SUPPLIES	1831404	
PRINTER INK	134.95	01662400-53317	OPERATING SUPPLIES	9917815	
TRAFFIC WANDS	200.06	01662700-53350	SMALL EQUIPMENT EXPENSE	6985057-1	
VOLUNTEER SUPPLIES	77.32	01664700-53325	COMMUNITY RELATIONS	7257867	
	1,646.77				
AMERICAN FIRST AID					
PWKS FIRST AID SUPPL-JAN/17	21.00	01670100-53317	OPERATING SUPPLIES	45848	
VLG HL 1ST AID SUPPL- JAN/17	79.85	01590000-53317	OPERATING SUPPLIES	46143	
	100.85				
AMERICAN LEGAL PUBLISHING CORP					
CODIFICATION - FEB/17	84.00	01580000-52253	CONSULTANT	0114905	
	84.00				
AMERICAN MESSAGING					
SOC SRV FINAL PGR BILL THRU FEB/2017	11.95	01662500-52243	PAGING	U1113407RB	
SOC SRV PGRS JAN/17	26.43	01662500-52243	PAGING	U1113407RA	
	38.38				

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AMERICAN PUBLIC WORKS ASSOCIATION					
G ULREICH TRNG 3/1	45.00	01620100-52222	MEETINGS	TRNG3/1/17	
	<u>45.00</u>				
AMERICAN SOCIETY OF CIVIL ENGINEERS					
2017 MEMB ULRIECH	180.00	01620100-52234	DUES & SUBSCRIPTIONS	GULRIECH	
	<u>180.00</u>				
ARCHIVESOCIAL, INC					
SOCIAL MEDIA ARCHIVE	2,388.00	01652800-52255	SOFTWARE MAINTENANCE	2822	
	<u>2,388.00</u>				
ARGUS HAZCO					
CALIBRATING GAS	246.54	04201600-53317	OPERATING SUPPLIES	04121755	
	<u>246.54</u>				
AVA RECYCLING					
EQUIPMENT RECYCLING	84.00	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	43370	
EQUIPMENT RECYCLING	132.50	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	43353	
	<u>216.50</u>				
B & H PHOTO & VIDEO					
CAMCORDER	-2,252.19	01680000-55487	FACILITY CAPITAL IMPROVEMENT	654629730CR	
CAMCORDER	892.98	01680000-55487	FACILITY CAPITAL IMPROVEMENT	654635970	
CAMCORDER	1,599.95	01520000-54418	CATV/ PEG EXPENSES	654635970	
CAMCORDER	2,252.19	01680000-55487	FACILITY CAPITAL IMPROVEMENT	654629730	
FIREHOUSE AUDIO	193.16	01680000-55487	FACILITY CAPITAL IMPROVEMENT	655587930	
	<u>2,686.09</u>				
BADGERLAND BADGE & SIGN COMPANY INC					
NAME BADGE	12.31	01590000-53315	PRINTED MATERIALS	59304	
	<u>12.31</u>				

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BASIC IRRIGATION SERVICES INC					
AERATOR YRLY MTC TWN CTR FOUNTAIN	389.00	01670600-52244	MAINTENANCE & REPAIR	22694	
	<u>389.00</u>				
BATTERY SERVICE CORPORATION					
BATTERIES	506.65	01696200-53354	PARTS PURCHASED	0019708	
BATTERY	80.09	01696200-53354	PARTS PURCHASED	0020034	
	<u>586.74</u>				
BHFX DIGITAL IMAGING					
PAPER	509.70	01620100-53317	OPERATING SUPPLIES	D34930	
	<u>509.70</u>				
BLAINS FARM & FLEET					
CENTRIFUGAL PUMP	539.99	01696200-53354	PARTS PURCHASED	5749	
	<u>539.99</u>				
BLOOMING COLOR OF ST CHARLES					
BUS CARDS- T MESSINO	38.12	01590000-53315	PRINTED MATERIALS	217327	
BUS CARDS-BECK	38.12	01662700-53317	OPERATING SUPPLIES	215890	
BUS CARDS-JOHNSON	38.12	01662700-53317	OPERATING SUPPLIES	217107	
BUS CARDS-RECORDS	38.12	01662600-53317	OPERATING SUPPLIES	217350	
BUS CDS -J LENTINO	29.96	01640100-53315	PRINTED MATERIALS	215896JANE	
BUS CDS-J BAHRAINI	29.96	01620100-53315	PRINTED MATERIALS	215896A	
	<u>212.40</u>				
BRACING SYSTEMS					
CREDIT -RODDER	-20.00	01680000-53350	SMALL EQUIPMENT EXPENSE	295845-1CR	
LG PWR RODDER	55.00	01680000-53350	SMALL EQUIPMENT EXPENSE	295845-1	
	<u>35.00</u>				

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BUIKEMAS ACE HARDWARE					
TUBE INNER	7.99	01696200-53354	PARTS PURCHASED	524196	
	<u>7.99</u>				
C S FIRE PROTECTION DISTRICT					
PERMITS - FEB/2017	525.00	01-24416	DEPOSIT-FIRE DISTRICT PERMIT	PERMITS-FEB/17	
	<u>525.00</u>				
CANON FINANCIAL SERVICES INC					
ADM CPR JUL-OCT/16	890.18	01652800-52226	OFFICE EQUIPMENT MAINTENANCE	16888300	
	<u>890.18</u>				
CAROL STREAM LAWN & POWER					
AIR FILTERS	20.98	01696200-53354	PARTS PURCHASED	392555	
ELEMENT & FILTER	26.08	01696200-53354	PARTS PURCHASED	392729	
	<u>47.06</u>				

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CARQUEST AUTO PARTS					
CAP SCREW	4.28	01696200-53354	PARTS PURCHASED	2420-383654	
CONTROL ARM	117.02	01696200-53354	PARTS PURCHASED	2420-384394	
CONTROL ARM	252.30	01696200-53354	PARTS PURCHASED	2420-384917	
CONTROL ARMS	252.30	01696200-53354	PARTS PURCHASED	2420-384608	
COUPLER	92.76	01696200-53354	PARTS PURCHASED	2420-385031	
COUPLER	92.76	01696200-53354	PARTS PURCHASED	2420-385077	
CRIMP FITTING	11.01	01696200-53354	PARTS PURCHASED	2420-383595	
CRIMP FITTING	20.64	01696200-53354	PARTS PURCHASED	2420-383584	
CRIMP FITTING	42.44	01696200-53354	PARTS PURCHASED	2420-383806	
CRIMP FITTING	82.32	01696200-53354	PARTS PURCHASED	2420-383585	
HD CLAMP	4.88	01696200-53354	PARTS PURCHASED	2420-385078	
HEADLIGHT	7.69	01696200-53354	PARTS PURCHASED	2420-384985	
HEADLIGHT	15.38	01696200-53354	PARTS PURCHASED	2420-384416	
HOSE	13.49	01696200-53354	PARTS PURCHASED	2420-383577	
HOSE	34.12	01696200-53354	PARTS PURCHASED	2420-383516	
HOSES	44.30	01696200-53354	PARTS PURCHASED	2420-384002	
HYD BREAK BOOSTER	162.34	01696200-53354	PARTS PURCHASED	2420-384988	
HYD HOSE	90.72	01696200-53354	PARTS PURCHASED	2420-384023	
KEY SENTRY, HOSE	16.94	01696200-53354	PARTS PURCHASED	2420-384048	
MEGA FLEX	276.00	01696200-53354	PARTS PURCHASED	2420-383476	
PIPE	10.90	01696200-53354	PARTS PURCHASED	2420-384053	
QUICK DISCONNECT	61.47	01696200-53354	PARTS PURCHASED	2420-384931	
QUICK DISCONNECTS	133.59	01696200-53354	PARTS PURCHASED	2420-385097	
RETURN -PARTS	-361.49	01696200-53354	PARTS PURCHASED	2420-384393	
RETURN-CORE	-336.39	01696200-53354	PARTS PURCHASED	2420-385030	
SUSP & ARM CONTROL	133.61	01696200-53354	PARTS PURCHASED	2420-384120	
U-CLAMP	2.50	01696200-53354	PARTS PURCHASED	2420-384692	
	1,277.88				

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CARSON PIRIE SCOTT					
CLOTH ALLOW - ROE	69.96	01662400-53324	UNIFORMS	46869	
	<u>69.96</u>				
CENTRAL PARTS WAREHOUSE					
PLOW END & BOLT PLATE	210.66	01696200-53354	PARTS PURCHASED	393351A	
	<u>210.66</u>				
CH2MHILL OMI					
1ST YR OF 10YR CONTRACT WRC-APRIL	136,667.75	04101100-52262	WRC CONTRACT	65019	20170010
	<u>136,667.75</u>				
CHEAPER THAN DIRT					
GO VEST MAGS	186.28	01662700-53324	UNIFORMS	16280243	
	<u>186.28</u>				
CHICAGO TITLE COMPANY LLC					
505 E NORTH AVE MISC OFFICE FURN	1,000.00	01680000-55487	FACILITY CAPITAL IMPROVEMENT BILL OF SALE		
	<u>1,000.00</u>				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV'S FRM JAN 29 - FEB 25	2,575.23	01620600-52253	CONSULTANT	134961	
PROF SERV'S FRM JAN 29- FEB 25	812.90	01620600-52253	CONSULTANT	134962	
	<u>3,388.13</u>				
CITYTECH USA INC					
2017 ANNUAL PUBLIC SALARY MEMB	390.00	01600000-52234	DUES & SUBSCRIPTIONS	2945	
	<u>390.00</u>				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL - FEBRUARY	670.00	01570000-52238	LEGAL FEES	8254	
	<u>670.00</u>				

