BOARD MEETING AGENDA DECEMBER 4, 2023 6:00 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of Minutes of the November 20, 2023 Village Board Meeting.

C. LISTENING POST:

- 1. Swearing in of Brian Cluever as Deputy Police Chief.
- 2. Representative Sanalitro's Constituent of the Month for December awarded to Frank Parisi.
- 3. A representative from the Village's auditing firm Sikich will present the Annual Comprehensive Financial Report and management letter for the year ended April 30, 2023 in accordance with Public Act 098-0738. These documents are available on the Village web site at carolstream.org.
- 4. Addresses from Audience (3 Minutes).

D. PUBLIC HEARINGS:

1. Public Hearing – Annexation Agreement for 1475 W. Lies Road. This Public Hearing has been noticed to receive comments from the public regarding the proposed Annexation Agreement for the property at 1475 W. Lies Road, for the Villas of Fair Oaks duplex development. As staff and the applicant are continuing to work on finalizing the Agreement and supporting documentation, it is not ready for Village Board action. For that reason, it is recommended that the Board open and immediately continue the Public Hearing to December 18, 2023.

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

BOARD MEETING AGENDA DECEMBER 4, 2023 6:00 P.M.

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

- 1. Plan Commission/Zoning Board of Appeals.
 - a. 23-0043 Veltiste IL 720 E. North Avenue
 Amendment to a Special Use Permit for an Adult-Use Cannabis Dispensary
 Recommended Approval Subject to Conditions 5-0

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

- 1. Receipt of the Annual Comprehensive Financial Report and Auditor's Communication to the Board of Trustees of the Village of Carol Stream for the Year Ended April 30, 2023. This item was previously discussed under Listening Post and is presented here for receipt by the Village Board of Trustees.
- 2. Personnel Policy Revisions. Due to the State of Illinois passing a variety of legislative changes, staff recommends amendments to the Personnel Manual including Victims' Economic Security & Safety Leave, Vacation, Bereavement Leave and Blood and Organ Donation Leave.

I. ORDINANCES:

- 1. Ordinance No. ______, An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,646,461, for the Fiscal Year Beginning May 1, 2023 and Ending, April 30, 2024, of the Village of Carol Stream, DuPage County, Illinois. This ordinance represents the property tax levy request of the Village of Carol Stream and the Carol Stream Public Library for 2023 which will be collected in 2024. The Village's levy totals \$3,800,000 and the Library's levy totals \$3,846,461. The Village levy represents an increase of \$0 from the amount levied in 2022. The Library levy represents an increase of \$42,000 or 1.1% from the amount levied in 2022. The estimated financial impact to the owner of a home having a market value of \$250,000 (using 2022 tax rates) is \$219.58 (Village) and \$219.92 (Library).
- 2. Ordinance No. 2023-12-____ Approving a Water Purchase and Sale Contract between the DuPage Water Commission and Contract Customers. Staff recommends approving the Water Purchase and Sale Contract between the DuPage Water Commission and its contract customers effective until February 24, 2064.

BOARD MEETING AGENDA DECEMBER 4, 2023 6:00 P.M.

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

3. Ordinance No. 2023-12-____ Approving an Amendment to a Special Use Permit for an Adult Use Cannabis Dispensary (Veltiste IL - 720 E. North Avenue). See F. 1.a. J. RESOLUTIONS: 1. Resolution No. ____ Approving an Extension of the Water Supply Contract between the DuPage Water Commission and the City of Chicago. recommends approving an extension of the existing contract with the City of Chicago under its current terms and conditions for a period not less than 15 years and not more than 20 years. 2. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. Staff recommends declaring designated Public Works Vehicles surplus and be authorized to dispose of the property as proposed pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances. 3. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol Stream. Staff recommends declaring designated Police Vehicles surplus and be authorized to sell said property by the Police Department. 4. Resolution No. ____ Declaring Surplus Property owned by the Village of Carol

Stream. Staff recommends declaring designated M1 Garands surplus and be

K. <u>NEW BUSINESS:</u>

L. PAYMENT OF BILLS:

- 1. Regular Bills: November 21, 2023 through December 4, 2023.
- 2. Addendum Warrants: November 21, 2023 through December 4, 2023.

authorized to trade-in said property to Streichers for a \$4,000 credit.

BOARD MEETING AGENDA DECEMBER 4, 2023

6:00 P.M.

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

M. REPORT OF OFFICERS:

- 1. Mayor:
- 2. Trustees:
- 3. Clerk: 2024 Schedule of Meetings. The 2024 Schedule of Meetings is attached for Village Board review and approval.

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2023-11-55	LAST RESOLUTION	3337
NEXT ORDINANCE	2023-12-56	NEXT RESOLUTION	3338

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

November 20, 2023

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 6:00 p.m. and requested that Village Clerk Julia Schwarze call the roll.

Present:

Trustees Joe Anselmo, Jeff Berger, John Zalak, Rick Gieser,

Mary Frusolone and Matt McCarthy, Village Clerk Julia

Schwarze and Mayor Frank Saverino, Sr.

Absent:

None

Also Present:

Village Manager Bill Holmer, Assistant Village Manager Joe Carey, Assistant to the Village Manager Brianna Bacigalupo, Community Development Director Don Bastian, Director of Engineering Services Bill Cleveland, Finance Director Jon Batek, Public Works Director Brad Fink, Chief of Police Don Cummings, Information Technology Director Marc Talavera and

Village Attorney Jim Rhodes

ROLL CALL AND PLEDGE OF ALLEGIANCE: All present.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the November 6, 2023 Village Board Meeting. The results of the roll call vote were as follows:

Ayes:

5

Trustees Anselmo, Zalak, Gieser, Frusolone and McCarthy

Nays:

0

Abstain:

1

Trustee Berger

Absent:

0

The motion passed.

LISTENING POST:

- 1. Swearing in of Donald M. Cummings as Chief of Police sworn in by Mayor Saverino.
- 2. Introduction of Sara Van Winkle, Community Development Department Planning & Permitting Assistant introduced by Community Development Director Bastian.
- 3. Proclamation Designating November 25, 2023 as Small Business Saturday read by Trustee Gieser.
- 4. Addresses from Audience Mayor Saverino invited the Varey family to come up and speak to the Village Board about their appreciation for our Police Department and its support of Special Olympics. Steven Varey presented Chief Cummings with a painting he had made for the Police Department.

CONSENT AGENDA:

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

Ayes:	6	Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy
Nays:	0	
Abstain:	0	
Absent:	0	
		•

The motion passed.

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

Ayes:	6	Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and McCarthy
Nays:	0	
Abstain:	0	
Absent:	0	

The motion passed.

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

Ayes: 6 Trustees Anselmo, Berger, Zalak, Gieser, Frusolone and

McCarthy

Nays: 0

Abstain: 0

Absent: 0

The motion passed.

The following items were approved on the Consent Agenda for this meeting:

23-0035 - C.I.E Properties, LLC - 2N275 Morton Road

Special Use Permits for Truck Repair and Outdoor Storage

Variations to allow a Fence in the Front Yard and to reduce the Number of Off-Street Parking Spaces

Rezoning from B-3 to I-Industrial

Recommended Approval Subject to Conditions, 4-0

Village Board concurred with Plan Commission's recommendations.

Agreement with GovTempsUSA for Professional Administrative Services:

The Village Board approved a contract with GovTempsUSA to staff the Office Manager position within the Administration Department for a period of January 1, 2024 through December 31, 2024 for a cost of \$93,246.40.

Klein Creek Trail - Kuhn to Thunderbird/Bennett, Change Order No. 01:

The Village Board approved Change Order No. 01 to Schroeder Asphalt Services in the amount of \$5,234.15 due to an increase in quantities for the Klein Creek Trail.

Phase III – Hydraulic Model Analysis of the Water Distribution System, Change Order No. 02:

The Village Board approved Change Order No. 02 for Engineering Services to Trotter and Associates, Inc. for Phase III: Hydraulic Model Calibration in the not-to-exceed, cost plus fixed fee amount of \$18,600.00 and a completion date of January 31, 2024.

Ordinance No. 2023-11-53 Granting a third six-month extension for execution of Ordinance 2022-10-44, which granted approval of an Amendment to a Special Use Permit for a Planned Development and a Rear Yard Building Setback Variation (Tyndale House Ministries, 504 S. Schmale Road).

The Village Board approved a third extension of the execution date for Ordinance 2022-10-44 to May 31, 2024 regarding Tyndale House Ministries located at 504 S. Schmale Road.

Ordinance No. 2023-11-54 Approving a Zoning Map Amendment to Rezone Property from the B-3 General Business District to the I Industrial District. (CIE Properties, LLC, 2N275 Morton Road):

The Village Board approved a Zoning Map Amendment to rezone Property from the B-3 General Business District to the I Industrial District located at CIE Properties, LLC, 2N275 Morton Road.

Ordinance No. 2023-11-55 Approving a Special Use Permit for Auto Repair and Service, a Special Use Permit for Outdoor Vehicle Storage, Parking Variation, and a Fence Variation. (CIE Properties, LLC, 2N275 Morton Road):

The Village Board approved a Special Use Permit for Auto Repair and Service, a Special Use Permit for Outdoor Vehicle Storage, Parking Variation and a Fence Variation for CIE Properties, LLC located at 2N275 Morton Road.

Resolution No. 3336 for Improvement Under the Illinois Highway Code – Fair Oaks Road Rehabilitation Project (Army Trail Road to Plum Grove Court) Section 23-00068-00-RS:

The Village Board approved the Illinois Department of Transportation Resolution for Improvement Under the Illinois Highway Code in the amount of \$528,000.00 for the Fair Oaks Road Rehabilitation Project.

Resolution No. 3337, Authorizing a Plat of Consolidation (North Ave TH LLC, 27W364 North Avenue):

The Village Board approved a Plat of Consolidation for North Ave TH LLC located at 27W364 North Avenue.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved payment of Regular Bills dated November 20, 2023 in the amount of \$1,250,902.21. The Village Board approved the payment of Addendum Warrant of Bills from November 7, 2023 thru November 20, 2023 in the amount of \$700,964.66.

Treasurer's Report:

The Village Board received the Revenue/Expenditure Statements and Balance Sheet for the Month ended October 31, 2023.

REPORT OF OFFICERS:

Trustee Anselmo congratulated Chief Cummings and Village Manager Holmer on their new positions; announced details of the Tree Lighting Ceremony, Brittany's Trees and Colony Park's Adopt a Senior Program; wished everyone a happy Thanksgiving; reminded motorists to watch their speed in town; and wished Trustee Zalak a happy birthday.

Trustee Berger congratulated Chief Cummings, Village Manager Holmer and Sara Van Winkle on their new positions; thanked Steven Varey for gifting the police department with his painting; wished everyone a happy Thanksgiving and his wife Janet and Trustee Zalak a happy birthday.

Trustee Zalak congratulated Chief Cummings and Village Manager Holmer on their new positions; welcomed Sara Van Winkle to the Community Development team; encouraged residents to celebrate Small Business Saturday by shopping and dining at small businesses in Carol Stream; and asked that we keep first responders and the military in our thoughts and prayers.

Trustee Gieser congratulated Chief Cummings and Village Manager Holmer on their new positions and welcomed Sara Van Winkle to the Community Development team; offered details of the holiday decorating contest and invited nominations to be emailed to decoratingcontest@carolstream.org by December 15th; announced the Library Winter Wonderland in addition to the Tree Lighting Ceremony; and wished everyone a happy Thanksgiving.

Trustee Frusolone wished Trustee Zalak a happy birthday; congratulated Chief Cummings and Village Manager Holmer on their new positions; commented on the special relationship between Chief Cummings and his daughter; thanked Steven Varey for sharing his artistic talent with the village; and wished everyone a happy, healthy Thanksgiving.

Trustee McCarthy thanked Steven Varey for gifting the village with his painting; welcomed Sara Van Winkle to the Carol Stream team; congratulated Chief Cummings and Village Manager Holmer on their new positions; thanked all staff for making the village what it is; wished Trustee Zalak a happy birthday; and wished everyone a happy Thanksgiving.

Assistant to the Village Manager Bacigalupo congratulated Chief Cummings and Village Manager Holmer on their new positions; gave details for the Tree Lighting Ceremony on December 1st; announced free leaf pickup this week; and wished everyone a happy Thanksgiving.

Village Clerk Schwarze congratulated Chief Cummings and Village Manager Holmer on their new positions; wished Trustee Zalak a happy birthday, wished everyone a happy Thanksgiving; and encouraged residents to Shop and Dine Carol Stream, especially small businesses in honor of Small Business Saturday.

Village Attorney Rhodes congratulated Chief Cummings and Village Manager Holmer on their new positions; wished Trustee Zalak a happy birthday; and wished everyone a happy Thanksgiving.

Village Manager Holmer thanked the Village Board and staff for their warm welcome; congratulated Chief Cummings on his new position; offered details of the Christmas Sharing program and invited donations; and announced the closure of Village offices on November 23rd and 24th for the Thanksgiving holiday.

Mayor Saverino congratulated Chief Cummings, Village Manager Holmer and Sara Van Winkle on their new positions; thanked Chief Cummings for his leadership in keeping our village safe; wished his wife a happy 61st anniversary; invited the two College of DuPage students in attendance to introduce themselves; thanked staff for their hard work over the last year; and wished everyone a happy Thanksgiving.

At 7:15 p.m., Trustee McCarthy moved and Trustee Frusolone made the second to adjourn the meeting. The results of the roll call vote were as follows:

	Ayes:	6	Trustees An McCarthy	selmo, Berger, Zalak, Gieser, Frusolone and
	Nays:	0		
	Abstain:	0		
	Absent:	0		
	The motion	passed	d.	FOR THE BOARD OF TRUSTEES
				Frank Saverino, Sr., Mayor
ATTE	ST:			
Iulia	Schwarze, V	illage	Clerk	

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

All Matters on the Agenda may be Discussed, Amended and Acted Upon November 27, 2023.

Chairman Parisi called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 6:02 p.m. and directed Sara Van Winkle, Planning and Permitting Assistant, to call the roll.

The results of the roll call vote were:

Present:

Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Parisi

Absent:

2 Commissioner Battisto and Commissioner Petella

Also Present:

Tom Farace, Planning and Economic Development Manager, Sara Van Winkle Planning and Permitting Assistant and a representative from County Court Reporters

MINUTES:

Commissioner Menghini moved and Commissioner Morris stated a correction on the second page of the minutes to the name Fr. Mark Hughes corrected to Fr. Marek Jurzyk. Chairman Parisi asked to have the motion moved with the correction. Commissioner Menghini moved and Commissioner Tucek seconded the motion to approve the minutes of the Regular Meeting held on November 13, 2023.

The results of the roll call vote were:

Ayes:

5

Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Parisi

Nays:

0

Abstain:

Absent:

0

Commissioner Battisto and Commissioner Petella

The motion passed by a unanimous vote.

PUBLIC HEARING:

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

The results of the roll call vote were:

Ayes:

5

Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Parisi

Nays:

0

0

2

Abstain:

Absent:

Commissioner Battisto and Commissioner Petella

The motion passed by unanimous vote.

Case #23-0043 - Veltiste IL - 720 E. North Avenue

Amendment to a Special Use Permit for an Adult-Use Cannabis Dispensary

Chairman Parisi swore in Ms. Medina Uddin, 720 E. North Ave, Carol Stream, Illinois, and asked her to provide her presentation.

Ms. Uddin stated she was here to request more time to complete the exterior projects of repaving the parking lot and landscape to the spring and or summer season 2024. She stated she is having a difficult time finding companies who will do this type of project before the end of the year due to weather. Ms. Uddin stated that they have had a conversation with their neighbors Jubilee Furniture Store to see if they wanted to repave the parking lot together in the spring and may add more parking by expanding lot lines for more spaces.

Tom Farace read the Staff Report and gave a brief description about Veltiste IL and their request of approval for an amendment to a special use permit for an adult use cannabis dispensary. The applicant is currently working on renovations and anticipates the dispensary opening shortly. One of the conditions of the approval needed for the special use included improvements to the parking lot and installation of landscaping, the applicant is requesting to extend the length of time in order to complete all the improvements. Mr. Farace continues by stating the existing parking lot in in poor condition, and the applicant has proposed to resurface and restripe the parking lot. In addition, overgrown landscaping around the building will be removed and replaced and or preserved and trimmed. This time of the year, both the landscaping and repaving the parking lot are not feasible. The applicant has proposed to complete the work by the spring. Staff supports the request and extended the timeframe to June 30, 2024. By staff recommending an even longer extension, it should allow more than sufficient time for the completion of the paving and landscape work.

No one was present in the audience or on line for questions.

Chairman Parisi asked for questions from the Commission.

Commissioner Menghini asked if the applicant will be able to uphold the three recommendations that staff has asked for.

Ms.Uddin responded yes and stated that the parking lot and landscape work will be complete by June 30, 2024.

Commissioner Meneghini asked if they would be able to comply with all three conditions.

Ms. Uddin stated yes.

Commissioner Meneghini had no further questions.

Commissioner Morris had no questions.

Commissioner Christopher asked if the work done would be a mill and resurface.

Ms. Uddin responded that she believed it would be.

Commissioner Christopher proceeded to let the applicant know he was at the property over the past weekend on Saturday, said there were several potholes throughout the parking lot, and could be a

hazard if not get worse as plow trucks will be in the lot over the winter and tearing up the asphalt even more.

Mr. Farace suggested to cold patch the potholes for the season as a temporary solution.

Ms. Uddin asked if that were something, an asphalt company would do in the winter.

Both Mr. Farace and Commissioner Christopher replied yes and Commissioner Christopher gave a brief explanation of what cold patching was.

Commissioner Meneghini moved the motion to recommend approval provided the applicant would suffice the requirement of utilizing cold patchwork where is needed and the three conditions staff has brought forward. Commissioner Tucek seconded the motion provided no further discussion.

The results of the roll call vote were:

Ayes: 5 Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Parisi

Nays: 0

Abstain: 0

Absent: 2 Commissioner Battisto and Commissioner Petella

The motion carried by unanimous vote.

