

Village of Carol Stream

BOARD MEETING

AGENDA

October 20, 2014

7:30 P.M.

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the October 6, 2014 Special Meeting of the Village Board.
2. Approval of the Minutes of the October 6, 2014 Village Board Meeting.
3. Approval but not Release of the Executive Session Minutes of the October 6, 2014 Village Board Meeting.

C. LISTENING POST:

1. Addresses from Audience (3 Minutes).
2. Resolution No. 2749 Honoring Robert (Bob) Mellor on his 30th Anniversary of Employment with the Village of Carol Stream.
3. Presentation of Letters of Commendation to Police Officers and Certificate of Appreciation to Larry Wangles regarding a Residential Burglary Arrest on October 2, 2014.
4. Proclamation Designating October 2014 Filipino American History Month.
5. Resolution No. 2750 Honoring Mike Krauser on his 25th Anniversary of Employment with the Village of Carol Stream.
6. Resolution No. 2751 Honoring Keith Paglia on his 25th Anniversary of Employment with the Village of Carol Stream.
7. Resolution No. 2752 Honoring Mike Tijerina on his 20th Anniversary of Employment with the Village of Carol Stream.

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D. PUBLIC HEARINGS:

E. SELECTION OF CONSENT AGENDA:

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

F. BOARD AND COMMISSION REPORTS:

G. OLD BUSINESS:

H. STAFF REPORTS AND RECOMMENDATIONS:

1. Motion authorizing and directing Village staff to redeem, prior to their maturity, Senior Lien Tax Increment Revenue Refunding Bonds, Series 2005 for principal amounts maturing on December 30, 2019, 2020 and 2021 in the aggregate amount of \$1,015,000. *These bonds refunded previous TIF bonds issued in 1997 to facilitate the development of the Geneva Crossing Shopping Center. Funds are currently on hand within the TIF to pay down a portion of the remaining debt. This action will shorten the life of the bonds by 3 years and will result in total interest savings of \$306,250.*
2. Motion approving Independent Contractor Agreements for Snow Plowing. *Staff recommends approval of four (4) Independent Contractor Agreements for Snow Plowing with the following firms: S&S Maintenance; AJD Construction & Concrete; D&M Services and KCG Management LLC.*

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I. ORDINANCES:

1. Ordinance No. _____ Amending Chapter 11, Article 2 of the Code of Ordinances by Decreasing the Class C liquor license by one-A.N.A. Liquors Inc. d/b/a Echo Liquor & Lotto and Increasing the Class C liquor license by one-Fair Oaks Liquor, Inc. d/b/a Fair Oaks Liquor (1420 Army Trail Road)
2. Ordinance No. _____ Amending Chapter 11, Intoxicating Liquor, Article 2, Alcoholic Liquor Dealers, Section 11-2-7, Classifications of Licenses, Numbered Issued, Fees (Class R Park District Recreation Center Caterer's License) *Revising the fee for Class R liquor licenses from \$500 per year to \$50 per day.*

J. RESOLUTIONS:

1. Resolution No. _____ Appointing New Members to the Local Youth Council. *Resolution to appoint three new members to the Local Youth Council.*
2. Resolution No. _____ Authorizing a Utility License Agreement with Vinakom Communications, LLC to Utilize Village Right-of-Way (ROW). *This Resolution authorizes execution of a license agreement with Vinakom to install, operate and maintain an underground conduit and fiber optic telecommunications systems within a portion of the Village's ROW in accordance with specific terms and conditions.*

K. NEW BUSINESS:

1. Sound Amplification Permit Application-Request for Waiver of Fee. *The Spring Trail Elementary PTO is hosting a Tiger Trot 5K fundraiser on Sunday, October 19th at Bierman Park on Woodlake Drive and is requesting a waiver of the \$25 permit fee.*

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L. PAYMENT OF BILLS:

1. Regular Bills: October 6, 2014 through October 19, 2014.
2. Addendum Warrants: October 6, 2014 through October 19, 2014.

M. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statements and Balance Sheets for Month End September 30, 2014.

N. EXECUTIVE SESSION:

O. ADJOURNMENT:

LAST ORDINANCE	2014-10-49	LAST RESOLUTION	2748
NEXT ORDINANCE	2014-10-50	NEXT RESOLUTION	2749

Village of Carol Stream
Special Meeting of the Village Board
Carol Stream Financial Profile and Peer Comparison

Gregory J. Bielawski Municipal Center
500 N. Gary Avenue, Carol Stream, IL 60188

October 6, 2014

6:00 p.m. – 7:15 p.m.

Meeting Notes

ATTENDANCE:

Mayor Frank Saverino, Sr.
Trustee Matt McCarthy
Trustee Mary Frusolone
Trustee Rick Gieser
Trustee John LaRocca
Clerk Beth Melody

Joseph E. Breinig, Village Manager
Robert Mellor, Asst. Village Manager
Chris Oakley, Asst. to the Village Manager
Ed Sailer, Acting Chief of Police
James Knudsen, Dir. Engineering Services
Robert Glees, Dir. of Community Dev.
Jon Batek, Finance Director
Phil Modaff, Director of Public Works
Caryl Rebholz, Dir. of Employee Relations
Tom Miller, Commander, Police Dept.
John Jungers, Commander, Police Dept.

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

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

Absent: Trustee Weiss and Schwarze

Carol Stream Financial Profile and Peer Comparison

Finance Director Jon Batek presented a powerpoint presentation on the Village of Carol Stream Financial Profile and Peer Comparison which consisted of the following:

INTRODUCTION & EXECUTIVE SUMMARY

Finance Director Batek commented that the Financial Profile and Peer Comparison Workshop is not intended to say why we are better or worse than comparable communities, but as a comparison of how we and our peers have come out of the recession. Nine (9) peer communities were used for comparison based on selected criteria.

• ***Purpose***

Information presented on demographics, revenues, expenditures, financial results and financial position

Framework for understanding Carol Stream's financial performance in the context of:

Historical results

Peer performance

Basis for establishing guideposts for future planning and decision making

Communications tool to aid public discussion

- ***Scope***

Includes activities of all Governmental Fund types

i.e. Those functions traditionally funded by general taxation.

General Fund, MFT and Capital Projects Fund, TIF Funds

Excludes enterprise operations

i.e. Those functions primarily supported by user fees

Water/Sewer Utilities

Golf Courses

Parking Systems

Update of previous analysis presented in February 2011 which used data primarily from FY2010

Current look 3 years later using financial data from FY2013 (most currently available)

Identification of any changing trends

A refreshed view of financial data and indicators as we emerge from the Great Recession

Source data derived from audited financial statements (CAFRs), budgets, US Census Bureau, County data.

- ***General Observations***

Carol Stream fits well in the selected peer group in terms of its size and demographics (population, area, income, home values) which forms a good basis for making comparisons.

The composition of property values in CS are slightly more commercial/industrial in nature when compared to the mean of the peer group.

Long-term property assessed values in CS have generally grown more slowly than most in the peer group

- ***Village Revenues***

Finance Director Batek stated in 2010 was the Village of Carol Stream's lowest point in revenue collections. Eighty percent (80%) of the Village of Carol Stream's property tax bill attributed towards schools.

From a long-term perspective, Carol Stream's average annual governmental revenue growth over the past 10 years is the slowest among the peer communities. Revenues generated on a per capita basis are also at the low end of the peer group. While this has presented challenges for Carol Stream in the past, from the taxpayer's perspective, the Village can provide quality core services at costs which are lower compared to our peers.

Considering a shorter-term perspective, Carol Stream's recovery in total governmental fund revenues following the Great Recession (since 2010) is among the leaders in the peer group.

Carol Stream remains unique in that its lack of a property tax increases its vulnerability to economic downturn.

- ***Village Revenues-Property Tax***

Carol Stream is singularly unique among the peer group in that it does not impose a local municipal property tax. Property tax revenues generated by peers ranged from \$50 to \$401 per capita in FY2013.

Property taxes are a significant source of income within the peer group, averaging 31% of total governmental tax revenues.

Considering total community property tax rate, Carol Stream falls in the middle, having a Village-wide rate about 2.7% below the peer average. This is slightly lower when compared to the FY10 study.

- ***Village Revenues-Sales Tax***

9 out of 10 peer communities impose some form of home rule sales tax. Carol Stream remains competitive with peers and surrounding communities with respect to total sales tax rate.

Carol Stream's local sales taxes per capita fall slightly below the average of the peer group and is in the lower 1/3 when considering revenues per value of commercial/industrial EAV.

The FY2010 study showed that Carol Stream consistently ranked in the bottom 1/3 of the peer group in terms of growth in sales taxes, both long and short-term. This has improved significantly. The FY2013 review shows that Carol Stream ranked 9th of 10 for 1 year and 4 year increase in sales tax revenues. This is attributable to both rate increase and growth.

- ***Village Expenditures***

Similar to its low revenue production per capita, Carol Stream ranked among the leanest spenders over the long-term, with average annual spending increasing by 3.1%, which is 24% below the mean value of 4.1%.

Governmental expenditures on a per capita basis ranked 3rd lowest out of 10, 19% below the average value of \$781 per capita.

Further supporting its lean spending, Carol Stream's total staff to population ratio also ranks among the lowest, ranking 3rd lowest of the 10 communities studied.

General Government Employees = 2nd lowest of 10

Police Department Employees = 7th of 10 (slightly above the average)

Public Works Employees = 1st of 10 (LOWEST)

- ***Long-Term Liabilities & Fund Balances Pensions***

Carol Stream has responsibly funded its pension obligations over the years as evidenced by its funded ratio of 70.9% (police), which ranks 9th of 10 in the peer group. IMRF ranked only 3rd of 10 in funded ratio, however the Village has consistently met its funding obligations.

Funded status remains below that of 5 years ago for all communities in the peer group.

Total unfunded pension liabilities on a per capita basis shows Carol Stream having the 2nd to lowest obligation.

On a per capita basis, Carol Stream's annual pension costs are 3rd lowest.

- ***Long-Term Liabilities & Fund Balances Debt***

Carol Stream is unique among the peer group in that it has no outstanding general obligation debt.

- ***Fund Balances***

Total Governmental Fund Balances are at 64% of total expenditures at the conclusion of FY2013.

Carol Stream ranks 9th of 10 in highest total fund balances per capita and as a percentage of total expenditures. This is important as Carol Stream is the only community which funds all programs on a pay-as-you-go basis.

PEER COMMUNITIES

- ***Selection Criteria***

Population, Footprint, EAV, Demographics

Included in labor market comparisons

Often considered along with Carol Stream by new home buyers

- ***Nine Peers Selected***
(All are Home Rule communities)

Addison	Glendale Heights	Wheaton
Bartlett*	Hanover Park*	Wheeling*
Bloomingtondale	Streamwood	Woodridge*

(* Multi-County)

- ***Peer Comparisons Can Be Tricky***

Different sizes
 Different service offerings
 Municipal Fire Departments in Hanover Park, Streamwood, Wheaton, Wheeling
 Parks & Recreation included in Glendale Heights
 Varying accounting practices, fund and department structures
 Different mix of residential and commercial property
 Different methods for calculating property taxes
 Different real estate values
 Different fiscal periods

GENERAL DEMOGRAPHIC INFORMATION

A summary of charts presented include:

Population
 Footprint-square miles
 Median Family Income
 Median Home Value-owner occupied
 Total Equalized Assessed Value (EAV) 2012-in billions
 Average Annual Growth in EAV 2003-2012
 Residential Property % of total EAV 2012

REVENUE

A summary of charts presented include:

Key Revenue Matrix-4/30/13
 Average Annual Revenue Growth-FY2004 to FY2013
 3 Year Change in Total Revenues-FY2010 to FY2013
 Governmental Fund Revenues per capita FY2013
 Governmental Fund Revenues per capita (adjusted)-FY2013
 All Governmental Fund Revenues by Type-FY15
 Governmental Fund Tax Revenues by Type-FY15
 Estimated Municipal Property Tax Bill \$248,100 Home Market Value
 Property Tax as a % of Total Governmental Revenues-FY2013
 Total 2012 Community Property Tax Rate
 Estimated Total Property Tax Bill \$248,100 Home Market Value
 State Income Tax as a % of Total Governmental Revenues-FY2013
 Current Sales Tax Rates as of April 30, 2013
 Sales Tax as a % of Total Governmental Revenues-FY2013
 Sales Tax Revenue per capita-Calendar Year 2013

Sales Tax Revenues-1 year change-CY 2012 to 2013
Sales Tax Revenues 4 year change –CY 2009-2013
Sales Tax Revenue per \$100 of Commercial/Ind. Property assessed value-Calendar Year 2013;

EXPENDITURES

- *Expenditure Categories*

General Government

Village Management, Finance, HR, IT, Legal, Planning & Development, Building Maint., and all others not included elsewhere.

Police

Public Works (operations [including Engineering], capital spending and debt service)

(Non-comparable services were excluded where relevant/feasible)

A summary of charts presented include:

Average Annual Expenditure Growth FY2004 to FY2013

Total Expenditures per capita FY2013

General Government Expenditures per capita FY2013

Police Expenditures per capita FY2013

Public Works/Capital/Debt-Expenditures per capita FY2013

LONG-TERM LIABILITIES AND FUND BALANCES

A summary of charts presented include:

Police Pension Funding Status FY2013

IMRF Funding Status FY2013

Change in Pension Funding Status FY2013 vs 5 years ago

Pension Fund Liability (UAAL) per capita FY2013

Net Police Pension Obligation (asset) FY2013

Required Pension Contributions per capita FY2013

General Obligation Debt per capita FY2013

GO Debt to Equity (fund balance) FY2013

Fund Balance per capita FY2013

Unreserved Fund Balances as a % of Total Expenditures-FY2013

STAFFING

A summary of charts presented include:

Total Employee per 1,000 Residents FY2015

General Government Employees per 1,000 residents-FY2015

Police Department Employees per 1,000 Residents-FY2015

Public Works Employees per 1,000 Residents-FY2015.

SUMMARY RECAP

The Village provides service to the community in an efficient manner and at an excellent value to residents (no property tax!, no debt!), and in most cases, at a lower cost than peer group communities.

Carol Stream has emerged from the Great Recession in as good, if not better, financial condition than in FY2010.

Recovery in Carol Stream's governmental fund revenues, particularly sales tax generation has been more pronounced than many of its peer communities.

Reserve balances continue to be strong, and are near the healthiest compared to our peers on both a per capita basis and as a percentage of annual expenditures.

The Village continues to responsibly meet its long-term pension obligations without funding holidays.

Village staffing levels are among the leanest among the peer group while still meeting the needs of the community.

There being no further business, a motion was made by Trustee McCarthy and seconded by Trustee Frusolone to adjourn the Special Board meeting. The meeting was adjourned unanimously at 7:15 p.m.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

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

October 6, 2014

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

Present: Mayor Saverino, Sr. and Trustees John LaRocca, Rick Gieser, Mary Frusolone, Don Weiss and Matt McCarthy

Absent: Trustee Greg Schwarze

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

*All persons physically present at meeting unless noted otherwise

Mayor Saverino, Sr. led those in attendance in the pledge of allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Frusolone made the second to approve the Minutes of the September 15, 2014 Special Meeting of the Village Board. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Abstain: 0

Absent: 1 Trustee Schwarze

The motion passed.

Trustee Weiss moved and Trustee Gieser made the second to approve the Minutes of the September 15, 2014 Village Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Abstain: 0

Absent: 1 Trustee Schwarze

The motion passed.

LISTENING POST:

1. **Addresses from Audience:** *None.*
2. **Presentation of the MADD Hero and MADD Officer of the Year Award.** *Trishia Clegg, the Affiliate Executive Director for the Illinois Chapter of Mother's Against Drunk Driving presented the MADD Hero and Officer of the Year awards to Officer Stafiej.*
3. **Resolution No. 2739 Honoring Matt Harrison on his 30th Anniversary of Employment with the Police Department.**
Resolution read by Trustee McCarthy and approved.
4. **Resolution No. 2740 Honoring Charles McGuire on his 25th Anniversary of Employment with the Police Department.**
Resolution read by Trustee Frusolone and approved.
5. **Proclamation Designating October Breast Cancer Awareness Month.**
Proclamation read by Trustee Gieser.

PUBLIC HEARINGS:

CONSENT AGENDA:

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

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

1. Conservation Foundation's Conservation in our Community Program.
2. Approval of payment to the DuPage County Collector in the amount of \$30,370.54 to refund TIF taxes overpaid to the Village.
3. FOP Contract Schedule Amendment.
4. WRC Aeration System Improvement Phase II-Change Order #1.
5. Award a Contract for Tree Trimming Services.
6. Ordinance No. 2014-10-47 annexing DuPage Auto Bath, 27W230 North Ave. into the Village of Carol Stream.
7. Ordinance No. 2014-10-48 zoning upon annexation, DuPage Auto Bath, 27W230 North Ave. to B-3 Service District.
8. Ordinance No. 2014-10-49 granting special use permits and variations for DuPage Auto Bath, 27W230 North Ave.
9. Resolution No. 2741 acceptance of new watermain easement, Wendy's, 424 S. Schmale Road.
10. Resolution No. 2742 acceptance of new watermain easement, Armanetti's, 370 S. Schmale Road.
11. Resolution No. 2743 acceptance of new watermain easement, Carol's Garden, 24W211 St. Charles Road.
12. Resolution No. 2744 acceptance of new watermain easement, Village Tavern, 291 S. Schmale Road.
13. Resolution No. 2745 acceptance of new watermain easement, Countryside Animal Clinic, 24W380 St. Charles Road.
14. Resolution No. 2746 acceptance of new watermain easement, Saigon Oriental Market, 606-632 St. Charles Road.
15. Resolution No. 2747 declaring surplus property owned by Public Works Department.
16. Payment of Regular & Addendum Warrant of Bills.
17. Treasurer's Report for month end August 31, 2014.