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COMCAST CABLE					
INTERNET FEB/2017	214.90	01652800-52234	DUES & SUBSCRIPTIONS	0010112 01/20/17	
SRV FEE - 01/11- 02/10	55.45	01664700-53330	INVESTIGATION FUND	030478801201	
TV SRV FRM 01/26 -02/25	4.21	01652800-52234	DUES & SUBSCRIPTIONS	0113254 01/19/2017	
	<u>274.56</u>				
COMED					
110 E ST CHARLES RD	32.35	01670600-53210	ELECTRICITY	6827721000 3/10/17	
	<u>32.35</u>				
CONSTELLATION NEW ENERGY					
124 GERZEVSKE, EAST SIDE PAS	2,875.59	04201600-53210	ELECTRICITY	00380756820001	
300 KUHN RD WEST SIDE PAS	2,731.26	04201600-53210	ELECTRICITY	00380757630001	
	<u>5,606.85</u>				
COUNTY COURT REPORTERS INC					
PLAN COMM REPORT 1/24/17	175.00	01530000-52241	COURT REPORTER FEES	119802	
	<u>175.00</u>				
CS ODESSA					
PROJECT MGMT SOFTWARE	399.00	01652800-52255	SOFTWARE MAINTENANCE	CD07656	
	<u>399.00</u>				
DAILY HERALD					
DAILY HERALD RENEWAL	79.00	01660100-52234	DUES & SUBSCRIPTIONS	MYPRESSPLUS	
KLEIN CREEK	98.90	01620100-53317	OPERATING SUPPLIES	T4461927	
	<u>177.90</u>				
DISCOVERY BENEFITS					
FLEX ADMIN - FEBRUARY	230.00	01600000-52273	EMPLOYEE SERVICES	731495-IN	
	<u>230.00</u>				

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DONALD CUMMINGS					
REIMB FOR CLS ORG THEORY & BEHAVIOR	1,482.24	01664700-52223	TRAINING	TRNG 1/16-3/12	
	<u>1,482.24</u>				
DRI-STICK DECAL CORP					
2017-19 VEH STKS & VIDEO GAMING LIC'S	5,258.84	01612900-53315	PRINTED MATERIALS	328645	
	<u>5,258.84</u>				
DRIVERS LICENSE GUIDE COMPANY					
2017 GUIDE- BASSETT	29.95	01664700-53325	COMMUNITY RELATIONS	712872	
2017 ID CHECKING GUIDE	81.80	01662700-52234	DUES & SUBSCRIPTIONS	704596	
	<u>111.75</u>				
DUPAGE CHRYSLER DODGE JEEP					
MODULE	222.53	01696200-53354	PARTS PURCHASED	60500	
RETURN -PART	-83.16	01696200-53354	PARTS PURCHASED	CM60276	
SUPPORT	87.01	01696200-53354	PARTS PURCHASED	60420	
SUPPORT	87.01	01696200-53354	PARTS PURCHASED	60451	
SUPPORT	87.01	01696200-53354	PARTS PURCHASED	60734	
SWITCH	48.66	01696200-53354	PARTS PURCHASED	60577	
	<u>449.06</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
FEBRUARY 2017 BUSINESS MTG BREINIG	40.00	01590000-52222	MEETINGS	9820	
	<u>40.00</u>				
ENGINEERING NEWS-RECORDS					
SUBSCRIPTION -3 YEAR	138.00	01620100-52234	DUES & SUBSCRIPTIONS	EN020677	
	<u>138.00</u>				
ESRI					
ESRI SOFTWARE 01/2017-01/2018	1,900.00	01652800-52257	GIS SYSTEM	93204250	
	<u>1,900.00</u>				

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FERGUSON ENTERPRISES INC					
1 GALV COM ELL	118.00	04201600-52244	MAINTENANCE & REPAIR	ORD3774186	
	118.00				
FIRESTONE COMPLETE AUTO CARE					
ALIGNMENT SERVICE	50.00	01696200-53354	PARTS PURCHASED	047229	
	50.00				
FRESH & SILK FLOWERS					
DEAN PEDERSON- FLOWERS	100.00	01660100-53317	OPERATING SUPPLIES	070673	
	100.00				
FULL LIFE SAFETY CENTER					
REGULATOR, TUBING,GAS	326.35	04201600-53317	OPERATING SUPPLIES	35266	
	326.35				
GAS PURCHASES-MASTERCARD					
FUEL GIFT CARD	50.00	01600000-52242	EMPLOYEE RECOGNITION	5257778	
GAS FOR GMIS TRAINING	16.11	01652800-52223	TRAINING	55754	
	66.11				
GLENN STEINHOFER					
SNOW CONTRACTOR 3/13/17	1,078.20	01670200-52266	SNOW REMOVAL	SS164	
SNOW CONTRACTOR 3/14/17	3,011.88	01670200-52266	SNOW REMOVAL	SS165	
	4,090.08				
GORDON FLESCH COMPANY INC					
2 SRV CALL FAX MACH	536.00	01662600-52226	OFFICE EQUIPMENT MAINTENAN	1738089	
	536.00				
GOVTEMPSUSA LLC					
OFFICE MGR W/E 02/19 & 02/26	2,923.20	01590000-52253	CONSULTANT	2197437	
	2,923.20				

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HD SUPPLY WATERWORKS LTD					
CLAMP	70.98	04201400-53333	NEW METERS	G723635	
LEAD FREE BRASS	392.00	04201600-53317	OPERATING SUPPLIES	G765681	
LEAD FREE BRASS	1,521.50	04201600-53317	OPERATING SUPPLIES	G722619	
MANHOLE HOOK	47.95	01622200-53317	OPERATING SUPPLIES	G789428	
SOCKETS	155.37	04201600-53316	TOOLS	G739347	
	<u>2,187.80</u>				
HENDERSON TRUCK EQUIPMENT					
BRACKET	48.87	01696200-53354	PARTS PURCHASED	249322	
DUPLICATE CHRG	48.87	01696200-53354	PARTS PURCHASED	249322-1	
RELAY	51.68	01696200-53354	PARTS PURCHASED	246111	
	<u>149.42</u>				
HERITAGE CRYSTAL CLEAN LLC					
PARTS	192.70	01696200-53354	PARTS PURCHASED	14446510	
	<u>192.70</u>				
HIGH PSI LIMITED					
NOZZLES	48.00	04101500-53350	SMALL EQUIPMENT EXPENSE	54068	
	<u>48.00</u>				
HOBBY LOBBY					
VOLUNTEER SUPPLIES	112.79	01664700-53325	COMMUNITY RELATIONS	0563	
	<u>112.79</u>				

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HOME DEPOT					
DONATION BOX MATERIAL	52.45	01670100-52274	COMMUNITY SERVICE PROGRAMS	70272	
DONATION BOX MATERIAL	57.16	01670100-52274	COMMUNITY SERVICE PROGRAMS	67120	
FIRE EXTINGUISHERS	119.88	01662700-53317	OPERATING SUPPLIES	24695	
FITTING FOR DISCONNECT	2.70	01696200-53317	OPERATING SUPPLIES	87658	
FLASHLIGHTS	69.94	04201600-53317	OPERATING SUPPLIES	20210	
LTR & NUMBERS, PRIMER	34.50	01696200-53354	PARTS PURCHASED	95473	
MISC WATER TOOLS	141.67	04201600-53317	OPERATING SUPPLIES	81255	
PW CEILING PANELS	52.40	01670400-52244	MAINTENANCE & REPAIR	65613	
SIGN HARDWARE	20.78	01670300-53317	OPERATING SUPPLIES	15890	
VOLUNTEER SUPPLIES	15.36	01664700-53325	COMMUNITY RELATIONS	85215	
	<u>566.84</u>				
HOTELS-MASTERCARD					
ILCMA CONFR 2/8-2/10 BREINIG	333.50	01590000-52223	TRAINING	53818	
	<u>333.50</u>				
IGFOA					
BATEK DUES	300.00	01610100-52234	DUES & SUBSCRIPTIONS	IGFOA2017	
WYDRA/MCDERMOTT & BATEK DUES	200.00	01612900-52234	DUES & SUBSCRIPTIONS	IGFOA2017	
	<u>500.00</u>				
IBM CORPORATION					
PHONE MGMT SFTW JAN-APRL	153.00	01652800-52255	SOFTWARE MAINTENANCE	8751592	
PHONE MGT SOFT JAN-APRL	51.00	01652800-52255	SOFTWARE MAINTENANCE	8751595	
PHONE MOBILE MGT SOFTWR	42.00	01652800-52255	SOFTWARE MAINTENANCE	8716856	
	<u>246.00</u>				
IEPA					
LOAN PAYMENT -4/15/17	36,622.18	04100100-56491	LOAN INTEREST	BILL #25	
LOAN PAYMENT -4/15/17	177,703.01	04100100-56490	LOAN PRINCIPAL	BILL #25	
	<u>214,325.19</u>				