This case will go before the Village Board on Monday, December 4, 2023, at 6:00 PM for review.

PUBLIC HEARING:

Chairman Parisi asked for a motion to close the Public Hearing. Commissioner Meneghini moved and Commissioner Morris seconded the motion.

Ayes: 5 Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Parisi
Nays: 0
Abstain: 0
Absent: 2 Commissioner Battisto and Commissioner Petella

The motion is closed by unanimous vote.

NEW BUSINESS:

Tom Farace gave a brief update on local projects with in village including timelines of the projects, descriptions of the businesses, and when they could be opening.

Commissioner Christopher had questions in particular about the project next to the building that currently houses American Sale.

Mr. Farace answered letting him know that a Bodyworks will be the sole use on the property.

Commissioner Morris had a question about the annexations going on with in the Village.

Mr. Farace gave information about specific locations and timelines.

Mr. Farace wanted to mention also from the previous meeting about the limiting request of one cannabis dispensary and it was proposed as two and including a buffer of a 2.5 miles radius that another dispensary could not open with in. Mr. Farace continued to explain that per the village attorney this was a change to the amendment and will need to come back to the next meeting on January 8, 2024 for review.

Mr. Farace stated the Commission can vote on canceling the December 11, 2023, and December 26, 2023 meeting due to the lack of agenda item and the village hall is closed

Chairman Parisi asked to move the motion to cancel the meetings in December and Commissioner Menghini moved and Commissioner Christopher seconded the motion with no further discussion.

The results of the roll call vote were:

Ayes:	5	Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Paris
Nays:	0	
Abstain:	0	
Absent:	2	Commissioner Battisto and Commissioner Petella
The motion	passed	d by unanimous vote.

PRESENTATION:

OLD BUSINESS:

OTHER BUSINESS:

ADJOURNMENT:

At 6:18 p.m. Commissioner Christopher moved and Commissioner Tucek seconded the motion to adjourn the meeting.

The results of the roll call vote were:

Ayes: 5 Commissioners Tucek, Christopher, Morris, Meneghini, and Chairman Parisi

Nays: (

Abstain: 0

Absent:	2	Commissioner Battisto and Commissioner Petella
The motion	passed	by unanimous vote.
		FOR THE COMBINED BOARD
Recorded a	nd trans	scribed by,
	d Permi	itting Assistant by Plan Commission on thisday of, 20
		Chairman

AGENDA ITEM 1.1a. 12/4/23

Village of Carol Stream Interdepartmental Memo

TO: William Holmer, Village Manager

FROM: Tom Farace, Planning & Economic Development Manager

THROUGH: Donald T. Bastian, Community Development Director

DATE: November 28, 2023

RE: Agenda Item for the Village Board Meeting of December 4, 2023

PC/ZBA Case 23-0043, Veltiste IL – 720 E. North Avenue, Amendment to a Special

Use Permit for an Adult Use Cannabis Dispensary

Mr. Dev Patel, CEO with Veltiste IL, requests approval of an Amendment to a Special Use Permit for Veltiste IL located at 720 E. North Avenue. Veltiste IL received approval of a Special Use Permit for an Adult Use Cannabis Dispensary in May 2023 for Fuego Cannabis (now called Bisa Lina Cannabis). One of the conditions of approval for the Special Use requires improvements to the parking lot and installation of landscaping prior to the opening of the business. The applicant is requesting approval to extend the length of time to complete these improvements.

The existing parking lot is in poor condition, and the applicant proposed to resurface and restripe the parking lot. In addition, existing overgrown landscaping around the building will be removed and replaced with low-growing plant material. Other existing plant material will be preserved and trimmed. The applicant is currently working to renovate the building, and anticipates opening the dispensary shortly. However, given the time of year, parking lot work and landscaping installation is not feasible. The applicant proposes to complete said work next year. Staff supports the request, and recommended a completion date of said work by June 30, 2024. Staff believes providing this expanded timeframe should allow more than sufficient time for the applicant to work with an asphalt contractor on the completion of the parking lot project once asphalt plants open next spring, along with installation of landscaping.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the PC/ZBA packet on November 22, 2023. At its meeting on November 27, 2023, by a vote of 5-0, the PC/ZBA recommended approval of the Special Use Amendment, subject to the conditions in the November 27, 2023 staff report.

If the Village Board concurs with the PC/ZBA recommendation, they should approve the Special Use Amendment for Veltiste IL, subject to the conditions contained within the Ordinance, and adopt the necessary Ordinance.

ec: Dev Patel, Veltiste IL

VILLAGE OF CAROL STREAM INTER-DEPARTMENTAL MEMO

TO:

Bill Holmer, Village Manager

FROM:

Caryl Rebholz, Human Resources Director

DATE:

November 29, 2023

RE:

Personnel Policy Revisions

As you are aware, the State of Illinois has passed a variety of legislative changes with regard to employee benefits. In an effort to ensure legal compliance as well as provide additional clarity to our employees, several Personnel Manual policy change recommendations are attached. A synopsis of these recommendations are highlighted below:

Chapter 1S – Victims' Economic Security & Safety Leave (VESSA): Pursuant to amendments made to PA 103-0314, the use of benefits under VESSA has been expanded for any "crimes of violence" and includes leave for grief and funeral attendance for a family or household member killed by a crime of violence.

Chapter 5B – Vacation: In the spirit of the Paid Leave for All Workers Act, an amendment regarding regular employees working less than 20 hours per week who currently do not accrue benefits is attached. Effective January 1, 2024, it is recommended that these employees begin to accrue 1 hour of vacation leave bi-weekly, following the same use and scheduling guidelines as other regular employees. Additionally, clarification has been added with regard to vacation use and scheduling, identifying the already existing flexibility and parameters in the use of vacation time.

Chapter 5H – Bereavement Leave: Pursuant to amendments made to PA 103-0466, an additional allowance for extended bereavement leave if an employee experiences the loss of a child by suicide or homicide has been added.

Chapter 5J (New Section) – Blood and Organ Donation Leave: Pursuant to amendments made to PA 103-0450, a section has been added to the Village's leave benefits allowing for the use of paid time to make such donation (1 hour for blood donation and up to 10 days for organ donation). Note: The original sections 5J through 5N will be re-assigned to the next letter in succession.

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

1S. VICTIMS' ECONOMIC SECURITY & SAFETY LEAVE (VESSA)

Purpose: To provide employees with leave benefits, when needed, in accordance with the Victims' Economic Security and Safety Act effective August 25, 2003.

Policy: Any employee who has been, or has an immediate family or household member who has been subjected to domestic violence, sexual violence or any other crime of violence shall be entitled to unpaid leave during work hours for any of the following reasons:

- 1. To seek medical attention for, or recover from, physical or psychological injuries;
- 2. To obtain services from victim service organizations;
- 3. To obtain psychological or other counseling;
- 4. To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase safety from future domestic violence, sexual violence or other violent crimes;
- 5. To seek legal assistance or remedies to ensure health and safety, including preparing for or participating in any civil or criminal legal proceeding.
- 6. To attend the funeral or alternative to a funeral or wake of a family or household member who is killed in a crime of violence;
- 7. To make arrangements necessitated by the death of a family or household member who is killed in a crime of violence; or
- 8. To grieve the death of a family or household member who is killed in a crime of violence.

For reasons 1-5, employees shall be entitled to a maximum of 12 weeks' unpaid leave during any 12-month period, provided, where practicable, notice has been given at least 48 hours in advance. If an employee is also entitled to unpaid bereavement leave under the Family Bereavement Leave Act as a result of the death of the victim, for reasons 1-5 the Act does not create a right for the employee to take leave that exceeds, or is in addition to, the unpaid bereavement leave.

For reasons 6-8, employees shall be entitled to use a cumulative total of not more than 2 workweeks of unpaid leave, which must be completed within 60 days after the date on which the employee receives notice of death of the victim. If an employee is also entitled to take unpaid bereavement leave under the Family Bereavement Leave Act as a result of the death of the victim, leave taken or reasons 6-8, or leave taken under the Family Bereavement Leave Act shall be in addition to, and shall not diminish the total amount of leave time an employee is entitled to.

Employees may also elect to substitute sick leave, paid personal days, or vacation *if* applicable. With the exceptions noted above, this leave is not intended to confer a right to leave beyond the twelve weeks of FMLA. Where applicable, FMLA time will run concurrently with VESSA leave.

Qualifying employees must notify the Human Resources Director as soon as possible when requesting time off. While verification is required, the Human Resources Director will take every precaution to see that all information is kept as confidential as possible. Verification will consist of:

A sworn statement by the employee; and

Documentation from an agent of victim services, an attorney, or other professional from whom the employee or their family/household member has sought assistance

or

A police or court record

or

Other corroborating evidence

or

A death certificate, published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency, documenting that a victim was killed in a crime or violence.

Employees who take leave under this policy are entitled to be restored to the same or equivalent position upon their return that the employee would have if he had been actively at work, however; seniority and other benefits will not continue to accrue during any unpaid leave. Employees are also entitled to continued health insurance on the same terms and conditions as if the employee remained continuously employed. If an employee fails to return from leave, the Village shall recover any and all premium contributions provided by the Village during the leave period.

This policy is intended to be an overview of the VESSA and its key features. To the extent that this policy could be read inconsistently with the VESSA, the Act and its Rules shall supersede. Further details about the Victims' Employment Security and Safety Act are available from the Human Resources Director.

5B. VACATION LEAVE

Vacations with pay shall be granted to all regular employees. Vacation for full-time employees will accrue on a bi-weekly basis as follows:

1st year through 4th year	10 work days per year. (3.08 hours bi-		
1	weekly)		
5th year of employment	15 work days per year. (4.62 hours		
	bi-weekly)		
13th year of employment	20 work days per year. (6.16 hours		
	bi-weekly)		

Part-time regular employees working 20 or more hours per week have a pro-rated vacation schedule based upon normal scheduled work hours.

Effective January 1, 2024, regular employees averaging less than 20 hours per week shall accrue 1 hour of vacation leave bi-weekly.

Maximum Vacation Usage & Accrual: Vacation leave shall be taken by the eligible employee upon approval of the department head at a time that will not interfere unreasonably with the operation of the employee's department. Unless otherwise approved by the Village Manager, employees shall be allowed to carry up to, but not more than, two (2) times their annual allotment. Full-time accrual limits are as follows:

1st year through 4th year	160 Hours
5th year of employment	240 Hours
13th year of employment	320 Hours
20th year of employment	400 Hours

Vacation time in excess of allowable hours will be forfeited.

Employees hired prior to 5/1/12 shall accrue a fifth week of vacation beginning in their 20th year of employment, at the rate of 2.083 work days per month. Part-time employees hired prior to 5/1/12 shall also maintain the accrual schedule in existence at that time. Executive positions shall accrue five (5) days vacation leave per year in addition to the vacation schedule set forth above. This additional vacation may also be taken as compensation at the executive employee's election. However; no employee may elect additional vacation if said election results in an overall vacation balance that exceeds the maximum allowable accrual.

Note: Given the additional week of vacation received by executive employees, maximum accrual rates are increased by 80 hours.

Vacation Accrual During Leaves of Absence Without Pay: Vacation time credit shall not be accumulated during any leave of absence without pay. In addition, vacation time

credit shall not be accrued during an employee's extended illness or during leaves of absence exceeding 30 days.

Vacation Benefits Upon Termination of Employment: Compensation for unused vacation at the time of termination, except in the case of retirement, shall be made in a one time payment. When an employee retires from the Village, compensation for unused vacation may be taken either in time, subject to the vacation scheduling section below, or pay. Retirement is defined as formal retirement from the Village's service under the provisions of the appropriate Village pension program and being eligible for pension benefits thereof.

Vacation Accrual During Layoffs: Vacation credit shall not be accumulated during any layoff.

Vacation Scheduling: Normally, each department head shall establish a vacation schedule for his department sufficiently early in each year so that the department's supervisors can coordinate the vacations within the work program of the department. In addition, Department Heads shall make every effort to accommodate the use of vacation leave with limited notice due to unforeseen circumstances. In all cases, vacation schedules shall be arranged so as to minimize disruption of the work to the department as determined by the Supervisor and Department Head.

Emergency Recall: In case of an emergency, the Village Manager or Department Head may cancel and reschedule any or all approved vacation leaves in advance of their being taken and/or may call back an employee from a vacation in progress.

5H. BEREAVEMENT LEAVE

1. Paid Bereavement Leave: An employee who is regularly scheduled to work twenty (20) or more hours per week shall be entitled to be absent with compensation for a period of up to five working days due to the death of a member of the employee's immediate family. Immediate Family for the purposes of bereavement leave is defined as: the employee's spouse, parent, stepparent, child, stepchild, sibling, stepsibling, the spouses of any of these, and any "in law" relationship of the above including relationships arising from adoption.

An employee who is regularly scheduled to work twenty (20) or more hours per week shall be granted one-day leave with pay for death of an "other close family members". "Other close family members" is defined as a grandparent, grandchild, uncle and aunt. In the case of a grandchild, up to two (2) additional days leave with pay may be granted at the discretion of the Department Head and with approval of the Village Manager and based upon the needs of the department.

Employees who wish to attend the funeral of persons other than set forth in this section may use vacation or personal leave, if available, and if approved by the Department Head.

The Village may request the employee to provide documentation of death*. Any leave used for this purpose must be arranged within 30 days of the death.

- 2. Family Bereavement Leave Act. All employees who have been employed for one (1) year and have worked not less than twelve hundred and fifty (1250) hours during the preceding twelve (12) months shall be entitled to use a maximum of 10 working days of unpaid leave (Family Bereavement Leave) to:
 - a. attend the funeral or alternative of a funeral of a covered family member;
 - b. make arrangements necessitated by the death of the covered family member;
 - c. grieve the death of the covered family member; or
 - d. be absent from work due to (i) a miscarriage; (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a stillbirth.

Covered family member means an employee's child, a stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

- o Child shall be defined as an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis.
- O Domestic partner used with respect to an unmarried employee includes
 - (1) the person recognized as the domestic partner of the employee under any domestic partnership or civil union law of a state or political subdivision of a state; or
 - (2) an unmarried adult person who is in a committed personal relationship with the employee, who is not a domestic partner as described in paragraph (1) to or in such a relationship with any other person, and who is designated to the employee's employer by such employee as the employee's domestic partner. For purposes of this subsection, a

committed personal relationship is defined as a relationship where both the employee and unmarried adult person:

- 1. Have lived together for at least 6 months, and
- 2. Are not married to anyone else nor have another domestic partner; and
- 3. Are at least 18 years of age and mentally competent to consent to contract; and
- 4. Reside together in the same residence and intend to do so indefinitely; and
- 5. Have an exclusive mutual commitment similar to that of marriage; and
- 6. Are jointly responsible for each other's common welfare and share financial obligations and can provide all or some of the following types of documentation indicated below:
 - i. Joint Mortgage or Lease,
 - ii. Designation of domestic partner as beneficiary for life insurance and retirement contract,
 - iii. Designation of domestic partner as primary beneficiary in employee's will,
 - iv. Durable property and health care powers of attorney,
 - v. Joint ownership of motor vehicle, joint checking account or joint credit account.

Family Bereavement Leave under this subsection 2 must be used within sixty (60) days after the date on which the employee receives notice of the covered family member's death or the date on which an event listed under paragraph d of subsection 2 occurs. An employee shall provide his or her department head with at least forty-eight (48) hours of advance notice of the employee's intention to take bereavement leave, unless providing such notice is not reasonable and practicable. The employee shall provide reasonable documentation* of the need for the Family Bereavement Leave. However, in exercising rights under the Family Bereavement Leave Act, the employee is not required to identify which category of event the leave pertains to.

3. Child Extended Bereavement Leave Act. All full-time employees who have been employed for at least two (2) weeks shall be entitled to use a maximum of 12 weeks of unpaid leave if the employee experiences the loss of a child by suicide or homicide.

Child Extended Bereavement Leave under this subsection 3 may be taken in a single continuous period or intermittently in increments of no less than 4 hours, but leave must be completed within one year after the employee notifies the Village of the loss. Reasonable advance notice of the employee's intention to take leave shall be required, unless providing such notice is not practicable.

*Documentation may include a death certificate, a published obituary, or written verification death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. For leave resulting from an event listed under paragraph d of subsection 2, reasonable documentation shall include a form (provided by the Department of Labor) and completed by a health care practitioner who has treated the employee or the employee's spouse or domestic partner, or surrogate, for an event listed under paragraph d of subsection 2; or documentation from the adoption or surrogacy organization that the employee worked with related to an event listed under paragraph d of subsection 2, certifying that the

employee or his or her spouse or domestic partner has experienced an event listed under paragraph d of subsection 2.

In the event of the death of more than one covered family member in a twelve (12)month period, an eligible employee is entitled to up to a total of thirty (30) working days (6 weeks) of unpaid bereavement leave during the twelve (12) month period. This policy does not create a right for an employee to take Family Bereavement Leave that exceeds or is in addition to any unpaid leave time permitted under the Family and Medical Leave Act of 1993 (29 USC 2601 et seq.)

An employee eligible for Paid Bereavement Leave as provided in Subsection 1 herein may elect to substitute paid bereavement leave for up to five days of unpaid Family Bereavement Leave.

5J. BLOOD AND ORGAN DONATION LEAVE

Full-time employees who have been employed with the Village for at least 6 months may be granted one hour off with pay to donate blood every 56 days in accordance with the appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally recognized standards. In addition, employees electing to serve as an organ donor may use up to 10 days of leave with pay in any 12-month period. In all cases, reasonable verification as determined by the Village shall be required.

Village of Carol Stream Interdepartmental Memorandum

DATE:

November 28, 2023

TO:

William Holmer, Village Manager

FROM:

Jon Batek, Finance Director

SUBJECT:

2023 Property Tax Levy - Final Adoption

With the November 6th approval of the resolution estimating the amounts needed for the 2023 property tax levy, the remaining step in the process is adoption of a final tax levy ordinance. This is scheduled for the December 4th Village Board meeting.

A public hearing on the final proposed property tax levy is not required this year based on the requirements set forth in the Truth in Taxation Act.