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

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and
McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

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

Conservation Foundation's Conservation in our Community Program:

The Village Board approved participation in the Conservation Foundation's Conservation in our Community Program and the \$1,000.00 financial commitment and letter of support.

Approval of payment to the DuPage County Collector in the amount of \$30,370.54 to refund TIF taxes overpaid to the Village:

The Village Board approved a refund to DuPage County in the amount of \$30,370.54 for the TIF taxes overpaid to the Village with regard to the Geneva Crossing Shopping Center/TIF District.

FOP Contract Schedule Amendment:

The Village Board approved the FOP contract schedule amendment allowing the Village to adjust officer work schedules on a trial basis, reduce overtime costs and allow greater opportunity for officers to use accrued leave time.

WRC Aeration System Improvement Phase II-Change Order #1:

The Village Board approved Change Order #1 to the WRC Aeration System Improvement Project in the amount of \$889.75.

Award a Contract for Tree Trimming Services:

The Village Board approved a contract to Steve Piper & Sons in the amount of \$47,968.00 for tree trimming services.

Ordinance No. 2014-10-47 Annexing Certain Territory into the Village of Carol Stream:

The Village Board approved Ordinance No. 2014-10-47 annexing DuPage Auto Bath property at 27W230 North Avenue.

Ordinance No. 2014-10-48 Zoning newly Annexed Territory upon Annexation to B-3 Service District:

The Village Board approved Ordinance No. 2014-10-48 zoning DuPage Auto Bath located at 27W230 North Avenue to B-3 Service District.

Ordinance No. 2014-10-49 Granting a Special Use Permit for an Auto Laundry, a Special Use Permit for Open Sales Lot, a Zoning Code Variation for Front Yard Setback and a Sign Code Variation for Menu Board Sign:

The Village Board approved Ordinance No. 2014-10-49 granting DuPage Auto Bath located at 27W230 North Avenue a Special Use Permit for an Auto Laundry, a Special Use Permit for Open Sales Lot, a Zoning Code Variation for Front Yard Setback and a Sign Code Variation for Menu Board Sign.

Resolution No. 2741, Acceptance of Schmale and St. Charles Road Watermain Easements:

The Village Board approved Resolution No. 2741, acceptance of new watermain easements along Schmale and St. Charles Roads for Wendy's, 424 S. Schmale Road.

Resolution No. 2742, Acceptance of Schmale and St. Charles Road Watermain Easements:

The Village Board approved Resolution No. 2742, acceptance of new watermain easements along Schmale and St. Charles Roads for Armanetti's, 370 S. Schmale Road.

Resolution No. 2743, Acceptance of Schmale and St. Charles Road Watermain Easements:

The Village Board approved Resolution No. 2743, acceptance of new watermain easements along Schmale and St. Charles Roads for Carol's Garden, 24W211 St. Charles Road.

Resolution No. 2744, Acceptance of Schmale and St. Charles Road Watermain Easements:

The Village Board approved Resolution No. 2744, acceptance of new watermain easements along Schmale and St. Charles Roads for Village Tavern, 291 S. Schmale Road.

Resolution No. 2745, Acceptance of Schmale and St. Charles Road Watermain Easements:

The Village Board approved Resolution No. 2745, acceptance of new watermain easements along Schmale and St. Charles Roads for Countryside Animal Clinic, 24W380 St. Charles Road.

Resolution No. 2746, Acceptance of Schmale and St. Charles Road Watermain Easements:

The Village Board approved Resolution No. 2746, acceptance of new watermain easements along Schmale and St. Charles Roads for Saigon Oriental Market, 606-632 St. Charles Road.

Resolution No. 2747, Declaring Surplus Property owned by the Village of Carol Stream:

The Village Board approved Resolution No. 2747 declaring surplus property now owned by the Public Works Department and seeks permission to sell and/or dispose of a Brother IntelliFax and HP Color Laser Jet Printer.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated October 6, 2014 in the amount of \$1,311,079.81. The Village Board approved the payment of the Addendum Warrant of Bills from September 16, 2014 thru October 6, 2014 in the amount of \$1,064,392.34.

Treasurer's Report: Revenue/Expenditure Statements and Balance Sheets for Month End August 31, 2014:

The Village Board received the Treasurer's Report for month end August 31, 2014.

Non Consent Agenda

Resolution No. 2748 to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation on Taxable Property for the Fiscal Year Beginning May 1, 2014, and ending April 30, 2015:

Trustee McCarthy stated the Village is required to levy this tax on behalf of the library and that it is not a tax levy for revenues received by the Village of Carol Stream.

The Village Board approved Resolution No. 2748 to record the determination of the Corporate Authorities of the Village of Carol Stream of the amounts of money estimated to be necessary to be raised by taxation on taxable property for the Fiscal Year beginning May 1, 2014 and ending April 30, 2015.

Trustee McCarthy moved and Trustee Frusolone made the second to approve these items. The results of the roll call vote were as follows:

Ayes: 5 Trustees LaRocca, Gieser, Frusolone, Weiss and McCarthy

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

Report of Officers:

Trustee Gieser congratulated Officer Stafiej for MADD Officer of the Year. He stated he enjoyed the Water Reclamation Center and Fire Protection District Open Houses this weekend. He thanked those who attended on Saturday. The Carol Stream Fire Protection District and Carol Stream Historical Society will be hosting an event on the history of the Fire Protection District on October 28, 2014 at Fire Station #28 in Carol Stream. On November 11, 2014 the 4th of July Parade Committee will be hosting a fundraiser at Culvers. Students in kindergarten through 5th grade who are Carol Stream residents can participate in the 2015 Village of Carol Stream vehicle sticker design contest. Details of the contest will be posted on the Village website and social media page. He will be a guest on WGN radio Wednesday night through Thursday morning playing songs performed by hockey players.

Trustee Frusolone thanked those who attended the Water Reclamation Center Open House. She thanked Phil Modaff, Todd Hoppenstedt and staff, Library, conservation foundation & Green Organics for their hospitality and efforts. Trustee Frusolone clarified that the facility being built at the Water Reclamation Center is a yard waste transfer facility and is not for solid waste. She stated she felt many residents are still confused about the facility.

Trustee LaRocca agrees with Trustee Frusolone's assessment of the yard waste transfer facility. He thanked Officer Stafiej for his awards from MADD and Officer Harrison for his 30 years of service and Office McGuire for his 25 years of service. He encouraged all women to get a check up during breast cancer awareness month. He asked residents to keep storm drains clean as leaves begin to fall.

Trustee McCarthy congratulated Officer Stafiej for his MADD awards. Next Monday the Park District is hosting "How to survive a zombie apocalypse" at Hampe Park for kids from 11 to 17 years old.

Village Manager Breinig stated the Village held a workshop tonight on comparison of Village of Carol Stream and 9 other Peer Communities on revenues, expenditures, debt, pension and staffing. Residents should be pleased with the Village of Carol Stream's operations and how well we compare to our peers.

Mayor Saverino commended the Police Department and Officer Stafiej for their efforts and awards. The Shape of Carol Stream was held on September 24, 2014. Remember to vote in November. Mayor Saverino asked Trustee Gieser to work with Trustee Weiss to continue the Shape of Carol Stream.

Trustee Weiss stated the following:

After two terms as a Trustee for the Village of Carol Stream, I have decided not to seek reelection to this office, or any other office, in 2015. My decision comes after several months of consideration and discussion with my family. I have concluded that this is the best decision for me, my family and our community. On September 19, 2014 I informed Mayor Frank Saverino personally of my decision and on September 23, 2014 I informed my fellow Village Trustees and Village Clerk Beth Melody by e-mail. I intend on serving the remainder of my term, which will end with the installation of a new Trustee in the Spring of 2015.

Increasing responsibilities in my position as the Director of Community Relations for the Village of Addison make it critical that I devote more time to my full-time job. These new areas of responsibility, along with my graduate degree studies in Public Administration at Northern Illinois University, are exciting and challenging. However it will be difficult for me to represent the people of Carol Stream both at Village Board meetings and at community functions.

In announcing my decision to not seek reelection, I hope that potential candidates for the office of Village Trustee will step forward who will be willing to serve our community. I am sure our new Trustee will find serving in elected office as much a rewarding experience as I have.

In closing I would like to thank my wife Lisa and our daughter Sydney as I campaigned for, and served in, office. The support of one's family is critical when entering elected office and am grateful for my family's love and understanding. I wish to thank the citizens of Carol Stream, my fellow elected officials and the Village staff for your friendship and support as we have worked to serve our community these past several years. I believe that my service to Carol Stream has been one of bringing forth new ideas, seeking quality and progressive development and serving as an independent voice for the people.

At 8:15 p.m. Trustee Weiss moved and Trustee McCarthy made the second to adjourn the meeting to Executive Session to discuss Section 2.C.11 of the Open Meetings Act, Pending Litigation. There will be no Village Board action following Executive Session and the meeting will adjourn thereafter. The results of the roll call vote were as follows:

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

Nays: 0

Absent: 1 Trustee Schwarze

The motion passed.

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village 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

October 13, 2014

Chairman Angelo Christopher called the Regular Meeting of the Combined Plan Commission/Zoning Board of Appeals to order at 7:00 p.m. and directed Secretary Linda Damron to call the roll. The results of the roll call vote were:

Present: Chairman Angelo Christopher and Commissioners Dee Spink, David Hennessey, and Dave Creighton.

Absent: Commissioners Frank Petella, James Joseph and John Meneghini.

Also Present: Bob Glees, Community Development Director, Linda Damron, Secretary and Swati Pandey, Development Service Technician.

MINUTES:

Commissioner Spink moved and Commissioner Hennessey made the second to approve the minutes of the meeting of August 25, 2014 with correction that Commissioner Creighton abstained from the vote to approve the July 14, 2014 minutes.

The results of the roll call vote were:

Ayes: 3 Commissioner Spink, Hennessey, and Creighton
Nays: 0
Abstain: 1 Chairman Christopher
Absent: 3 Commissioner Petella, Joseph and Meneghini

At this time Chairman Christopher started the Plan Commission / Zoning Board of Appeals meeting with the Presentation of Case No. 14255 - Key Interiors/Joe Cotton Ford -175 W. North Avenue.

PRESENTATION:

**Case # 14255 – Key Interiors/Joe Cotton Ford – 175 W. North Avenue
Gary and North Avenue Corridor Review**

Chairman Christopher swore in the witness, Dan Johnstone, Key Interiors, 11111 Franklin Avenue, Franklin Park, IL 60131. Mr. Johnstone explained that the Ford Company wanted continuity between their dealerships and that is why they are here tonight to request a Gary and North Avenue Corridor Review. He stated that they are proposing to install aluminum clad exterior across the front and the two sides of the main showroom area and to install a clad ring of aluminum around the service entrance and across the service area doors. He stated that they are also requesting to raise the center tower 4' to an overall height of 29' and to extend the façade on the east side four feet and on the west side eight feet. He stated that there will be no structural changes to the building and they will be installing a weather proof cladding over a water proof membrane. He stated that they are also requesting to make the front entrance ADA accessible by installing a ramp and doors that will have touch pads that will open automatically into the showroom. He stated that they will be also changing the signage to meet Ford's specifications.

Chairman Christopher asked if anyone from the audience had any questions.

There were no questions from the audience.

Chairman Christopher asked Mr. Glees for the staff report.

Community Development Director Bob Glees gave a summary of the staff report. Mr. Glees stated that the petitioner Key Interiors on behalf of Joe Cotton Ford was here to request a Gary and North Avenue Corridor Review approval for renovations to their building at 175 W. North Avenue. He stated what they are proposing is to upgrade the building with exterior renovations to bring the store up to Ford's national specifications. He stated that the work includes façade renovations, new wall signage, foundation landscaping to the front of the building and an ADA accessible ramp to the front door. He stated that included in the staff report is additional details regarding the North Avenue Corridor process and the architectural design that's being proposed.

Mr. Glees stated that staff has reviewed the request, and staff finds that the proposed building elevations meet the architectural recommendations and the requirements of the Corridor regulations. He stated that staff recommends approval subject to the conditions listed on page 3 of the staff report.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

Commissioner Spink wanted to know if the petitioner would wait until spring to plant the landscaping.

Mr. Johnstone stated that the planting of the landscaping would be done in the spring.

Commissioner Hennessey did not have any questions.

Commissioner Creighton asked if there were any height restrictions on the tower.

Mr. Glees stated that the height restriction in the zoning district is for every foot above 25' it adds a foot to the required yard setbacks, but yard setbacks are so large for this property that does not come into play.

Chairman Christopher wanted to know if the panels were going to be metal clad panels and would the panels be caulked. Chairman Christopher wanted to know if the panels would be installed with a clip system. Chairman Christopher also wanted to know if there would be structural steel supports under the panels.

Mr. Johnstone stated that the panels would be metal clad and would not be caulked. Mr. Johnstone said the panels would be installed with a clip system. Mr. Johnstone stated that there will be heavy gauge framing under the panels.

Commissioner Creighton moved and Commissioner Hennessey made the second to approve the request for the recommended approval for the Gary and North Avenue Corridor Review at 175 W. North Avenue subject to the conditions listed on page 3 of the staff report.

The results of the roll call vote were:

Ayes: 4	Chairman Christopher and Commissioner Spink, Hennessey, and Creighton
Nays: 0	
Abstain: 0	
Absent: 3	Commissioners Meneghini, Petella and Joseph

PUBLIC HEARING:

Commissioner Spink moved and Commissioner Creighton made the second to open the Public Hearing. The motion passed by unanimous voice vote.

**Case # 14213 – Village of Carol Stream – 500 N. Gary Avenue
Zoning Code Text Amendment – Limited Outdoor Seating**

Community Development Director Bob Glees gave a summary of the staff report. Mr. Glees reminded the Plan Commissioners that several months ago the Assistant Community Development Director Don Bastian asked the Plan Commissioners about a possible Text Amendment to allow for administrative review for limited outdoor seating for commercial properties and since that time staff has been working on developing a set of performance standards to bring back to the Plan Commission a text amendment that would allow an administrative approval under certain limited situations. He stated that in regards to background information restaurant operators periodically contact the Community Development Department to determine whether Village approval is required to set up an outdoor customer seating area. He stated that the in Zoning Code this is a Special Use Permit in the B-2 and B-3 District. He stated that for establishments that would like to have limited outdoor seating areas and do not offer the sale or consumption of alcoholic beverages staff believes that a formal Special Use review and approval may not be necessary, provided that such installations can be set up and maintained in accordance with reasonable design and performance standards. He stated that establishments with outdoor seating areas that offer the sale and consumption of alcoholic beverages would continue to require a Special Use Permit.

Mr. Glees stated that in developing the performance standards staff researched standards in other municipalities and staff found that most communities have developed standards for outdoor seating, and the regulations developed in the other communities mostly allowed outdoor seating for restaurants as a permitted accessory use.

Mr. Glees stated that what staff is proposing is a text amendment that would create a permitted use of limited outdoor seating, and an application process for zoning approval for limited outdoor seating that could be reviewed and approved by staff. He stated that what staff is proposing is that limited outdoor seating be a permitted use in the B-1 District, and then it would also be a permitted use in the B-2 and B-3 District. He stated that in order to obtain administrative approval the applicant would need to submit an application, with complete plans and details about the outdoor seating area. The applicant would also need to sign a copy of the Statement of Compliance, and provide a letter from the property owner approving the use on the property. He stated that the application would be reviewed by Village staff and upon satisfying all conditions, the applicant would receive a letter of approval from the Community Development Department and permission to allow Limited Outdoor Seating and would be subject to annual review and approval. He stated that the draft copies of the application and the Limited Outdoor Seating Statement of Compliance are included in the staff report. He stated that the performance standards for limited outdoor seating that staff has developed are listed on page 3 of the staff report.

Mr. Glees stated that the staff is proposing two Text Amendments. The first one being for Limited Outdoor Seating would read as follows:

(20) Limited Outdoor Seating, subject to the following performance standards and approval by the Community Development Director, or his or her designee:

- 1) Outdoor service or consumption of alcohol is prohibited.
- 2) Seating area shall be ancillary to a restaurant or a food service business.
- 3) Seating area shall only be located on a paved pedestrian access area or sidewalk immediately adjacent to the tenant space.

- 4) The seating area must be located outside of the required setbacks, parking spaces and landscape islands.

The second Text Amendment would be to make a necessary change to the Special Use that is already included in the zoning code would read as follows:

- 17) Outdoor seating, ancillary to a restaurant, tavern, or a food service business, permitting the service and consumption of alcohol or not in compliance with the standards of Limited Outdoor Seating.

Mr. Gles reminded the Plan Commissioners that any establishment wanting an outdoor seating area that permitted the service and consumption of alcohol would need a Special Use Permit.

Chairman Christopher asked if any of his fellow Commissioners had any questions.

After a discussion the Plan Commission decided to table the Text Amendment until a later meeting. The Plan Commissioners asked staff to look into the following items:

- Health Department requirement for a water spigot for wash downs.
- Installation of bollards for safety.
- How the tables and chairs will be secured after business hours.

Commissioner Creighton moved and Commissioner Hennessey made the second to table the request for Zoning Code Text Amendment.

The results of the roll call vote were:

Ayes: 4 Chairman Christopher and Commissioner Spink, Hennessey, and Creighton
 Nays: 0
 Abstain: 0
 Absent: 3 Commissioners Joseph, Meneghini and Petella

Commissioner Hennessey moved and Commissioner Creighton made the second to close the Public Hearing. The motion passed by unanimous vote.

NEW BUSINESS:

Commissioner Spink moved and Commissioner Hennessey made the second to cancel the October 27, 2014 meeting. The motion passed by unanimous vote.

ADJOURNMENT:

At 7:45 p.m. Commissioner Spink moved and Commissioner Hennessey made the second to adjourn the meeting. The motion passed by unanimous vote.