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ILLINOIS ASSN OF CHIEFS OF POLICE					
2017 DUES- JUNGERS	150.00	01660100-52234	DUES & SUBSCRIPTIONS	1001227232	
	<u>150.00</u>				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
2017 WINTER CONF- J BREINIG	225.00	01590000-52222	MEETINGS	579329	
	<u>225.00</u>				
ILLINOIS POWER MARKETING					
300 BENNETT DR- LIGHTS	2,357.80	01670300-53213	STREET LIGHT ELECTRICITY	105438417021	
	<u>2,357.80</u>				
ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK					
2017 ANNUAL MEMB DUES	125.00	01670100-52234	DUES & SUBSCRIPTIONS	2279	
2017 ANNUAL MEMB DUES	125.00	04200100-52234	DUES & SUBSCRIPTIONS	2279	
	<u>250.00</u>				
ILLINOIS SECRETARY OF STATE					
REG SERVICE FEE	2.37	01662700-52244	MAINTENANCE & REPAIR	#653	
REG- SERVICE FEE672	2.37	01662700-52244	MAINTENANCE & REPAIR	707990	
REGIS TITLE/PLTS #653 TRAFFIC	101.00	01662700-52244	MAINTENANCE & REPAIR	#653	
REGIS TITLE/PLTS RENEWAL #672	101.00	01662700-52244	MAINTENANCE & REPAIR	707990	
	<u>206.74</u>				
ILLINOIS TOLLWAY					
OUT OF STATE TOLLS	126.90	01660100-52223	TRAINING	201040166629	
	<u>126.90</u>				

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INTERGOVERNMENTAL PERSONNEL BENEFIT COOPERATIVE					
MAR 2017 INSURANCE	347.04	01641800-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	373.32	01621300-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	485.92	01643600-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	559.01	01670700-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	631.16	01621900-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	652.45	01623100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	733.50	01640100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	819.90	04201400-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	839.49	01641700-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	945.22	04103100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,118.02	04100100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,118.02	04101500-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,304.38	01670500-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,418.00	04203100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,490.75	01670200-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,505.76	01610100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,606.65	01620600-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,612.25	01622200-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,677.03	01670600-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,708.15	01680000-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,937.92	01670300-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	1,956.66	01613000-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	2,122.93	01642100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	2,329.30	01690100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	2,367.29	01620100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	3,032.54	01662500-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	3,260.96	01696200-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	3,484.54	01670400-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	3,561.19	01590000-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	4,113.67	01612900-51111	GROUP INSURANCE	MARCH 2017	

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MAR 2017 INSURANCE	4,218.73	04200100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	4,229.92	04201600-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	4,402.04	01643700-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	4,666.93	01662300-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	4,669.88	01652800-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	7,539.38	01662600-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	8,807.47	01662400-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	9,686.56	01664700-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	9,719.45	01670100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	18,058.30	01660100-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	35,766.06	01600000-51111	GROUP INSURANCE	MARCH 2017	
MAR 2017 INSURANCE	50,268.18	01662700-51111	GROUP INSURANCE	MARCH 2017	
	211,145.92				
INTERNET PURCHASE MASTERCARD					
ARIDE MANUALS	350.00	01662300-53317	OPERATING SUPPLIES	170057	
EMPLOYEE RETIREMENT CARDS	124.97	01600000-53315	PRINTED MATERIALS	17A0001853	
EXTERNAL DRIVES	61.90	01662700-53350	SMALL EQUIPMENT EXPENSE	147344378	
	536.87				
J C PENNY					
CLOTH ALLOW-KALINOWICZ	132.18	01662400-53324	UNIFORMS	060503	
	132.18				
J G UNIFORMS INC					
BABOR	143.00	01662700-53324	UNIFORMS	13495	
JOHNSON	143.00	01662700-53324	UNIFORMS	13690	
	286.00				
JEWEL-OSCO					
I-PASS ENG DEPT	32.90	01620100-53317	OPERATING SUPPLIES	3246/23	
VOLUNTEER SUPPLIES	169.99	01664700-53325	COMMUNITY RELATIONS	34119103246	
	202.89				

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JOHN L FIOTI					
LOCAL PROSECUTION - MARCH	250.00	01570000-52238	LEGAL FEES	C S 100	
LOCAL PROSECUTION - MARCH	250.00	01662300-52310	ATLE LEGAL ADJUDICATION	C S 100	
	<u>500.00</u>				
JUST A TASTE CONFECTIONS					
VOLUNTEER SUPPLIES	25.00	01664700-53325	COMMUNITY RELATIONS	96712	
	<u>25.00</u>				
K. HOVING CLEAN SWEEP LLC					
DUMPSTER	442.80	01670500-52265	HAULING	282969	
	<u>442.80</u>				
K. HOVING PIT STOP					
DUMPSTER EXCHANGE	751.20	01670500-52265	HAULING	282318	
	<u>751.20</u>				
KC PRINTING SERVICES INC					
PD ENVELOPES	870.00	01662600-53314	OFFICE SUPPLIES	G2695	
	<u>870.00</u>				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES - FEB/2017	63.00	21500000-52238	LEGAL FEES	187819 3/10/17	
LEGAL SERVICES - FEB/2017	126.00	04200100-52238	LEGAL FEES	187819 3/10/17	
LEGAL SERVICES - FEB/2017	252.00	04100100-52238	LEGAL FEES	187819 3/10/17	
LEGAL SERVICES - FEB/2017	336.00	11740000-55490	VILLAGE HALL RENOVATION	187819 3/10/17	
LEGAL SERVICES - FEB/2017	357.00	11740000-52238	LEGAL FEES	187819 3/10/17	
LEGAL SERVICES - FEB/2017	9,624.91	01570000-52238	LEGAL FEES	187819 3/10/17	
	<u>10,758.91</u>				
KOHL'S					
CLOTH ALLOW - LALLY	34.99	01662400-53324	UNIFORMS	653112754	
	<u>34.99</u>				

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KONEMATIC INC					
NORTH DOOR REPAIR	500.00	01670400-52244	MAINTENANCE & REPAIR	834649	
NORTH GARAGE SENSOR REPAIR	963.25	01670400-52244	MAINTENANCE & REPAIR	834199	
	<u>1,463.25</u>				
KONICA MINOLTA BUSINESS SOLUTIONS					
INV COPIER MTC -DEC/16-JAN/17	216.34	01662400-52226	OFFICE EQUIPMENT MAINTENAN	Q243680971	
SSU-DEC/16 -JAN/17	18.04	01662500-52226	OFFICE EQUIPMENT MAINTENAN	Q243681280	
	<u>234.38</u>				
LAFARGE FOX RIVER DECO					
HAULING CONCRETE	10.00	04201600-52265	HAULING	706746198	
STONE	118.95	04201600-53317	OPERATING SUPPLIES	706800690	
	<u>128.95</u>				
LAGUNA MANUFACTURING					
PRISONER RESTRAINT RETRACTORS	131.00	01662700-53350	SMALL EQUIPMENT EXPENSE	10549	
	<u>131.00</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
LOCAL PROSC- FEB/17	1,925.00	01570000-52235	LEGAL FEES-PROSECUTION	INV020817	
LOCAL PROSC- FEB/17	6,000.00	01570000-52312	PROSECUTION DUI	INV020817	
	<u>7,925.00</u>				
LEADS ON LINE LLC					
INVESTIGATION SYSTEM SRV 5/2017-4/2018	3,688.00	01-13010	PRE-PAID ITEMS	239973	
	<u>3,688.00</u>				

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LECHNER & SONS					
MATS/TOWELS-1/11/17	28.45	01670100-53317	OPERATING SUPPLIES	2246902	
MATS/TOWELS-1/18/17	28.45	01670100-53317	OPERATING SUPPLIES	2249524	
MATS/TOWELS-1/25/17	28.45	01670100-53317	OPERATING SUPPLIES	2251981	
MATS/TOWELS-2/1/17	28.45	01670100-53317	OPERATING SUPPLIES	2254451	
MATS/TOWELS-2/8/17	28.45	01670100-53317	OPERATING SUPPLIES	2256993	
WIPES-1/11/17	59.10	01696200-53317	OPERATING SUPPLIES	2246902	
WIPES-1/18/17	59.10	01696200-53317	OPERATING SUPPLIES	2249524	
WIPES-1/25/17	59.10	01696200-53317	OPERATING SUPPLIES	2251981	
WIPES-2/1/17	59.10	01696200-53317	OPERATING SUPPLIES	2254451	
WIPES-2/8/17	59.10	01696200-53317	OPERATING SUPPLIES	2256993	
	<u>437.75</u>				
LEONARD M BULAT					
VEHICLE DECALS	1,100.00	01662700-53350	SMALL EQUIPMENT EXPENSE	17-59	
	<u>1,100.00</u>				
LEXISNEXIS					
MONTHLY FEE JAN 2017	191.34	01662400-53330	INVESTIGATION FUND	20170131	
	<u>191.34</u>				
LIVE VIEW GPS INC					
MONTHLY FEE-FEB/17	79.90	01664700-53330	INVESTIGATION FUND	287227	
	<u>79.90</u>				