To recap:

- 1. The Village levy amount is proposed at \$3,800,000 and represents **no increase** from the prior year levy.
- 2. The Library's levy amount is proposed at \$3,846,461 and represents an increase of \$42,000 from their 2022 levy. This is an increase of 1.1% over last year's request and 1.0% over final taxes extended by DuPage County last year.

For reference, the maximum levy increase allowed for 2023 under the Property Tax Extension Limitation Law (a/k/a "tax cap" law) is the amount of increase in the Consumer Price Index (CPI) of **5.0%**. The Village, as a home rule unit, is not subject to tax caps, however has elected not to increase its levy in each of the last four years.

Following adoption of the final tax levy ordinance, it will be filed in with the County Clerk's Office no later than the last Tuesday in December as required by statute.

Ordinance No.	
---------------	--

An Ordinance Providing for the Levy and Assessment of Taxes in the Amount of \$7,646,461 for the Fiscal Year Beginning May 1, 2023 and Ending April 30, 2024, of the Village of Carol Stream, DuPage County, Illinois

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream (the Village), County of DuPage, State of Illinois, did on the 17th day of April, 2023, pass the Annual Budget for the Village of Carol Stream for the fiscal year beginning May 1, 2023 and ending April 30, 2024, the amount of which was ascertained to be the aggregate of \$68,057,500, and which said Annual Budget was duly considered and heard by public hearing on the 17th day of April, 2023, in accordance with the provisions of 65 ILCS §5/8-2-9.9; and

Whereas, the Board of Library Trustees of the Carol Stream Public Library on September 20, 2023 approved Resolution #299 entitled "2023 Request for Tax Levy", and

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream, at an open meeting held on November 6, 2023, adopted Resolution No. 3335 to record the determination of the amounts of money estimated to be necessary to be raised by the property tax for the fiscal year beginning May 1, 2023 and ending April 30, 2024, upon the taxable property in the Village, such amount determined to be \$7,646,461 (\$3,800,000 Village, \$3,846,461 Library), which is an increase from the amount of property taxes extended upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, of \$38,338.10 or 0.5%;

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

Section 1: The following sums, or so much thereof as may be authorized by law are hereby levied for general corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2023 and ending April 30, 2024 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	AMOUNT BUDGETED	TO BE RAISED FROM TAX LEVY	
VILLAGE OF CAROL STREAM			
General Corporate Fund			
Fire & Police Commission	\$ 62,596	\$ 0	
Village Board & Clerk	156,850	0	
Plan Commission & ZBA	6,925	0	
Emergency Services	8,000	0	
Legal Services	223,100	0	
Administration	1,004,287	157,921	
Human Resources	516,772	85,028	
Financial Management	748,615	124,799	
Engineering Services	1,253,239	210,506	
Community Development	1,235,712	206,234	
Information Technology	1,683,029	162,379	
Police	19,264,007	2,446,903	
Public Works – Streets	5,442,797	364,520	
Municipal Building	563,481	41,710	
Transfers and Agreements	753,000	0	
Special Events	137,590	0	
TOTAL VILLAGE LEVY	\$ 33,060,000	\$ 3,800,000	

Section 2: The following sums, or so much thereof as may be authorized by law are hereby levied for library purposes for the Carol Stream Public Library for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2023 and ending April 30, 2024 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the following purposes:

	AMOUNI		TO BE KAISED	
	BUDGETED		FROM TAX LEVY	
CAROL STREAM PUBLIC LIBRARY FUND			-	
General Fund				
Salaries	\$	2,385,750	\$	2,258,000
Plant Maintenance		167,050		158,000
Business Expense		113,900		108,000
Circulation		232,000		220,000
Services		122,000		115,000
Collection Development		392,100		371,000
Total General Corporate Fund Levy	\$	3,412,800	\$	3,230,000
Capital Maintenance & Repair Expenditures				-
Total Capital Maint. & Repair	\$	489,000	\$	48
FICA Fund		160,000		135,000
Total FICA Levy	\$	160,000	\$	135,000
IMRF Fund		205,000		205,000
Total IMRF Levy	\$	205,000	\$	205,000
Tort Immunity Insurance		30,000		30,000
Total Tort Immunity Insurance	\$	30,000	\$	30,000
Total Tolt Immunity Insulance		30,000		30,000
Audit Fund		13,000		12,000
Total Audit Levy	\$	13,000	\$	12,000
Building Renovation Loan Fund		234,461		234,461
Total Building Renovation Loan Fund	\$	234,461	\$	234,461
TOTAL LIBRARY LEVIES:	\$	4,544,261	\$	3,846,461

TO BE RAISED

AMOUNT

LIBRARY LEVY RECAP:

TOTAL LEVY FOR ALL LIBRARY FUNDS

Of the foregoing Total Library Levies, taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by State Statute:	\$3,464,461
Of the foregoing Total Library Levies, the amount to be levied for participation in the Federal Social Security Insurance Program as provided by Illinois Compiled Statutes, Chapter 40, Section 5/21-110 et seq., in addition to all other taxes is the sum of:	\$135,000
Of the foregoing Total Library Levies, the amount to be levied for participation in the Illinois Municipal Retirement Fund as provided by Illinois Compiled Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of:	\$205,000
Of the foregoing Total Library Levies, the amount to be levied for Tort Immunity Insurance , as provided in Illinois Compiled Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of:	\$30,000
Of the foregoing Total Library Levies, the amount to be levied for the annual audit as provided in Illinois Compiled Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of:	\$12,000

Section 3: The amounts budgeted and not expressly itemized and carried forward in this Tax Levy Ordinance will be paid out of monies from sources other than the tax levy.

\$3,846,461

Section 4: The total amount of \$7,646,461 ascertained as aforesaid, be hereby levied and assessed on all property subject to tax levy within the Village of Carol Stream according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

Section 5: It is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$7,646,461 which the Village of Carol Stream requires to be raised by tax levy for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

Section 6: It is hereby certified to the County Clerk of DuPage County, Illinois, that the Mayor and Board of Trustees, acting as the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), and the Mayor of said Village is hereby directed to file with the County Clerk of DuPage County, together with the certified copy of this tax levy ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, as required by law or by the said County Clerk.

Section 7: All ordinances and parts of ordinances conflicting with any provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

Section 8: This ordinance shall take effect and be in full force and effect from and after its passage and approval, as provided by law.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, II	llinois,	this
_day of, 2023.		
Ayes:		
Nays:		
Absent:		
Approved by the Mayor of the Village of Carol Stream Illinois this	day of	•

, 2023.		
	Mayor	
Attest:	Village of Carol Stream, Illinois	S
Village Clerk of the		
Village of Carol Stream, Illinois		
(Published in pamphlet form and posted on the	day of 2023	3.)

STATE OF ILLINOIS)
COUNTY OF DU PAGE)
I, Frank Saverino Sr., do hereby certify that I am the duly qualified and acting Mayor of the Village of Carol Stream, DuPage County, Illinois.
I do further certify that the Village of Carol Stream, DuPage County, Illinois, has complied and conformed with the requirements of the Truth in Taxation Act as applicable, (Illinois Compiled Statues, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2023 Tax Levy Ordinance (Ordinance No).
IN WITNESS WHEREOF, I hereunto affix my official signature at Carol Stream, Illinois, this day of, 2023.
Mayor

(SEAL)

CERTIFICATION

Ι,	, duly elected Village Clerk of the Village of Carol								
Stream, Illinois, do	hereby certify	that the atta	ched is the	true original	сору	of			
Ordinance No	, pass	ed by the Bo	oard of Trus	stees of the V	⁷ illage	of			
Carol Stream, Illin	ois, at the		_ Meeting	of said Board	l held	on			
the day of			, and tha	t the same wa	as sign	ıed			
and approved by	the Mayor o	f said Vill	lage on th	ne	day	of			
	<u></u>								
I do further certify	that the origina	l is entruste	d to me as	Village Clerl	k of sa	aid			
Village for safekee	ping and that I an	n the lawful	custodian aı	nd keeper of t	he san	ne.			
IN WITNESS WH	EREOF, I have h	ereunto set r	ny hand and	l affixed the o	corpor	ate			
seal of the Vill	age of Carol	Stream, Ill	inois, this		day	of			
	<u>.</u>								
			Village	Clerk					

CORPORATE SEAL

Village of Carol Stream Interdepartmental Memo

TO:

William Holmer, Village Manager

FROM:

Brianna Bacigalupo, Assistant to the Village Manager

DATE:

November 28, 2023

RE:

DuPage Water Commission Agreements

BACKGROUND

The DuPage Water Commission (DWC) is an intergovernmental body comprised of 28 municipalities, 2 public corporations, and 1 federal institution (Argonne Lab) joined together to provide Lake Michigan water to the majority of DuPage County. The original contract between these bodies was executed when the DWC was created, and Carol Stream is one of the charter communities of the DWC. In 1984, the DWC entered into a 40-year *Water Supply Contract* with the City of Chicago to provide DWC's customers, including Carol Stream, with Lake Michigan water. The current *Water Purchase Contract* between the Village and the DWC expires February 24, 2024; and, the contract between the DWC and the City of Chicago expires March 19, 2024.

WATER PURCHASE CONTRACT

As part of the renewal process between the DWC and its customers, a steering committee comprised of several municipal representatives, legal staff, and the DuPage County State's Attorney met several times to review and revise the Water Purchase Contract. Each of the communities operates within the same contract. Minor terminology changes were made, and a new 40-year contract was developed with an expiration of February 24, 2064. All DWC members must approve this contract in early December so that the DWC Board can approve the overall agreement at its meeting on December 21, 2023.

WATER SUPPLY CONTRACT

In anticipation of the expiration of the Water Supply Contract, DWC commenced negotiations with the City of Chicago for a new contract; however, negotiations have been slow. Due to the slow progress of negotiations along with costs passed on by the City, the DWC has begun exploring an alternate source of obtaining Lake Michigan water. While a consultant has deemed the project feasible, it's an expensive endeavor that would take years to complete.

The current contract allows for an extension under the current terms. The DWC Board has recommended an extension of the existing contract with the City of Chicago under its current terms and conditions for a period not less than 15 years and not more than 20 years. The extension of the existing contract with the City will allow DWC to continue exploring the feasibility and costs of constructing an alternative water source.

RECOMMENDATION

Staff recommends that the Board approve both an ordinance approving a water purchase and sale contract between the DuPage Water Commission and its contract customers; and, a resolution approving the extension of the water supply contract between the DuPage Water Commission and the City of Chicago.

ORDINANCE NO. 2023-12-____

AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS

WHEREAS, the Village of Carol Stream is a current customer of the DuPage Water Commission (the "Commission") pursuant to the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers dated June 11, 1986 (the "Original Contract"); and

WHEREAS, the Original Contract expires on February 24, 2024; and

WHEREAS, the Commission and current customers desire and intend to enter into a new Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers (the "New Contract") (attached hereto as Exhibit 1 and incorporated as if fully set forth herein) whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the Village Board deems it to be in the best interests of the Village of Carol Stream and its residents to approve and enter into the New Contract.

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:

<u>SECTION ONE</u>: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Village Board.

<u>SECTION TWO</u>: The Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached hereto and by this reference incorporated herein and made apart hereof as Exhibit 1, shall be and hereby is approved and ratified.

SECTION THREE: The Mayor is hereby authorized and directed to execute the Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached as Exhibit 1 on behalf of the Village of Carol Stream.

a

	SECTION FOUR: This Ordinance shall be in full force and effect from and after its
adoptio	on.
	PASSED AND APPROVED THIS 4 th DAY OF DECEMBER, 2023.
	AYES:
	NAYS:
	ABSENT:
	Frank Saverino, Sr., Mayor
ATTE	ST:
fulia S	chwarze, Village Clerk

EXHIBIT 1

WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS

DU PAGE WATER COMMISSION Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION

COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON VILLAGE OF BARTLETT VILLAGE OF BENSENVILLE VILLAGE OF BLOOMINGDALE VILLAGE OF CAROL STREAM VILLAGE OF CLARENDON HILLS CITY OF DARIEN VILLAGE OF DOWNERS GROVE COUNTY OF DUPAGE CITY OF ELMHURST VILLAGE OF GLENDALE HEIGHTS VILLAGE OF GLEN ELLYN VILLAGE OF HINSDALE VILLAGE OF ITASCA VILLAGE OF LISLE VILLAGE OF LOMBARD CITY OF NAPERVILLE VILLAGE OF OAK BROOK CITY OF OAKBROOK TERRACE VILLAGE OF ROSELLE VILLAGE OF VILLA PARK VILLAGE OF WESTMONT CITY OF WHEATON VILLAGE OF WILLOWBROOK VILLAGE OF WINFIELD CITY OF WOOD DALE VILLAGE OF WOODRIDGE ILLINOIS-AMERICAN WATER COMPANY ARGONNE NATIONAL LABORATORY **AQUA ILLINOIS**

WATER PURCHASE AND SALE CONTRACT DATED AS OF ______, ____

WATER PURCHASE AND SALE CONTRACT

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Dupage Water Commission Counties of Dupage, Cook, Kane and Will, Illinois Water Purchase and Sale Contract

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison
Village of Bartlett
Village of Bensenville
Village of Bloomingdale
Village of Carol Stream
Village of Clarendon Hills
City of Darien
Village of Downers Grove
County of DuPage
City of Elmhurst
Village of Glendale Heights
Village of Glen Ellyn
Village of Hinsdale
Village of Itasca

Village of Lisle
Village of Lombard
City of Naperville
Village of Oak Brook
City of Oakbrook Terrace
Village of Roselle
Village of Villa Park
Village of Westmont
City of Wheaton
Village of Willowbrook
Village of Winfield
City of Wood Dale
Village of Woodridge

Others

Illinois-American Water Company Argonne National Laboratory Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts to supply water within its territorial limits; and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the "Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: "Cost of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., as amended, and the Public Utilities Act, 220 ILCS 5/1 et seq., as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

"Aggregate Costs" means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

"Bonds" means all of the Commission's obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

"Bond Resolution" means the Commission's bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

"Charter Customers" means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

"Commission" means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

"Contract" means this Contract.

"Contract Customers" collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

"Cost of the Project" means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

"Customer" means any customer purchasing water from the Commission.

"Fiscal Year" means the fiscal year of the Commission.

"Fixed Costs" means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

"Full Water Requirements" means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

"Lake Water" means potable, filtered water drawn from Lake Michigan.

"Minimum Take or Pay Requirement" means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

"Operations and Maintenance Costs" means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in

Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

"Project" means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

"Subsequent Customer" means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

"Subsequent Contract" means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

"Trustee" means the trustee provided in the Bond Resolution.

"Underconsumer" means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

"Underconsumption" means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer's Water Allocation times 365.

"Underconsumption Costs" means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

"Underconsumption Ratio" means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

"Unit System" means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

"Water Allocation" means, with respect to a Customer, such Customer's allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take

"Water Supply Contract" means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

"Waterworks System" means all the Commission's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of "included units" in the Acts.

Section 2. Water Supply.

- (a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission's obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer's then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer's Water Allocation divided by 24. Further, the Commission's obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.
- (b) Certain Limits on Supply and Commission's Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the Commission's source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii)

the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

- (c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.
- (d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.
- (e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including

its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract).

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the

points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract, however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

- (b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.
- (c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

- (d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests of mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.
- (e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.
- **Section 5. Unit of Measurement.** The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

- (b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.
- (c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the

Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

- (d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.
- (e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in

terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

- (g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.
- (h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.
- (i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

- (j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.
- (k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.
- (I) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.
- (m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.
- Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.
- (a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Water to a Subsequent Customer.
- (b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract

Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

- (c) Intentionally Omitted.
- (d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

- (e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.
- (f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.
- (g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).
- (h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

- (i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.
- (j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.
- (k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

- (a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.
- (b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

- (c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.
- (d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.
- **(e)** Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.
- (f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

- (a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.
- (b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this Contract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,
- (c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.
- (d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.
- (e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

- (f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.
- (g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.
- (h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.
- (i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.
- (j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.
- (k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.
- (I) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the

proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. Contract Customers shall not resell more than five percent of the water purchased from the Commission *except*: (i) to retail water customers under published rates and charges, without any special contract; or(ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

- (a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.
- (b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of

local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder, the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument, it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract. Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and

- (vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.
- Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.
- Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.
- **Section 22. Notices and Evidence of Actions.** All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

- **Section 23. Severability.** Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.
- **Section 24. Effective Date and Term.** This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.
- Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between

the Commission and the Contract Customers are hereby superseded and shall be null and void.