FOR THE COMBINED BOARD

Recorded and transcribed by,

 Linda Damron
 Community Development Secretary

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

 Chairman

**A RESOLUTION RECOGNIZING ROBERT MELLOR ON
THIRTY YEARS OF EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, Robert (Bob) Mellor was hired as an Administrative Assistant in the Administration Department on October 29, 1984; and

WHEREAS, Bob Mellor was promoted to the position of Assistant to the Village Manager in the Administration Department on March 17, 1986; and

WHEREAS, Bob Mellor was promoted to Assistant Village Manager in the Administration Department on May 1, 1989; and

WHEREAS, Bob Mellor served as Acting Village Manager while the Village was seeking to fill the Village Manager's position in 2002; and

WHEREAS, during his thirty year tenure, Bob has worked with three Mayors, many Trustees, two Village Managers and countless co-workers; and

WHEREAS, Bob has primary responsibility for municipal buildings and grounds including the Town Center, information services, labor relations matters, risk management and loss control, and special projects including but not limited to water tower leases for cell sites and municipal electric aggregation; and

WHEREAS, Carol Stream is a better community as a result of the professionalism, competency, talent and dedication Bob brings to his work daily.

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

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

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

PASSED AND APPROVED THIS 20th DAY OF October 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

PROCLAMATION

AGENDA ITEM
C-4 10-20-14

Designating October Filipino-American History Month

WHEREAS, on October 18, 1587, a Spanish galleon arrived on the shores of California's pacific coast near what is now Morro Bay to explore the New World; and

WHEREAS, in 1765, the first wave of Filipino immigrants arrived in southeastern Louisiana at St. Malo in St. Bernard Parish signaling the start of Filipino Americans investment in their new country that included many contributions in the arts, culture, science, medicine, education and technology; and

WHEREAS, Filipino Americans have honorably served in all the branches of the U.S. Armed Forces dating back to the War of 1812 and including the Civil War, World War I & II up to the current conflicts in both Iraq and Afghanistan; and

WHEREAS, Filipino Americans comprise the second largest Asian American population in the nation and efforts continue to conduct a more complete history that thoroughly chronicles the countless contributions Filipino Americans have made to our great nation; and

WHEREAS, the Filipino American National Historical Society Midwest Chapter, the Filipino American Historical Society of Springfield, Illinois and other Filipino American organizations throughout the state will sponsor various events and activities during October to celebrate the rich cultural heritage of Filipino Americans of all walks of life.

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

October 2014 Filipino American History Month

in Carol Stream in recognition of the contributions of Filipino Americans to our state and our nation, and in recognition of Filipino Americans who call Carol Stream home.

PROCLAIMED this 20th DAY of OCTOBER 2014.

Frank Saverino Sr. - Mayor

Beth Melody, Village Clerk

RESOLUTION NO. 2750

**A RESOLUTION RECOGNIZING MIKE KRAUSER ON
TWENTY-FIVE YEARS OF EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, Mike Krauser was hired as a Water & Sewer Employee III on July 25, 1988, in the Public Works Department; and

WHEREAS, Mike Krauser was promoted to the position of Water & Sewer Employee II on July 25, 1996; and

WHEREAS, Mike voluntarily accepted a temporary promotion to Water & Sewer Employee I for a period of six months during 2013 and during that time ably led fellow employees responsible in the delivery of safe drinking water and reliable sewer services; and

WHEREAS, Mike has performed most every job in the Water and Sewer Division and excels in the areas of customer service during water sampling, meter installation and emergency repair; and

WHEREAS, Mike is consistently available for and reliable in responding to overtime and emergency work; and

WHEREAS, Carol Stream is a better community as a result of the professionalism, competency, talent and dedication Mike brings to his work daily.

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

SECTION 1: Mike Krauser is hereby recognized and commended for twenty-five years of dedication and service to the Village of Carol Stream.

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

PASSED AND APPROVED THIS 20th DAY OF October 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. 2751

**A RESOLUTION RECOGNIZING KEITH PAGLIA ON
TWENTY-FIVE YEARS OF EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, Keith Paglia was hired as a Public Works Employee III in the Public Works Department on September 19, 1988; and

WHEREAS, Keith Paglia was promoted to the position of Public Works Employee II in the Public Works Department on July 23, 1990; and

WHEREAS, Keith Paglia was promoted to Public Works Employee I in the Public Works Department on July 1, 2010; and

WHEREAS, Keith Paglia has served throughout his career with distinction for his commitment to public service and maintenance of high standards; and

WHEREAS, during his twenty-five year tenure, Keith's dedication and hard work have been recognized through promotion and numerous letters of appreciation from his supervisors; and

WHEREAS, since July 2010 Keith has worked effectively in a supervisory capacity and has helped train several new employees and promoted the growth and development of others under his supervision; and

WHEREAS, Carol Stream is a better community as a result of the professionalism, competency, talent and dedication Keith brings to his work daily.

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

SECTION 1: Keith Paglia is hereby recognized and commended for twenty-five years of dedication and service to the Village of Carol Stream.

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

PASSED AND APPROVED THIS 20th DAY OF October 2014.

AYES:

NAYS:

ABSENT:

ATTEST:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

RESOLUTION NO. 2752

**A RESOLUTION RECOGNIZING MIKE TIJERINA ON
TWENTY YEARS OF EMPLOYMENT WITH THE VILLAGE OF CAROL STREAM**

WHEREAS, Mike Tijerina was hired as a Water & Sewer Employee III in the Public Works Department on June 1, 1993; and

WHEREAS, Mike Tijerina was promoted to the position of Water & Sewer Employee II in the Public Works Department on June 1, 2008; and

WHEREAS, Mike consistently and reliably performs his duties, often taking on some of the most difficult and physically challenging tasks of the Water and Sewer Division; and

WHEREAS, during his twenty-year tenure Mike has ably performed most every job in the Water & Sewer Division and is a valued and knowledgeable member of the division; and

WHEREAS, Carol Stream is a better community as a result of the professionalism, competency, talent and dedication Mike brings to his work daily.

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

SECTION 1: Mike Tijerina is hereby recognized and commended for twenty years of dedication and service to the Village of Carol Stream.

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

PASSED AND APPROVED THIS 20th DAY OF October 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor


ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director 

DATE: October 14, 2014

RE: **Partial Bond Call (Redemption) – Geneva Crossing TIF Bonds**

Background

The Geneva Crossing Shopping Center project came to fruition through the establishment of a tax increment financing district and the issuance of \$4,690,000 in TIF bonds in 1997 to facilitate site acquisition costs. The term of the original bonds was 20 years which were scheduled to retire on January 1, 2017. These bonds were refinanced in 2005 to produce interest savings and to restructure the debt to better conform with cash flows produced by the development. The current debt has a final maturity date of December 30, 2021, 5 years later than the original bonds.

These bonds do not represent a general obligation of the Village and are only secured by incremental property tax revenue produced by the property owners and by a portion of the sales taxes generated within the TIF.

Based on the covenants contained in the bonds, the first opportunity for early redemption/call, was on December 30, 2013. All or a portion of the bonds can be called at any time after that date.

Current Status

Since the initial call date, we have been paying very close attention to the performance of the TIF (especially since the anchor tenant Dominick's closed last December) with the objective of determining whether all or a portion of the bonds could be retired early. This of course would provide the opportunity of closing the TIF early as well.

The attached **Exhibit A** shows the current cost of fully retiring the bonds as of this coming December 30, 2014 at \$2,468,480. As the calculations indicate, projected cash balances within the TIF fund are insufficient to fully retire the bonds by about \$110,000. Even if we had the additional \$110,000, I would not recommend fully retiring the bonds at this point as there still is a likely chance of future adverse property tax appeals which would require additional reserve balances. As you know, the Village was very recently required to rebate to DuPage County just over \$30,000 stemming from a successful 2011 assessment appeal by the owner of the Dominick's property.

Given that there are still pending appeals within the TIF, and there will likely be more in future years, we need to ensure there are sufficient TIF funds on hand to cover these appeals. If there are not, Village funds are at risk. Once the debt has been paid off completely and we are assured that all pending appeals have been closed, we can then entertain closing out the TIF.

Recommendation

Given that current TIF reserves total nearly \$2.4 million and that we are currently paying 5.00% interest on the last 3 years of bonds maturing in 2019, 2020 and 2021 (and that we are earning close to 0.00% interest on TIF funds held in the trust), I would recommend we redeem/call these bonds in conjunction with the next scheduled principal and interest payment date on December 30, 2014. The cost of this redemption to the TIF (after the regularly scheduled principal and interest payment) is \$1,015,000. The effect of this redemption is highlighted on attached **Exhibit B** and will achieve the following:

1. This will shorten the remaining life of the bonds by 3 years, from a final maturity date of December 30, 2021 to December 30, 2018, only 2 years longer than the original maturity date on the 1997 bonds (rather than 5).
2. This will result in about a 69% reduction in all future interest costs to the TIF, **a total interest savings of \$306,250**. This savings will expedite the closing of the TIF and will ultimately put more funds in the hands of other taxing bodies within the TIF sooner, rather than using tax dollars to pay interest to bondholders.
3. The TIF will continue to have healthy reserve balances in excess of \$1.0 million, sufficient to meet future debt service payments as well as adverse assessment adjustments.
4. Completing the debt obligations (and TIF) sooner, will free up sales taxes previously dedicated to the TIF which will benefit Village revenues.
5. The opportunity will still be open to the Village to continue to reduce or fully eliminate the remaining debt in a subsequent year if demonstrated to be financially feasible.

This item will be placed on the October 20, 2014 Village Board agenda for review and consideration. Assuming approval, staff will have adequate time to coordinate the proposed redemption with the bond Trustee prior to December 30th. Please let me know if you have any questions.

VILLAGE OF CAROL STREAM
 DUPAGE COUNTY, ILLINOIS

EXHIBIT A

SENIOR LIEN TAX INCREMENT REVENUE REFUNDING BONDS
 (GENEVA CROSSING PROJECT) SERIES 2005
 SCHEDULE OF DEBT SERVICE TO MATURITY ON BONDS

October 1, 2014

Date	Principal	Rate of Interest (%)	Interest	Total Debt Service	Fiscal Debt Service	Principal	Interest	Projected Payoff Amount
12/30/14	255,000.00	4.60%	58,480.00	313,480.00	371,960.00	255,000	5,865	
06/30/15	-		52,615.00	52,615.00		-		
12/30/15	265,000.00	4.70%	52,615.00	317,615.00	370,230.00	265,000	6,228	
06/30/16	-		46,387.50	46,387.50		-		
12/30/16	280,000.00	4.70%	46,387.50	326,387.50	372,775.00	280,000	6,580	
06/30/17	-		39,807.50	39,807.50		-		
12/30/17	290,000.00	4.80%	39,807.50	329,807.50	369,615.00	290,000	6,960	
06/30/18	-		32,847.50	32,847.50		-		
12/30/18	305,000.00	4.90%	32,847.50	337,847.50	370,695.00	305,000	7,473	
06/30/19	-		25,375.00	25,375.00		-		
12/30/19	320,000.00	5.00%	25,375.00	345,375.00	370,750.00	320,000	8,000	
06/30/20	-		17,375.00	17,375.00		-		
12/30/20	340,000.00	5.00%	17,375.00	357,375.00	374,750.00	340,000	8,500	
06/30/21	-		8,875.00	8,875.00		-		
12/30/21	355,000.00	5.00%	8,875.00	363,875.00	372,750.00	355,000	8,875	
	<u>\$2,410,000.00</u>		<u>\$ 505,045.00</u>	<u>\$2,915,045.00</u>		2,410,000	58,480	\$ 2,468,480

Estimated Cash on Hand

As of Aug 31, 2014	\$ 2,192,129
Taxes In	197,694
Tax Rebate (DPC)	<u>(30,371)</u>
	\$ (2,359,452)

Approx. Cash Short of Full Defeasance \$ 109,028

VILLAGE OF CAROL STREAM
DUPAGE COUNTY, ILLINOIS

EHIBIT B

SENIOR LIEN TAX INCREMENT REVENUE REFUNDING BONDS
(GENEVA CROSSING PROJECT) SERIES 2005
SCHEDULE OF DEBT SERVICE TO MATURITY ON BONDS

October 1, 2014


Future Interest Payments after 12/13/14 by Maturity

Date	Principal	Rate of Interest (%)	Interest	Total Debt Service								Total		
					\$ 265,000 4.7%	\$ 280,000 4.7%	\$ 290,000 4.8%	\$ 305,000 4.9%	\$ 320,000 5.0%	\$ 340,000 5.0%	\$ 355,000 5.0%			
12/30/14	255,000.00	4.60%	58,480.00	313,480.00										
06/30/15	-		52,615.00	52,615.00	\$ 6,228	\$ 6,580	\$ 6,960	\$ 7,473	\$ 8,000	\$ 8,500	\$ 8,875	\$ 8,875	\$ 52,615.00	
12/30/15	265,000.00	4.70%	52,615.00	317,615.00	6,228	6,580	6,960	7,473	8,000	8,500	8,875	8,875	52,615.00	
06/30/16	-		46,387.50	46,387.50		6,580	6,960	7,473	8,000	8,500	8,875	8,875	46,387.50	
12/30/16	280,000.00	4.70%	46,387.50	326,387.50		6,580	6,960	7,473	8,000	8,500	8,875	8,875	46,387.50	
06/30/17	-		39,807.50	39,807.50			6,960	7,473	8,000	8,500	8,875	8,875	39,807.50	
12/30/17	290,000.00	4.80%	39,807.50	329,807.50			6,960	7,473	8,000	8,500	8,875	8,875	39,807.50	
06/30/18	-		32,847.50	32,847.50				7,473	8,000	8,500	8,875	8,875	32,847.50	
12/30/18	305,000.00	4.90%	32,847.50	337,847.50				7,473	8,000	8,500	8,875	8,875	32,847.50	
06/30/19	-		25,375.00	25,375.00					8,000	8,500	8,875	8,875	25,375.00	
12/30/19	320,000.00	5.00%	25,375.00	345,375.00					8,000	8,500	8,875	8,875	25,375.00	
06/30/20	-		17,375.00	17,375.00						8,500	8,875	8,875	17,375.00	
12/30/20	340,000.00	5.00%	17,375.00	357,375.00						8,500	8,875	8,875	17,375.00	
06/30/21	-		8,875.00	8,875.00							8,875	8,875	8,875.00	
12/30/21	355,000.00	5.00%	8,875.00	363,875.00							8,875	8,875	8,875.00	
	<u>\$ 2,410,000.00</u>		<u>\$ 505,045.00</u>	<u>\$ 2,915,045.00</u>	\$ 12,455	\$ 26,320	\$ 41,760	\$ 59,780	\$ 80,000	\$ 102,000	\$ 124,250	\$ 124,250	\$ 446,565.00	

Estimated Cash On Hand	\$ 2,359,452
Less:	
P&I Due 12/30/14	(313,480)
Redeem 12/30/19	(320,000)
Redeem 12/30/20	(340,000)
Redeem 12/30/21	(355,000)
Estimated Cash After 3 Year Redemption	<u>\$ 1,030,972</u>

Future Interest Savings if Redeem 2019-2021 CUSIPS \$ 306,250

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: Philip J. Modaff, Director of Public Works 
DATE: October 15, 2014
RE: Approval of Independent Contractor Agreements -- Snowplowing Contractors

As in past years, the Public Works Department plans on utilizing contractors to assist in snow removal efforts during the 2014-15 winter season. Contractor services are included in the current budget in the total amount of \$240,000. We have solicited agreements (sample attached) with the following snow removal contractors and have scheduled a mandatory pre-season meeting for November 7, 2014:

- S & S Maintenance
- AJD Construction & Concrete
- D & M Services
- KCG Management LLC.

The Village increased the equipment rates by five percent (5%) in 2012 following three years with no increase. The rates shown below are proposed with no increase for the coming year:

EQUIPMENT	FULL RATE	TRAVEL RATE
Pick-up truck	\$ 71.95/hr	\$25/hr
Single-axle truck	\$ 74.55/hr	\$25/hr
Skid steer	\$ 84.00/hr	\$28/hr
Tandem truck	\$117.50/hr	\$25/hr
2/2.5 cubic yard loader	\$135.50/hr	\$28/hr
3 cubic yard loader	\$162.75/hr	\$28/hr
Backhoe/loader	\$ 87.00/hr	\$28/hr

I recommend that the Village Board approve a Motion approving Independent Contractor Agreements for Snow Plowing with the firms and at the rates listed above.

Attachments



Village of Carol Stream

PUBLIC WORKS DEPARTMENT

• 124 GERZEVSKE LANE • CAROL STREAM, ILLINOIS 60188-2046
(630) 871-6260 • FAX (630) 462-3650 • PUBLICWORKS@CAROLSTREAM.ORG

FRANK SAVERINO, SR., MAYOR • BETH MELODY, CLERK • JOSEPH E. BREINIG, MANAGER

September 22, 2014

Snow Plowing – Village of Carol Stream – Winter 2014-15

Winter is approaching quickly and we have been preparing our equipment, reviewing our routes and making some minor adjustments to the program. Another critical element to our successful efforts is the many contractors that are a part of the team. I am pleased that you are interested in joining us this year to partner in delivering top-notch snow fighting services to our community.

We have made a number of changes to our in-house snow efforts over the past year, and we have reduced the number of contractors from six down to four. I have scheduled a meeting to explain how this might affect our operations as a whole, and take the opportunity to thank you for your commitment to us this upcoming season. It truly adds to our overall success in providing this vital service to the members of our community. We will also address any questions you may have and confirm that we have all of the necessary paper work to get started. **This mandatory meeting is scheduled for Friday, November 7th, at 10:00 am, at the Public Works Center (124 Gerzevske Lane).** Only one representative from each firm is required to attend, and the meeting should last no more than one hour.