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LOWE'S HOME CENTERS					
GFI OUTLETS	33.00	01670300-53317	OPERATING SUPPLIES	8543676	
OPERATING SUPPLIES	59.94	01670200-53317	OPERATING SUPPLIES	9882798	
PAINT STRAINERS	5.20	01670200-53317	OPERATING SUPPLIES	16549096	
SCOTCH TAPE, VELCRO	26.95	01680000-53319	MAINTENANCE SUPPLIES	2283432	
STRAINERS FOR BRINE	12.40	01670200-53317	OPERATING SUPPLIES	8543676	
VOLUNTEER SUPPLIES	145.59	01664700-53325	COMMUNITY RELATIONS	9139856	
VOLUNTEER SUPPLIES	204.32	01664700-53325	COMMUNITY RELATIONS	14969779	
	487.40				
LYNDA.COM INC					
ONLINE TRAINING	-359.88	01652800-52223	TRAINING	A-S01120139C	
	-359.88				
M&M THE SPECIAL EVENT COMPANY					
TABLE SKIRTING	145.88	01520000-52222	MEETINGS	218531	
	145.88				
MAILFINANCE					
LEASE FEB-MAY 2017	1,047.00	01610100-52226	OFFICE EQUIPMENT MAINTENANCE	N6325757	
	1,047.00				
MARTIN IMPLEMENT SALES INC					
FLANGE, BEARING	63.75	01696200-53354	PARTS PURCHASED	A54539	
	63.75				
MBM CORPORATION					
SHREDDER BAGS	129.00	01662600-53317	OPERATING SUPPLIES	411602	
SHREDDING OIL/BAGS	228.00	01610100-53317	OPERATING SUPPLIES	412870	
	357.00				

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MID AMERICAN WATER INC					
MEGA-LUGS	960.00	04201600-53317	OPERATING SUPPLIES	132935A	
	<u>960.00</u>				
MIDWEST METER INC					
WATER METERS	622.75	04201400-53333	NEW METERS	0085825-IN	
	<u>622.75</u>				
MIDWEST WATER GROUP INC					
CHLORINE ANALYZER	5,379.85	04201600-54412	OTHER EQUIPMENT	8914	
	<u>5,379.85</u>				
MNJ TECHNOLOGIES DIRECT					
BACK UP STORAGE	7,429.71	01652800-54413	COMPUTER EQUIPMENT	0003514961	
ENGR PORT REPLICATOR	572.48	01652800-53317	OPERATING SUPPLIES	0003514569	
KEYBOARDS INVEST SURF	295.67	01652800-54412	OTHER EQUIPMENT	0003514314	
REPLACE ACCESS POINTS	7,151.01	01652800-54413	COMPUTER EQUIPMENT	0003515437	
REPLACEMENT BATTERY	119.97	01652800-53317	OPERATING SUPPLIES	0003514315	
STAFF HEADSETS	1,136.07	01662500-53317	OPERATING SUPPLIES	0003511385	
	<u>16,704.91</u>				
MONOPRICE INC					
NETWORK CABLES	172.69	01652800-53317	OPERATING SUPPLIES	15597033	
	<u>172.69</u>				
MOTOROLA SOLUTIONS INC					
APX 1500 VHF RADIOS -NEW SQUADS	11,384.25	01662700-53350	SMALL EQUIPMENT EXPENSE	41233647	
	<u>11,384.25</u>				
MTI CONSTRUCTION SERVICES, LLC					
VLG HALL /PD ADDITON & REMODEL PRECONST.	5,000.00	11740000-55490	VILLAGE HALL RENOVATION	17-004	
	<u>5,000.00</u>				

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MULTI PRINTING SOLUTIONS					
ORDINANCE TICKET BKS	998.50	01662600-53315	PRINTED MATERIALS	0263304	
PRISONER PROP. RECEIPTS	328.41	01662600-53315	PRINTED MATERIALS	0263240	
	<u>1,326.91</u>				
NAPA AUTO CENTER					
AUTO PARTS	25.46	01696200-53317	OPERATING SUPPLIES	11007487 2/28/17	
AUTO PARTS	1,548.37	01696200-53354	PARTS PURCHASED	11007487 2/28/17	
	<u>1,573.83</u>				
NATIONAL ENGRAVERS					
COTY NAME PLATES	72.00	01520000-53314	OFFICE SUPPLIES	57181	
	<u>72.00</u>				
NATIVE TORCH LLC					
PRESCRIBED BURNS	19,450.00	01620100-52272	PROPERTY MAINTENANCE	2	
	<u>19,450.00</u>				
NEOPOST LEASING					
INK CARTRIDGE	166.99	01612900-53317	OPERATING SUPPLIES	15307980	
	<u>166.99</u>				
NICOR					
124 GERZEVSKE, EAST SIDE PAS	92.30	04201600-53210	ELECTRICITY	13811210007 3/9/17	
1348 CHARGER CT	86.73	04101500-53210	ELECTRICITY	86606011178 3/10/17	
TUBEWAY DR	25.16	04101500-53230	NATURAL GAS	14309470202 2/28/17	
	<u>204.19</u>				
NMI					
CC GATEWAY FEES FEB/2017	10.00	01610100-52256	BANKING SERVICES	259885481	
CC GATEWAY FEES FEB/2017	81.30	04103100-52221	UTILITY BILL PROCESSING	259909395	
CC GATEWAY FEES FEB/2017	81.30	04203100-52221	UTILITY BILL PROCESSING	259909395	
	<u>172.60</u>				

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O'REILLY AUTO PARTS					
AC CONDENSER	152.99	01696200-53354	PARTS PURCHASED	5514-132452	
CAPSULE	31.98	01696200-53354	PARTS PURCHASED	5514-133356	
CAPSULE	38.77	01696200-53354	PARTS PURCHASED	5514-133336	
MEGACRIMP	35.98	01696200-53354	PARTS PURCHASED	5514-131860	
MUFFLER	36.10	01696200-53354	PARTS PURCHASED	5514-132772	
MUFFLER	36.10	01696200-53354	PARTS PURCHASED	5514-133408	
MUFFLER	38.90	01696200-53354	PARTS PURCHASED	5514-132771	
RETURN -MUFFLER	-38.90	01696200-53354	PARTS PURCHASED	5514-133406	
RETURN -MUFFLER	-36.10	01696200-53354	PARTS PURCHASED	5514-132828	
RETURN -PART	-38.77	01696200-53354	PARTS PURCHASED	5514-133407	
	257.05				
OFFICE DEPOT					
BINDERS	75.87	04200100-53314	OFFICE SUPPLIES	899743973001	
COPY PAPER	299.90	01590000-52231	COPY EXPENSE	900620242001	
OFFICE SUPPLIES	11.00	01662600-53314	OFFICE SUPPLIES	896485933001	
OFFICE SUPPLIES	11.00	01662600-53314	OFFICE SUPPLIES	899965072001	
OFFICE SUPPLIES	11.22	01662600-53314	OFFICE SUPPLIES	901117807002	
OFFICE SUPPLIES	12.69	01662600-53314	OFFICE SUPPLIES	884515577002	
OFFICE SUPPLIES	64.63	01662600-53314	OFFICE SUPPLIES	901117807001	
OFFICE SUPPLIES	67.76	01662600-53314	OFFICE SUPPLIES	896485799001	
OFFICE SUPPLIES	104.80	01610100-53317	OPERATING SUPPLIES	900239351001	
OFFICE SUPPLIES	142.89	01662600-53314	OFFICE SUPPLIES	899964915001	
PAPER,TAPE DISPENSER	12.94	01690100-53314	OFFICE SUPPLIES	899743973001	
PAPER,TAPE DISPENSER	12.95	01670100-53314	OFFICE SUPPLIES	899743973001	
PHONE CORD	3.07	01670100-53314	OFFICE SUPPLIES	899743857001	
PHONE CORD	3.08	01690100-53314	OFFICE SUPPLIES	899743857001	
SPLIT - OFFICE SUPPLI	13.50	01590000-53314	OFFICE SUPPLIES	900620242001	
	847.30				