- **Section 26. Venue.** Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.
- **Section 27.** Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.
- IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

	By Rich Veenstra, Mayor
Date:	Rich Veenstra, Mayor
[SEAL]	
Attest:	
By Lucille Zucchero, Village Clerk	
	VILLAGE OF BARTLETT
Date:	By Kevin Wallace, President
[SEAL]	
Attest:	
By Lorna Giless, Village Clerk	
	VILLAGE OF BENSENVILLE
	By Frank DeSimone, President
Date:	
[SEAL]	
Attest:	
By Nancy Quinn, Village Clerk	

VILLAGE OF ADDISON

	By Franco A. Coladipietro, President
Date:	Franco A. Coladipletro, President
[SEAL]	
Attest:	
By Pamela S. Hager, Village Clerk	
	VILLAGE OF CAROL STREAM
	By Frank Saverino, Mayor
Date:	
[SEAL]	
Attest:	
By Julia Schwarze, Village Clerk	
	VILLAGE OF CLARENDON HILLS
	By Eric Tech, President
Date:	
[SEAL]	
Attest:	
By	

VILLAGE OF BLOOMINGDALE

	CITY OF DARIEN
	By Joseph A. Marchese, Mayor
Date:	
[SEAL]	
Attest:	
By	
	VILLAGE OF DOWNERS GROVE
	By Robert T. Barnett, Mayor
Date:	Robert 1. Barriett, Mayor
[SEAL]	
Attest:	
By Rosa Berardi, Village Clerk	
	COUNTY OF DUPAGE
	By Deborah A. Conroy, Chair
Date:	Debotati A. Comby, Chair
[SEAL]	
Attest:	
By	

	CITY OF ELMHURST
	By Scott M. Levin, Mayor
Date:	, ,
[SEAL] Attest:	
By Jackie Haddad-Tamer, City Clerk	
	VILLAGE OF GLENDALE HEIGHTS
	By Chodri Ma Khokhar, President
Date:	
[SEAL]	
Attest:	
By Marie Schmidt, Village Clerk	
	VILLAGE OF GLEN ELLYN
	By Mark Senak, President
Date:	Mark Senak, President
[SEAL]	
Attest:	
By Caren Cosby, Village Clerk	

Thomas K. Cauley, Jr., President Date: _____ [SEAL] Attest: By ______Emily Tompkins, Village Clerk **VILLAGE OF ITASCA** By ______ Jeff Pruyn, Mayor Date: _____ [SEAL] Attest: VILLAGE OF LISLE By _____ Christopher Pecak, Mayor Date: _____ [SEAL] Attest: By _____ Kristy Grau, Village Clerk

VILLAGE OF HINSDALE

By ______ Keith T. Giagnorio, President Date: _____ [SEAL] Attest: By _____ Liz Brezinski, Village Clerk CITY OF NAPERVILLE By ______Scott A. Wehrli, Mayor Date: _____ [SEAL] Attest: By ______ Doug A. Krieger, City Manager VILLAGE OF OAK BROOK Laurence Herman, President Date: _____ [SEAL] Attest: Netasha Scarpiniti, Village Clerk

VILLAGE OF LOMBARD

By ______Paul Esposito, Mayor Date: _____ [SEAL] Attest: By_______Michael Shadley, City Clerk VILLAGE OF ROSELLE David Pileski, Mayor Date: _____ [SEAL] Attest: Amanda Hausman, Village Clerk VILLAGE OF VILLA PARK By Nick Cuzzone, President Date: _____ [SEAL] Attest: By _____ Hosanna Korynecky, Village Clerk

CITY OF OAKBROOK TERRACE

	By Ron Gunter, Mayor
Date:	Ron Gunter, Mayor
[SEAL]	
Attest:	
By Virginia Szymski, Village Clerk	
	CITY OF WHEATON
	By Philip J. Suess, Mayor
Date:	Philip J. Suess, Mayor
[SEAL]	
Attest:	
ByAndrea Rosedale, City Clerk	
	VILLAGE OF WILLOWBROOK
	By Frank A. Trilla, Mayor
Date:	, •
[SEAL]	
Attest:	
By Neborah A Hahn Village Clerk	

VILLAGE OF WESTMONT

	By Carl Sorgatz, President
Date:	Carl Sorgatz, President
[SEAL]	
Attest:	
By Nicole Cannizzo, Village Clerk	
	CITY OF WOOD DALE
	By Annunziato Pulice, Mayor
Date:	,
[SEAL]	
Attest:	
By Lynn Curiale, City Clerk	
	VILLAGE OF WOODRIDGE
	By Gina Cunningham, Mayor
Date:	
[SEAL]	
Attest:	
By Joseph Heneghan, Village Clerk	

VILLAGE OF WINFIELD

Illinois-American Water Company Date: _____ [SEAL] Attest: By _____ **Argonne National Laboratory** By _____ Director Date: _____ [SEAL] Attest: By _____ Aqua Illinois, Inc. Date: _____ [SEAL]

Attest:

Ву _____

	By Jamez F. Zay, Chairman
Date:	•
[SEAL]	
Attest:	
By Danna M. Mundall, Clerk	

DuPAGE WATER COMMISSION



AN ORDINANCE APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR AN ADULT USE CANNABIS DISPENSARY (VELTISTE IL - 720 E. NORTH AVENUE)

WHEREAS, Dev Patel, Chief Executive Officer with Veltiste IL, hereinafter referred to as the Petitioner, has petitioned the Village of Carol Stream for an Amendment to a Special Use Permit for an Adult Use Cannabis Dispensary, in accordance with Section 16-3-11 of the Unified Development Ordinance, on the property legally described in Section 2 herein and commonly known as 720 E. North Avenue, Carol Stream, Illinois; and

WHEREAS, pursuant to Section 16-8-4 (L) of the Unified Development Ordinance, the Combined Plan Commission/Zoning Board of Appeals held a public hearing on the above petition on November 27, 2023, following proper legal notice of said public hearing, after which the Commission recommended to the Mayor and Board of Trustees of the Village that the Special Use Amendment be approved; and

WHEREAS, the Combined Plan Commission/Zoning Board of Appeals has filed its Findings and Recommendations regarding the Special Use Amendment with the Mayor and Board of Trustees, and the Mayor and Board of Trustees have duly considered said Findings and Recommendations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION 1:

The Mayor and Board of Trustees of the Village of Carol Stream, after examining the Petition for the Special Use Amendment, and the Findings and Recommendations of the Combined Plan Commission/Zoning Board of Appeals, have determined and find that the requested Special Use Amendment:

- 1. Is deemed necessary for the public convenience at the location. The extension of time for the completion of the parking lot and landscaping work should not have adverse effects on surrounding properties, and will allow for the completion of a project at the subject property.
- 2. Will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare. It is not believed that extending the amount of time for the completion of parking lot and landscaping work should be unreasonably detrimental to or endanger the public health, safety, morals, comfort or general welfare.
- 3. Will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. Parking lot and landscaping improvements will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

- 4. Will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district. Surrounding properties are already developed. As such, there should be no impact on the normal and orderly development and improvement of surrounding properties.
- 5. Will provide adequate utilities, access roads, drainage and other important and necessary community facilities. *Adequate utilities, access roads, drainage and other public improvements are in place.*
- 6. Will conform to the applicable regulations of the district in which it is located, except as the Village Board may in each instance modify such regulations. The project is expected to conform to all applicable codes and requirements.

SECTION 2:

The Special Use Amendment, as set forth in the above recitals, is hereby approved and granted to Veltiste IL, subject to the conditions set forth in Section 3, upon the real estate commonly known as 720 E. North Avenue, Carol Stream, Illinois, and legally described as follows:

PARCEL 1:

THE WEST 135.0 FEET (AS MEASURED ALONG THE NORTH LINE THEREOF) OF THE NORTH 250.0 FEET (AS MEASURED ALONG THE WEST LINE THEREOF) AND (EXCEPTING THE NORTH 10 FEET THEREFROM) OF THAT PART OF GOVERNMENT LOT 2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF NORTH AVENUE (ROUTE 64) AND EAST OF THE WEST 40.0 ACRES OF SAID LOT 2, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 CREATED BY DECLARATION OF EASEMENT FILED AUGUST 9, 1974 AS DOCUMENT R74-41043 AND RE-RECORDED ON NOVEMBER 22, 1974 AS DOCUMENT R74-59360.

PARCEL 3:

PERPETUAL EASEMENT CREATED BY DECLARATION OF EASEMENT FILED AUGUST 19, 1974 AS DOCUMENT R74-42844 AND CORRECTION OF SAID DECLARATION FILED FOR RECORD ON APRIL 14, 1978 AS DOCUMENT R78-30946.

Hereinafter referred to as the Subject Property.

SECTION 3:

The approval of the Special Use Amendment granted herein is subject to the following conditions:

- 1. That all terms and conditions of previously approved Ordinance No. 2023-05-24, not specifically revised herein shall remain in full force and effect;
- 2. That the applicant shall complete cold patch work on all existing potholes in the parking lot prior to the opening of the business;
- 3. That the parking lot milling and repaving work and landscaping work shall be completed no later than June 30, 2024; and
- 4. That the site and facility must be maintained and operated in accordance with all State, County and Village codes and regulations.

SECTION 4:

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

1. Site Plan denoting parking lot layout and landscaping areas, (Exhibit A, received by the Community Development Department November 3, 2023).

SECTION 5:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, provided, however, that this Ordinance is executed by the owners or such other party in interest, consenting to and agreeing to be bound by all of the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted in the discretion of the corporate authorities, by motion.

SECTION 6:

The failure of the owner or other party in interest, or a subsequent owner or other party in interest, to strictly comply with the terms and conditions of this Ordinance, after execution of this Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the special use permit after notice and public hearing in accordance with the procedures required by the Carol Stream Code of Ordinances.

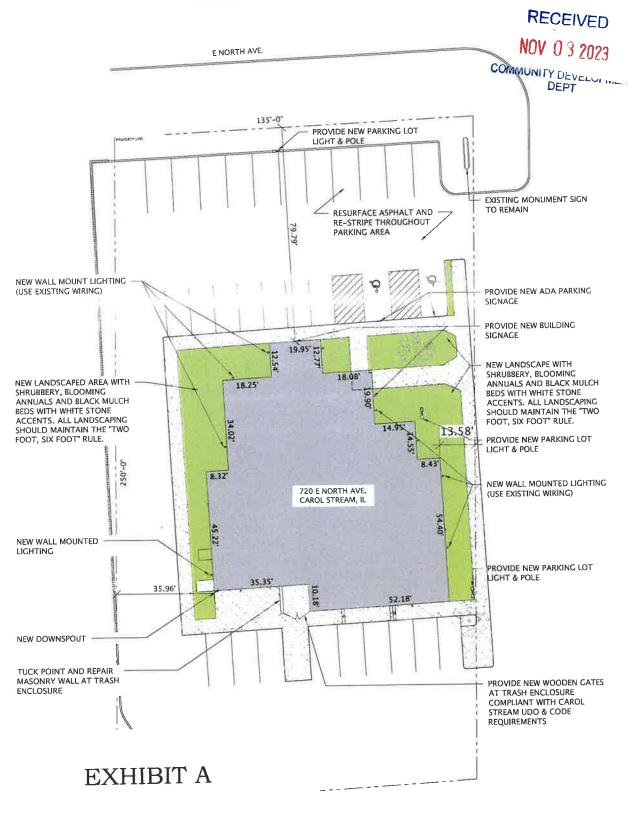
Ordinance No. 2023- Page 4 of 5
PASSED AND APPROVED THIS 4th DAY OF DECEMBER, 2023.
AYES:
NAYS:
ABSENT:
Frank Saverino, Sr. Mayor ATTEST:
Julia Schwarze, Village Clerk

Ordinance No. 2023-Page 5 of 5

I, Dev Patel, being the owner and/or party in interest of the Subject Property legally
described in this ordinance, do hereby accept, concur, and agree to develop and use
the Subject Property in accordance with the terms and conditions of this Ordinance,
and I understand that if I do not do so, I am subject to the penalties set forth in
Section 16-8-5 of the Carol Stream Code of Ordinances, and/or termination of the
special use permit. Veltiste IL further agrees to indemnify, hold harmless and defend
the Village, and its officers, agents and employees from any and all claims, lawsuits,
liabilities damages and costs incurred as a result of the approvals as granted herein.

Date	Owner/Party In Interest

SPECIAL USE PERMIT ITEM 1: SITE PLAN



720 E NORTH AVE LOT ZONED: B-3 TOTAL LOT SQ. FOOTAGE: 33585 SQ. FT. TOTAL PARKING: 44 SPACES *NOTE: THE PROPOSED LOCATION OF CANNABIS DISPENSING ORGANIZATION SHOWN IN THIS SITE PLAN, 720 E NORTH AVE. IS NOT IN VIOLATION OF DISTANCE REQUIREMENT SET FORTH IN CAROL STREAM'S REGULATIONS. SEE ITEM 11 OF THIS SUBMITTAL.

FUEGO CANNABIS 720 E NORTH AVE. CAROL STREAM, IL







RESOLUTION NO. ____

A RESOLUTION APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

WHEREAS, in 1984, the DuPage Water Commission (the "Commission") entered into a Water Supply Contract Between the DuPage Water Commission and the City of Chicago (the "Water Supply Contract") for the Commission to purchase Lake Michigan water from the City of Chicago (the "City") to provide to the Commission's customers; and

WHEREAS, the Village of Carol Stream is a Charter Customer of the Commission and purchases Lake Michigan water from the Commission; and

WHEREAS, the Water Supply Contract expires on March 19, 2024; and

WHEREAS, the Water Supply Contract grants the Commission the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years; and

WHEREAS, the Commission has commenced negotiations with the City on a new water supply contract, but the Commission does not believe that a new water supply contract will be executed before the current Water Supply Contract expires; and

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers, the Commission held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City; and

WHEREAS, the Commission has deemed it to be in the interest of the Commission and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than 15 years and not more than 20 years; and

WHEREAS, the Village Board deems it to be in the best interests of the Village of Carol Stream and its residents to approve and consent to an extension of the Water Supply Contract for a period not less than 15 years and not more than 20 years.

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:

<u>SECTION ONE</u>: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the Village Board.

SECTION TWO: The Village Board hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than 15 years and not more than 20 years, without further action by the Village Board.

<u>SECTION THREE</u>: The Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

<u>SECTION FOUR</u>: This Ordinance shall be in full force and effect immediately upon and after its adoption.

PASSED AND APPROVED TH	HIS 4 th DAY OF DECEMBER, 2023
AYES:	
NAYS:	
ABSENT:	
A TOTAL CITE	Frank Saverino, Sr., Mayor
ATTEST:	
Julia Schwarze, Village Clerk	

RESOLUTION	NO.
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A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated November 29, 2023.

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 4th	th DAY OF DECEMBER, 2023
AYES:	
NAYS:	
ABSENT:	
	Frank Saverino, Sr., Mayor
ATTEST:	
Julia Schwarze, Village Clerk	

EXHIBIT "A"

Village of Carol Stream Interdepartmental Memo

TO:

William Holmer, Village Manager

FROM:

Brad C. Fink, Director of Public Works

DATE:

November 29, 2023

RE:

Surplus Declaration – Village Vehicles

Public Works has identified the following Village property that is no longer necessary or useful to the Village and is seeking approval to be declared surplus.



Vehicle 205- 2011 Chevrolet Tahoe - Quantity 1 VIN: 1GNLC2E01BR234372

This vehicle, assigned to Community Development, has 125,000 miles and reached the end of its service life. This vehicle still holds some value and will be auctioned and replaced with a step down vehicle from the Police Department



Vehicle 687- 2009 Ford Escape - Quantity 1 VIN: 1FMCU03GX9KA66630

This vehicle, assigned to Information Technology, has 110,000 miles and reached the end of its service life. This vehicle still holds some value and will be auctioned and replaced with a step down vehicle from the Police Department

Staff recommends these items be declared surplus by the Mayor and Board of Trustees and the Village Manager be authorized to dispose of the property as proposed pursuant to the provisions of Section 5-8-15 of the Carol Stream Code of Ordinances



Carol Stream Police Department Memorandum

TO: Chief Donald Cummings

FROM: Commander Brian Cluever

DATE: November 17, 2023

RE: Surplus Recommendations

The vehicles listed below have surpassed their operational service life. Each vehicle's mileage and mechanical condition are no longer conducive to functioning as a patrol vehicle within our fleet.

Unit: Patrol Squad #680:

Year: 2018 Make: Dodge Model: Durango

VIN: 1C4SDJFT1JC316995

Mileage: 99,447

Unit: Patrol Squad #675:

Year: 2017 Make: Dodge Model: Charger

VIN: 2C3CDXKT8HH621435

Mileage: 120,733

Unit: Patrol Squad #676:

Year: 2017 Make: Dodge Model: Charger

VIN: 2C3CDXKTXHH621436

Mileage: 102,069

W 29-2023

for ones for Shows



Carol Stream Police Department Memorandum

Unit: Admin Squad #608:

Year: 2013 Make: Kia

Model: Optima

VIN: 5XXGN4A7XDG102252

Mileage: 115,246

Unit: Patrol Squad #692:

Year: 2009 Make: Ford

Model: Crown Victoria VIN: 2FAHP71V99X145737

Mileage: 75,365

After consulting with the Garage Supervisor and analyzing maintenance history, these vehicles are not recommended to be re-purposed or assigned to different departments within the Village. It is recommended that the Village Manager declare these vehicles as surplus and that they be sold at auction.

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; 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 declare Admin Squad 608 and Patrol Squads 675, 676, 680 and 692 as surplus for sale and sold by the Police Department.

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:

<u>SECTION 1</u>: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described below:

•	2013 Kia Optima (608)	VIN:	5XXGN4A7XDG102252
•	2017 Dodge Charger (675)	VIN:	2C3CDXKT8HH621435
•	2017 Dodge Charger (676)	VIN:	2C3CDXKTXHH621436
•	2018 Dodge Durango (680)	VIN:	1C4SDJFT1JC316995
•	2009 Ford Crown Victoria (692)	VIN:	2FAHP71V99X145737

now owned by the Village of Carol Stream, is no longer useful and declared surplus.

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 4th DAY OF DECEMBER, 2023.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

Julia Schwarze, Village Clerk

ATTEST:

RESOLUTION NO. _____

AGENDA ITEM 3-4 12/4/23

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated November 16, 2023.

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

he mai	nner provided by law.						
	PASSED AND APPROVED THIS 4th DAY OF DECEMBER, 2023						
	AYES:						
	NAYS:						
	ABSENT:						
		Frank Saverino, Sr., Mayor					
ATTES	ST:						
Tulia S	chwarze, Village Clerk						



Carol Stream Police Department Memorandum

TO:

Chief Donald Cummings

FROM:

Sergeant Chad Paskevicz

DATE:

11/16/2023

RE:

M1 Garand Surplus Request

The below listed M1 Garands were assigned to the Carol Stream Police Department Honor Guard as their ceremonial firearm. Approximately 20 years ago, the Honor Guard switched to the use of shotguns as their ceremonial firearm. Because of this, the M1 Garands have been stored in the range safe and never used. Streichers, a reputable vendor who has handled our past surplus rifle and shotgun trade-ins, is offering a \$500 credit per M1 Garand. The total credit for all eight M1 Garands will be \$4000. This credit can offset the cost of two new Honor Guard shotguns or the purchase of future 40 mm launchers and body armor. I am requesting the M1 Garands be designated as surplus for the aforementioned reasons.