In order to prepare you for the meeting and the upcoming season, enclosed are the following documents that must be returned no later than the November 7th meeting:

- Certification of Eligibility for public contracting
- Snowplowing contractor information form
- Hold Harmless Agreement
- Independent Contractor's Agreement

In addition, the following important information is provided for your reference:

- Insurance requirements
- Tentative zone assignments and list of requested equipment for each zone

**SNOW AND ICE CONTROL
CONTRACTOR RATES (Equipment & Labor)**

The following rates will be paid by the Village of Carol Stream to contractors. *Please note there will be no equipment rate increase for the coming season.*

EQUIPMENT	FULL RATE	TRAVEL RATE
Pick-up truck	\$ 71.95/hr	\$25/hr
Single-axle truck	\$ 74.55/hr	\$25/hr
Skid steer	\$ 84.00/hr	\$28/hr
Tandem truck	\$117.50/hr	\$25/hr
2/2.5 cubic yard loader	\$135.50/hr	\$28/hr
3 cubic yard loader	\$162.75/hr	\$28/hr
Backhoe/loader	\$ 87.00/hr	\$28/hr

At the mandatory meeting on November 7th we will review program requirements, including the following:

- At callout by Public Works Department, contractor is allowed one hour pay at travel rate to get men and equipment operational.
- A representative from each Contractor shall call or text Todd Hoppenstedt, Superintendent of Operations (630-429-5733), to check in. This report-in starts full rate time clock for billing purposes.
- Payment will not be made for units while under repair.
- Billing shall be submitted every two weeks, when applicable.
- Contractors should only keep plows down on the curb edge of the roadway when traveling between assignments. No plowing in the center is necessary.
- Contractors will be expected to push back corners at intersections.

Again, thank you for your interest in working with us this year. We are looking forward to another very successful season. Don't forget to submit all the required materials by the mandatory meeting on November 7th. If you are unable to send a representative to the meeting, please contact me immediately.

Sincerely,

Todd Hoppenstedt
Superintendent of Operations

Village of Carol Stream

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM
PUBLIC CONTRACTING DUE TO BID-RIGGING OR
BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5, par. 33E-3, 33E-4) and

WHEREAS, 720 ILCS 5, par. 33E-11 requires bidders and contractors to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW, THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,

(Individual, firm, corporation or other entity)

is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of 720 ILCS 5. The undersigned also certifies that no officers or employees of the bidder or contractor have been so convicted and that the bidder or contractor is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above-named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to entering into any contract therewith.

DATE: _____

BY: _____

ATTEST:

(SEAL)

**VILLAGE OF CAROL STREAM
SNOW PLOWING CONTRACTOR INFORMATION**

COMPANY NAME: _____

PRIMARY CONTACT NAME: _____

SECONDARY CONTACT NAME: _____

COMPANY ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Please provide the phone numbers below where you (or your representative) can be reached at any time of the day or night in order to be called out for plowing:

PRIMARY: _____

SECONDARY: _____

OTHER(S): _____

TELEPHONE NUMBERS

<u>DRIVERS' NAMES</u>	<u>PRIMARY PHONE</u>	<u>SECONDARY PHONE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL EQUIPMENT AVAILABLE:

<u>Description</u>	<u>How Many?</u>
_____	_____
_____	_____
_____	_____

HOLD HARMLESS AGREEMENT

We, _____, _____ agree to protect, indemnify, save and keep harmless the Village of Carol Stream, its officers, and employees against and from any and all loss, cost damage or expense, arising out of or from any accident or other occurrence arising out of the performance of this contract by contractor, causing injury to any person or property whomever and whatsoever and will protect, indemnify and save and keep harmless the above mentioned parties from any and all claims, costs or expense arising out of any failure of the contractor in any respect to comply with and perform all the requirements and provisions agreed to and required by any law or ordinance, during period November 15, 2014 through April 30, 2015.

BY: _____

TITLE: _____

INDEPENDENT CONTRACTOR'S AGREEMENT (page 1 of 2)

THIS AGREEMENT entered into by and between _____
herein referred to as the "*First Party*"; and the **VILLAGE OF CAROL STREAM**, 500 North Gary Avenue,
DuPage County, Illinois, hereinafter referred to as the "*Second Party*".

WHEREAS, "*First Party*" will be performing various work under contracts with the said "*Second Party*" entered into and to be entered into from time to time, which work will be performed on and/or off the premises of the "*Second Party*" and said "*First Party*" may have subcontractors or one or more employees engaged in the performance of said work:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the "*First Party*" hereby agrees:

1. To comply with all laws, regulations and rules promulgated by any Federal, State, County, Village and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work to which reference is made above. Included within the scope of the laws, regulations and rules referred to in this paragraph but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate and Interstate Commerce Commissions regulations, Workmen's Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, FEPC or FEOC statutory provisions and rules and regulations.
2. To protect, indemnify, hold and save harmless and defend the "*Second Party*" against any and all claims, costs causes, actions and expenses, including but not limited to attorney's fees incurred by reason of a lawsuit or claim for compensation arising in favor of any person, including the employees or officers or independent contractors or subcontractors of the first and second parties, on account of personal injuries or death, or damages to property occurring, growing out of, incident to, or resulting directly or indirectly from the performance by the "*First Party*" hereunder, whether such loss, damage, injury or liability is contributed to by the negligence of the "*Second Party*" whether latent or patent, or from other causes whatsoever, except that the "*First Party*" shall have no liability or damages or the costs incident thereto caused by the sole negligence of the "*Second Party*".
3. To keep in force, to the satisfaction of the "*Second Party*", at all times during the performance of the work referred to above, Commercial General Liability Insurance and Automobile Liability Insurance with Bodily Injury limits of not less than \$1,000,000 and Property Damage Insurance with limits of not less than \$1,000,000. The "*First Party*" agrees that at any time upon the demand of the "*Second Party*" proof of such insurance coverage as will be submitted to the "*Second Party*". There shall be no additional charge for said insurance to the "*Second Party*".
4. To maintain all records and documents for projects of the Public Body of the Village of Carol Stream in compliance with the Freedom of Information Act, 5ILCS 140/4 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the timeframes required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act, based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorney fees and penalties.
5. To furnish any affidavit or certificate, in connection with the work covered by this agreement as provided by law.

INDEPENDENT CONTRACTOR'S AGREEMENT (page 2 of 2)

6. To indemnify "Second Party" for any loss it may sustain by theft or other cause from the acts or negligence of the employees of the "First Party" or of the subcontractors.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the "First Party" shall have full control of the ways and means of performing the work referred to above and that the "First Party" or his/its employees, representative or subcontractors are in no sense employees of the "Second Party", it being specifically agreed that in respect to the "Second Party", the "First Party" bears the relationship of an independent contractor.

This agreement shall be in effect from the 15th day of November, 2014 through the 30th day of April, 2015.

IN WITNESS WHEREOF, THE PARTIES have executed this agreement this __ day of __ 2014

FIRST PARTY:

CONTRACTOR

SIGNED _____

BY: _____

TITLE: _____

SECOND PARTY:

VILLAGE OF CAROL STREAM

SIGNED: _____

BY: _____

TITLE: _____

INSURANCE

The Contractor shall provide and maintain in force, at no cost to the Village for the life of this contract, or any subsequent extension thereof, insurance coverage as follows:

<u>TYPE</u>	<u>MINIMUM COVERAGE</u>
A. Workmen's Compensation	Statutory State of Illinois
B. Comprehensive general and automobile liability and property damage. The Contractor shall defend, indemnify and save harmless the Owner, and all of their officers, agents, employees from all suits, actions or claims of any character brought for or on account of any injuries to or death or damages received by any person, persons or property resulting from the operations of the Contractor or any of its subcontracts, in prosecuting the work under this contract.	\$1,000,000 Combined Single Limit \$2,000,000 Aggregate Limit

NOTE: It is also required that the Contractor's insurer be subject to approval by the Village.

The Contractor will defend, indemnify and hold harmless the village of Carol Stream against any and all loss, damage, and expense for any injury to persons or damage to property arising out of, or in connection with, and for any loss or penalty resulting from the violation of any law or ordinance, by the Contractor, employees and/or subcontractors engaged by the Contractor. The Contractor shall defend, indemnify and save harmless and defend the Village of Carol Stream together with the officers, agents and employees of the Village, and each of them, from and against any and all claims, costs, expense and liability of every nature or kind, arising out of, or in any way connected with the operations of Contractor, its officers, agents, employees or any subcontractor under this agreement, specifically excepting those claims arising out of or contributed to by the negligence of the Village, its employees or agents.

Contractor agrees to provide certificates of insurance evidencing compliance with the insurance provisions of this contract.

Each contractor shall submit a Certificate of Insurance on an ISO approved form prior to commencing any work, indicating the Village of Carol Stream as an additional insured, as per the enclosed sample. The following items must be included on the Certificate of Insurance:

- Cancellation Clause must read as follows: "Should any of the above described policies be cancelled or modified before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."
- Certificate Holder must read: "Additional Insured: Village of Carol Stream, Its Officers, Employees & Independent Contractors, 500 N. Gary Avenue, Carol Stream, IL 60188"
- You must have at least \$1,000,000 of auto liability and \$1,000,000 of general liability.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 21 TO 20
(A.N.A. LIQUORS INC., D/B/A ECHO LIQUOR & LOTTO, 1420 ARMY TRAIL ROAD)
AND INCREASING THE NUMBER OF CLASS C LIQUOR LICENSES FROM 20 TO 21
(FAIR OAKS LIQUOR, INC. D/B/A FAIR OAKS LIQUOR, 1420 ARMY TRAIL ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by decreasing the number of Class C Liquor Licenses from twenty-one (21) to twenty (20) due to the closure of A.N.A. Liquors Inc. d/b/a Echo Liquor & Lotto located at 1420 Army Trail Road.

SECTION 2: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances, Classification of Liquor Licenses, be and the same is hereby amended by increasing the number of Class C Liquor Licenses from twenty (20) to twenty-one (21) due to the opening of Fair Oaks Liquor, Inc. d/b/a Fair Oaks Liquor located at 1420 Army Trail Road.

SECTION 3: This Ordinance amending Chapter 11 of the Code of Ordinances of the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears that title.

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

PASSED AND APPROVED THIS 20th DAY OF October, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CAROL STREAM CODE OF
ORDINANCES, CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2,
ALCOHOLIC LIQUOR DEALERS, SECTION 11-2-7, CLASSIFICATIONS OF
LICENSES, NUMBERED ISSUED, FEES
(CLASS R PARK DISTRICT RECREATION CENTER CATERER'S
LICENSE)**

WHEREAS, the Mayor and Board of Trustees have heretofore enacted regulations with respect to the sale of alcoholic liquor within the Village of Carol Stream and established classifications of liquor licenses for the retail sale of alcoholic liquor; and

WHEREAS, the Carol Stream Park District is desirous of holding Park District and private events at the Carol Stream Park District Recreation Center where both food and alcoholic liquor are provided by third party caterers; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to amend the provisions of the Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7, "Classifications of Licenses, Number Issued, Fees", as provided herein.

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 authority, as follows:

SECTION 1:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7, "Classification of Licenses; Number Issued, Fees", Subsections (O) and (P) are hereby re-designated and re-lettered as new Subsections (P) and (R) as follows:

11-2-7 CLASSIFICATION OF LICENSES; NUMBER ISSUED, FEES

(P) *Limitation on sales of alcoholic liquor.* Where this § 11-2-7, as a condition of issuance of the license, provides for a limitation on the sales of alcoholic liquor by percentage of gross retail sales, the license holder shall, upon the request of the Liquor Commissioner, provide evidence in a form satisfactory to the Liquor Commissioner that such percentage limitation on sales has not been exceeded.

(R) *Class V license.*

(1) A Class V license shall authorize holders of a Class A, Class B, Class F, Class I or Class N license to operate video gaming devices upon the licensed premises upon receipt of a video gaming license issued by the Illinois Gaming Board in accordance with the provisions of the Video Gaming Act, 230 ILCS 40/1 et seq.

(2) Not more than eight Class V licenses shall be issued. The annual fee for such license shall be \$500 for each terminal located upon the licensed premises. No more than five video gaming terminals shall be located on any premises issued a Class V license.

(3) Upon receipt of proof of the issuance of an Illinois video gaming license, the Village Clerk shall issue a video gaming sticker which shall be affixed to each video gaming terminal in a conspicuous place, readily identifiable upon public inspection. Video gaming stickers shall not be transferable. It is unlawful to operate a video gaming terminal in the village without a valid video gaming sticker affixed thereon.

(4) Any denial or revocation of a video gaming license application by the Illinois Gaming Board shall constitute a revocation of a Class V license.

(5) Every establishment issued a Class V license to operate video gaming shall comply with the provisions of the Illinois Video Gaming Act, 230 ILCS 40/1 et seq., and all rules, regulations and restrictions imposed by the Illinois Gaming Board.

(6) The operation of video gaming terminals shall be not be permitted during the hours alcoholic liquor sales are prohibited as provided in § 11-2-24.

(7) Video gaming shall be located in an area that is restricted to persons over 21 years of age.

SECTION 2:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-7, "Classification of Licenses; Number Issued, Fees", is hereby amended by adding a new Subsection (O) which shall read as follows:

(O) *Class R* (Park District Recreation Center Caterer's License) license, which shall authorize the retail sale or the service of alcoholic liquor by the holder of a Class A or B Licensee for consumption on the premises of the Carol Stream Park District Recreation Center in conjunction with the sale of food on the date of a catered event as specified herein. A class R license shall only allow service of alcoholic liquor on the date of catered Park District special events or private special events approved by the Park District where full multiple course meals or buffet style meals are served for consumption at tables, and at which alcoholic liquor may be served or sold with and incidental to the service of food by the Licensee. Any private special event must be approved by the Park District, be prearranged under the sponsorship of a particular person or organization, including but not limited to weddings, graduation parties and similar affairs and cannot be open to members of the general public. Alcoholic liquor shall be consumed only within the room used for the event and no alcoholic liquor shall be served to members of the general public or consumed in areas of the Recreation Center open to the general public or outside the Recreation Center building. No bar area devoted primarily to the service and consumption of alcoholic liquor shall be allowed. The sale and consumption of alcohol shall not be related to any commercial purpose or in connection with the sale of non-alcoholic products or to promote the sale of non-alcoholic products. A Class R

Licensee shall comply with all other requirements of this Article 2. The fee for such license shall be \$50.00 per day for an event the license is issued in the name of the licensee.

SECTION 3:

The Carol Stream Code of Ordinances, Chapter 11, "Intoxicating Liquor", Article 2, "Alcoholic Liquor Dealers", Section 11-2-24, "Hours, Days of Sale Regulated" is hereby amended to read:

§ 11-2-24 HOURS, DAYS OF SALE REGULATED.

(A) Except as provided herein, no person licensed under this article shall sell, permit to be sold or give away any alcoholic liquor between the following hours:

- (1) 2:00 a.m. and 7:00 a.m. on Saturdays and Sundays;
- (2) 3:00 a.m. and 7:00 a.m. on New Year's Day; and
- (3) 1:00 a.m. and 7:00 a.m. on all other days.

(B) In any premises for which a license to sell alcoholic liquors is held, all alcoholic liquor shall be removed from the tables of patrons, or other places at which patrons are seated, within 30 minutes after the applicable closing times set forth above. In addition, no alcoholic liquor shall be consumed on any such premises 30 minutes after the applicable closing time for such premises set forth above.

(C) With respect to K and L licenses only, mail, telephonically or electronically transmitted orders for sales of alcoholic liquor may be received at any time, but the delivery of alcoholic liquor to the customer shall not occur during the hours set forth in division (A) of this section.

(D) With respect to Class R Licenses, no person licensed under Section 11-24-7(O) shall sell, permit to be sold or give away any alcoholic liquor between the hours of 11:00 p.m. and 7:00 a.m. each day of the week.

SECTION 4:

Those sections, paragraphs and provisions of Chapter 11 of the Carol Stream Code of Ordinances which are not expressly amended or repealed by this Ordinance are hereby re-enacted, and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Carol Stream Code of Ordinances other than those expressly amended or repealed in Sections 1, 2 and 3 of this Ordinance.

SECTION 5:

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

SECTION 6:

The provisions of this ordinance shall be in full force and effect upon its passage, approval and publication, in accordance with law.

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES of the Village of Carol Stream, Illinois, at a regular meeting thereof held on _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ___ day of _____, 2014.

Frank Saverino, Sr., Mayor


(SEAL)

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Mayor and Trustees

FROM: Joseph E. Breinig, Village Manager 

DATE: October 8, 2014

RE: Class R. Liquor License

On April 21, 2014 Ordinance 2014-04-17 was approved creating the Class R Liquor License. The Class R license classification was created to permit the sale or service of alcoholic liquor at the Fountain View Recreation Center. Issuance of a license was limited to establishments currently in possession of a Class A or Class B liquor license issued by the Village of Carol Stream. To date no Class R licenses have been issued.

The annual fee for a Class R license was set at \$500.00. The Park District has advised that the fee is perceived as a barrier by Class A and Class B licenses because of the speculative nature of catering. The one-time fee was established for ease of administration for all parties-the Village, license and Park District.

Attached you will find an ordinance amending the fee from \$500.00 per year to \$50.00 per event. The ordinance also authorizes the Mayor as Local Liquor Commissioner to issue Class R licenses. All other provisions of Ordinance 2014-04-17 remain unchanged. The \$50.00 per event fee is the same as the state license required for the events. Applicants will continue to be current Class A or Class B licenses. Issuance by the Mayor will be needed because of the timing of events may not synchronize with the meeting schedule of the Village Board. Staff and the Park District believe this change will encourage licensed establishments to pursue catered events at the Recreation Center.

Staff recommends approval of the ordinance.