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OFFICER SURVIVAL SOLUTIONS					
GO VEST MED KITS	1,188.00	01662700-53324	UNIFORMS	453515DUP	
	<u>1,188.00</u>				
OLD TIME POTTERY INC					
VOLUNTEER SUPPLIES	47.21	01664700-53325	COMMUNITY RELATIONS	5123	
	<u>47.21</u>				
ORIENTAL TRADING COMPANY INC					
VOLUNTEER SUPPLIES	86.93	01664700-53325	COMMUNITY RELATIONS	682084455	
	<u>86.93</u>				
PARTY CITY					
VOLUNTEER SUPPLIES	189.27	01664700-53325	COMMUNITY RELATIONS	5105261	
	<u>189.27</u>				
PETSMART					
VOLUNTEER SUPPLIES	23.99	01664700-53325	COMMUNITY RELATIONS	0680	
	<u>23.99</u>				
POMPS TIRE SERVICE					
TIRES	479.84	01696200-53354	PARTS PURCHASED	280066580	
TIRES	515.76	01696200-53354	PARTS PURCHASED	410441630	
TIRES	523.60	01696200-53354	PARTS PURCHASED	410442018	
	<u>1,519.20</u>				
PREMIER TABLE LINENS					
SKIRTING HANGERS	25.73	01520000-52222	MEETINGS	100060640	
	<u>25.73</u>				
PRIORITY PRODUCTS INC					
BOLTS	944.93	04201600-53317	OPERATING SUPPLIES	904256	
SCREWS, WASHERS, NUTS	155.09	04201600-53317	OPERATING SUPPLIES	904741	
	<u>1,100.02</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on March 20, 2017**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
PRO SAFETY INC					
BLUE JULIE FLAGS	210.00	04101500-53317	OPERATING SUPPLIES	2/833090	
GREEN JULIE FLAGS	210.00	04201600-53317	OPERATING SUPPLIES	2/833090	
RED JULIE FLAGS	275.25	01670300-53317	OPERATING SUPPLIES	2/833090	
	<u>695.25</u>				
PSYCHOTHERAPY NETWORKER					
2017 MEMB - INTERN	18.00	01662500-52234	DUES & SUBSCRIPTIONS	PN178711	
2017 MEMB- M THOMAS	18.00	01662500-52234	DUES & SUBSCRIPTIONS	PN434039	
	<u>36.00</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>
RAY O'HERRON CO					
B RUDELICH	753.40	01662700-53324	UNIFORMS	1705062	
B. RUDELICH	94.99	01662700-53324	UNIFORMS	1707410	
BERNSTEIN	884.37	01662700-53324	UNIFORMS	1704152	
BULLERI	211.94	01662700-53324	UNIFORMS	1704988	
CASTRO	492.00	01664700-53324	UNIFORMS	1707408	
CHACON	96.95	01662700-53324	UNIFORMS	1704991	
CHAD PASKEVICZ	23.99	01662700-53324	UNIFORMS	1704987	
COOPER	8.00	01662400-53324	UNIFORMS	1705413	
COOPER	181.95	01662400-53324	UNIFORMS	1707151	
COOPER	251.89	01662400-53324	UNIFORMS	1705410	
DUMDIE	95.00	01662700-53324	UNIFORMS	1707409	
GREY	147.00	01662700-53324	UNIFORMS	1705402	
INCROCCI	145.00	01660100-53324	UNIFORMS	1704989	
INCROCCI	218.94	01660100-53324	UNIFORMS	1704985	
J REESE	753.40	01662700-53324	UNIFORMS	1705068	
JOHNSON	2.00	01662700-53324	UNIFORMS	1705404	
JOHNSON	8.99	01662700-53324	UNIFORMS	1704990	
JOHNSON	290.00	01662700-53324	UNIFORMS	1709124	
JUNGERS	18.00	01660100-53324	UNIFORMS	1705414	
JUNGERS	97.90	01660100-53324	UNIFORMS	1704986	
LALLY	131.94	01662400-53324	UNIFORMS	1709122	
M MEJIA	753.40	01662700-53324	UNIFORMS	1705066	
MCGUIRE	246.00	01662700-53324	UNIFORMS	1705400	
MEJIA	94.99	01662700-53324	UNIFORMS	1707411	
RODRIGUEZ	49.00	01662700-53324	UNIFORMS	1705409	
RODRIGUEZ	98.00	01662700-53324	UNIFORMS	1709123	
S DUMDIE	753.40	01662700-53324	UNIFORMS	1705067	
STAFIEJ	116.95	01662300-53324	UNIFORMS	1709121	
T BORNEMANN	753.40	01662700-53324	UNIFORMS	1705063	
	7,772.79				

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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>
RAYMOND MUNCH					
REIMB CLASS -THEORY & BEHAVIOR	1,482.24	01664700-52223	TRAINING	TRNG 1/16 -3/12	
	<u>1,482.24</u>				
REALTRUCK.COM					
TRUCK MAT/LINER	696.60	01643700-53350	SMALL EQUIPMENT EXPENSE	RT-1318719	
	<u>696.60</u>				
RECRUITERBOX					
SUBSCRIPT 1/23-2/23	90.00	01600000-52255	SOFTWARE MAINTENANCE	41515	
	<u>90.00</u>				
REFUNDS MISC					
TOW FEE PARTIAL REIMB	475.00	01000000-45321	TOWING FEE	CS16038288-BROWN	
CHARGED TWICE ON CREDIT CARD	80.00	01000000-47602	OVER/SHORT	PERMT 17-0064	
	<u>555.00</u>				
REFUNDS TAX STAMPS					
TAX STAMP #28130 REFUND	714.00	01000000-41208	REAL ESTATE TRANSFER TAX	1185 BROOKSTONE	
	<u>714.00</u>				
REFUNDS W&S FINALS					
RE: 465 FULLERTON BILLED IN ERROR	14.71	04-12110	ACCOUNT RECEIV WATER & SEWER ACCT #20659		
RE: 465 FULLERTON BILLED IN ERROR	29.80	04-12110	ACCOUNT RECEIV WATER & SEWER ACCT #20659		
RE: 465 FULLERTON BILLED IN ERROR	34.10	04-12110	ACCOUNT RECEIV WATER & SEWER ACCT #20659		
RE: 465 FULLERTON BILLED IN ERROR	69.09	04-12110	ACCOUNT RECEIV WATER & SEWER ACCT #20659		
	<u>147.70</u>				

**Village of Carol Stream
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RESTAURANT-MASTERCARD					
CPA REFRESHMENTS	129.95	01664700-53325	COMMUNITY RELATIONS	45 1/26/17	
CPA REFRESHMENTS	272.20	01664700-53325	COMMUNITY RELATIONS	00104	
CPA REFRESHMENTS	297.75	01664700-53325	COMMUNITY RELATIONS	00237	
NORTHERN DUPG CHIEFS MTG 2/15/17	13.45	01660100-52222	MEETINGS	94886	
PIZZA FOR AFTER HRS VALVE RPR	52.50	04201600-53317	OPERATING SUPPLIES	000129	
REFUND-TAX CHARGED	-17.73	01670100-53317	OPERATING SUPPLIES	93301CR	
SEMINAR LUNCH - LESCHER, MELLOR	19.77	01590000-52223	TRAINING	1124	
SEMINAR LUNCH - LESCHER, MELLOR	24.76	01680000-52223	TRAINING	1124	
WORKSHOP DINNER	158.45	01520000-52222	MEETINGS	FEB 6, 2017	
	951.10				
RIGHT WAY TRAFFIC CONTROL INC					
CPU FOR MSG BOARD	1,745.00	01696200-53354	PARTS PURCHASED	13297	
	1,745.00				
RUSH TRUCK CENTERS					
PARTS	1.25	01696200-53354	PARTS PURCHASED	3005676901	
PARTS	2.02	01696200-53354	PARTS PURCHASED	3005689595	
PARTS	106.24	01696200-53354	PARTS PURCHASED	3005663614	
PARTS	122.66	01696200-53354	PARTS PURCHASED	3005671996	
PARTS	159.00	01696200-53354	PARTS PURCHASED	3005633630	
PARTS	204.84	01696200-53354	PARTS PURCHASED	3005689610	
PARTS	231.48	01696200-53354	PARTS PURCHASED	3005704448	
	827.49				
RUSSO POWER EQUIPMENT					
BELT	101.80	01696200-53354	PARTS PURCHASED	3738367	
	101.80				

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SACCO INC					
WTR METER READINGS 3/3/17	1,777.76	04103100-52221	UTILITY BILL PROCESSING	2017015	
WTR METER READINGS 3/3/17	1,777.76	04203100-52221	UTILITY BILL PROCESSING	2017015	
	<u>3,555.52</u>				
SAE CUSTOMS INC					
INSTALL WATCH GUARD #637	615.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1397	
	<u>615.00</u>				
SCOTT INDUSTRIAL SYSTEMS					
HYD PUMP	259.67	01696200-53354	PARTS PURCHASED	1284803-00	
	<u>259.67</u>				
SEAWAY SUPPLY CO					
PAPER PRODUCTS	82.00	01670400-53317	OPERATING SUPPLIES	122305	
PAPER PRODUCTS	82.00	04201600-53317	OPERATING SUPPLIES	122305	
	<u>164.00</u>				
SERVICE COMPONENTS INC					
DRILL BIT & TAPSET	177.36	04201600-53316	TOOLS	87640	
DRILL, FLAT WASHERS	292.41	04201600-53317	OPERATING SUPPLIES	87610	
	<u>469.77</u>				
SMITH SECKMAN REID INC					
PROF SERV'S THRU 2/24/17	2,084.00	11740000-55490	VILLAGE HALL RENOVATION	231493	
	<u>2,084.00</u>				
SNI SOLUTIONS					
BAGGED SALT	3,996.00	01670200-53335	SALT	136978	
	<u>3,996.00</u>				
SOS TECHNOLOGIES					
AED	2,131.40	01662700-53317	OPERATING SUPPLIES	121027	
	<u>2,131.40</u>				