Serial Number	Manufacturer	Date of Manufacture
3571583	Springfield	February-March 1945
5104948	International Harvester	Unknown Months 1952-1954
2194846	Springfield	October-November 1943
1997586	Springfield	September-October 1943
2225681	Springfield	November-December 1943
3772861	Springfield	April-May 1945
1523771	Springfield	March-April 1943
1373644	Winchester	July-August 1943

W-29-2023

Manis Car Sucres

AGENDA ITEM 12/4/23

Vendor / Description	Amount	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
A RELIABLE PRINTING					
NOTE PADS-VILLAGE MANAGER	122.00	01590000-53317	OPERATING SUPPLIES	27916	
CHIEF STATIONARY	307.00	01662600-53314	OFFICE SUPPLIES	27915	
	429.00				
ACCURATE OFFICE SUPPLY CO					
OFFICE SUPPLY	8.82	01640100-53317	OPERATING SUPPLIES	602337	
OFFICE SUPPLY	7.93	01640100-53317	OPERATING SUPPLIES	602496	
COPY PAPER, LEGAL, PLAT SIZE	873.02	01590000-53317	OPERATING SUPPLIES	601988	
	889.77				
AEP ENERGY					
1025 LIES RD 10/13-11/13/23	52.12	01670300-53213	STREET LIGHT ELECTRICITY	3013130446 NOV-2023	
0 N LIES RD 10/13-11/13/23	1,458.88	01670300-53213	STREET LIGHT ELECTRICITY	3021359156 NOV-2023	
796 PAWNEE 10/16-11/14/23	87.35	01670300-53213	STREET LIGHT ELECTRICITY	3013130435 NOV-2023	3
100 DELLA CT 08/07-09/06/23	11.90	01670300-53213	STREET LIGHT ELECTRICITY	3013130378 SEP-2023	
512 CANYON TRL 10/16-11/14/23	33.00	01670300-53213	STREET LIGHT ELECTRICITY	3013130402 NOV-2023	3
	1,643.25				
AIRLINE PURCHASE MASTERCARD					
IT TRAINING-TALAVERA	285.90	01652800-52223	TRAINING	726646187698	
IT TRAINING-TALAVERA	32.00	01652800-52223	TRAINING	726646187698	
IT TRAINING-TALAVERA 10/29-11/01/23	219.90	01652800-52223	TRAINING	726646187698	
IT TRAINING-TALAVERA	6.64	01652800-52223	TRAINING	726646187698	
IT TRAINING-TALAVERA	54.26	01652800-52223	TRAINING	726646187698	
	598.70				
ALEXIS ARAOZ, GIS ANALYST					
GIS CONTRACTOR-NOV 2023	3,518.40	01652800-52257	GIS SYSTEM	3518.40	
*	3,518.40				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
ALLIANCE AGAINST INTOXICATED MOTORIS AAIM BENEFIT	190.00 190.00	01660100-52234	DUES & SUBSCRIPTIONS	1551566397	
ALLIANCE HOSE & RUBBER CO ORGANIC-BRINE HOSE	638.13 638.13	01670200-53317	OPERATING SUPPLIES	2324786	

Vendor / Description	Amount	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
AMAZON.COM					
FALL ARREST BASE	198.03	04101500-53350	SMALL EQUIPMENT EXPENSE	9305805	
OFFICE SUPPLIES	104.57	01610100-53317	OPERATING SUPPLIES	5533066	
OC TEE	12.29	01696200-53354	PARTS PURCHASED	2301865	
SIMPLE GREEN	474.42	01696200-53317	OPERATING SUPPLIES	1680267	
BATTERIES FOR FIRE PANEL	55.42	01670400-53317	OPERATING SUPPLIES	9272256	
OC FLUID FILM	108.02	01696200-53354	PARTS PURCHASED	2060207	
FRAMES FOR DEPARTMENT PHOTOS	136.56	01660100-53317	OPERATING SUPPLIES	3708213	
JEANS-KEVIN KOSNIK	122.56	01670100-53324	UNIFORMS	0647411	
JEANS-ANDREW OLSEN	45.36	01696200-53324	UNIFORMS	7984225	
LED LIGHTING UPGRADE	287.00	01670400-53317	OPERATING SUPPLIES	3459434	
ARCTIC COAT-TIJERINA	176.39	04200100-53324	UNIFORMS	1081817	
SHIPPING REIMBURSEMENT	-1.00	01600000-52242	EMPLOYEE RECOGNITION	6828211-5CM	
TABLE CLOTH	16.44	01520000-52222	MEETINGS	0684262	
FITNESS ROOM EQUIPMENT	5.92	01660100-52244	MAINTENANCE & REPAIR	5634658	
FIREMAN HIP BOOTS-LARSON	85.95	04100100-53324	UNIFORMS	6670657	
WPO RAIN SUIT	51.90	04200100-53324	UNIFORMS	0669002	
FITTING-BRINE FARM	27.70	01670200-54412	OTHER EQUIPMENT	9103434	
WPO BAG	39.99	04201600-53317	OPERATING SUPPLIES	4592239	
RECRUITMENT MONITOR	79.99	01660100-52223	TRAINING	5130633	
OFFICE SUPPLIES	18.13	01610100-53317	OPERATING SUPPLIES	3854606	
OC EXTENSION CORD	37.97	01696200-53354	PARTS PURCHASED	5914640	
VINYL TUBING-BRINE FARM	34.98	01670200-54412	OTHER EQUIPMENT	1674663	
HIP BOOTS-MCCARTHY	96.92	04200100-53324	UNIFORMS	6670657	
MCCARTHY RAIN SUIT	170.52	04200100-53324	UNIFORMS	7176209	
BRINE FARM SUPPLIES	262.84	01670200-54412	OTHER EQUIPMENT	6795423	
OC BEARINGS	71.00	01696200-53354	PARTS PURCHASED	0534623	
9 CLOTH TABLE COVERINGS	144.99	01520000-52222	MEETINGS	9934661	
CERT SUPPLIES	81.45	01664700-53325	COMMUNITY RELATIONS	7565042	
PAPER TOWELS	122.16	01662700-53317	OPERATING SUPPLIES	7928257	a a
OFFICE SUPPLIES	8.75	01610100-53317	OPERATING SUPPLIES	7969853	

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
NITRILE GLOVES	211.89	04101500-53317	OPERATING SUPPLIES	3492229	
KITCHEN SUPPLIES	44.89	01660100-53317	OPERATING SUPPLIES	5793867	
FITTING-BRINE FARM	23.49	01670200-54412	OTHER EQUIPMENT	8764200	
FALL FEST SUPPLIES	18.85	01750000-52291	MISC EVENTS/ACTIVITIES	2941803	
SHIPPING REIMBURSEMENT	-1.38	01600000-52242	EMPLOYEE RECOGNITION	6828211-3CM	
REPLACING FAILING MONITORS PW	555.00	01652800-53317	OPERATING SUPPLIES	1693060	
SHIPPING REIMBURSEMENT	-0.15	01600000-52242	EMPLOYEE RECOGNITION	6828211-2CM	
SHIPPING REIMBURSEMENT	-0.85	01600000-52242	EMPLOYEE RECOGNITION	6828211-1CM	
NITRILE GLOVES	211.87	04201600-53317	OPERATING SUPPLIES	2037006	
WEIGAND SHIRTS	77.00	04100100-53324	UNIFORMS	7090636	
VH REFRIGERATORS WATER FILTERS	323.94	01680000-53319	MAINTENANCE SUPPLIES	9177033	
FITNESS ROOM EQUIPMENT	3.69	01660100-52244	MAINTENANCE & REPAIR	3726639	
OC CLAMPS	33.88	01696200-53354	PARTS PURCHASED	3595427	
JEANS-MCCARTHY	174.63	04200100-53324	UNIFORMS	1069866	
PAPER PRODUCTS, MEETINGS	36.89	01520000-52222	MEETINGS	0421823	
USB PORTABLE SPEAKERS	51.03	01652800-53317	OPERATING SUPPLIES	7374610	
OFFICE SUPPLIES	19.64	01590000-53317	OPERATING SUPPLIES	0684262	
OC MICROPHONE	45.96	01696200-53354	PARTS PURCHASED	1921817	
FITNESS ROOM EQUIPMENT	70.12	01660100-52244	MAINTENANCE & REPAIR	0705003	
HALLOWEEN DECOR-IT	30.74	01600000-52242	EMPLOYEE RECOGNITION	4055424	
EASEMENT TRAILER PLUG	19.50	04101500-53317	OPERATING SUPPLIES	5495458	
SHIPPING REIMBURSEMENT	-7.32	01600000-52242	EMPLOYEE RECOGNITION	6828211-4CM	
OFFICE SUPPLY	25.00	01640100-53317	OPERATING SUPPLIES	6687409	
RETURN-JEANS, KEVIN KOSNIK	-91.92	01670100-53324	UNIFORMS	0647411RET	
MISC CONNECTORS-TC	176.49	01652800-53317	OPERATING SUPPLIES	1352217	
TRUCK INVERTORS	779.98	04201600-53316	TOOLS	3723400	
EVENT DECOR	11.99	01590000-53317	OPERATING SUPPLIES	9934661	
JEAN-ANDREW OLSEN	41.70	01696200-53324	UNIFORMS	2030620	
CERT SUPPLIES	29.93	01664700-53325	COMMUNITY RELATIONS	7762614	
CERT SUPPLIES	215.92	01664700-53325	COMMUNITY RELATIONS	3905009	
M18 PUMP IMPELLARS	61.98	04201600-53317	OPERATING SUPPLIES	0572258	
FIRST AID	14.99	01670100-53317	OPERATING SUPPLIES	2373050	*:

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
KITCHEN SUPPLIES	108.00	01660100-53317	OPERATING SUPPLIES	8198636	
OC MOTORS	334.40	01696200-53354	PARTS PURCHASED	7685836	
BUPROFEN	35.16	01670100-53317	OPERATING SUPPLIES	7554609	
HALLOWEEN DECOR-HR, ADMIN	49.17	01600000-52242	EMPLOYEE RECOGNITION	6828211	
HAILOWEEN DECOR-IT	32.58	01600000-52242	EMPLOYEE RECOGNITION	3033823	
OC HOOKS	40.58	01696200-53354	PARTS PURCHASED	7674609	
HALLOWEEN DECOR	46.84	01600000-52242	EMPLOYEE RECOGNITION	7028245	
INVERTOR SUPPLIES	148.95	04201600-53316	TOOLS	3872221	
JEANS - CHRIS HARDING	67.20	01670100-53324	UNIFORMS	6463402	
CLAMP-BRINE FARM	245.90	01670200-54412	OTHER EQUIPMENT	9552266	
_	7,395.37				
AMERICAN FASTENER TECHNOLOGIES, CORI	•				
BOLTS, VALVES	587.65	04201600-53317	OPERATING SUPPLIES	81541	
-	587.65				
AMERICAS FINEST INSIGNIA COMPANY					
HONOR GUARD BADGE	148.00	01660100-53324	UNIFORMS	092823	
	148.00				
ARAMARK UNIFORM & CAREER APPAREL G	ROUP INC				
FIRST AID SUPPLIES	109.41	01590000-53317	OPERATING SUPPLIES	ORD4-012334	
-	109.41				
AUGUSTINO'S DELI INC					
KUHN RD & ALABAMA,IDAHO DIGS	90.97	04201600-53317	OPERATING SUPPLIES	5430	
:=	90.97		10		
BACKBLAZE					
	56.13	01652800-52230	TELEPHONE	202309252023	
5.115.112 57.61.6.	56.13				
-	90.97 90.97 56.13		**		

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
volido, i possilpiis				9 	
BADGERLAND BADGE & SIGN COMPANY INC	C				
NAME BADGE HOLMER	14.41	01590000-53317	OPERATING SUPPLIES	82077	
_	14.41				
BLAINS FARM & FLEET					
JEANS-LARSON	115.05	04100100-53324	UNIFORMS	047172	
-	115.05				
BOLLER CONSTRUCTION CO. INC					
PHASE II IMPROVE-PWC PO-4070	-66,599.66	11-21225	RETAINAGE - BOLLER CONSTRUC	T.23156-4	20240052
PHASE II IMPROVE-PWC PO-4070	665,996.57	11740000-55487	FACILITY CAPITAL IMPROVEMEN	T 23156-4	20240052
_	599,396.91				
BRACING SYSTEMS					
DIAMOND BLADE	275.00	01670500-53317	OPERATING SUPPLIES	434093-1	
CONCRETE STAKES	70.80	01670500-53317	OPERATING SUPPLIES	433410-1	
CONCRETE TOOL	88:00	01670500-53316	TOOLS	434451-1	
	433.80				
BRAND IT ON APPAREL COMPANY INC					
ARCTIC JACKET-SEWER	35.00	04100100-53324	UNIFORMS	1881	
UNIFORM-TIM	526.00	04200100-53324	UNIFORMS	1873	
ARCTIC JACKET-WATER	35.00	04200100-53324	UNIFORMS	1881	
	596.00				
BROWNELLS INC					
GUN PARTS	53.37	01662700-53317	OPERATING SUPPLIES	3001438714	
GUN PARTS	326.05	01662700-53317	OPERATING SUPPLIES	202341065497	
	379.42				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
· · · · · · · · · · · · · · · · · · ·					
CANON SOLUTIONS AMERICA					
FINANCE BASE CHARGE 06/16-09/15/23	45.38	01652800-52226	OFFICE EQUIPMENT MAINT	ENANŒ005653554	
FLEET USE CHARGE 06/25-09/24/23	3,941.23	01652800-52226	OFFICE EQUIPMENT MAINT	ENANŒ005672085	
COPIER BASE CHARGE 09/25-12/24/23	2,028.62	01652800-52226	OFFICE EQUIPMENT MAINT	ENANŒ005627180	
-	6,015.23				
CAPUTO'S NEW FARM PRODUCE- CAROL ST	REAM INC				
GATORADE & WATER-ALABAMA DIG	20.98	04201600-53317	OPERATING SUPPLIES	20.98	
MESSAGE BOARD WATER	7.56	01670300-53317	OPERATING SUPPLIES	00777449	
•	28.54				
CAROL STREAM LAWN & POWER					
CHAINS-SAWS	12.60	01670700-53317	OPERATING SUPPLIES	502507	
TREE SUPPLIES	108.90	01670700-53317	OPERATING SUPPLIES	503373	
MOWING SUPPLIES	107.96	01670400-53317	OPERATING SUPPLIES	503373	
SP LEVER	8.66	01696200-53354	PARTS PURCHASED	503752	
	238.12				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
CARQUEST AUTO PARTS					
SP SEAL	2.60	01696200-53354	PARTS PURCHASED	2420-571401	
OC FILTER	27.29	01696200-53354	PARTS PURCHASED	2420-572001	
OC BATTERY	368.26	01696200-53354	PARTS PURCHASED	2420-572879	
SP FILTER	16.79	01696200-53354	PARTS PURCHASED	2420-571105	
OC FILTERS	20.96	01696200-53354	PARTS PURCHASED	2420-573439	
OC ENGINE MOUNT	126.74	01696200-53354	PARTS PURCHASED	2420-573521	
SP BALL JOINTS	396.35	01696200-53354	PARTS PURCHASED	2420-570826	
OC BATTERY	169.39	01696200-53354	PARTS PURCHASED	2420-572248	
OC CLAMPS	18.18	01696200-53354	PARTS PURCHASED	2420-572878	
SP ACTUATOR	31.94	01696200-53354	PARTS PURCHASED	2420-571404	
OC CORE RETURNS	-44.00	01696200-53354	PARTS PURCHASED	2420-573369	
OC REMOTE KIT	68.05	01696200-53354	PARTS PURCHASED	2420-571890	
OC FILTERS	31.31	01696200-53354	PARTS PURCHASED	2420-572836	
OC CLAMP	9.79	01696200-53354	PARTS PURCHASED	2420-573021	
OC TENSIONER	152.43	01696200-53354	PARTS PURCHASED	2420-572040	
OC LED BULBS	69.99	01696200-53354	PARTS PURCHASED	2420-573512	
OC STOCK	18.26	01696200-53354	PARTS PURCHASED	2420-571383	
OC PIGTAILS	12.45	01696200-53354	PARTS PURCHASED	2420-572163	
OC STARTER	199.51	01696200-53354	PARTS PURCHASED	2420-572111	
SP PLUG	24.68	01696200-53354	PARTS PURCHASED	2420-570774	
SP FILTER	2.90	01696200-53354	PARTS PURCHASED	2420-571471	
SP ADAPTERS	71.22	01696200-53354	PARTS PURCHASED	2420-571446	
SP HEADLIGHT	27.88	01696200-53354	PARTS PURCHASED	2420-571096	
OC CORE RETURNS	-44.00	01696200-53354	PARTS PURCHASED	2420-573298	
OC BULB	20.91	01696200-53354	PARTS PURCHASED	2420-573337	
SP SEALS	111.98	01696200-53354	PARTS PURCHASED	2420-570792	
OC CLAMPS	12.90	01696200-53354	PARTS PURCHASED	2420-572756	
OC ENGINE MOUNT	50.73	01696200-53354	PARTS PURCHASED	2420-572041	
DRY SWEEP	571.50	01696200-53317	OPERATING SUPPLIES	2420-572120	
OC STARTER	435.15	01696200-53354	PARTS PURCHASED	2420-572628	