JEB/dk

Attachment

cc: Carol Stream Park District

KTJKLEIN, THORPE & JENKINS, LTD.
Attorneys at Law20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 644415010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506www.ktjlaw.com**MEMORANDUM**

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

FROM: James A. Rhodes, Village Attorney

DATE: October 15, 2014

**RE: AN ORDINANCE AMENDING THE CAROL STREAM CODE OF
ORDINANCES, CHAPTER 11, INTOXICATING LIQUOR, ARTICLE 2,
ALCOHOLIC LIQUOR DEALERS, SECTION 11-2-7, CLASSIFICATIONS
OF LICENSES, NUMBERED ISSUED, FEES (CLASS R PARK
DISTRICT RECREATION CENTER CATERER'S LICENSE)**

Attached you will find an ordinance that creates a new classification of liquor license for catered events that will be held at the Park District Recreation Center. The Park District would like to rent a portion of its Recreation Center for use at catered events such as wedding parties, graduation parties, showers, etc. In conjunction with these events the Park District would like to serve food and alcoholic beverages. This ordinance will provide the authorization to issue a liquor license for these events.

In Section One of the Ordinance, previous subsections (O) and (P) of Section 11-2-7 are redesignated subsections (P) and (R). There are no substantive changes to the subsections themselves.

Section Two creates the new liquor license a Class R license. A Class R license may be issued to the holder of a Class A or B liquor license and will authorize that licensee to sell alcoholic beverages when that licensee caters an event at the Park District Recreation Center. Liquor may be served only in conjunction with the service of meals and consumption is limited to the room or area in which the event is being held. The fee for this license will be \$50.00 per day of the event.

In Section Three, the provisions dealing with hours of operation have been amended by adding a new subsection D). This subsection provides that no alcoholic beverages may be served between the hours of 11:00 p.m. and 7:00 a.m. by the holder of a Class R license.

RESOLUTION NO. _____

**A RESOLUTION APPOINTING NEW MEMBERS TO
THE LOCAL YOUTH COUNCIL**

WHEREAS, Resolution No. 2161 adopted on November 7, 2005 created a Local Youth Council; and

WHEREAS, Shaun Bueno, Brianna Consalvo, Mike Consalvo, Matt Czarnecki, Carline Dayon, Sammy Dayon, Katelyn Foehner, Evan Gebhardt, Colin McCarthy, Janki Patel and Joe Tucek will no longer be serving on the Council; and

WHEREAS, the Mayor and Board of Trustees upon review of the names provided concur with the recommendation.

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

SECTION 1: Nicholas Malito-Glenbard North High School, Kaitlyn Czarnecki-West Chicago High School, and Bansari Patel-Glenbard North High School are hereby appointed to the local Youth Council.

SECTION 2: Shaun Bueno, Brianna Consalvo, Mike Consalvo, Matt Czarnecki, Carline Dayon, Sammy Dayon, Katelyn Foehner, Evan Gebhardt, Colin McCarthy, Janki Patel and Joe Tucek are hereby thanked for their service to the community.

SECTION 3: This Resolution shall be in full force and effect from and after its approval as provided by law.

PASSED AND APPROVED THIS 20TH DAY OF OCTOBER, 2014.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A LICENSE AGREEMENT FOR USE OF VILLAGE RIGHT-OF-WAY FOR
INSTALLATION AND MAINTENANCE OF AN UNDERGROUND FIBER OPTIC
TELECOMMUNICATIONS SYSTEM BETWEEN
THE VILLAGE OF CAROL STREAM AND VINAKOM COMMUNICATIONS, LLC.**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into a License Agreement with Vinakom Communications, LLC in the form of an Agreement attached hereto as Exhibit "A", and by this reference incorporated herein.

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

SECTION 1: That the Mayor and Village Clerk of the Village of Carol Stream be and the same are hereby authorized to execute the license agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 20th DAY OF October, 2014.

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James Knudsen, Director of Engineering Services 

DATE: October 16, 2014

RE: Right of Way (ROW) Use License Agreement -
Vinakom Communications, LLC

A fiber optic telecommunications company, Vinakom, has requested to utilize a portion of the Village's ROW to install, operate and maintain an underground conduit and fiber optic telecommunications system. The company will be installing the system throughout the Village's industrial park in two phases. Phase I includes the area bounded by Gary Avenue, Schmale Road, Lies Road and Fullerton Avenue. Phase II is bounded by Gary Avenue, Schmale Road, Fullerton Avenue and North Avenue. The fiber optic system will be used by business in the industrial area for private telephone service.

Vinakom has submitted signed copies of the license agreement which have been reviewed and found acceptable by the Village Attorney. See attached. This ten year renewable agreement specifies certain terms and conditions for permitting work, operation and maintenance of the system within Village ROW. Prior to issuing permits to installing conduit, cable and structures Vinakom must provide plans, \$2,000 license fee, certificate of insurance and a performance bond. The fee and plans have been provided. Upon review and approval of the plans and submission of the insurance certificate and performance bond the Village can issue ROW construction permits. Staff recommends approving the resolution authorizing a utility license agreement with Vinakom.

Cc: James A. Rhodes, Klein, Thorpe & Jenkins, Ltd.
Phil Modaff, Director of Public Works
William N. Cleveland, Assistant Village Engineer

LICENSE AGREEMENT

LICENSE AGREEMENT FOR USE OF VILLAGE RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF AN UNDERGROUND FIBER OPTIC TELECOMMUNICATIONS SYSTEM

This License Agreement ("Agreement") is entered into this 1st day of OCTOBER, 2014, by and between VINAKOM COMMUNICATIONS, LLC, 860 Remington Road, Schaumburg, IL 60173-4523, and its affiliates, (hereinafter "LICENSEE") duly authorized to conduct business in the State of Illinois, and the Village of Carol Stream, 500 N. Gary Avenue, Carol Stream, Illinois, 60185, an Illinois municipal corporation (hereinafter "VILLAGE")

RECITALS:

WHEREAS, the VILLAGE is authorized to grant, renew and revoke licenses for the use of the public right-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, the VILLAGE is the owner of certain real property located within its municipal boundaries and commonly known as the VILLAGE right-of-way, as more fully described in the Exhibits herein ("ROW"); and

WHEREAS, LICENSEE desires to utilize a portion of the ROW, such right-of-way more specifically and legally described and shown on the map attached hereto as **Exhibit "A"**, and made a part hereof, for the limited purpose of installation and maintenance of underground conduit and fiber optic telecommunications cables (the "System") underneath the ROW, subject to the provisions of this License Agreement; and

WHEREAS, the VILLAGE has the authority to enter into this License Agreement pursuant to its lawful, municipal authority and the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds that entering into this Agreement is in the best interests of the Village of Carol Stream, its residents, and the public; and

WHEREAS, LICENSEE is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken by virtue of the signature authorization attached hereto as **Exhibit "B"**, and made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants agreed to, and the monetary payments provided herein, the VILLAGE and LICENSEE agree as follows:

1. **PREAMBLES INCORPORATED:** The statements set forth in the preamble to this Agreement are incorporated into this Agreement as if set forth herein in full.
2. **LICENSE CREATED:** For and in consideration of the mutual covenants and monetary payments set forth herein, the VILLAGE grants a revocable license to the LICENSEE for use of

the ROW, to install, operate, and maintain the System, subject to the provisions of this Agreement.

3. **TITLE, BOUNDARIES AND CONDITIONS OF ROW:** It is understood and agreed that the VILLAGE makes no representations with respect to the condition of the title or boundaries of the ROW, and, accordingly, the VILLAGE shall not be held liable for any damages or liabilities resulting from any actions, legal or otherwise, that arise because of any adverse claims concerning title or boundary of the ROW. Further, the VILLAGE makes no guarantees or assurances regarding the condition of any other improvements or soils in the ROW. LICENSEE assumes all risks associated with the placement, operation and maintenance of the ROW and the suitability of the ROW for its System.
4. **TERM:** This Agreement shall be in effect for a period of ten (10) years from the date of execution. If LICENSEE wishes to renew its License, it shall, not more than 180 days nor less than 90 days before the expiration of this Agreement, submit a written request with the VILLAGE Manager for renewal of this License Agreement. The written request shall contain the information required by Chapter 12, Article 5 of the VILLAGE Code of Ordinances ("Code"), entitled "Construction of Utility Facilities in the Rights of Way", as amended, a copy of which is attached hereto as **Exhibit "C"**. The VILLAGE Board will review the request and may renew the License Agreement after considering the factors set forth in Section 12-5-4 and 12-5-5, as amended. The License Agreement will not be renewed until any ongoing defaults or violations of the Agreement have been cured or the VILLAGE has approved the LICENSEE's corrective action plan to cure a default.
5. **LICENSE AND REGISTRATION FEES:** LICENSEE agrees to pay a one-time license fee of Two-Thousand Dollars (\$2,000.00) as reimbursement for the VILLAGE's costs in connection with reviewing, inspecting and supervising the use and occupancy of the public ways on behalf of the public and existing or future users. LICENSEE agrees to register annually with the VILLAGE in accordance with Section 12-5-3 of the Code. This does not cover the engineering review and inspection costs for construction of the Vinakom facilities which activities and costs are set forth separately in Section 7 hereinbelow, and in the Code.
6. **SCOPE OF AGREEMENT:**
 - a. This Agreement shall permit the LICENSEE to temporarily utilize the ROW for the installation, operation and maintenance of the System. Nothing contained in this Agreement shall be construed to permit the LICENSEE to use any other property within the control of the VILLAGE unless expressly agreed to in writing by the VILLAGE.
 - b. Attached hereto as **Exhibit "D"** and incorporated herein are plans indicating the location of the System and its related facilities proposed by the LICENSEE pursuant to this Agreement. A new license agreement shall be required if LICENSEE desires to extend or locate its facilities in public ways not included in this Agreement.
7. **PERMITS REQUIRED:**

- a. The LICENSEE shall not perform any work on or in, or construct any facility or part of its System on, over, above, along, upon, under, across or within the ROW prior to obtaining the necessary permits from the VILLAGE, including, but not limited to, any permits, registration certificates, and/or licenses required by Section 12-5-4 and other applicable provisions of the Code and any other permission or approval required by a governmental entity with jurisdiction over the System or the ROW.
- b. The LICENSEE shall have the sole responsibility for the maintenance, repair, and security of its equipment, personal property, and improvements related to the System, and shall keep the same in good repair and condition during the term of this Agreement.
- c. No construction shall begin pursuant to a permit prior to attendance by the LICENSEE and all major contractors and subcontractors who will perform any work pursuant to the permit at a pre-construction meeting with the VILLAGE Engineer and other VILLAGE staff deemed appropriate by the VILLAGE. The pre-construction meeting will be held at a date, time and place designated by the VILLAGE. The meeting will be for the purpose of reviewing the work under the permit and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners. The VILLAGE staff shall have the right to waive this requirement, in writing, if otherwise satisfied with plans and representations made by LICENSEE prior to the commencement of any work.
- d. LICENSEE will submit a written construction schedule to the VILLAGE Engineer ten (10) working days before commencing any work in the ROW. The LICENSEE shall further notify the VILLAGE Engineer not less than two (2) working days in advance of any excavation or work in the public ways.
- e. LICENSEE agrees to pay the construction permit and inspection costs set forth in Section 12-5-4 of the Municipal Code, as amended.

8. **INSURANCE:**

- a. **Required coverage and limits:** The LICENSEE shall secure and maintain the following minimum levels of insurance coverage insuring the LICENSEE as named insured and the VILLAGE, and shall specifically name "*the Village of Carol Stream, Mayor and Board of Trustees, its officers, its elected and appointed officers, agents, employees, assigns, successors, licensees, invitees, volunteers or other persons or property standing in the interest of the Village*", as additional insureds on the policies listed below:
 - i. Commercial general liability insurance, including premises operations, explosion, collapse, and underground hazard (commonly referred to as "X", "C", and "U" coverages) and products-completed operations coverage with limits not less than:

Five million dollars (\$5,000,000) for bodily injury or death to each person and for property damage resulting from any one incident.

- ii. Five million dollars (\$5,000,000) for all other types of liability.
- iii. Automobile liability for owned, non-owned and hired vehicles with a combined single limit of three million dollars (\$1,000,000) for personal injury and property damage for each accident;
- iv. Worker's compensation with statutory limits; and
- v. Employer's liability insurance with limits of not less than one million dollars (\$1,000,000) per employee per accident.

If the LICENSEE is not providing such insurance to protect the contractors or subcontractors performing any work under this Agreement, then it shall require its contractors and subcontractors to comply with the insurance requirements of this Agreement and must include said requirements in its contracts with all contractors and subcontractors.

- b. Excess or Umbrella Policies: The coverages required herein may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella coverage becomes effective to cover such loss.
- c. Copies Required: Prior to commencing any work hereunder, and at all times thereafter during the term of this Agreement, the LICENSEE shall keep current copies of certificates evidencing the foregoing coverages required by this Agreement on file with the Village, and provide a copy of any certificate within ten (10) days of receipt of a written request from the VILLAGE.
- d. Maintenance and Renewal of Required Coverages: All coverage herein shall be primary insurance as to the Village, to the extent of LICENSEE's obligations hereunder. Further, the insurance policies required by this Agreement shall contain the following endorsement:

"It is hereby understood and agreed that written notice will be provided to the Village forty-five (45) days prior to any termination or cancellation of any coverage(s)."

In addition, LICENSEE must notify the VILLAGE within five (5) business days of receiving notice of cancellation or notice of non-renewal from its insurer. If such notice of cancellation or non-renewal is received by LICENSEE, LICENSEE shall obtain and furnish to the VILLAGE evidence of replacement insurance policies meeting the requirements of this Agreement no later than ten (10) days prior to cancellation or non-renewal.

- e. Self-Insurance: The LICENSEE may self-insure all or a portion of the insurance coverage and limit requirements of this Agreement. If the LICENSEE elects to self-insure, it shall provide the VILLAGE evidence sufficient to demonstrate its financial ability to self-insure the coverage and limit requirements of this Agreement.
 - f. Effect of Insurance and Self-Insurance on LICENSEE'S Liability: The legal liability to the VILLAGE or any person for any of the matters that are the subject of the insurance policies or self-insurance required by this Agreement shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.
 - g. Insurance Companies: All insurance provided pursuant to this Agreement shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size of "VII" or higher by A.M. Best Company.
9. **INDEMNITY/HOLD HARMLESS**: To the fullest extent permitted under Illinois law, LICENSEE agrees to defend, indemnify, protect, save and hold forever harmless, at LICENSEE'S own cost and expense, the VILLAGE and/or its officers, appointed and elected officials, Mayor and Board of Trustees, employees, agents, successors, licensees, invitees, volunteers from and against any and all injuries, liabilities, claims, damages, penalties, losses, causes of action, costs and expenses, including reasonable attorney's fees and costs of suit or defense, on account of any negligent act or omission, or willful misconduct of LICENSEE, its affiliates, officers, employees, agents, contractors or subcontractors arising out of or occurring in connection with the LICENSEE'S use of the ROW in its performance of the installation, construction, operation, maintenance, or repair or removal of the System, except to the extent caused by the negligence or willful misconduct of the VILLAGE.

It is further understood and agreed that the VILLAGE shall not be liable for any damages or injuries to any person or property arising from, growing out of, or incident to the construction, installation, operation and/or maintenance of the System for which this License is issued, except if such damages or injury are the result of VILLAGE'S own negligence or willful misconduct.

To the fullest extent permitted under Illinois law, the Village agrees to defend, indemnify, protect, save and hold forever harmless, at the Village's own cost and expense, the LICENSEE and/or its officers, directors, employees, agents, successors, and assigns from and against all injuries, liabilities, damages, penalties, losses, causes of action, costs and expenses, including reasonable attorney's fees and costs of suit or defense, on account of any negligent act or willful misconduct of the Village, its officers, appointed and elected officials, Mayor and Board of Trustees, employees, agents, successors, or volunteers arising out of or occurring in connection with the Village's performance of Sections 7 and 12 of this Agreement, except to the extent caused by the negligence or willful misconduct of the LICENSEE. This indemnification provided by the VILLAGE shall not act as a waiver to any immunity or defense available to an Illinois municipal corporation under the Local Governmental and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101 *et seq.*

IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO SPECIAL OR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, OR LOST INCOME ARISING FROM EITHER PARTY'S PERFORMANCE UNDER THIS LICENSE.

11. CONSTRUCTION AND PERFORMANCE BOND:

LICENSEE or its contractor shall provide and deposit with the VILLAGE a performance bond written by a corporate surety acceptable to the VILLAGE equal to at least 115% of the estimated cost (as reviewed and approved by the Village Engineer) of installing LICENSEE'S System within the public ways of the VILLAGE before construction and installation of the System is commenced. The construction bond shall remain in force until sixty (60) days after final completion of the work, as solely determined by the VILLAGE Engineer, including restoration of the ROW and other property affected by the construction. The construction bond shall guarantee, to the satisfaction of the VILLAGE:

- a. Timely completion of installation.
- b. Installation in compliance with applicable plans, permits, technical codes and standards.
- c. Proper location of the System as specified by the VILLAGE.
- d. Restoration of the ROW and other property affected by the construction.
- e. The submission of as-built drawings after completion of the installation as required by the Code.
- f. Timely payment and satisfaction of all claims, demands or liens for labor, material or services provided in connection with the installation of the System.

12. LICENSE SUSPENSION AND REVOCATION:

- a. VILLAGE Right to Revoke License: The VILLAGE may revoke or suspend the LICENSEE'S license created by this Agreement for one or more of the following reasons, as provided in Section 12-5-11 of the Code and by this Agreement:
 - i. Fraudulent, false, misrepresented, or materially incomplete statements in any permit, franchise, registration, or license application submitted to the VILLAGE;
 - ii. Non-compliance with the Code, or the material provisions of this Agreement;
 - iii. LICENSEE'S physical presence or presence of its System on, over, above, along, upon, under, across, or within the ROW presents a direct or imminent threat to the public health, safety, or welfare; or
 - iv. LICENSEE'S failure to construct, install, operate, or maintain its System in accordance with this Agreement and the related permits and approved plans.