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<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
STANDARD EQUIPMENT COMPANY					
DEBRIS HOSE	851.81	01696200-53354	PARTS PURCHASED	C19468	
DUAL INDICATOR LIGHT	42.95	01696200-53354	PARTS PURCHASED	C19457	
HOSE END	78.25	01696200-53354	PARTS PURCHASED	C19475	
RUBBER SEAL	240.09	01696200-53354	PARTS PURCHASED	C19466	
	<u>1,213.10</u>				
SUBURB BLDG OFFICIALS CONF					
MILSCHEWSKI - TRNG 3/3	250.00	01643700-52223	TRAINING	PMN6CSC7CTG	
NOYES TRNG-3/3	250.00	01643700-52223	TRAINING	VJNQQDB75K	
S MARTIN- TRNG 3/3	250.00	01643700-52223	TRAINING	HKNJ2V3R5SD	
	<u>750.00</u>				
SUBURBAN LABORATORIES INC					
LAB SERVICES	492.00	04201600-52279	LAB SERVICES	141330	
	<u>492.00</u>				
TERRACE SUPPLY COMPANY					
RENTAL JAN/2017	26.35	01696200-52264	EQUIPMENT RENTAL	00972503	
	<u>26.35</u>				
THIRD MILLENIU ASSOCIATES INCORPORATED					
GREEN PAY FEES - FEB/17	225.00	04103100-52221	UTILITY BILL PROCESSING	20408	
GREEN PAY FEES - FEB/17	225.00	04203100-52221	UTILITY BILL PROCESSING	20408	
WTR BILL PRINTING 2/28/17	1,288.73	01680000-55487	FACILITY CAPITAL IMPROVEMENT	20407	
WTR BILL PRINTING 2/28/17	1,467.93	04103100-52221	UTILITY BILL PROCESSING	20407	
WTR BILL PRINTING 2/28/17	1,467.94	04203100-52221	UTILITY BILL PROCESSING	20407	
	<u>4,674.60</u>				
THOMAS DODGE CHRYSLER JEEP					
2- 2017 DODGE DURANGOS- PD	61,444.00	01662700-54415	VEHICLES	2-2017 NW DURANGOS	
	<u>61,444.00</u>				

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THYSSENKRUPP ELEVATOR CORP					
ELEV MTC FEB-APRL	686.74	01680000-52244	MAINTENANCE & REPAIR	3003007540	
	<u>686.74</u>				
TITAN SUPPLY INC					
MTC SUPPLIES	489.90	01680000-53320	JANITORIAL SUPPLIES	3451	
	<u>489.90</u>				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES FEB/17	1,579.77	04203100-52221	UTILITY BILL PROCESSING	INV 7833 FEB/2017	
TRISOURCE CC FEES FEB/17	1,579.78	04103100-52221	UTILITY BILL PROCESSING	INV 7833 FEB/2017	
TRISOURCE CC FEES FEB/2017	69.92	04103100-52221	UTILITY BILL PROCESSING	INV 1420 FEB/2017	
TRISOURCE CC FEES FEB/2017	69.92	04203100-52221	UTILITY BILL PROCESSING	INV 1420 FEB/2017	
TRISOURCE CC FEES FEB/2017	419.54	01610100-52256	BANKING SERVICES	INV 1420 FEB/2017	
	<u>3,718.93</u>				
TWIST OFFICE PRODUCT					
NAME PLATE - T MESSINO	12.00	01590000-53314	OFFICE SUPPLIES	791449-0	
	<u>12.00</u>				
U S POSTMASTER					
S/O NOTICE POSTAGE MAR/2017	54.05	04103100-52229	POSTAGE	INV 1529 3/10/17	
S/O NOTICE POSTAGE MAR/2017	54.05	04203100-52229	POSTAGE	INV 1529 3/10/17	
	<u>108.10</u>				
UNITED LABORATORIES					
DEFOAMER	618.22	01670200-53317	OPERATING SUPPLIES	INV178387	
	<u>618.22</u>				

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UNITED STATES POSTAL SERVICE					
DUI KITS TO ISP LAB	12.75	01662400-53317	OPERATING SUPPLIES	056653-724	
DUI KITS TO ISP LAB	13.30	01662400-53317	OPERATING SUPPLIES	049713-936	
DUI KITS TO ISP LAB	13.30	01662400-53317	OPERATING SUPPLIES	065555-127	
PASSPORT 1/23/17	6.65	01610100-52229	POSTAGE	396014282	
PASSPORT 1/24/17	6.65	01610100-52229	POSTAGE	396152304	
PASSPORT 1/25/17	6.65	01610100-52229	POSTAGE	396262311	
PASSPORT 1/26/17	6.65	01610100-52229	POSTAGE	396353188	
PASSPORT 1/30/17	6.65	01610100-52229	POSTAGE	396657062	
PASSPORT 1/31/17	6.65	01610100-52229	POSTAGE	396769848	
PASSPORT 2/10/17	6.65	01610100-52229	POSTAGE	397637619	
PASSPORT 2/10/17	6.65	01610100-52229	POSTAGE	397685147	
PASSPORT 2/13/17	6.65	01610100-52229	POSTAGE	397806966	
PASSPORT 2/14/17	6.65	01610100-52229	POSTAGE	397967153	
PASSPORT 2/15/17	6.65	01610100-52229	POSTAGE	398067506	
PASSPORT 2/16/17	6.65	01610100-52229	POSTAGE	398147071	
PASSPORT 2/17/17	6.65	01610100-52229	POSTAGE	398231345	
PASSPORT 2/2/17	6.65	01610100-52229	POSTAGE	396923277	
PASSPORT 2/2/17	6.65	01610100-52229	POSTAGE	396973154	
PASSPORT 2/7/17	6.65	01610100-52229	POSTAGE	397359286	
PASSPORT 2/8/17	6.65	01610100-52229	POSTAGE	397431073	
PASSPORT 2/9/17	6.65	01610100-52229	POSTAGE	397522156	
	159.05				
UNIVERSAL ELECTRIC CORP					
ELECTRIC ADAPTER GLENDALE HEIGHTS	225.86	01680000-55487	FACILITY CAPITAL IMPROVEMENT	1700666	
	225.86				
USA BLUE BOOK					
RELAY	143.99	04101500-52244	MAINTENANCE & REPAIR	169033	
	143.99				

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VERIZON WIRELESS					
PHONE SRV FRM DEC 14-JAN 13	1.19	01652800-52234	DUES & SUBSCRIPTIONS	9778663905	
	<u>1.19</u>				
VILLA PARK ELECTRICAL SUPPLY CO INC					
250V MIDGET	15.44	01670300-53215	STREET LIGHT SUPPLIES	01905819	
250V MIDGET	100.36	01670300-53215	STREET LIGHT SUPPLIES	01905981	
COIL	412.00	01670300-53215	STREET LIGHT SUPPLIES	01905980	
FUSE	52.00	01670300-53215	STREET LIGHT SUPPLIES	01905767	
PHOTO CELL, 250V MIDG	1,197.40	01670300-53215	STREET LIGHT SUPPLIES	01903600	
RETURN -FUSE	-52.00	01670300-53215	STREET LIGHT SUPPLIES	01905818CR	
	<u>1,725.20</u>				
VILLAGE OF CAROL STREAM					
124 GERZEVSKE LN	102.98	01670100-53220	WATER	1187348/20875	
245 KUHN RD ADM BLDG	33.53	04101500-53220	WATER	1187345/20872	
245 KUHN RD MAIN CNTRL BLDG	2.90	04101500-53220	WATER	1187344/20871	
PWKS NORTH GARAGE	344.66	01670100-53220	WATER	1187347/20874	
	<u>484.07</u>				
WAL MART					
CPA REFRESHMENTS	26.70	01664700-53325	COMMUNITY RELATIONS	05897	
CPA REFRESHMENTS	76.94	01664700-53325	COMMUNITY RELATIONS	03707	
CPA SUPPLIES	14.89	01664700-53325	COMMUNITY RELATIONS	06911	
VOLUNTEER SUPPLIES	25.16	01664700-53325	COMMUNITY RELATIONS	03787	
	<u>143.69</u>				
WASTE MANAGEMENT					
UNIFORM DESTRUCTION	82.00	01662700-53324	UNIFORMS	12919806	
	<u>82.00</u>				

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WEATHER TECH					
TRUCK FLOOR LINERS	219.90	01643700-53350	SMALL EQUIPMENT EXPENSE	708663796	
	<u>219.90</u>				
WEBLIFE STORES LLC					
MAILBOX	597.97	01680000-55487	FACILITY CAPITAL IMPROVEMENT WL-1-3267		
	<u>597.97</u>				
WEST SIDE TRACTOR SALES					
PARTS	31.94	01696200-53354	PARTS PURCHASED	N49207	
PARTS	163.13	01696200-53354	PARTS PURCHASED	N49208	
	<u>195.07</u>				
WESTERN NRG INC					
2017 FIREWALL SUPPORT	1,071.00	01652800-52255	SOFTWARE MAINTENANCE	73020	
	<u>1,071.00</u>				

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WEX BANK					
MONTHLY FUEL ALLOCATIONS FEB/2017	-83.88	01000000-47407	MISCELLANEOUS REVENUE	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	26.06	01643700-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	27.67	01696200-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	32.03	01680000-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	46.32	01642100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	52.90	04200100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	66.06	01622200-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	82.75	04101100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	99.09	01620100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	124.61	01670100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	124.61	01670300-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	155.77	01670600-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	155.77	01670700-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	186.92	01670500-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	264.80	01670400-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	306.26	01664700-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	361.47	04101500-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	370.28	04200100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	382.82	01662400-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	545.18	01670200-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	634.76	04201600-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	689.08	01660100-53313	AUTO GAS & OIL	FUEL FEB/2017	
MONTHLY FUEL ALLOCATIONS FEB/2017	6,278.28	01662700-53313	AUTO GAS & OIL	FUEL FEB/2017	
	10,929.61				
WHOLESALE DIRECT INC					
PLOW LIGHTS	288.65	01696200-53354	PARTS PURCHASED	000225419	
	288.65				

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WILLIAMS ASSOCIATES ARCHITECTS, LTD					
SCHEMATIC DESIGN PHASE SERV'S- FEB/2017	60,895.35	11740000-55490	VILLAGE HALL RENOVATION	17633	20170024
	<u>60,895.35</u>				
WINTER EQUIPMENT COMPANY INC					
CURBGUARD, EXTENDOR KIT	1,547.35	01696200-53354	PARTS PURCHASED	IV32184	
	<u>1,547.35</u>				
GRAND TOTAL	<u><u>\$925,963.42</u></u>				

The preceding list of bills payable totaling \$925,963.42 was reviewed and approved for payment.