			Account		Purchase
Vendor / Description	<u>Amount</u>	Account Number	<u>Description</u>	Invoice No.	<u>Order</u>
SP FILTER	30.09	01696200-53354	PARTS PURCHASED	2420-570697	
SP BEDLINER	103.03	01696200-53354	PARTS PURCHASED	2420-570787	
OC BATTERY	159.18	01696200-53354	PARTS PURCHASED	2420-572738	
SP FILTER	5.24	01696200-53354	PARTS PURCHASED	2420-571094	
OC BATTERY	379.60	01696200-53354	PARTS PURCHASED	2420-572739	
SP BATTERY	119.25	01696200-53354	PARTS PURCHASED	2420-570797	
INVERTERS	11.01	04201600-53316	TOOLS	2420-573648	
OC CORE RETURNS	-54.00	01696200-53354	PARTS PURCHASED	2420-573473	
SP FILTER	159.29	01696200-53354	PARTS PURCHASED	2420-571390	
SP FITTING	9.44	01696200-53354	PARTS PURCHASED	2420-571380	
OC RETURN	-159.18	01696200-53354	PARTS PURCHASED	2420-572740	
OC RETURNS	-61.56	01696200-53354	PARTS PURCHASED	2420-573278	
_	3,683.53				
CHICAGO TRIBUNE-REDEYE					
DIGITAL ACCESS 10/6-11/2/23	27.72	01590000-52234	DUES & SUBSCRIPTIONS	10192023	
_	27.72				
CLARK BAIRD SMITH LLP					
LABOR COUNSEL-NOV 2023	821.25	01570000-52238	LEGAL FEES	17632	
-	821.25				
COLLEGE OF DUPAGE					
COD CLASS-WILLIAMS, DUMDIE 08/21-08/23/23	650.00	01660100-52223	TRAINING	20230921000124	
-	650.00				
COMCAST CABLE					
MTHLY FEE 10/20-11/19/23	97.00	01662400-53330	INVESTIGATION FUND	0483228 10/16/23	
COMMUNICATION SVC 09/15-10/14/23	4,498.95	01652800-52230	TELEPHONE	182619148	
ELEVATOR PHONE 08/20-09/19/23	95.47	01652800-52230	TELEPHONE	0010112 08/16/23	
.=	4,691.42				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
COMED					
IL64 & KUHN 10/17-11/13/23	172.13	01670300-53213	STREET LIGHT ELECTRICITY	2929126065 NOV-2023	
	172.13				
CORE & MAIN LP					
TOWER 2 STORM PIPE	163.00	01670600-53317	OPERATING SUPPLIES	T895115	
METER HEADS	773.00	04201400-53333	NEW METERS	T688868	
HYDRANT PARTS	1,773.19	04201600-53317	OPERATING SUPPLIES	T924641	
	2,709.19				
CORECUTPARTS.COM					
OC WHEELS	270.51	01696200-53354	PARTS PURCHASED	CU2460	
	270.51				
COSTCO WHOLESALE					
MEMBERSHIP RENEWAL	120.00	01660100-52234	DUES & SUBSCRIPTIONS	000111902844553	
	120.00				
CRAINS CHICAGO BUSINESS					
ANNUAL SUBSCRIPTION CRAINS	169.00	01590000-52234	DUES & SUBSCRIPTIONS	CC8DB18E-0001	
	169.00				
CREATIVE DISPLAYS, INC					
XMAS DECORATIONS	5,105.00	01680000-53319	MAINTENANCE SUPPLIES	58260	
	5,105.00				
CRYSTAL MGMT & MAINTENANCE SRV'S (CORP				
JANITORIAL SVC-DEC 2023	4,155.00	01680000-52276	JANITORIAL SERVICES	31498	
	4,155.00				
DENNIS D PEACE					
SNOW PUSH BOX PO-4086	5,399.95	01670200-54412	OTHER EQUIPMENT	231845	20240097
	5,399.95				

¥			Purchase		
Vendor / Description	<u>Amount</u>	Account Number	Description	Invoice No.	<u>Order</u>
DOCUMENT IMAGING DIMENSIONS, INC					
TONER POLICE	149.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN@923		
POLICE RECORDS TONER	119.00	01652800-52226	OFFICE EQUIPMENT MAINTENAN@924		
	268.00				
DOLLAR GENERAL					
HALLOWEEN DECOR	5.00	01600000-52242	EMPLOYEE RECOGNITION	39558	
TABLE CLOTHS EVENT	15.00	01590000-53317	OPERATING SUPPLIES	39558	
	20.00				
DOLLAR TREE					
JUNGERS RETIREMENT	11.50	01600000-52242	EMPLOYEE RECOGNITION	057754	
FRY RETIREMENT	17.75	01600000-52242	EMPLOYEE RECOGNITION	030436	
HALLOWEEN SUPPLIES	9.25	01660100-53317	OPERATING SUPPLIES	053475	
	38.50				
DUPAGE CHRYSLER DODGE JEEP					
OC HOSE	19.17	01696200-53354	PARTS PURCHASED	98703	
SP VALVE	55.13	01696200-53354	PARTS PURCHASED	98625	
	74.30				
DUPAGE MATERIALS COMPANY					
ASPHALT-WATER LEAK RESTO	1,143.59	04201600-52286	PAVEMENT RESTORATION	24501	
•	1,143.59				
EJ EQUIPMENT INC					
SWEEPER BROOMS	307.00	01670600-53317	OPERATING SUPPLIES	P10644	
BROOMS	614.00	01670600-53317	OPERATING SUPPLIES	P10425	
	921.00				
ENGINEERING RESOURCE ASSOCIATES INC					
KLEIN CREEK SEC I, PH 3-OCT 2023 PO-462680	40.29	11740000-55488	STORMWATER UTILITIES	160914CE.13	
	40.29				

			Purchase		
Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	<u>Order</u>
EWING IRRIGATION PRODUCTS INC					
AERATOR MAINT KITS	510.48	01670600-52244	MAINTENANCE & REPAIR	20792697	
AERATOR MAINT	142.62	01670600-52244	MAINTENANCE & REPAIR	20860741	
	653.10				
EXAMINER PUBLICATIONS INC					
ANNEXATION HEARING	123.00	01520000-52240	PUBLIC NOTICES/INFORMATION	58133	
PUBLIC NOTICES 23-0038 & 23-0039	175.50	01530000-52240	PUBLIC NOTICES/INFORMATION	58010	
	298.50				
FLOCK GROUP INC					
LPR CAMERAS PO-461656	20,400.00	01660100-52234	DUES & SUBSCRIPTIONS	INV-24552	20240099
	20,400.00				
FLOOD BROTHERS DISPOSAL					
LEAF 18041001-18041500	645.00	01-14121	LEAF COLLECTION STICKERS	7105046	
	645.00				
FLOODS ROYAL FLUSH					
FALL FEST 2023	950.00	01750000-52291	MISC EVENTS/ACTIVITIES	129017	
	950.00				
GALLS LLC					
UNIFORM-TURNHOLT	179.24	01660100-53324	UNIFORMS	025639127	
UNIFORM-KOTNAUR	77.49	01660100-53324	UNIFORMS	025735846	
UNIFORM-BEYER	244.20	01660100-53324	UNIFORMS	025771173	
UNIFORM-PFINGSTON	17 5.50	01660100-53324	UNIFORMS	025807867	
UNIFORM-SCHNEIDER	244.20	01660100-53324	UNIFORMS	025782818	
UNIFORM-TURNHOLT, RETURN	-174.24	01660100-53324	UNIFORMS	025743792CM	
	746.39				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
GARVEY'S OFFICE SUPPLIES					
OFFICE SUPPLIES	53.60	01662600-53314	OFFICE SUPPLIES	PINV22779206	
OFFICE SUPPLIES	461.51	01662600-53314	OFFICE SUPPLIES	PINV2474878	
OFFICE SUPPLIES	14.99	01662600-53314	OFFICE SUPPLIES	PINV2476746	
NAME PLATES-HOLMER, CUMMINGS	45.00	01520000-52222	MEETINGS	2484248	
_	575.10				
GIS WORKSHOP, LLC					
PUBWORKS ANNUAL FEE 2024	2,650.00	01696200-52255	SOFTWARE MAINTENANCE	2019-18561	
-	2,650.00				
GO DADDY					
SSL CERTS FOR SERVER	479.97	01652800-52255	SOFTWARE MAINTENANCE	2748535213	
=	479.97				
GOOD ROADS, INC					
VILLAGE PAVE ASSESSMENT PO-462720	3,000.00	11740000-55486	ROADWAY CAPITAL IMPROVE	MEN75206232-0001	20240100
_	3,000.00				
GOVTEMPSUSA LLC					
PROPERTY INSPECT-E HERZOG 09/10, 09/17/23	1,560.00	01643700-52253	CONSULTANT	4257883	
OFFICE MANAGER-D KALKE 11/05,11/12/23	3,473.60	01590000-52253	CONSULTANT	4290560	
	5,033.60				
GRAINGER					
SP FITTING	29.30	01696200-53354	PARTS PURCHASED	9852589473	
VH AIR FILTERS	145.08	01680000-53319	MAINTENANCE SUPPLIES	9859159312	
SCHEDULE 80-EASTSIDE STATION	133.04	04201600-53317	OPERATING SUPPLIES	9850832768	
OC HOSE FITTING	3.25	01696200-53354	PARTS PURCHASED	9872514451	
HI-VIZ JACKET KEN SCHROEDER	68.07	01680000-53324	UNIFORMS	9850642399	
HAND SOAP	85.96	01696200-53317	OPERATING SUPPLIES	9871782810	
OC ELBOW	17.94	01696200-53354	PARTS PURCHASED	9868970378	
	482.64				

(a)			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
HAWK FORD OF CAROL STREAM					
NV DOWN PIPES	1,089.73	01696200-53354	PARTS PURCHASED	3326C	
NV CORE RETURN	-500.00	01696200-53354	PARTS PURCHASED	CM3369C	
NV TURBO	2,900.00	01696200-53354	PARTS PURCHASED	3369C	
NV GASKET	10.58	01696200-53354	PARTS PURCHASED	3466C	
NV GASKET	8.78	01696200-53354	PARTS PURCHASED	3461C	
NV TUBE ASSY	56.80	01696200-53354	PARTS PURCHASED	3409C	
	3,565.89				
HAWK FORD OF ST CHARLES					
OUTSOURCING SERVICES	446.90	01696200-53353	OUTSOURCING SERVICES	536390	
	446.90				
HOBBY LOBBY					
FRY RETIREMENT	88.99	01660100-53317	OPERATING SUPPLIES	069983	
JUNGERS RETIREMENT	212.33	01660100-53317	OPERATING SUPPLIES	040619	
	301.32				

## HOME DEPOT SP TIEDOWN FARM HOUSE GATE HINGE GAS LINE-WATER GARAGE GAS LINE-WATER GARAGE GARAGE DOOR LUBE EASTSIDE ANALYZER M18 IMPACT WRENCH M18 IMPACT WRENCH FARM HOUSE PORCH PAINTING SAWZALL BLADES ## HOME DEPOT 1943-62-38083 1943-62-38083 19430169326 1943-01-47652 1943-01-47652 1943-01-47652 1943-01-37901 1943-62-50534 1943-01-37901 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-50534 1943-62-38083 1943-01-47652 1943-01-47652 1943-01-37901 1943-62-38083 1943-01-47652 1943-01-47652 1943-01-47652 1943-01-47652 1943-01-37901 1943-62-38083 1943-01-47652		A	A - a - und Number	Account	Invoice No	Purchase Order
SP TIEDOWN 39.94 01696200-53354 PARTS PURCHASED 1943-62-38083 FARM HOUSE GATE HINGE 15.86 01680000-53319 MAINTENANCE SUPPLIES 19430169326 GAS LINE-WATER GARAGE 30.27 01670400-53317 OPERATING SUPPLIES 1943-01-47652 GARAGE DOOR LUBE 48.86 01670400-53317 OPERATING SUPPLIES 1943-01-37901 EASTSIDE ANALYZER 20.11 04201600-53317 OPERATING SUPPLIES 1943-62-50534 M18 IMPACT WRENCH 229.00 04201600-53316 TOOLS WG44102772 FARM HOUSE PORCH PAINTING 117.98 01680000-53319 MAINTENANCE SUPPLIES 19433433513 SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218	<u>Vendor / Description</u>	<u>Amount</u>	Account Number	<u>Description</u>	<u>Invoice No.</u>	<u>Order</u>
SP TIEDOWN 39.94 01696200-53354 PARTS PURCHASED 1943-62-38083 FARM HOUSE GATE HINGE 15.86 01680000-53319 MAINTENANCE SUPPLIES 19430169326 GAS LINE-WATER GARAGE 30.27 01670400-53317 OPERATING SUPPLIES 1943-01-47652 GARAGE DOOR LUBE 48.86 01670400-53317 OPERATING SUPPLIES 1943-01-37901 EASTSIDE ANALYZER 20.11 04201600-53317 OPERATING SUPPLIES 1943-62-50534 M18 IMPACT WRENCH 229.00 04201600-53316 TOOLS WG44102772 FARM HOUSE PORCH PAINTING 117.98 01680000-53319 MAINTENANCE SUPPLIES 19433433513 SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218	HOME DEDOT					
FARM HOUSE GATE HINGE GAS LINE-WATER GARAGE GARAGE DOOR LUBE EASTSIDE ANALYZER M18 IMPACT WRENCH FARM HOUSE PORCH PAINTING SAWZALL BLADES 15.86 01680000-53319 MAINTENANCE SUPPLIES 1943-01-47652 1943-01-37901 OPERATING SUPPLIES 1943-01-37901 OPERATING SUPPLIES 1943-62-50534 TOOLS WG44102772 MAINTENANCE SUPPLIES 1943-62-50534 OPERATING SUPPLIES		20.04	01000000 52254	DARTS BURCHASED	10/12-62-38083	
GAS LINE-WATER GARAGE GAS LINE-WATER GARAGE GARAGE DOOR LUBE EASTSIDE ANALYZER M18 IMPACT WRENCH FARM HOUSE PORCH PAINTING 117.98 SAWZALL BLADES DOERATING SUPPLIES 1943-01-47652 1943-01-37901 1943-62-50534 TOOLS WG44102772 MAINTENANCE SUPPLIES 1943-3433513 MAINTENANCE SUPPLIES 1943-01-47652 1943-01-37901 1943-01-37901 1943-62-50534 MG44102772 FARM HOUSE PORCH PAINTING 117.98 117.						
GARAGE DOOR LUBE 48.86 01670400-53317 OPERATING SUPPLIES 1943-01-37901 EASTSIDE ANALYZER 20.11 04201600-53317 OPERATING SUPPLIES 1943-62-50534 M18 IMPACT WRENCH 229.00 04201600-53316 TOOLS WG44102772 FARM HOUSE PORCH PAINTING 117.98 01680000-53319 MAINTENANCE SUPPLIES 19433433513 SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218						
EASTSIDE ANALYZER 20.11 04201600-53317 OPERATING SUPPLIES 1943-62-50534 M18 IMPACT WRENCH 229.00 04201600-53316 TOOLS WG44102772 FARM HOUSE PORCH PAINTING 117.98 01680000-53319 MAINTENANCE SUPPLIES 19433433513 SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218						
M18 IMPACT WRENCH 229.00 04201600-53316 TOOLS WG44102772 FARM HOUSE PORCH PAINTING 117.98 01680000-53319 MAINTENANCE SUPPLIES 19433433513 SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218						
FARM HOUSE PORCH PAINTING 117.98 01680000-53319 MAINTENANCE SUPPLIES 19433433513 SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218	EASTSIDE ANALYZER					
SAWZALL BLADES 59.98 04201600-53317 OPERATING SUPPLIES WM48661218						
SAWZALI BLADES	FARM HOUSE PORCH PAINTING					
MIDE TRACK 25.28 01670400-53317 OPERATING SUPPLIES 1943-U1-34874	SAWZALL BLADES			-		
WINE TRACK	WIRE TRACK					
EASTSIDE ANALYZER 27.69 04201600-53317 OPERATING SUPPLIES 1943-52-73941	EASTSIDE ANALYZER					
TOOLS-STREETS M/R 3.48 01670500-53316 TOOLS 1943-01-75836	TOOLS-STREETS M/R					
M18 IMPACT & PUMP 229.00 04201600-53316 TOOLS WG44102772	M18 IMPACT & PUMP					
STORAGE BIN-RATCHET STRAPS 28.92 04201600-53317 OPERATING SUPPLIES 1943-51-64702	STORAGE BIN-RATCHET STRAPS					
EASTSIDE ANALYZER 23.07 04201600-53317 OPERATING SUPPLIES 1943-61-81333	EASTSIDE ANALYZER	23.07	04201600-53317		-	
OC OUTLETS 121.30 01696200-53354 PARTS PURCHASED 0015471	OC OUTLETS					
OC TIEDOWN 19.98 01696200-53354 PARTS PURCHASED 1943-52-85986	OC TIEDOWN	19.98				
LOCKER ROOMS JANITORIAL SUPP 158.06 01680000-53320 JANITORIAL SUPPLIES 1943-01-83897	LOCKER ROOMS JANITORIAL SUPP	158.06	01680000-53320	JANITORIAL SUPPLIES		
TRUCK 41 SIDE BOARD 38.58 04201600-53317 OPERATING SUPPLIES 1943-02-88555	TRUCK 41 SIDE BOARD	38.58	04201600-53317	OPERATING SUPPLIES		
VH ELEVATORS LED BULBS 15.96 01680000-53319 MAINTENANCE SUPPLIES 1943-01-69334	VH ELEVATORS LED BULBS	15.96	01680000-53319	MAINTENANCE SUPPLIES	1943-01-69334	
FARM HOUSE REAR FENCING 290.20 01680000-53319 MAINTENANCE SUPPLIES 1943-01-21384	FARM HOUSE REAR FENCING	290.20	01680000-53319	MAINTENANCE SUPPLIES	1943-01-21384	
FARM HOUSE FRONT DECK 87.00 01680000-53319 MAINTENANCE SUPPLIES 1943-01-83889	FARM HOUSE FRONT DECK	87.00	01680000-53319		1943-01-83889	
FLAG POLE CLIP-TC 4.38 01680000-53319 MAINTENANCE SUPPLIES 19430182667	FLAG POLE CLIP-TC	4.38	01680000-53319	MAINTENANCE SUPPLIES	19430182667	
SPRAY EXTENDER 66.95 01670400-53316 TOOLS 1943-01-37893	SPRAY EXTENDER	66.95	01670400-53316	TOOLS	1943-01-37893	
ONE-TON SIDE BOARDS 43.32 01670500-53317 OPERATING SUPPLIES 1943-02-03133	ONE-TON SIDE BOARDS	43.32	01670500-53317	OPERATING SUPPLIES		
VH DOOR KICK PLATES 271.20 01680000-53319 MAINTENANCE SUPPLIES 19430121392	VH DOOR KICK PLATES	271.20	01680000-53319	MAINTENANCE SUPPLIES	19430121392	
BUSH-MAPLE RIDGE 52.49 01670700-52268 TREE MAINTENANCE 1943-29-47182	BUSH-MAPLE RIDGE	52.49	01670700-52268	TREE MAINTENANCE	1943-29-47182	
FARMHOUSE SUPPLIES 74.51 01680000-53319 MAINTENANCE SUPPLIES 19430161349	FARMHOUSE SUPPLIES	74.51	01680000-53319	MAINTENANCE SUPPLIES	19430161349	
EASTSIDE ANALYZER 9.58 04201600-53317 OPERATING SUPPLIES 1943-01-35251	EASTSIDE ANALYZER	9.58	04201600-53317	OPERATING SUPPLIES	1943-01-35251	
CONCRETE SUPPLIES 46.28 01670500-53317 OPERATING SUPPLIES 1943-02-69126		46.28	01670500-53317	OPERATING SUPPLIES	1943-02-69126	
TAX REFUND -21.50 01680000-53319 MAINTENANCE SUPPLIES 9340675	TAX REFUND	-21.50	01680000-53319	MAINTENANCE SUPPLIES	9340675	