- v. LICENSEE'S failure to relocate or remove facilities as required by this Agreement.
 - vi. LICENSEE'S failure to pay any tax that is due and owing as a result of the operation of the System.
- b. Notice of Revocation or Suspension: The VILLAGE shall send written notice of its intent to revoke or suspend the license created by this Agreement stating the reason or reasons for the revocation or suspension and the alternatives available to LICENSEE.
- c. LICENSEE Alternatives Upon Receipt of Notice: Upon receipt of written notice of revocation or suspension from the VILLAGE, the LICENSEE shall have the following options:
- i. Immediately provide the VILLAGE with evidence that no cause exists for the revocation or suspension;
 - ii. Immediately correct, to the satisfaction of the VILLAGE, the deficiencies stated in the written notice, providing written proof of such correction to the VILLAGE within five (5) working days after receipt of the written notice of revocation or suspension;
 - iii. Immediately remove the System from the ROW and restore the ROW at its own expense to the satisfaction of the VILLAGE and provide written proof of such removal to the VILLAGE within ten (10) days after receipt of the notice of revocation or suspension.
- d. Stop Work Order: In addition to the issuance of a notice of revocation or suspension, the VILLAGE may issue a stop work order immediately upon discovery of any of the reasons for revocation or suspension set forth in this Agreement.
- e. Failure or Refusal of LICENSEE to Comply: If the LICENSEE fails to comply with the provisions of this Agreement regarding revocation or suspension of the license created in this Agreement, the VILLAGE may:
- i. Correct the deficiencies;
 - ii. Upon not less than twenty (20) days written notice to the LICENSEE, remove the System from the ROW; or
 - iii. After not less than thirty (30) days written notice to the LICENSEE of failure to cure the non-compliance, deem the System abandoned and the property of the VILLAGE.

In all events, the LICENSEE shall be liable to the VILLAGE for all costs of removal of the System from the ROW and the cost of restoring the ROW to its original condition.

13. **GENERAL CONSTRUCTION STANDARDS AND METHODS:**

a. The LICENSEE agrees to perform all construction in the ROW in accordance with all applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in Sections 12-5-13 and 12-5-14 of the Code, as amended.

b. Interpretation of Municipal Standards and Principles: If a discrepancy exists between or among differing principles and standards required by this Agreement, the Director of Public Works shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Director of Public Works shall state which standard or principle will apply to the construction, maintenance, or operation of the System in the future.

c. LICENSEE also agrees to perform all construction in accordance with Section 12-5-15 of the Code.

d. LICENSEE agrees to notify the VILLAGE at least ten days prior to beginning any construction in the ROW, except in case of an emergency.

e. Upon the completion of the construction and prior to the release of any security or insurance certificate, the LICENSEE shall provide the VILLAGE with as-built drawings depicting the actual locations and sizes of all improvements within 30 days of the installation of the improvements. LICENSEE shall participate in the Joint Utility Locating Information for Excavators utility notification program with respect to any of LICENSEE'S facilities in the rights-of-way.

14. **GOVERNMENTAL REGULATIONS:** In its use of the ROW and any work to be performed thereon, LICENSEE shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the VILLAGE Municipal Code. In connection therewith, LICENSEE certifies as follows:

a. That any work to be performed on the ROW shall be in a good and workmanlike manner and in accordance with all applicable federal, State, and county laws and regulations and the VILLAGE codes, ordinances, and regulations, including but not limited to all local zoning ordinances and regulations, and other applicable codes.

b. That it is not barred from contracting with any unit of State or local government as a result of violating Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 33E-4).

c. That it shall comply with the Illinois Drug Free Work Place Act (30 ILCS 580/1 et seq.).

- d. That it shall comply with the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) and the Rules and Regulations of the Illinois Department of Human Rights.
 - e. That it shall comply with the Americans with Disabilities Act and Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.).
 - f. That any contracts entered into by LICENSEE relating to its use of the ROW shall require the contractor and its subcontractors to comply with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
 - g. That it shall comply with all applicable federal and State laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees.
15. **MAP OF SYSTEM:** The LICENSEE agrees that it shall provide the VILLAGE with an accurate map "as built" certifying the location of the System within the ROW within ten (10) days of completion of construction of the System. The map "as built" shall strictly comply with the plans approved by the VILLAGE for location of the System. The LICENSEE agrees that it shall update said map or maps on an annual basis.
16. **LOCATION OF SYSTEM:** The System shall be placed only in such locations as authorized by the VILLAGE. The System will not be placed in any location where it will require the relocation or displacement of any of the VILLAGE's utility facilities or will otherwise interfere with the operation or maintenance of any of the VILLAGE's utility facilities. The System will be placed so as to cause the least amount of possible impact upon and interference with the rights and convenience of other utility facilities located within the ROW or adjoining property owners. No part of the System may be placed in any location that interferes with usual travel on the ROW or in any location that limits visibility of or by users of the ROW. The location of the System shall comply with the remainder of the applicable requirements set forth in Sections 12-5-15 and 12-5-16 of the Code.
17. **DAMAGE TO SYSTEM:** Unless directly and proximately caused by the malicious acts of the VILLAGE, the VILLAGE shall not be liable for any damage to or loss of any telecommunications facility or the System within the public ways of the VILLAGE as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the public ways by or on behalf of the VILLAGE.
18. **LOCATION OF EXISTING FACILITIES:** LICENSEE shall contact J.U.L.I.E. and ascertain the presence and location of existing aboveground and underground facilities within the ROW to be occupied by its System. The VILLAGE will make its permit records available to the LICENSEE for the purpose of identifying possible facilities. When notified of an excavation or when requested by the VILLAGE or by J.U.L.I.E., the LICENSEE shall locate and physically mark its System's underground facilities within 48 hours, excluding weekends and holidays, in

accordance with the Illinois Underground Facilities Damage Prevention Act (220 ILCS 50/1 *et seq.*)

19. **SITE INSPECTION FOR UTILITIES:** LICENSEE acknowledges that it has inspected the ROW for transmission of oil, gas, utilities, etc. by other persons across, under or on said ROW, and accepts the ROW in "As Is, Where Is" condition, including any environmental conditions, with no representation or warranty as to prior or existing use or condition of said ROW or the suitability of the ROW for LICENSEE's intended use.
20. **DUTY TO PROVIDE INFORMATION:** The LICENSEE agrees that within ten (10) days of a written request from the VILLAGE Manager, the LICENSEE shall furnish the VILLAGE with information sufficient to demonstrate that:
 - a. The LICENSEE has complied with the provisions of this Agreement and all applicable requirements of the VILLAGE of Code;
 - b. All municipal sales, message, and/or telecommunications taxes due the VILLAGE in connection with telecommunications services and facilities provided pursuant to this Agreement have been properly collected and paid by the LICENSEE; and
 - c. All books, records, maps and other documents, maintained by the LICENSEE with respect to the System within the ROW shall be made available for inspection by the VILLAGE at reasonable times and intervals.
21. **REMOVAL, RELOCATION, OR MODIFICATION OF THE SYSTEM:** With respect to the removal, relocation, or modification of the System, the LICENSEE agrees to the following:
 - a. Notice: CANCELLATION, DEFAULT AND TERMINATION: If, during the term of this Agreement, the VILLAGE determines that the ROW is required for public purposes incompatible with this Agreement, and such incompatibility may require LICENSEE to remove, relocate or rearrange the LICENSEE's facilities, then VILLAGE shall provide written notice to LICENSEE of such fact and LICENSEE shall, within one hundred eighty days (180) of receipt of written notice from the VILLAGE (except in cases of a public emergency and unless delayed by Force Majeure or unless another time period is agreed to by the parties), take the necessary actions to effect such change in position or location of the System at LICENSEE's sole cost, except as provided by law where a third party may be responsible for the cost of such relocation, including, but not limited to situations of eminent domain, airport improvement, urban renewal, and/or public transportation projects. Such notice from the VILLAGE will specify in reasonable detail the work to be done by LICENSEE, the time frame for completion of such work requested by the VILLAGE and shall identify a suitable alternate location for the placement of the LICENSEE facilities if available. The VILLAGE and LICENSEE shall cooperate in good faith to identify and coordinate the work necessary to minimize the impact of the LICENSEE'S work on the Project. In the event that a suitable alternate location is not available for the Project and the VILLAGE and LICENSEE are unable to identify a feasible alternative to relocation within the 180 day period (including, but not

limited to, increasing the depth of the facilities, protecting the facilities in place or making reasonable modifications to the City's proposed project), then the VILLAGE may terminate this Agreement solely with respect to the portion of the ROW required by the VILLAGE for public purposes. This Agreement shall be revocable as provided in Section 12 hereinabove.

- b. Removal of Unauthorized Facilities: Within one hundred eighty days (180) days following written notice from the VILLAGE, the LICENSEE shall, at its own expense, remove all or any unauthorized facilities or appurtenances from the ROW and restore the ROW to its original condition to the satisfaction of the VILLAGE. In addition to the above, a facility is unauthorized and subject to removal in the following circumstances:
 - i. Upon expiration or termination of the LICENSEE'S license created by this Agreement, unless otherwise permitted by applicable law;
 - ii. If the facility was constructed or installed without the prior grant of a license or franchise, if required;
 - iii. If the facility was constructed or installed without prior issuance of a required permit; or
 - iv. If the facility was constructed or installed at a location not permitted by LICENSEE'S license created by this Agreement.
- c. Emergency Removal or Relocation of Facilities: The VILLAGE retains the right and privilege to cut or move any facilities that are a part of the System located within the ROW, as the VILLAGE may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the VILLAGE shall attempt to notify the LICENSEE prior to cutting or removing a facility and shall notify the LICENSEE after cutting or removing a facility.
- d. Abandonment of Facilities: Upon abandonment of a facility that is part of the System within the ROW, the LICENSEE shall notify the VILLAGE within ninety (90) days of such abandonment. Following receipt of such notice the VILLAGE may direct the LICENSEE to remove all or any portion of the facility if the Director of Public Works determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the VILLAGE does not direct the LICENSEE to remove the abandoned facility the LICENSEE shall be deemed to consent to the alteration or removal of all or any portion of the facility as a result of providing a notice of abandonment on the VILLAGE and shall be liable to the VILLAGE for the cost thereof.

22. RESTORATION OF ROW: The LICENSEE agrees that it shall remove all excess material and restore all turf and terrain and other property within ten (10) days after any portion of the ROW is disturbed, damaged or destroyed due to construction or maintenance on the System by the LICENSEE, all to the satisfaction of the VILLAGE. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods

approved by the Director of Public Works. Such cleanup and repair may be required to consist of backfilling, regarding, reseeding, resodding, or any other requirement to restore the ROW to a condition substantially equivalent to that which existed prior to the commencement of the work. The time period provided in this Section may be extended by the Director of Public Works for good cause shown.

23. MAINTENANCE AND EMERGENCY MAINTENANCE:

- a. General: The LICENSEE agrees that it shall maintain the System in a good and safe condition in a manner that complies with all applicable federal, state and local regulations and at the LICENSEE'S expense.
- b. Emergency Maintenance Procedures: Emergencies may justify non-compliance with normal procedures for securing a permit.
 - i. If an emergency creates a hazard on the traveled portion of the ROW, the LICENSEE shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the ROW including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the System is available.
 - ii. In an emergency, the LICENSEE shall, as soon as possible, notify the Director of Public Works or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the VILLAGE police shall be notified immediately.
 - iii. In an emergency, the LICENSEE shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.
- c. Emergency Repairs: The LICENSEE must file in writing with the VILLAGE a description of the repairs undertaken in the ROW within 48 hours after an emergency repair.

24. ENVIRONMENTAL STANDARDS: The LICENSEE agrees that it shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROW in any manner without the prior written approval of the VILLAGE. The LICENSEE agrees that it shall take all reasonable steps to assure that LICENSEE does not release any

regulated material in violation of any state or federal environmental law on the ROW. The LICENSEE, at its sole expense, shall remediate, remove, cleanup, or abate in accordance with state or federal law, or the directives of any regulatory agency, a release of regulated material in violation of state or federal law occurring on the ROW, to the extent that such release was caused by the LICENSEE. In the event of a release of regulated material in violation of state or federal law on the ROW by the LICENSEE, or any claim or cause of action brought against the VILLAGE regarding such release, the indemnification provision at paragraph 8 of this Agreement shall apply.

25. **TRAFFIC CONTROL:** LICENSEE shall comply with the VILLAGE's requirements for traffic protection, which are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and the Code. LICENSEE shall submit a traffic control plan with its permit application. All construction work shall be phased so that there is minimal interference with pedestrian and vehicular traffic. If LICENSEE will be doing any work that will partially or completely block access to any residence, business or institution, Licenses shall provide written notification to the resident, business or institution of the approximate time period when the access will be blocked and provide contact information for the resident, business or institution to obtain additional information. LICENSEE shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the LICENSEE's attention by the VILLAGE.
26. **DISCLOSURE:** In accordance with Illinois law (50 ILCS 105/3.1), simultaneously with the execution of this Agreement by the parties, LICENSEE or its owner, authorized trustee, corporate officer or official or managing agent shall submit a sworn affidavit to the VILLAGE disclosing the identity of every owner and beneficiary who shall obtain an interest, real or personal, in the ROW, and every shareholder entitled to receive more than 7.5% of the total distributable income of any corporation after having obtained such an interest in the ROW, or, alternatively, if a corporation's stock is publicly traded, a sworn affidavit by an officer of LICENSEE or its managing agent that there is no readily known individual who shall obtain a greater than 7.5% interest, real or personal, in the ROW after the Agreement is executed. The sworn affidavit shall be substantially similar to the one described in **Exhibit "E"**, attached hereto and made a part of this Agreement.
27. **NO LIENS, MORTGAGES OR ENCUMBRANCES:** The LICENSEE agrees that it shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or be filed against title to the ROW.
28. **SUCCESSORS; NO TRANSFER OR ASSIGNMENT:** This Agreement shall be binding on and shall inure to the benefit of the parties agreeing hereto and to their successor corporations, officers, officials, trustees, successors in office or interest, heirs, representatives, and assigns. During the term of this Agreement, the LICENSEE acknowledges and agrees that it does not have the right or authority to transfer or assign the license created by this Agreement or any interest therein without the prior written consent of the VILLAGE pursuant to an ordinance enacted by the corporate authorities of the VILLAGE. If there is a change in ownership of LICENSEE or of LICENSEE's identity or legal status, the LICENSEE shall notify the VILLAGE not less than thirty (30) days before any such change occurs and shall comply with applicable

Sections of the Code. The new owner shall have all the same obligations and privileges of the LICENSEE pursuant to any construction permit and this Agreement. The new owner must request that any current permit be amended to include the new owner's information. If the new owner fails to take such action, it will be presumed to have accepted the terms and conditions of the permit. All insurance certificates and security must be changed to reflect the name of the new owner upon transfer.

29. **VIDEO PROGRAMMING:** LICENSEE shall notify the VILLAGE if it intends on providing cable television content over its facilities located within the VILLAGE'S rights-of-way to subscribers within the Village of Carol Stream. If required by law, LICENSEE will enter into a cable franchise or an open video system franchise from the VILLAGE in the event LICENSEE does provide cable television content over its facilities.

30. **COMPLIANCE WITH CODE:** The LICENSEE agrees to comply with all applicable terms, conditions, and requirements of the Code including, but not limited to Chapter 7, entitled "Construction of Utility Facilities in the Rights of Way", as amended.

31. **NOTICE:** All notices required by this Agreement shall be sent to the following addresses:

For the VILLAGE:

VILLAGE Manager
Village Hall
500 N. Gary Avenue
Carol Stream, Il. 60185

For the LICENSEE:

VINAKOM
860 Remington Road
Schaumburg, IL. 60173-4523

With a copy to:

VILLAGE Attorney
Klein, Thorpe & Jenkins, Ltd.
Suite 1660
20 N. Wacker Dr.
Chicago, Il. 60606

32. **TAXES:** LICENSEE shall pay the Simplified Municipal Telecommunications Tax as provided in 35 ILCS 636/1 et seq., and shall pay the Telecommunications Infrastructure Maintenance Fee as provided in 35 ILCS 635/1 et seq. Nothing contained in this Agreement shall be construed to exempt the LICENSEE from any fee, tax, property tax levy, or assessment, including the municipal telecommunications tax, which is or may be lawfully imposed on it relative to use of the ROW or operation of the System.

33. **AMENDMENTS:** This Agreement sets forth all agreements between the parties and supercedes all previous agreements between the parties regarding the ROW. No change, modification, or amendment to this Agreement shall be valid and binding unless set forth in writing and signed by all parties.

34. **CONTROLLING LAW AND VENUE:** This Agreement, and all questions of interpretation, construction and enforcement thereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois. The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois, and the parties consent to in personam jurisdiction of said Court for any such action or proceeding.
35. **APPLICABILITY AND SEVERABILITY:** The parties mutually acknowledge that various standard provisions of this Agreement may or may not be pertinent to the proposed purpose, and that each provision shall be interpreted as it reasonably pertains to the ROW. If any provision of this Agreement should be found illegal, invalid, or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the parties' intent.
36. **NO WAIVER:** Failure of either party to give timely notice insisting upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein shall not constitute or otherwise be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.
37. **DEFAULT:** If a party to this Agreement breaches or is in default of any of the provisions of this Agreement, and the non-breaching party files suit as a result thereof, the non-breaching party shall be entitled to recover all reasonable costs of filing suit, including reasonable attorney fees.
38. **AGREEMENT NON-EXCLUSIVE:** Nothing contained in this Agreement shall prohibit the VILLAGE from entering into an agreement with any other entity similar regarding use of the ROW. The license created by this Agreement is not intended to limit or modify any agreement, franchise, license, or permit previously granted by the VILLAGE to any other occupant of the ROW. Therefore, the LICENSEE, recognizing the prior rights of other entities, shall exercise the rights granted under this Agreement in such a manner as not to unreasonably interfere with the prior or future rights of other entities to the ROW. The Village reserves the right of ingress, egress and usage of the ROW and the right to grant leases, licenses, permits, or rights-of-way in and to the ROW to the extent they are not incompatible with and do not interfere with the rights or uses granted herein.
39. **RIGHTS GRANTED:** The license created by this Agreement shall not convey any right, title, or interest in the ROW, but shall be deemed a license only to use and occupy the ROW for the limited purposes set forth in this Agreement. The license rights conferred to LICENSEE hereunder does not grant LICENSEE the right to sublicense or sublet to any third party the right to place of maintain facilities or equipment in the ROW for any purpose. Any such third party will be required to enter into a separate agreement with the VILLAGE.
40. **AUTHORIZED REPRESENTATIVES:** The officers of the LICENSEE executing this Amendment warrant that they have been lawfully authorized to execute this Agreement on behalf of LICENSEE. The Mayor and Clerk of the VILLAGE hereby warrant that they have

been lawfully authorized by the VILLAGE Board of the VILLAGE of Carol Stream to execute this Amendment.