Approved by:



Joseph Breinig - Village Manager

Date: 3/17/17

Authorized by:

Frank Saverino Sr - Mayor

Laura Czarnecki- Village Clerk

AGENDA ITEM
L-2 3-20-17

ADDENDUM WARRANTS
Mar 7, 2017 thru Mar 20, 2017

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Feb 27, 2017 thru Mar 12, 2017	514,975.17
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Feb 27, 2017 thru Mar 12, 2017	<u>48,169.49</u>
				<u><u>563,144.66</u></u>

Approved this _____ day of _____, 2017

By: _____
Frank Saverino Sr - Mayor

Laura Czarnecki - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended February 28, 2017

	MONTH				YTD				BUDGET					
	Last Year Feb	Current Year Feb	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance		
			\$	%			\$	%				\$	%	
REVENUES														
Sales Tax	\$ 624,702	\$ 654,272	29,571	5%	\$ 5,946,406	\$ 6,471,298	524,892	9%	\$ 7,750,000	\$ 6,423,833	\$ 6,471,298	47,466	1%	
Home Rule Sales Tax	367,966	381,251	13,286	4%	3,430,525	3,796,373	365,848	11%	4,415,000	3,659,512	3,796,373	136,861	4%	
State Income Tax	428,998	394,925	(34,073)	-8%	3,599,445	3,148,341	(451,104)	-13%	4,050,000	3,386,825	3,148,341	(238,484)	-7%	
Utility Tax - Electricity	183,385	173,465	(9,920)	-5%	1,551,382	1,599,779	48,397	3%	1,870,000	1,574,136	1,599,779	25,643	2%	
Telecommunications Tax	96,692	93,690	(3,003)	-3%	1,032,387	959,598	(72,789)	-7%	1,190,000	1,003,636	959,598	(44,039)	-4%	
Fines (Court, Ord., ATLE, Towing)	151,611	117,782	(33,829)	-22%	1,332,970	1,142,970	(190,000)	-14%	1,697,000	1,400,617	1,142,970	(257,647)	-18%	
Natural Gas Use Tax	91,638	106,916	15,278	17%	354,833	378,898	24,064	7%	570,000	380,002	378,898	(1,105)	0%	
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	129,328	131,922	2,594	2%	2,154,064	2,071,067	(82,998)	-4%	2,616,300	2,226,676	2,071,067	(155,609)	-7%	
Licenses (Vehicle, Liquor, etc.)	6,050	4,485	(1,566)	-26%	464,078	452,202	(11,876)	-3%	616,400	481,810	452,202	(29,608)	-6%	
Cable Franchise Fees	-	128,443	128,443	100%	577,693	573,412	(4,281)	-1%	704,000	586,667	573,412	(13,255)	-2%	
Building Permits	27,101	21,648	(5,453)	-20%	593,155	469,562	(123,593)	-21%	627,500	522,000	469,562	(52,438)	-10%	
Fees for Services	40,883	44,013	3,131	8%	632,043	638,994	6,951	1%	615,800	545,943	638,994	93,051	17%	
Interest Income	2,645	4,407	1,762	67%	9,316	29,421	20,106	216%	15,000	12,500	29,421	16,921	135%	
All Other / Miscellaneous	61,304	46,128	(15,175)	-25%	581,582	840,419	258,837	45%	1,163,000	966,833	840,419	(126,414)	-13%	
Revenue Totals	2,212,303	2,303,348	91,045	4%	22,259,879	22,572,334	312,455	1%	27,900,000	23,170,990	22,572,334	(598,656)	-3%	
EXPENDITURES														
Fire & Police Commission	10,563	1,200	(9,363)	-89%	28,210	26,691	(1,519)	-5%	13,511	11,260	26,691	15,431	137%	
Legislative Board	2,551	12,111	9,561	375%	71,135	138,354	67,218	94%	139,890	122,453	138,354	15,901	13%	
Plan Commission & ZBA	-	529	529	100%	3,444	4,055	611	18%	5,243	4,370	4,055	(315)	-7%	
Legal Services	27,420	19,024	(8,396)	-31%	230,724	214,001	(16,723)	-7%	298,000	248,330	214,001	(34,329)	-14%	
Village Clerk	2,216	2,508	292	13%	26,788	27,916	1,128	4%	38,887	32,744	27,916	(4,828)	-15%	
Administration	62,358	59,037	(3,321)	-5%	778,839	849,359	70,520	9%	951,924	793,270	849,359	56,089	7%	
Employee Relations	19,108	35,250	16,142	84%	210,747	277,676	66,929	32%	412,940	344,117	277,676	(66,440)	-19%	
Financial Management	59,082	61,663	2,581	4%	666,390	729,974	63,584	10%	920,967	767,473	729,974	(37,498)	-5%	
Engineering Services	70,093	94,275	24,182	34%	850,606	944,215	93,609	11%	1,398,163	1,165,136	944,215	(220,921)	-19%	
Community Development	61,552	63,654	2,102	3%	711,075	839,224	128,149	18%	1,127,636	939,697	839,224	(100,472)	-11%	
Information Technology	112,206	141,178	28,972	26%	592,123	829,399	237,276	40%	1,087,561	906,301	829,399	(76,902)	-8%	
Police	906,698	983,796	77,099	9%	11,097,270	11,445,312	348,041	3%	14,218,899	11,849,083	11,445,312	(403,771)	-3%	
Public Works	244,396	377,538	133,142	54%	2,693,493	3,162,374	468,880	17%	4,195,811	3,496,509	3,162,374	(334,135)	-10%	
Municipal Building	21,223	30,247	9,024	43%	283,956	282,514	(1,442)	-1%	379,063	315,886	282,514	(33,372)	-11%	
Municipal Garage	9,840	(8,982)	(18,822)	-191%	(1,231)	38,253	39,483	-3208%	-	-	38,253	38,253	100%	
Transfers and Agreements	-	34,325	34,325	100%	327,597	311,883	(15,714)	-5%	2,668,500	484,000	311,883	(172,117)	-36%	
Town Center	7	341	334	4997%	41,298	42,932	1,634	4%	43,005	43,005	42,932	(73)	0%	
Expenditure Totals	1,609,313	1,907,694	298,381	19%	18,612,466	20,164,132	1,551,666	8%	27,900,000	21,523,632	20,164,132	(1,359,500)	-6%	
Net Increase / (Decrease)	602,989	395,654	(207,335)		3,647,413	2,408,202	(1,239,211)		-	1,647,358	2,408,202	760,844		

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended February 28, 2017

	MONTH				YTD				BUDGET				
	Last Year Feb	Current Year Feb	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
			\$	%			\$	%				\$	%
REVENUES													
Water Billings	\$ 539,189	\$ 557,049	17,860	3%	\$ 6,043,102	\$ 6,489,960	446,859	7%	\$ 7,260,000	\$ 6,057,133	\$ 6,489,960	432,827	7%
Sewer Billings	208,756	216,632	7,877	4%	2,280,622	2,552,451	271,828	12%	2,887,000	2,471,765	2,552,451	80,686	3%
Penalties/Admin Fees	13,408	14,257	849	6%	159,460	146,877	(12,584)	-8%	197,000	164,167	146,877	(17,290)	-11%
Connection/Expansion Fees	-	-	-	0%	69,088	31,742	(37,346)	-54%	62,500	52,083	31,742	(20,341)	-39%
Interest Income	2,354	5,585	3,232	137%	8,528	41,154	32,626	383%	15,000	12,500	41,154	28,654	229%
Rental Income	10,296	11,762	1,466	14%	154,801	186,079	31,277	20%	175,000	145,833	186,079	40,245	28%
All Other / Miscellaneous	1,253	3,915	2,662	213%	113,437	125,092	11,655	10%	86,500	81,917	125,092	43,175	53%
Revenue Totals	775,254	809,200	33,946	4%	8,829,039	9,573,354	744,315	8%	10,683,000	8,985,398	9,573,354	587,956	7%
EXPENDITURES													
Salaries & Benefits	97,233	115,592	18,359	19%	1,047,128	1,151,545	104,417	10%	1,379,423	1,114,150	1,151,545	37,395	3%
Purchase of Water	438,484	494,904	56,420	13%	4,745,301	5,046,218	300,917	6%	5,487,000	4,651,550	5,046,218	394,668	8%
WRC Operating Contract	172,806	133,668	(39,139)	-23%	1,567,526	1,574,608	7,082	0%	1,765,013	1,470,844	1,574,608	103,764	7%
Maintenance & Operating	74,286	147,269	72,983	98%	1,388,832	1,338,233	(50,598)	-4%	1,960,440	1,633,700	1,338,233	(295,467)	-18%
IEPA Loan P&I	-	-	-	0%	214,325	214,325	-	0%	428,651	214,325	214,325	0	0%
DWC Loan P&I	-	-	-	0%	59,833	58,852	(981)	-2%	58,853	58,853	58,852	(1)	0%
Capital Outlay	1,688	4,700	3,012	178%	1,043,427	117,155	(926,273)	-89%	2,745,225	2,745,225	117,155	(2,628,070)	-96%
Expenditure Totals	784,497	896,132	111,635	14%	10,066,373	9,500,937	(565,436)	-6%	13,824,605	11,888,648	9,500,937	(2,387,711)	-20%
Net Increase / (Decrease)	(9,243)	(86,932)	(77,689)		(1,237,335)	72,417	1,309,751		(3,141,605)	(2,903,250)	72,417	2,975,666	