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
EASTSIDE SUPPLIES	23.57	04201600-53317	OPERATING SUPPLIES	1943-02-20061	
KEY FOB BATTERIES	6.87	01680000-53319	MAINTENANCE SUPPLIES	19430161356	
ORGANIZATION SUPPLIES	27.16	01696200-53317	OPERATING SUPPLIES	1943-01-63535	
FARMHOUSE PAINT, WOOD SUPPLIES	76.11	01680000-53319	MAINTENANCE SUPPLIES	1943-01-62263	
TAPE MEASURE	16.97	04201600-53316	TOOLS	1943-02-88555	
DRILL BIT	31.47	01670400-53317	OPERATING SUPPLIES	WG43514743	
FALL DECOR, PLANTS	106.69	01670400-53317	OPERATING SUPPLIES	1943-28-19803	
OC ELECTRIC	3.96	01696200-53354	PARTS PURCHASED	1943-62-48561	
WOOD FOR CONCRETE	16.72	01670500-53317	OPERATING SUPPLIES	3012971	
	2,487.25				
HOTELS-MASTERCARD					
HOTEL-REBHOLZ, IPELRA CONF.	269.17	01600000-52228	PERSONNEL HIRING	IPELRA-2023 REBHOLZ	
_	269.17				
I C M A (INTN'L CITY/COUNTY MGMT ASSN					
ICMA EVENT	-55.00	01590000-52223	TRAINING	10032023	
ICMA-CAREY	1,189.00	01590000-52234	DUES & SUBSCRIPTIONS	503686	
-	1,134.00				
IRMA					
DEDUCTIBLE-OCT 2023	8,460.83	01590000-52215	INSURANCE DEDUCTIBLES	SALES0021175	
_	8,460.83				
ILL LIQUOR CONTROL COMMISSION					
LIQUOR LICENSE RENEWAL	306.75	01660100-52234	DUES & SUBSCRIPTIONS	5A0048785	
=	306.75				
ILLINOIS ASSN OF CHIEFS OF POLICE					
RENEWAL-USE OF FORCE	150.00	01660100-52234	DUES & SUBSCRIPTIONS	14714	
DUES-INCROCCI	115.00	01660100-52234	DUES & SUBSCRIPTIONS	13894	
-	265.00				

			Account		Purchase
Vendor / Description	Amount	Account Number	Description	Invoice No.	<u>Order</u>
			-	***************************************	
ILLINOIS CITY /COUNTY MANANGEMENT AS	SSN				
ILCMA-CAREY 11/2023	65.00	01590000-52223	TRAINING	88579	
_	65.00				
ILLINOIS HOMICIDE INVESTIGATORS ASSN					
IHIA CONF-DUMDIE	325.00	01660100-52223	TRAINING	B834632J	
GREY IHIA CONFERENCE	325.00	01660100-52223	TRAINING	TV450824X	
IHIA CONF-WILLIAMS	325.00	01660100-52223	TRAINING	6879715D	
IHIA CONF-J.LOPEZ	325.00	01660100-52223	TRAINING	E8034748	
IHIA CONF-ANDREJEVIC	325.00	01660100-52223	TRAINING	M33387130	
IHIA CONF-BOSHART	325.00	01660100-52223	TRAINING	C980703P	
-	1,950.00				
ILLINOIS TACTICAL OFFICERS ASSN					
ITOA CONF-4 OFFICERS 11/19-11/21/23	1,400.00	01660100-52223	TRAINING	05674	
ITOA MEMBERSHIP-BLAIR	40.00	01660100-52223	TRAINING	05569	
-	1,440.00				
ILLINOIS TOLLWAY					
TOLL REPLENISH	5.00	01670100-52223	TRAINING	034810	*:
TOLL REPLENISH	5.00	04200100-52223	TRAINING	034810	
TOLL REPLENISH	5.00	04100100-52223	TRAINING	034810	
TOLL REPLENISH	5.00	01696200-52223	TRAINING	034810	
	20.00				
ILLINOIS TRUCK ENFORCEMENT ASSN					
MIDWEST DRE CONF-MABBITT 11/01-11/03/23	225.00	01660100-52223	TRAINING	2V4Q-H36F-VQC	
DRE CONF-M LOPEZ 11/01-11/03/23	225.00	01660100-52223	TRAINING	0000134	
•	450.00				

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INTERNET PURCHASE MASTERCARD		×			
CEU TRAINING	65.00	01660100-52223	TRAINING	55F5AF42	
SAND BAG SUPPLIES	159.99	01670600-53317	OPERATING SUPPLIES	ST2264	
ONCALL SOFTWARE	135.50	01652800-52255	SOFTWARE MAINTENANCE	520	
	360.49				
J & D INGENUITIES LLC					
OUTDOOR SIREN-ANNUAL MAINTENANCE	3,057.01	01660100-52244	MAINTENANCE & REPAIR	2548	
	3,057.01				
J HIGGINS LTD					
HONOR GUARD UNIFORM	902.40	01660100-53324	UNIFORMS	41346	
•	902.40				
JEWEL-OSCO					
TABLE CLOTH	6.67	01600000-52242	EMPLOYEE RECOGNITION	302812405620	
BATTERIES & HALLOWEEN SUPPLIES	20.48	01520000-53314	OFFICE SUPPLIES	302812405620	
	27.15				
KAESER BLAIR INCORPORATED					
TAX REFUND	-70.94	01664700-53325	COMMUNITY RELATIONS	30628072-CM	
	-70.94				
KASEYA US, LLC					
IT DOC SOFTWARE 10/09-11/08/23	114.00	01652800-52255	SOFTWARE MAINTENANCE	INV246454746894	
	114.00				
KM SHEET METAL					
PW GUTTERS & DOWNSPOUTS	177.61	01670400-53317	OPERATING SUPPLIES	38810	
×	177.61				
KOUNTRY PET RESORT					
K9 CODA BOARDING	433.65	02385200-52315	CANINE SERVICES	623909	
	433.65				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
LANDSCAPE MATERIAL & FIREWOOD SALES	INC				
LEAK RESTOS	180.00	04201600-52286	PAVEMENT RESTORATION	41198	
DIRT-LIES RD	400.00	01670400-53317	OPERATING SUPPLIES	41241	
, -	580.00				
LAW OFFICE OF MICHELLE L MOORE LTD					
PROSECUTION-NOV 2023	2,400.00	01570000-52235	LEGAL FEES-PROSECUTION	2023-11	
PROSECUTION-NOV 2023	6,200.00	01570000-52312	PROSECUTION DUI	2023-11	
8-	8,600.00				
LESLIE'S POOL SUPPLY					
AERATOR CLEANER	61.85	01670600-53317	OPERATING SUPPLIES	44275	
-	61.85				
LEXISNEXIS					
MTHLY FEE-SEP 2023	228.50	01662400-53330	INVESTIGATION FUND	20230930	
-	228.50				
LIVE VIEW GPS INC					
MTHLY FEE-OCT 2023	125.70	01662400-53330	INVESTIGATION FUND	469731	
	125.70				
LOWE'S HOME CENTERS					
OC FITTINGS	19.08	01696200-53354	PARTS PURCHASED	185264485	
SEWER SUPPLIES	75.40	04101500-53317	OPERATING SUPPLIES	224782513	
TRUCK 5 PIPE WRENCH	39.98	04201600-53316	TOOLS	304805273	
PAVER BASE	30.24	01670500-53317	OPERATING SUPPLIES	88565910	
PAVER BASE	16.74	01670500-53317	OPERATING SUPPLIES	673030496	
	181.44				
LRS HOLDINGS LLC					
PORTA JOHN-280 KUHN RD 11/17-12/14/23	138.00	01670400-52264	EQUIPMENT RENTAL	PS572167	
	138.00				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
LULU PRESS INC					
FTO TRAINING MANUALS	236.63	01662700-53318	REFERENCE MATERIALS	18256347	
_	236.63				
LYNN PEAVEY COMPANY					
RED TAPE AND ZIP TIES	138.42	01662400-53317	OPERATING SUPPLIES	404518	
-	138.42				
MARK E RADABAUGH					
TAPING, EDITING 11/20/23	100.00	01590000-52253	CONSULTANT	23-0234	
-	100.00				
MEN IN BLACK SERVICES					
PEST CONTROL	100.00	01670400-52244	MAINTENANCE & REPAIR	204034	
PEST CONTROL	100.00	01670400-52244	MAINTENANCE & REPAIR	205714	
	200.00				
MENARDS					
TORCH KIT-TRUCK 8	74.99	04201600-53316	TOOLS	083705	
SILT FENCE, SOCKS	251.73	04201600-53317	OPERATING SUPPLIES	28168	
SP DEF	66.36	01696200-53354	PARTS PURCHASED	028280	
OC HOOKS, DETERGENT	12.89	01696200-53317	OPERATING SUPPLIES	022107	
OC HOOK AND DEF	64.07	01696200-53354	PARTS PURCHASED	022107	
DRILL BIT & TOGGLES	22.56	01670400-53317	OPERATING SUPPLIES	082222	
BLOCKING	156.60	04201600-53317	OPERATING SUPPLIES	083705	
	649.20				
MESA INTERNATIONAL TECHNOLOGIES INC					
GAS FOR CO SENSORS	318.35	01670400-53317	OPERATING SUPPLIES	135570	
,	318.35		*		

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
METROPOLITAN INDUSTRIES INC					
EVERGREEN PUMP FLANGE	635.00	04101500-52244	MAINTENANCE & REPAIR	INV056188	
TUBEWAY PUMP REPAIR PO-4090	8,285.00	04101500-52244	MAINTENANCE & REPAIR	INV055723	20240098
	8,920.00				
MID AMERICAN WATER INC					
2" B-BOX, 8' SEWER PIPE & FITTINGS	439.14	04101500-53317	OPERATING SUPPLIES	225830A	
2" B-BOX, 8' SEWER PIPE & FITTINGS	429.00	04201600-53317	OPERATING SUPPLIES	225830A	
	868.14				
MNJ TECHNOLOGIES DIRECT					
BACKUP TAPES	1,022.13	01652800-52226	OFFICE EQUIPMENT MAINTEN		
SOFTWARE BACKUP	7,375.21	01652800-52255	SOFTWARE MAINTENANCE	004020070	
	8,397.34				
N-EAR					
EARPIECE-BOSHART	127.49	01660100-53324	UNIFORMS	3383	
	127.49				
NATIONAL ENGRAVERS					
RETIREMENT PLAQUE LENTINO	112.00	01600000-53315	PRINTED MATERIALS	104173	
	112.00				
NEW PIG					
KUHN CL2 BAG	125.64	04201600-53317	OPERATING SUPPLIES	24132235	
	125.64				
NICOR					
200 TUBEWAY DR 10/17-11/15/23	51.94	04101500-53230	NATURAL GAS	14309470202 11/15/2	
1348 CHARGER CT 10/19-11/17/23	167.61	04101500-53230	NATURAL GAS	86606011178 11/17/2	
124 GERZEVSKE LN 10/18-11/16/23	56.15	04201600-53230	NATURAL GAS	13811210007 11/16/2	23
	275.70				

Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
NORTHERN TOOL & EQUIPMENT					
SALT DOG COVER	1,200.14	01670200-54412	OTHER EQUIPMENT	52713134	
_	1,200.14				
O'REILLY AUTO PARTS					
OC BUSHINGS	51.00	01696200-53354	PARTS PURCHASED	5514-322227	
	51.00				
ORIENTAL TRADING COMPANY INC					
HALLOWEEN GIVE AWAYS	126.95	01750000-52291	MISC EVENTS/ACTIVITIES	726971187	
EVENT DECOR	24.95	01590000-53317	OPERATING SUPPLIES	726928562	
	151.90				
OUTDOOR HOME SERVICES HOLDINGS LLC					20240020
WEED CONTROL PO-4050	1,030.00	01670400-52272	PROPERTY MAINTENANCE PROPERTY MAINTENANCE	183591332 183153029	20240028 20240028
WEED CONTROL PO-4050	91.67	01670400-52272	PROPERTY MAINTENANCE	103133023	20240028
	1,121.67				
PAPA SAVERIOS PIZZERIA			11. 10.101.11.2		
BOA DIG	53.93	04201600-53317	OPERATING SUPPLIES	9272023	
THORNHILL & ARMY TRAIL DIG	55.98	04201600-53317	OPERATING SUPPLIES	10062023 10102023	
POTOMAC & PORTSMOUTH DIGS	59.54	04201600-53317 04201600-53317	OPERATING SUPPLIES OPERATING SUPPLIES	09292023	
KINGSBRIDGE DIG	57.56 227.01	04201000-33317	OF ENATING SOFT EILS	5525252	
	227.01				
PARTY CITY	10.00	04.000000 533.43	EMPLOYEE RECOGNITION	092958	
JUNGERS RETIREMENT	12.00	01600000-52242	EMPLOTEE RECOGNITION	032330	
	12.00				
PDQ.COM		18		F 4070	
SOFTWARE DEPLOYMENT RENEWAL	1,275.00	01652800-52255	SOFTWARE MAINTENANCE	54070	
	1,275.00				

<u>Vendor / Description</u>	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
PESI SEMINARS					
SSU CEUS	59.99	01660100-52223	TRAINING	7057445	
	59.99				
PILOT STORE					
FUEL FOR 101	50.00	01680000-53313	AUTO GAS & OIL	104199084865	
	50.00				
PIN HEADQUARTERS					
HONOR GUARD PIN	10.90	01660100-53324	UNIFORMS	09282025	
	10.90				
PLOTE CONSTRUCTION INC					
FAIR OAKS IMPROVE PO-462701 PAY #3	7,389.83	06320000-54469	REBUILD ILLINOIS BOND	230340.03	
FAIR OAKS IMPROVE PO-462701 PAY #3	-147.80	06-21112	RETAINAGE - PLOTE	230340.03	
	7,242.03				
POMPS TIRE SERVICE					
OC TIRES	392.54	01696200-53354	PARTS PURCHASED	411061025	
OC TIRES	669.84	01696200-53354	PARTS PURCHASED	411062727	
TORCHES	163.74	01696200-53316	TOOLS	ARV/58426874	
OC TIRES	194.52	01696200-53354	PARTS PURCHASED	411060622 411059683	
OC TIRES	340.62	01696200-53354	PARTS PURCHASED	411035063	
	1,761.26				
PORTER LEE CORPORATION					
LABEL, RIBBONS BEAST PRINTER	243.43	01662400-53317	OPERATING SUPPLIES	28759	
BEAST RENEWAL	1,668.00	01660100-52255	SOFTWARE MAINTENANCE	28801	
	1,911.43				

Vendor / Description	<u>Amount</u>	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
PRIME LANDSCAPING GROUP, LLC					
PLANT-BED SVC PO-4047	3,621.58	01670400-52272	PROPERTY MAINTENANCE	2089-1	20240011
MOWING SVC PO-4046	7,464.59	01670400-52272	PROPERTY MAINTENANCE	2089	20240010
MOWING SVC FO-4040	11,086.17				
	11,000.17				
PRIORITY PRODUCTS INC		04.000000 52247	ODED ATIMIC CLIDBLIES	994685	
VARIOUS SUPPLIES	297.43	01696200-53317	OPERATING SUPPLIES	994384	
SP RIVET NUTS	15.19	01696200-53354	PARTS PURCHASED	994504	
	312.62		62		
RAY O'HERRON CO					
1 EOTECH	521.82	01662700-53323	WEAPONS	2297345	
HONOR GUARD INVENTORY	39.98	01660100-53324	UNIFORMS	2299720	
4 EOTECHS	2,067.87	01662700-53323	WEAPONS	2296056	
UNIFORM-SCHNEIDER	319.96	01660100-53324	UNIFORMS	2299965	
UNIFORM-PLACKETT	117.00	01660100-53324	UNIFORMS	2299963	
UNIFORM-HECK	102.00	01660100-53324	UNIFORMS	2300818	
UNIFORM-KALINOWICZ	548.80	01660100-53324	UNIFORMS	2300136	
UNIFORM-SCARPULLA	134.00	01660100-53324	UNIFORMS	2300821	
UNIFORM-HATCHER	161.00	01660100-53324	UNIFORMS	2297871	
UNIFORM-BOGUSZEWSKI	88.00	01660100-53324	UNIFORMS	2299960	
UNIFORM-FAUTH	45.00	01660100-53324	UNIFORMS	2300822	
UNIFORM-KALINOWICZ	33.50	01660100-53324	UNIFORMS	2300819	
UNIFORM-SYMES	44.00	01660100-53324	UNIFORMS	2300005	
	4,222.93	E.			
REFUNDS MISC					
23-1954-DRVW, 150 SYPE DR-REFUND	274.02	01000000-44310	LEGAL/ENGINEERING REVIEV	V FEE 150 SYPE DR-2023	
NOV COVERAGE-REFUND, DOUBLE PAYMENT	1,340.46	01600000-51111	GROUP INSURANCE	7962	
23-0228-SOLR, 922 WACO DR-REFUND	84.00	01000000-42307	BUILDING PERMITS	922 WACO DR-2023	
25 5225 5521, 522 111122 2111121 2111	1,698.48				