41. **EXHIBITS:** LICENSEE shall be responsible for the creation and/or provision of the following. True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

EXHIBIT "A" – Permit and Map Depicting the ROW Property
EXHIBIT "B" - Signature Authorization
EXHIBIT "C" – copy of Code of Ordinances, Chapter 12, Article 5
EXHIBIT "D" - copy of plans indicating the location
of the System and its related facilities proposed
EXHIBIT "E" – Disclosure Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**LICENSOR:
VILLAGE OF CAROL STREAM**


By: _____
Mayor

ATTEST:


By: _____
Village Clerk

Date: _____

**LICENSEE:
VinaKom Communications**

By:  *
Its: PRESIDENT

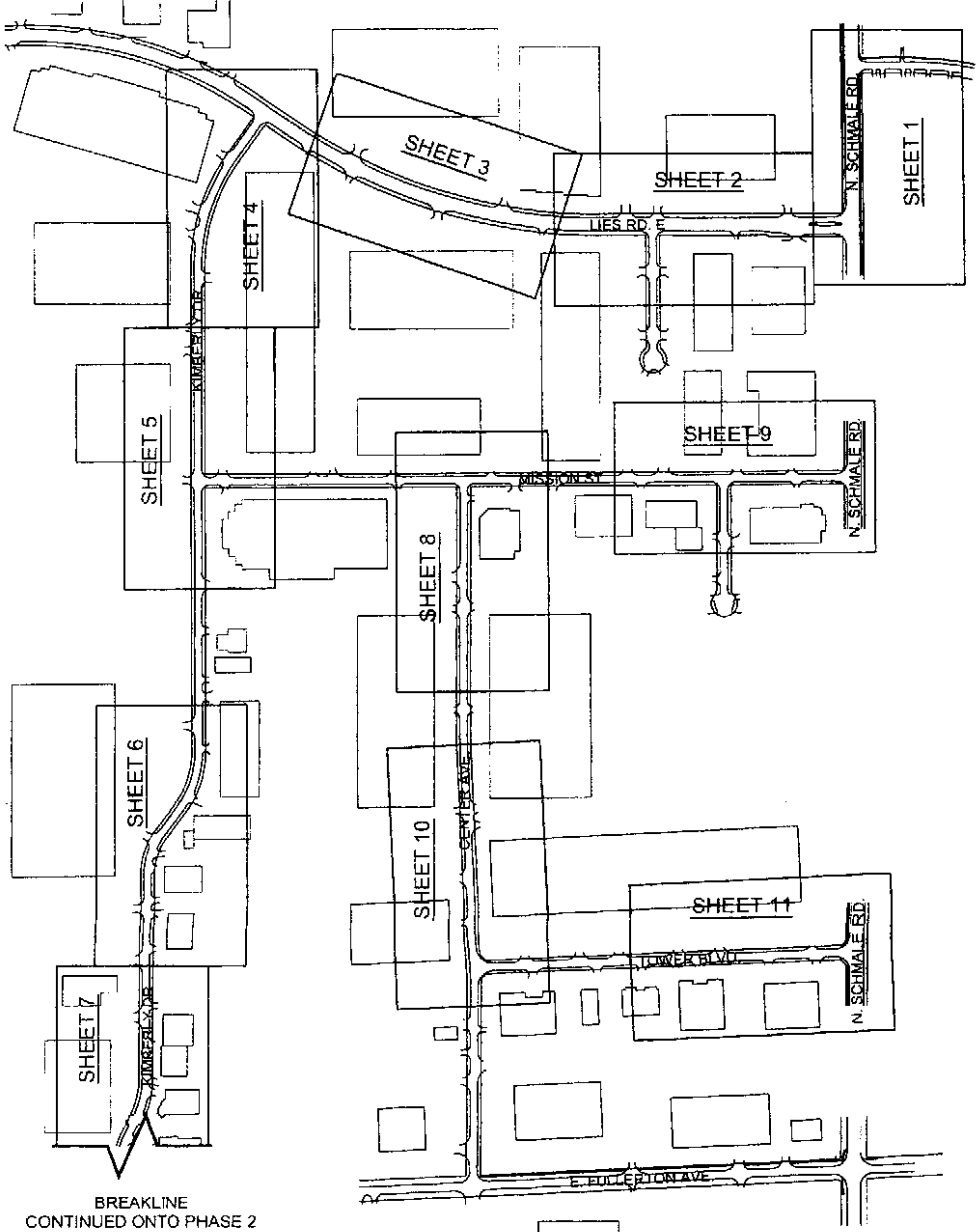
ATTEST:

By: 
Its: SECRETARY

Date: 10/1/2014

EXHIBIT A
to LICENSE AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND
VINAKOM COMMUNICATIONS

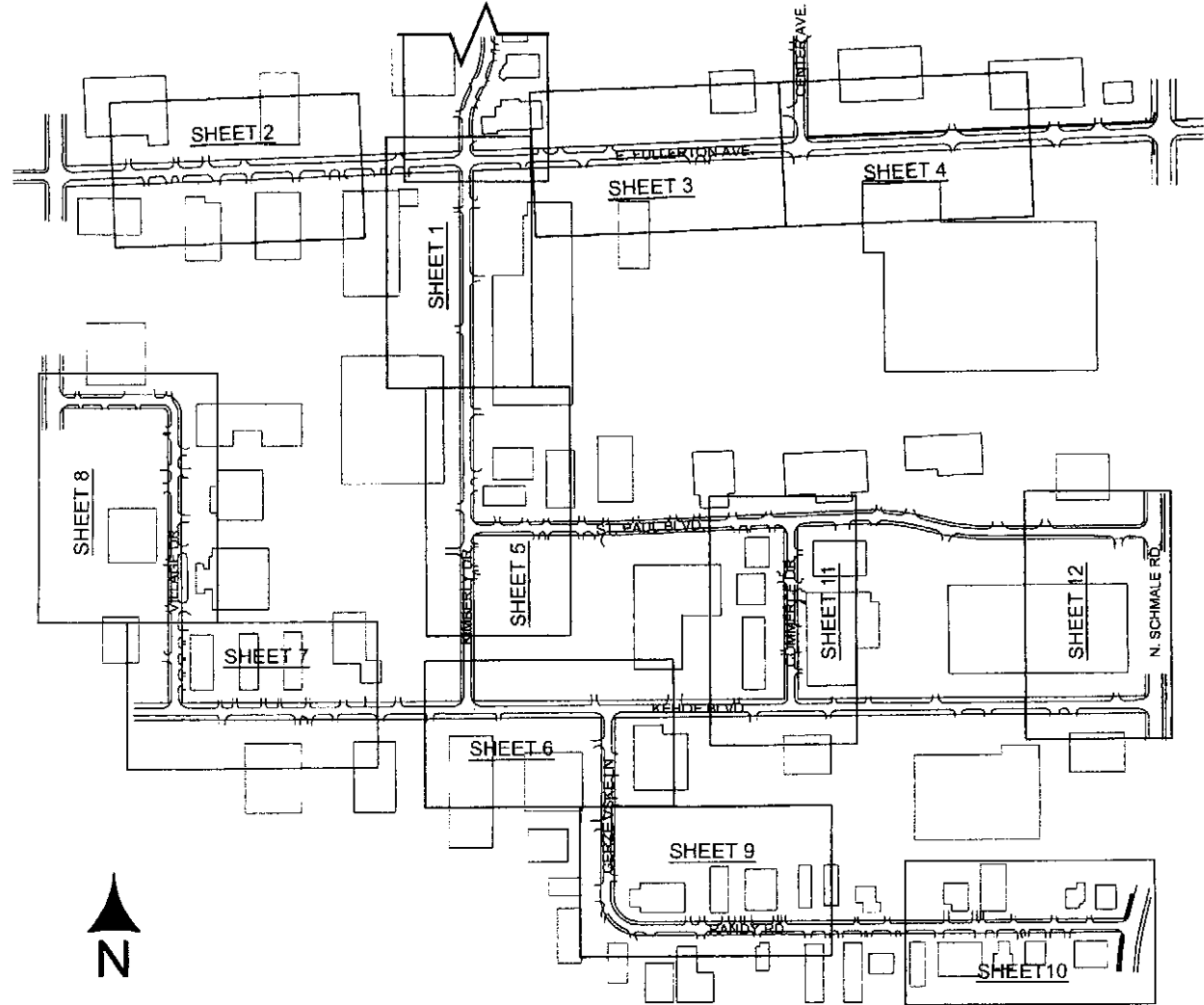
MAP
DEPICTING THE RIGHT-OF-WAY PROPERTY ("ROW")



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	PSCM NO.	REVISION:
SCALE:	PROJECT NO: PHASE 1	SHEET: KEY MAP	

BREAKLINE
CONTINUED ONTO PHASE 2

BREAKLINE
CONTINUED FROM PHASE 1



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FSCM NO.	REVISION:
SCALE:	PROJECT NO: PHASE 2	SHEET: KEY MAP	



EXHIBIT B

to LICENSE AGREEMENT BETWEEN THE VILLAGE CAROL STREAM AND VINAKOM COMMUNICATIONS

SIGNATURE AUTHORIZATION

As an official agent of VINAKOM COMMUNICATIONS
I certify that

(Lessee or Licensee - Company / Corporation / Municipality)

KETU AMIN is an authorized representative of said
organization and
(Name of executive or official who will sign this Agreement)

is legally empowered to act on its behalf in executing this Agreement.

Signed: R. Patel
(Person affirming signature authority of above official; must not be the same individual)

Title: SECRETARY

Date: 10/1/2014

EXHIBIT C

CHAPTER 12, "ANNEXATIONS, PUBLIC WAYS AND PROPERTIES

ARTICLE 5, CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

12-5-1 Purpose and scope

12-5-2 Definitions

12-5-3 Annual registration required

12-5-4 Permit required; applications and fees

12-5-5 Action on permit applications

12-5-6 Effect of permit

12-5-7 Revised permit drawings

12-5-8 Insurance

12-5-9 Indemnification

12-5-10 Security

12-5-11 Permit suspension and revocation

12-5-12 Change of ownership or owner's identity or legal status

12-5-13 General construction standards

12-5-14 Traffic control

12-5-15 Location of facilities

12-5-16 Construction methods and materials

12-5-17 Vegetation control

12-5-18 Removal, relocation or modifications of utility facilities

12-5-19 Clean-up and restoration

12-5-20 Maintenance and emergency maintenance

12-5-21 Variances

12-5-22 Enforcement

12-5-23 As-built drawings

12-5-24 Penalty

↻ § 12-5-1 PURPOSE AND SCOPE.

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

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

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

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

(D) *Franchises, licenses or similar agreements.* The village, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across or within the village rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the village enter into such an agreement. In such an agreement, the village may provide for terms and conditions inconsistent with this article.

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

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

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

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

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

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

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

§ 12-5-2 DEFINITIONS.

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

AASHTO. American Association of State Highway and Transportation Officials.

ANSI. American National Standards Institute.

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

ASTM. American Society for Testing and Materials.

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

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

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

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

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

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

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

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

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

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

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

CONDUCTOR. Wire carrying electrical current.

CONDUIT. A casing or encasement for wires or cables.

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

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

CROSSING FACILITY. A facility that crosses one or more right-of-way lines of a right-of-way.

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

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

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

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

ENCASEMENT. Provision of a protective casing.

ENGINEER. The Village Engineer or his or her designee.

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

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

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

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

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

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

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

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

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

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

IDOT. Illinois Department of Transportation.

ICC. Illinois Commerce Commission.

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

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

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

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

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

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

PARALLEL FACILITY. A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TELECOMMUNICATIONS. This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite or similar facilities.

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

TELE-COMMUNICATIONS shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. **TELECOMMUNICATIONS** shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. **TELECOMMUNICATIONS** shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. §§ 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the village through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. § 76.1500 and following), as now or hereafter amended.

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

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

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

UTILITY. The individual or entity owning or operating any facility as defined in this article.

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

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

VILLAGE. The Village of Carol Stream.

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

WATER LINES. Pipelines carrying raw or potable water.

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

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

§ 12-5-3 ANNUAL REGISTRATION REQUIRED.

Every utility that occupies right-of-way within the village shall register on January 1 of each year with the Engineer, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in § 12-5-8, in the form of a certificate of insurance. No permit shall be issued to any utility without meeting the regulation requirements of this section.

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

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

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

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

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

- (1) The utility's name and address and telephone and telecopy numbers;
- (2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address and its interest in the work;
- (3) The names, addresses and telephone and telecopy numbers and email addresses of all professional consultants, if any, advising the applicant with respect to the application;
- (4) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be

appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¶ **§ 12-5-5 ACTION ON PERMIT APPLICATIONS.**

(A) *Village review of permit applications.* Completed permit applications, containing all required documentation, shall be examined by the Village Engineer within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules and regulations, the Village Engineer shall reject such application in writing, stating the reasons therefor. If the Village Engineer is satisfied that the proposed work conforms to the requirements of this article and applicable ordinances, codes, laws, rules and regulations, the Village Engineer shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the Village Engineer, that the construction proposed under the application shall be in full compliance with the requirements of this article.

(B) *Additional village review of applications of telecommunications retailers.*

(1) Pursuant to the Telephone Company Act, 220 ILCS 65/4, a telecommunications retailer shall notify the village that it intends to commence work governed by this article for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications and other documentation sufficient to demonstrate the purpose and intent of the facilities, and shall be provided by the telecommunications retailer to the village not less than ten days prior to the commencement of work requiring no excavation and not less than 30 days prior to the commencement of work requiring excavation. The Village Engineer shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

(2) In the event that the Village Engineer fails to provide such specification of location to the telecommunications retailer within either ten days after service of notice to the village by the telecommunications retailer in the case of work not involving excavation for new construction or 25 days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this article.

(3) Upon the provision of such specification by the village, where a permit is required for work pursuant to § 12-5-4 the telecommunications retailer shall submit to the village an application for a permit and any and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of division (A) above.

(C) *Additional village review of applications of holders of state authorization under the Cable and Video Competition Law of 2007.* Applications by a utility that is a holder of a state-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted 45 days after submission to the village, unless otherwise acted upon by the village; provided, the holder has complied with all applicable village codes, ordinances and regulations.

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

§ 12-5-6 EFFECT OF PERMIT.

(A) *Authority granted; no property right or other interest created.* A permit from the village authorizes a permittee to undertake only certain activities in accordance with this article on village rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

(B) *Duration.* No permit issued under this article shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

(C) *Pre-construction meeting required.* No construction shall begin pursuant to a permit issued under this article prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the village with such village representatives in attendance as the village deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners. The Village Engineer may waive the mandatory attendance requirement for a pre-construction meeting.

(D) *Compliance with all laws required.* The issuance of a permit by the village does not excuse the permittee from complying with other requirements of the village and applicable statutes, laws, ordinances, rules and regulations.

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

§ 12-5-7 REVISED PERMIT DRAWINGS.

Any deviation from the permit shall require approval of the Village Engineer or designee prior to the work being performed. The Village Engineer may require revised plans, drawings and specifications as necessary to allow for the proper review and approval of the deviation.

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

§ 12-5-8 INSURANCE.

(A) *Required coverages and limits.*

(1) Unless otherwise provided by franchise, license or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way not including utility easements, shall

secure and maintain the following liability insurance policies insuring the utility as named insured and naming the village, and its elected and appointed officers, officials, agents and employees as additional insureds on the policies listed in divisions (A)(1)(a) and (A)(1)(b) below:

(a) Commercial general liability insurance, including premises-operations, explosion, collapse and underground hazard (commonly referred to as "X", "C" and "U" coverages) and products-completed operations coverage with limits not less than:

1. Five million dollars for bodily injury or death to each person;
2. Five million dollars for property damage resulting from any one accident; and
3. Five million dollars for all other types of liability;

(b) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for personal injury and property damage for each accident;

(c) Worker's compensation with statutory limits; and

(d) Employer's liability insurance with limits of not less than \$1,000,000 per employee and per accident.

(2) If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section and shall meet with the approval of the Village Manager.

(B) *Excess or umbrella policies.* The coverages required by this section may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

(C) *Copies required.* The utility shall provide copies of any of the policies required by this section to the village within ten days following receipt of a written request therefor from the village.

(D) *Maintenance and renewal of required coverages.*

(1) The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the village, by registered mail or certified mail, return receipt requested, of a written notice addressed to the Village Manager of such intent to cancel or not to renew."

(2) Within ten days after receipt by the village of said notice, and in no event later than ten days prior to said cancellation, the utility shall obtain and furnish to the village evidence of replacement insurance policies meeting the requirements of this section.

(E) *Self-insurance.* A utility may self-insure all or a portion of the insurance coverage and limit requirements required by division (A) of this section. A utility that self-insures is not required, to

the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under division (A) of this section, or the requirements of divisions (B), (C) and (D) of this section. A utility that elects to self-insure shall provide to the village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under division (A) of this section, such as evidence that the utility is a "private self-insurer" under the Worker's Compensation Act, being 820 ILCS 305/1 et seq.

(F) *Effect of insurance and self-insurance on utility's liability.* The legal liability of the utility to the village and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

(G) *Insurance companies.* All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

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

¶ § 12-5-9 INDEMNIFICATION.