Village of Carol Stream
Capital Budget Summary
For the Month Ended February 28, 2017

	MONTH				YTD				BUDGET*		
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	% of
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Actual	Total
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ -	\$ -	-	0%	\$ 27,118	\$ 142,074	114,956	424%	\$ 772,000	\$ 142,074	18%
Interest Income	3,508	11,584	8,076	230%	13,609	93,105	79,496	584%	25,000	93,105	372%
All Other / Miscellaneous	-	-	-	0%	20,605	230,772	210,167	1020%	670,000	230,772	34%
Revenue Totals	3,508	11,584	8,076	230%	61,332	465,951	404,619	660%	1,467,000	465,951	32%
EXPENDITURES											
Roadway Improvements	1,300	14,267	12,967	997%	3,534,621	4,066,882	532,262	15%	6,883,000	4,066,882	59%
Facility Improvements	-	94,666	94,666	100%	84,789	471,650	386,861	456%	2,150,000	471,650	22%
Stormwater Improvements	1,688	14,662	12,974	768%	16,246	166,916	150,670	927%	627,000	166,916	27%
Miscellaneous	718	-	(718)	-100%	12,346	8,180	(4,167)	-34%	5,000	8,180	164%
Expenditure Totals	3,706	123,595	119,889	3235%	3,648,002	4,713,627	1,065,625	29%	9,665,000	4,713,627	49%
Net Increase / (Decrease)	(198)	(112,011)	(111,813)	56563%	(3,586,670)	(4,247,676)	(661,007)	18%	(8,198,000)	(4,247,676)	52%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 86,565	\$ 89,552	2,988	3%	\$ 855,473	\$ 851,780	(3,693)	0%	\$ 1,030,000	\$ 851,780	83%
Interest Income	764	2,365	1,601	210%	2,647	16,939	14,292	540%	5,000	16,939	339%
Revenue Totals	87,328	91,917	4,589	5%	858,120	868,719	10,599	1%	1,035,000	\$ 868,719	84%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	-	-	-	0%	-	-	0%
Crack Filling	-	-	-	0%	99,641	92,515	(7,126)	-7%	142,000	92,515	65%
Expenditure Totals	-	-	-	0%	99,641	92,515	(7,126)	100%	142,000	92,515	65%
Net Increase / (Decrease)	87,328	91,917	4,589	5%	758,479	776,204	17,725	2%	893,000	776,204	87%

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

Village of Carol Stream
TIF Funds Budget Summary
For the Month Ended February 28, 2017

	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
GENEVA CROSSING TIF													
REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 418,531	\$ 533,661	\$ 115,130	28%	\$ 425,000	\$ 425,000	\$ 533,661	\$ 108,661	26%
Interest Income	32	-	(32)	-100%	162	-	(162)	-100%	500	417	-	(417)	-100%
Village Contribution	-	-	-	0%	37,362	-	(37,362)	-100%	42,000	42,000	-	(42,000)	-100%
Revenue Totals	32	-	(32)	-100%	456,055	533,661	77,606	100%	467,500	467,417	533,661	66,244	14%
EXPENDITURES													
Principal Retirement	-	-	-	0%	1,140,000	-	(1,140,000)	-100%	-	-	-	-	0%
Interest Expense	-	-	-	0%	54,480	-	(54,480)	-100%	-	-	-	-	0%
Paying Agent Fees	41	205	164	400%	4,087	3,504	(583)	-14%	830,372	830,372	3,504	(826,869)	-100%
Expenditure Totals	41	205	164	400%	1,198,567	3,504	(1,195,063)	-100%	830,372	830,372	3,504	(826,869)	-100%
Net Increase / (Decrease)	(9)	(205)	(196)	2165%	(742,512)	530,157	1,272,669	-171%	(362,872)	(362,955)	530,157	893,113	-246%

NORTH/SCHMALE TIF

REVENUES													
TIF Property Taxes	\$ -	\$ -	\$ -	0%	\$ 14,477	\$ 190,996	\$ 176,519	1219%	\$ 14,000	\$ 14,000	\$ 190,996	\$ 176,996	1264%
Sales Taxes	-	34,325	34,325	100%	59,472	91,188	31,716	53%	90,000	90,000	91,188	1,188	1%
Interest Income	6	55	48	743%	48	328	280	588%	100	80	328	248	310%
Village Contribution	-	-	-	0%	1,448	4,600	3,152	218%	2,000	1,600	4,600	3,000	188%
Revenue Totals	6	34,379	34,373	531267%	75,444	287,112	211,668	100%	106,100	105,680	287,112	181,432	172%
EXPENDITURES													
Legal Fees	-	-	-	0%	738	205	(533)	-72%	2,000	1,670	205	(1,465)	-88%
Consulting Fees	-	-	-	0%	-	-	-	0%	-	-	-	-	0%
Other Expenses	-	-	-	0%	82,074	199,137	117,063	143%	140,000	140,000	199,137	59,137	42%
Expenditure Totals	-	-	-	0%	82,812	199,342	116,530	141%	142,000	141,670	199,342	57,672	41%
Net Increase / (Decrease)	6	34,379	34,373		(7,368)	87,770	95,138		(35,900)	(35,990)	87,770	123,760	

Village of Carol Stream
Police Pension Fund Budget Summary
For the Month Ended February 28, 2017

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Feb	Feb	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ (704,426)	\$ 431,341	\$1,135,767	-161%	\$ (1,611,694)	\$ 1,680,976	\$ 3,292,670	-204%	\$ 3,300,500	\$ 2,750,417	\$ 1,680,976	\$ (1,069,441)	-39%
Employee Contributions	41,304	45,130	3,826	9%	459,705	471,732	12,027	3%	572,000	462,000	471,732	9,732	2%
Village Contribution	142,162	152,761	10,599	7%	1,421,620	1,527,613	105,993	7%	1,833,135	1,527,610	1,527,613	3	0%
Other Revenues	-	-	-	0%	33,582	3,109	(30,473)	-91%	-	-	3,109	3,109	100%
Revenue Totals	(520,960)	629,233	1,150,193	-221%	303,213	3,683,429	3,380,216	1115%	5,705,635	4,740,027	3,683,429	(1,056,598)	-22%
EXPENDITURES													
Investment and Admin Fees	14,069	13,654	(414)	-3%	100,359	96,221	(4,138)	-4%	148,000	123,333	96,221	(27,112)	-22%
Participant Benefit Payments	190,163	221,403	31,240	16%	1,793,825	2,065,364	271,539	15%	2,685,500	2,152,000	2,065,364	(86,636)	-4%
Expenditure Totals	204,232	235,057	30,825	15%	1,894,184	2,161,585	267,401	14%	2,833,500	2,275,333	2,161,585	(113,748)	-5%
Net Increase / (Decrease)	(725,192)	394,175	1,119,367		(1,590,971)	1,521,844	3,112,815		2,872,135	2,464,693	1,521,844	(942,849)	

Village of Carol Stream
Schedule of Cash and Investment Balances
February 28, 2017

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 2/28/2016
GENERAL FUND	\$ 1,028,385.59	\$ 8,979,996.69	\$ 10,008,382.28	\$ 16,343,035.44
WATER & SEWER FUND	733,861.14	11,379,868.72	12,113,729.86	12,535,346.10
CAPITAL PROJECTS FUND	101,527.16	24,199,449.17	24,300,976.33	18,479,416.48
MFT FUND	-	4,976,608.33	4,976,608.33	4,036,200.62
GENEVA CROSSING TIF FUND	760,631.26	-	760,631.26	328,361.83
NORTH/SCHMALE TIF FUND	125,347.04	137,917.82	263,264.86	34,124.92
POLICE PENSION FUND	<u>365,410.23</u>	<u>42,546,524.68</u>	<u>42,911,934.91</u>	<u>39,893,352.01</u>
TOTAL	<u>\$ 3,115,162.42</u>	<u>\$ 92,220,365.41</u>	<u>\$ 95,335,527.83</u>	<u>\$ 91,649,837.40</u>