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Vendor / Description	<u>Amount</u>	Account Number	Description	Invoice No.	<u>Oraci</u>
RENTAL MAX					
HANK LIFT RENTAL-GAS PIPE	181.44	04201600-52264	EQUIPMENT RENTAL	616165-8	
	181.44				
RESTAURANT-MASTERCARD					
MEAL-CERT DINNER	320.46	01664700-53325	COMMUNITY RELATIONS	CHARKIES 10/06/23	
COMPLIANCE CHECKS	56.59	01664700-53325	COMMUNITY RELATIONS	4996770	
MEAL-CERT DINNER	331.57	01664700-53325	COMMUNITY RELATIONS	BABAS 10/19/23	
MEAL-FALL FEST VOLUNTEERS	18.00	01750000-52291	MISC EVENTS/ACTIVITIES	LOU MALANAT 09/22/23	3
MEAL-FALL FEST VOLUNTEERS	61.16	01750000-52291	MISC EVENTS/ACTIVITIES	ROSATIS 10/23/23	
	787.78				
RIGHTWAY PRINTING INC					
#10 WINDOW ENVELOPES	363.00	01610100-53317	OPERATING SUPPLIES	58561	
	363.00				
ROCKAUTO					
OC HANDLE	40.78	01696200-53354	PARTS PURCHASED	253540350	
	40.78				
SAE CUSTOMS INC					
UNIT 638 UPFIT PO-4663197	6,472.50	01662700-52244	MAINTENANCE & REPAIR	4728	20240102
UNIT 636 UPFIT PO-4663198	6,401.25	01662700-52244	MAINTENANCE & REPAIR	4724	20240103
	12,873.75				
SNAP ON INDUSTRIAL					
FLASHLIGHT	116.99	01696200-53316	TOOLS	ARV/58426873	
LIGHTS	397.72	01696200-53316	TOOLS	ARV/58408754	
	514.71				

		A A NI In a m	Account	Invoice No	Purchase <u>Order</u>
<u>Vendor / Description</u>	<u>Amount</u>	Account Number	<u>Description</u>	Invoice No.	<u>Oldel</u>
COCUETY OF LIVINGAN DECOUDERS MANAGEM	AENT				27
SOCIETY OF HUMAN RESOURCES MANAGEM			DI ITO O GIADO CONSTIGNIO	602740460	
ANNUAL DUES-VAN DYKE	244.00	01600000-52234	DUES & SUBSCRIPTIONS	SO2718460	
ANNUAL STATE CONF.	600.00	01600000-52223	TRAINING	13829505	
	844.00				
STANDARD EQUIPMENT COMPANY					
AG DEBRIS HOSE	983.40	01696200-53354	PARTS PURCHASED	P45167	
-	983.40				
STE OIL COMPANY, INC					
AERATOR MAINT	170.51	01670600-52244	MAINTENANCE & REPAIR	1012915	
AERATOR MAINT	170.51	01670600-52244	MAINTENANCE & REPAIR	1012914	
AERATOR MAINT	145.18	01670600-52244	MAINTENANCE & REPAIR	1012895	
_	486.20				
STREICHER'S					
UNIFORM-BUSCH VEST	1,005.00	01660100-53324	UNIFORMS	11655559	
UNIFORM-KOTNAUR VEST	1,005.00	01660100-53324	UNIFORMS	11656532	
UNIFORM-PLUMB & NIELSEN VESTS	2,010.00	01660100-53324	UNIFORMS	11655779	
UNIFORM-CIESLOWSKI, BUSCH VESTS	1,005.00	01660100-53324	UNIFORMS	11655559	
	5,025.00				
SUBURB BLDG OFFICIALS CONF		Ñ			
2024 DUES-STEVE MARTIN	100.00	01643700-52234	DUES & SUBSCRIPTIONS	2024 SBOC DUES	
,	100.00				
SUBURBAN LABORATORIES INC					
WATER SAMPLE TEST PO-4073	1,115.00	04201600-52279	LAB SERVICES	218326	20240029
	1,115.00				

<u>Vendor / Description</u>	Amount	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
T MOBILE USA INC					
SEARCH WARRANT-CSPC2302199	25.00	01662400-53330	INVESTIGATION FUND	9546911938	
GPS LOCATE	102.00	01662400-53330	INVESTIGATION FUND	9387179143	
•	127.00				
TACTICAL GEAR					
SWAT GEAR-MCINTYRE & BLAIR	271.78	01660100-53324	UNIFORMS	4565696	
	271.78				
THE SEAT SHOP					
OC SEAT COVER	474.30	01696200-53354	PARTS PURCHASED	969888	
OC SEAT COVER	154.00	01696200-53354	PARTS PURCHASED	969889	
OC REFUND	-509.26	01696200-53354	PARTS PURCHASED	969813-RET	
OC SEATS	509.26	01696200-53354	PARTS PURCHASED	969813	
	628.30				
THE UPS STORE					
DUI KITS TO AFTL	11.98	01662400-53317	OPERATING SUPPLIES	341440411	
SHIPPED BOOKS BACK TO NUCPS	12.36	01660100-52223	TRAINING	POS4793B	
	24.34				
TIF 3 NORTH AND SCHMALE RD					-
SALES TAX-AUG 2023	10,582.99	01720000-58340	SALES TAX TFR - RDA#1	TIF3 11/30/23	
SALES TAX-AUG 2023	10,582.99	22-11105	CASH - TRUST	TIF3 11/30/23	
SALES TAX-AUG 2023	-10,582.99	22000000-49340	SALES TAX CONTRIB - RDA#1	TIF3 11/30/23	
	10,582.99				
TITAN SUPPLY INC					
JANITORIAL SUPPLIES	817.80	01680000-53320	JANITORIAL SUPPLIES	3930	
JANITORIAL SUPPLIES	820.50	01680000-53320	JANITORIAL SUPPLIES	3931	
	1,638.30				

Vendor / Description	Amount	Account Number	Account Description	Invoice No.	Purchase <u>Order</u>
vendor / Description	Amount	Account Humber			
TOPCON SOLUTIONS STORE					
PAINT	61.92	01620100-53317	OPERATING SUPPLIES	SO238699	
-	61.92				
TRANE US INC					
HVAC MAINTENANCE	3,649.00	01680000-52244	MAINTENANCE & REPAIR	314087375	
-	3,649.00				
TRANS CHICAGO TRUCK GROUP					
OC HEADER ASSY	867.98	01696200-53354	PARTS PURCHASED	X101394595	
·-	867.98				
TRANS UNION LLC					
MTHLY CREDIT CHECKS 08/26-09/25/23	90.00	01662400-53330	INVESTIGATION FUND	09300250	
	90.00				
TRANSYSTEMS CORPORATION					
FAIR OAKS-PH III PO-462688 PAY #4	4,263.31	11740000-55486	ROADWAY CAPITAL IMPROVE		20240101
2023 STP APPLICATIONS PO-462714	1,208.55	11740000-55486	ROADWAY CAPITAL IMPROVER ROADWAY CAPITAL IMPROVER		20240101
SW BIKE PATH-PH II PO-462659 PAY #14	2,059.33	11740000-55486	ROADWAI CAI HALIIWII NOVEI	VIEWER 1250575	
	7,531.19				
TREADSTONE TIRE RECYCLING	200 50	01696200-53353	OUTSOURCING SERVICES	23770	
OUTSOURCING SERVICES	386.50	01030500-22222	OOTSOOKCING SERVICES	23770	
The second secon	386.50				
TYCO FIRE & SECURITY (US)MGMT INC		04 500000 52240	TO MANINTENIANICE	39293 74 0	
ALARM-TC 10/01-12/31/23	55.37	01680000-52219	TC MAINTENANCE DUES & SUBSCRIPTIONS	39293745	
ALARM-124 GERZEVSKE LN 10/01-12/31/23	58.83	01670400-52234 04200100-52234	DUES & SUBSCRIPTIONS	39293715	
ALARM-300 KUHN RD 10/01-12/31/23	58.83	04100100-52234	DUES & SUBSCRIPTIONS	39293780	
ALARM-245 KUHN RD 10/01-12/31/23	58.83	04100100-32234	DOLD & JODGERII HONG	23,441,23	
	231.86				

			Account		Purchase
Vendor / Description	<u>Amount</u>	Account Number	Description	Invoice No.	<u>Order</u>
Vollage / Bassellans.				=	
VERITEXT, LLC					
COURT REPORTER CASE 23-0033	200.00	01530000-52241	COURT REPORTER FEES	6864499	
COURT REPORT CASE 23-0033	200.00	01530000-52241	COURT REPORTER FEES	6873180	
	400.00				
VERIZON WIRELESS					
CELL PHONES 10/14-11/13/23	2,976.43	01662700-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	84.60	01680000-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	36.01	02385200-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	38.01	01652800-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	289.81	01620100-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	120.61	01696200-52230	TELEPHONE	9949274473	
EMAG SERVICE 08/03-09/02/23	1.64	01652800-52230	TELEPHONE	9943505988	
CELL PHONES 10/14-11/13/23	137.22	01590000-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	78.31	01600000-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	622.01	04200100-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	242.01	04100100-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	473.55	01670100-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	429.56	01652800-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	42.30	01610100-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	44.78	01662700-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	84.60	01643700-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	42.30	01643700-52230	TELEPHONE	9949274473	
EMAG SVC 09/03-10/02/23	1.72	01652800-52230	TELEPHONE	9945922757	
CELL PHONES 10/14-11/13/23	42.30	01640100-52230	TELEPHONE	9949274473	
CELL PHONES 10/14-11/13/23	-0.99	01662700-52230	TELEPHONE	9949274473	
	5,786.78				

	A a	A	Account	Invoice No	Purchase Order
Vendor / Description	<u>Amount</u>	Account Number	<u>Description</u>	Invoice No.	<u> </u>
VILLAGE OF CAROL STREAM					
TYLER CC TEST	-2.50	01610100-53317	OPERATING SUPPLIES	TEST 1	
TYLER CC TEST	1.00	01610100-53317	OPERATING SUPPLIES	TEST 3	
TYLER CC TEST	2.50	01610100-53317	OPERATING SUPPLIES	TEST 4	
TYLER CC TEST	-1.00	01610100-53317	OPERATING SUPPLIES	TEST 2	
	0.00			9	
VILLAGE ONE HOUR CLEANER					
BOARD ROOM TABLE COVERS	150.00	01520000-52222	MEETINGS	P7945	
	150.00				
VILLAGE TAVERN & GRILL					
FRY RETIREMENT	400.00	01600000-52242	EMPLOYEE RECOGNITION	014690	
MEAL-CERT DINNER10/12/23	300.96	01664700-53325	COMMUNITY RELATIONS	048357	
RETIREMENT LUNCH	118.52	01600000-52242	EMPLOYEE RECOGNITION	0002	
	819.48				
VISTAPRINT.COM					
BUSINESSCARDS HOLMER/SCHROEDER	80.99	01590000-53317	OPERATING SUPPLIES	PZXHXD2D	
	80.99				
WAL MART					iii ii
HALLOWEEN CANDY	61.60	01660100-53317	OPERATING SUPPLIES	058581	
HALLOWEEN CANDY	113.16	01660100-53317	OPERATING SUPPLIES	084189	
JUNGERS-RETIREMENT	21.02	01600000-52242	EMPLOYEE RECOGNITION	084189	
CERT SUPPLIES	125.67	01664700-53325	COMMUNITY RELATIONS	003595	
HALLOWEEN DECOR-PD	14.90	01600000-52242	EMPLOYEE RECOGNITION	037671	
HALLOWEEN DECOR-PD	4.66	01660100-53317	OPERATING SUPPLIES	037671	
HALLOWEEN DECOR-PD	35.10	01600000-52242	EMPLOYEE RECOGNITION	049358	
FRY RETIREMENT	6.64	01600000-52242	EMPLOYEE RECOGNITION	009267	
MEAL-CERT DINNER	28.52	01664700-53325	COMMUNITY RELATIONS	014054	
MEAL-CERT DINNER 10/19/23	74.78	01664700-53325	COMMUNITY RELATIONS	016065	
	486.05				

			Account		Purchase
Vendor / Description	<u>Amount</u>	Account Number	Description	Invoice No.	<u>Order</u>
WASABI TECHNOLOGIES LLC					
CLOUD STORAGE	7.17	01652800-52230	TELEPHONE	INV-302796	
	0.71	01652800-52230	TELEPHONE	INV-290371	
	7.88				
WASCO LAWN & POWER, INC					
OC DRIVE SHAFT	725.01	01696200-53354	PARTS PURCHASED	224560	
•	725.01				
WEST SIDE TRACTOR SALES					
OUTSOURCING SVC	190.80	01696200-53353	OUTSOURCING SERVICES	V08295	
	190.80				
WESTMORE SUPPLY CO					
CONCRETE-SIDEWALK	1,009.88	01670500-53317	OPERATING SUPPLIES	R114371	
LEAK REST CONCRETE	499.75	04201600-52286	PAVEMENT RESTORATION	R113823	
SIDEWALK	684.50	01670500-53317	OPERATING SUPPLIES	R113652	
LEAK REST CONCRETE	631.25	04201600-52286	PAVEMENT RESTORATION	R113852	
LEAK REST CONCRETE	801.88	04201600-52286	PAVEMENT RESTORATION	R113740	
	3,627.26				
WINDY CITY CLEANING EQUIP & SUPPLIES					
YEARLY PRESS WASH MAINTENANCE	205.28	01670400-52244	MAINTENANCE & REPAIR	005960	
PARTS-POWERWASH FLOOR MACHINE	33.86	01670400-53317	OPERATING SUPPLIES	005971	
	239.14				

Vendor / Description	<u>Amount</u>	Account Number	Account <u>Description</u>	Invoice No.	Purchase <u>Order</u>
ZIEBELL WATER SERVICE PRODUCTS INC					
HYDRANT PARTS	1,839.90	04201600-53317	OPERATING SUPPLIES	263455-000	
HYDRANT PARTS	2,102.77	04201600-53317	OPERATING SUPPLIES	263323-000	
HYD PARTS-TC & MUELLER STEMS	2,137.64	04201600-53317	OPERATING SUPPLIES	263411-000	
MB SLEEVE	303.00	04201600-53317	OPERATING SUPPLIES	263454-000	
MAIN BREAK CLAMPS	1,986.23	04201600-53317	OPERATING SUPPLIES	263272-000	
4 1/2 MUELLER SEAT RING	362.60	04201600-53317	OPERATING SUPPLIES	263271-000	
6" VALVE-POTOMAC	1,050.00	04201600-53317	OPERATING SUPPLIES	263494-000	
HYDRANT PARTS	584.48	04201600-53317	OPERATING SUPPLIES	263324-000	
-	10,366.62				
ZIP CAR WASH LLC					
CAR WASH-SEP 2023	192.00	01662700-52244	MAINTENANCE & REPAIR	PS-INV103840	
_	192.00				
ZOOM VIDEO COMMUNICATIONS LLC					
ZOOM VIDEO CONF 10/20-11/19/23	205.52	01652800-52226	OFFICE EQUIPMENT MAINTEN	ANGNV223971354	
_	205.52		Ä		
GRAND TOTAL	\$851,533.10				

The preceding list of bills	payable totaling	\$ 851,533.10 was r	reviewed and	l approved f	for payment.
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William Hohn	Date: 12-01-2023	
William Holmer –Village Manager		
Authorized by:		
	Frank Saverino Sr-Mayor	

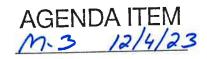
AGENDA ITEM 1-2 /2/4/23

ADDENDUM WARRANTS NOVEMBER 21, 2023 Thru DECEMBER 04, 2023

Check #	Vendor	Description	Amount

ACH	Wheaton Bank & Trust	Payroll November 13, 2023 thru November 26, 2023	675,102.97
АСН	Wheaton Bank & Trust	Payroll November 13, 2023 thru November 26, 2023	51,844.19
			726,947.16
	Approved this d	ay of, 2023	
	By:		
	Frank Saverino Sr-Mayo	o r ∗	
	Julia Schwarze - V	Village Clerk	
	АСН	A C H Wheaton Bank & Trust A C H Wheaton Bank & Trust Approved this days By: Frank Saverino Sr-Mayo	A C H Wheaton Bank & Trust Payroll November 13, 2023 thru November 26, 2023 A C H Wheaton Bank & Trust Payroll November 13, 2023 thru November 26, 2023 Approved this day of, 2023





Village of Carol Stream

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

PUBLIC NOTICE is hereby given that the regularly scheduled meetings of the President and Board of Trustees and Commissions/Committees of the Village of Carol Stream are as follows for the calendar year

2024

VILLAGE BOARD MEETINGS

(1st & 3rd Mondays each month) 6:00 PM

January 2, 2024 January 15, 2024 February 5, 2024 February 20, 2024 March 4, 2024 March 18, 2024 April 1, 2024 April 15, 2024	May 6, 2024 May 20, 2024 June 3, 2024 June 17, 2024 July 1, 2024 July 15, 2024 August 5, 2024 August 19, 2024	September 3, 2024 September 16, 2024 October 7, 2024 October 21, 2024 November 4, 2024 November 18, 2024 December 2, 2024 December 16, 2024
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PLAN COMMISSION/ZONING BOARD OF APPEALS

(2nd & 4th Mondays each month) 6:00 PM

FIRE/POLICE COMMISSION

(2nd Tuesday each month) 5:00 PM

024 September 10, 2024 024 October 8, 2024 2024 November 12, 2024 24 December 10, 2024 5, 2024

POLICE PENSION BOARD

(Quarterly) 10:00 AM

January 8, 2024 April 8, 2024 July 8, 2024 October 8, 2024

LIQUOR COMMISSION

There are no regularly scheduled meetings. The Commission meets only as cases arise.

I, Julia Schwarze, Village Clerk for the Village of Carol Stream, DuPage County, Illinois do hereby certify that the above schedule was posted on the Public Information Bulletin Board at the Municipal Building, 500 N. Gary Avenue, Carol Stream, Illinois on the 4th day of December, 2023.

Julia Schwarze Village Clerk