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

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

¶ § 12-5-10 SECURITY.

(A) *Purpose.* The permittee shall establish a Security Fund in a form and in an amount as set forth in this section. The Security Fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

- (1) The faithful performance by the permittee of all the requirements of this article;
- (2) Any expenditure, damage or loss incurred by the village occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the village issued pursuant to this article; and

(3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the village may pay or incur by reason of any action or non-performance by permittee in violation of this article including, without limitation, any damage to public property or restoration work the permittee is required by this article to perform that the village must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the village from the permittee pursuant to this article or any other applicable law.

(B) *Form.* The permittee shall provide the Security Fund to the village in the form, at the permittee's election, of cash or an irrevocable in a form acceptable to the village in a form acceptable to the village. Any letter of credit provided pursuant to this division (B) shall be provided on the village's form.

(C) *Amount.* The dollar amount of the Security Fund shall be sufficient to provide for the reasonably estimated cost to restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit, as determined by the Village Engineer, and may also include reasonable, directly related costs that the village estimates are likely to be incurred if the permittee fails to perform such restoration. Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the village, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the Village Engineer may, in the exercise of sound discretion, allow the permittee to post a single amount of security which shall be applicable to each phase of the construction under the permit. The amount of the Security Fund for phased construction shall be equal to the greatest amount that would have been required under the provisions of this division (C) for any single phase.

(D) *Withdrawals.* The village, upon ten days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this division (D), may withdraw an amount from the Security Fund; provided that, the permittee has not reimbursed the village for such amount within the ten day notice period. Withdrawals may be made if the permittee:

- (1) Fails to make any payment required to be made by the permittee hereunder;
- (2) Fails to pay any liens relating to the facilities that are due and unpaid or if any of the improvements have been or are likely to be, the subject of liens or other claims by contractors, subcontractors or third parties;
- (3) Fails to reimburse the village for any damages, claims, costs or expenses which the village has been compelled to pay or incur by reason of any action or non-performance by the permittee;
- (4) Fails to comply with any provision of this article that the village determines can be remedied by an expenditure of an amount in the Security Fund;
- (5) Fails to satisfactorily complete or carry on the work of the installation, construction and restoration of the permitted work in accordance with its permit, the village's rules and regulations and a schedule approved by the village, or if no schedule is approved or even if no one is set out, in accordance with the faster pace as deemed necessary by the village for the installation of the improvement;

(6) Fails to provide a new letter of credit or amendment of the letter of credit, containing equivalent terms, within 60 days of the actual expiration of the original letter of credit; or

(7) If the sums remaining within the letter of credit are believed to be insufficient.

(E) *Replenishment.* Within 14 days after receipt of written notice from the village that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in division (C) of this section.

(F) *Interest.* The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the village, upon written request for said withdrawal to the village, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in division (C) of this section.

(G) *Closing and return of Security Fund.* Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the village for failure by the permittee to comply with any provisions of this article or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the village to the extent necessary to cover any reasonable costs, loss or damage incurred by the village as a result of said revocation; provided that, any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

(H) *Rights not limited.* The rights reserved to the village with respect to the Security Fund are in addition to all other rights of the village, whether reserved by this article or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the village may have. Notwithstanding the foregoing, the village shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.

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

§ 12-5-11 PERMIT SUSPENSION AND REVOCATION.

(A) *Village right to revoke permit.* The village may revoke or suspend a permit issued pursuant to this article for one or more of the following reasons:

(1) Fraudulent, false, misrepresenting or materially incomplete statements in the permit application;

(2) Non-compliance with this article;

(3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across or within the rights-of-way presents a direct or imminent threat to the public health, safety or welfare; or

(4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

(B) *Notice of revocation or suspension.* The village shall send written notice of its intent to revoke or suspend a permit issued pursuant to this article stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

(C) *Permittee alternatives upon receipt of notice of revocation or suspension.*

(1) Upon receipt of a written notice of revocation or suspension from the village, the permittee shall have the following options:

(a) Immediately provide the village with ample documented evidence that no cause exists for the revocation or suspension;

(b) Immediately correct, to the satisfaction of the village, the deficiencies stated in the written notice, and provide written proof of such correction to the village within five working days after receipt of the written notice of revocation; or

(c) Immediately remove the facilities located on, over, above, along, upon, under, across or within the rights-of-way and restore the rights-of-way to the satisfaction of the village and provide written proof of such removal to the village within ten days after receipt of the written notice of revocation.

(2) The village may, in its discretion, for good cause shown, extend the time periods provided in this division (C).

(D) *Stop work order.* In addition to the issuance of a notice of revocation or suspension, the village may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within division (A) of this section.

(E) *Failure or refusal of the permittee to comply.* If the permittee fails to comply with the provisions of division (C) of this section, the village or its designee may, at the option of the village: correct the deficiencies; upon not less than 20 days notice to the permittee, unless deemed by the village an emergency, remove the subject facilities or equipment; or after not less than 30 days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the village. The permittee shall be liable in all events to the village for all costs of removal.

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

§ 12-5-12 CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS.

(A) *Notification of change.* A utility shall notify the village no less than 30 days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this article, with respect to the work and facilities in the right-of-way.

(B) *Amended permit.* A new owner shall request that any current permit and registration be amended to show current ownership. If the new owner fails to have a new or amended permit and registration issued in its name, the new owner shall be presumed to have accepted, and

agreed to be bound by, the terms and conditions of the permit and registration if the new owner uses the facility or allows it to remain on the village's right-of-way.

(C) *Insurance and bonding.* All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.

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

☐ § 12-5-13 **GENERAL CONSTRUCTION STANDARDS.**

(A) *Standards and principles.* All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws, rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- (1) *Standard Specifications for Road and Bridge Construction;*
- (2) *Supplemental Specifications and Recurring Special Provisions;*
- (3) *Highway Design Manual;*
- (4) *Highway Standards Manual;*
- (5) *Standard Specifications for Traffic Control Items;*
- (6) *Illinois Manual on Uniform Traffic Control Devices (92 Ill. Adm. Code § 545);*
- (7) *Flagger's Handbook;* and
- (8) *Work Site Protection Manual for Daylight Maintenance Operations.*

(B) *Interpretation of municipal standards and principles.* If a discrepancy exists between or among differing principles and standards required by this article, the Village Engineer shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the Village Engineer shall state which standard or principle will apply to the construction, maintenance or operation of a facility in the future.

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

☐ § 12-5-14 **TRAFFIC CONTROL.**

(A) *Minimum requirements.* The village's minimum requirements for traffic protection are contained in IDOT's *Illinois Manual on Uniform Traffic Control Devices* and this code.

(B) *Warning signs, protective devices and flaggers.* The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

(C) *Interference with traffic.* All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

(D) *Notice when access is blocked.* At least 48 hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that, in cases involving emergency repairs pursuant to § 12-5-20, the utility shall provide such notice as is practicable under the circumstances.

(E) *Compliance.* The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the village.

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

§ 12-5-15 LOCATION OF FACILITIES.

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

(1) *No interference with village facilities.* No utility facilities shall be placed in any location if the Village Engineer determines that the proposed location will require the relocation or displacement of any of the village's facilities or proposed village facilities or will otherwise interfere with the operation or maintenance of any of the village's utility facilities or proposed village facilities.

(2) *Minimum interference and impact.* The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.

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

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

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

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

(B) *Parallel facilities located within highways.*

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

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

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

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

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

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

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

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

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

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

(C) *Facilities crossing highways.*

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

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

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

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

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

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

(c) Overhead crossings at major intersections are avoided.

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

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

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

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

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

(E) *Freestanding facilities.*

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

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

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

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

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

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

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

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

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

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

- (a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;
- (b) The type, length, value and relative importance of the highway structure in the transportation system;
- (c) The alternative routings available to the utility and their comparative practicability;
- (d) The proposed method of attachment;
- (e) The ability of the structure to bear the increased load of the proposed facility;
- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk involved.

(H) *Appearance standards.*

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

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

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

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

§ 12-5-16 CONSTRUCTION METHODS AND MATERIALS.

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

(1) *Boring or jacking.*

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

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

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

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

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

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

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

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

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

(3) *Backfilling.*

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

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

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

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

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

(c) All saw cuts shall be full depth.

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

(5) *Encasement.*

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

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

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

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

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

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

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

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

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

(1) *Electric power or communication lines.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) *Materials.*

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

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

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

(D) *Operational restrictions.*

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

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

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

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

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

§ 12-5-17 VEGETATION CONTROL.

(A) *Electric utilities - compliance with state laws and regulations.* An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the village as permitted by law.

(B) *Other utilities - tree trimming permit required.* Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this article.

(1) *Application for tree trimming permit.* Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall be issued by the Director of Public Works and shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

(2) *Damage to trees.* Poor pruning practices resulting in damaged or misshapen trees as determined by the Director of Public Works will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The village will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The village may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

(C) *Specimen trees or trees of special significance.* The Director of Public Works may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

(D) *Chemical use.*

(1) Except as provided in the following division, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the village for any purpose, including the control of growth, insects or disease.

(2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Director of Public Works that such spraying is the only practicable method of vegetation control.

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

§ 12-5-18 REMOVAL, RELOCATION OR MODIFICATIONS OF UTILITY FACILITIES.

(A) *Notice.* Within 90 days following written notice from the village, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way to the satisfaction of the village whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance or installation of any village improvement in or upon, or the operations of the village in or upon, the rights-of-way.

(B) *Removal of unauthorized facilities.* Within 30 days following written notice from the village, any utility that owns, controls or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

(1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

(2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

(3) If the facility was constructed or installed without prior issuance of a required permit in violation of this article; or

(4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise or permit.

(C) *Emergency removal or relocation of facilities.* The village retains the right and privilege to remove or relocate or alter any facilities located within the rights-of-way of the village, as the village may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to removing or relocating or altering a facility and shall notify the utility, if known, after cutting or removing a facility.

(D) *Abandonment of facilities.* Upon abandonment of a facility within the rights-of-way of the village, the utility shall notify the village within 90 days. Following receipt of such notice, the village may direct the utility to remove all or any portion of the facility if the Village Engineer determines that such removal will be in the best interest of the village. In the event that the village does not direct the utility that abandoned the facility to remove it, by giving notice of

abandonment to the village, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. All vegetation screening shall also be removed and the disturbed area properly restored if requested by the Community Development Director.

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

☐ **§ 12-5-19 CLEAN-UP AND RESTORATION.**

The utility shall remove all excess material and restore all turf and terrain and other property within ten days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the village. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the Village Engineer. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the Village Engineer for good cause shown.

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

☐ **§ 12-5-20 MAINTENANCE AND EMERGENCY MAINTENANCE.**

(A) *General.* Facilities on, over, above, along, upon, under, across or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the village and at the utility's expense.

(B) *Emergency maintenance procedures.* Emergencies may justify non-compliance with normal procedures for securing a permit.

(1) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

(2) In an emergency, the utility shall, as soon as possible, notify the Village Engineer or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency is such as to interfere with the free movement of traffic, the village police shall be notified immediately.

(3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

(C) *Emergency repairs.* The utility must file in writing with the village a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.

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

§ 12-5-21 VARIANCES.

(A) *Request for variance.* A utility requesting a variance from one or more of the provisions of this article must do so in writing to the Village Engineer, Director of Public Works or the Community Development Director as appropriate and as a part of the permit application. The request shall identify each provision of this article from which a variance is requested and the reasons why a variance should be granted.

(B) *Authority to grant variances.* The Village Board shall decide whether a variance is authorized for each provision of this article identified in the variance request on an individual basis.

(C) *Conditions for granting of variance.* The Village Board may authorize a variance only if the utility requesting the variance has demonstrated that:

(1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

(2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

(D) *Additional conditions for granting of a variance.* As a condition for authorizing a variance, the Village Engineer, Director of Public Works or the Community Development Director as appropriate may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this article but which carry out the purposes of this article.

(E) *Right to appeal.* Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the Village Engineer under the provisions of this article shall have the right to appeal to the Village Board, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the Village Clerk within 30 days after the date of such order, requirement, decision or determination. The Village Board shall commence its consideration of the appeal at the Board's next regularly scheduled meeting occurring at least seven days after the filing of the appeal. The Village Board shall timely decide the appeal.

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

§ 12-5-22 ENFORCEMENT.

Nothing in this article shall be construed as limiting any additional or further remedies that the village may have for enforcement of this article.

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

§ 12-5-23 AS-BUILT DRAWINGS.

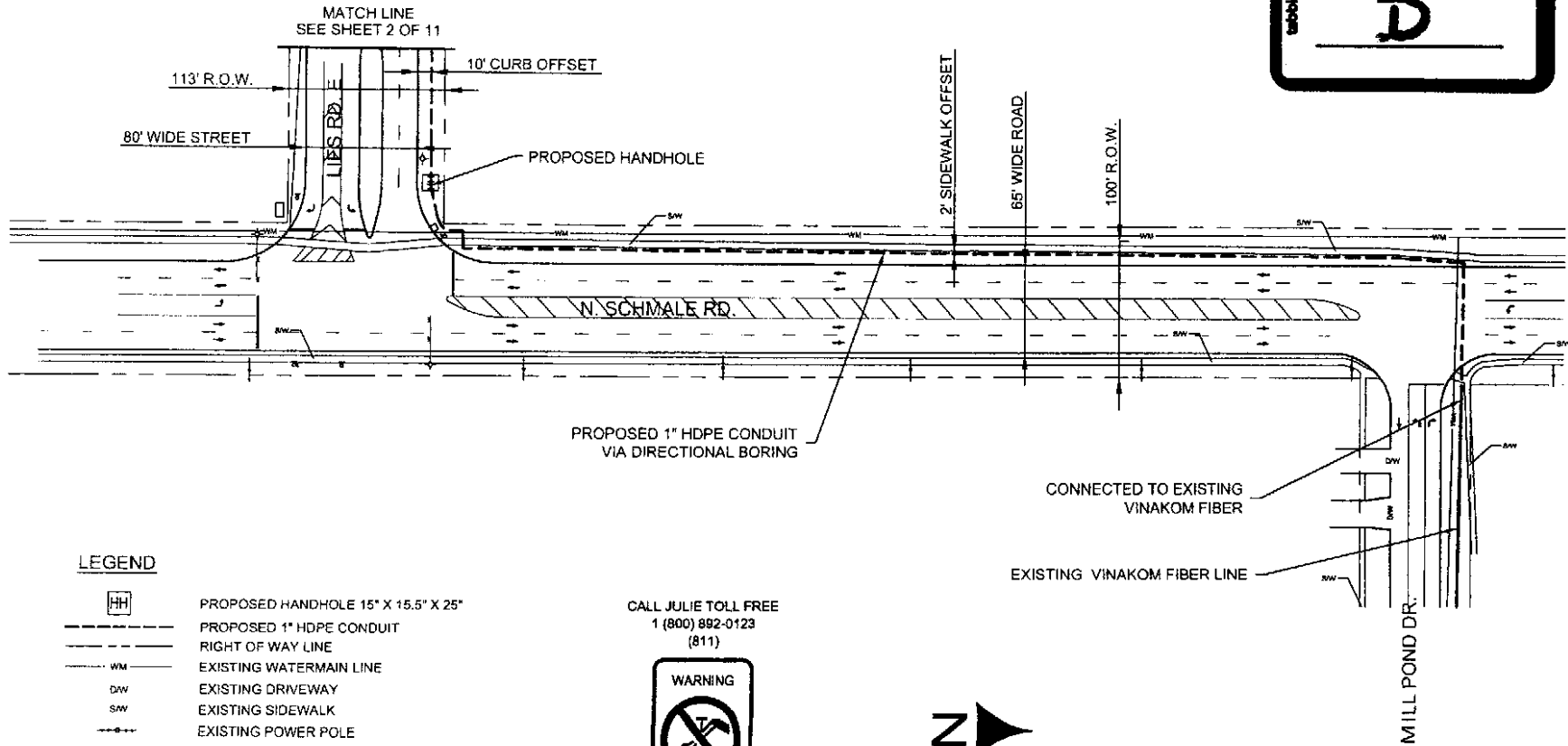
Upon the completion of the permitted work and prior to the release of any security or insurance certificate, the utility shall provide the village with as-built drawings depicting the actual locations and sizes of all improvements within 30 days of the installation of the improvements.

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

§ 12-5-24 PENALTY.

Any person who violates, disobeys, omits, neglects or refuses to comply with any of the provisions of this article shall be subject to fine in accordance with the penalty provisions of this code. There may be times when the village will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this article. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the village's costs of damages and its costs of installing, maintaining, modifying, relocating or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the village. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

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



LEGEND

- PROPOSED HANDHOLE 15" X 15.5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
- EXISTING WATERMAIN LINE
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING POWER POLE
- EXISTING SIGNAL POLE
- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DuPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-'14	DWG. BY: S.H.	PRC/MNO:	REVISION:
SCALE: 1"=80'	PROJECT NO: PHASE 1	SHEET: 1 OF 11	

CALL JULIE TOLL FREE
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(811)



343

485

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING

MATCH LINE
SEE SHEET 3 OF 11

MATCH LINE
SEE SHEET 1 OF 11

LIES RD. E

65' WIDE STREET

35' WIDE STREET

66' R.O.W.




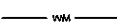
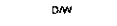
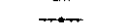
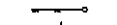



CAROL CT.

883-899

883-899

494

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FRM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO.	PHASE 1	SHEET: 2 OF 11

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DuPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

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(811)



343

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING

SERVICE LINE

10' CURB OFFSET

100' R.O.W.

MATCH LINE
SEE SHEET 4 OF 11

MATCH LINE
SEE SHEET 2 OF 11





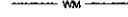
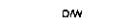


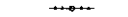

LIES RD. E

60' WIDE STREET

815

376

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT

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PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FROM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO.	PHASE 1	SHEET: 3 OF 11

900-910



284

MATCH LINE
SEE SHEET 5 OF 11

36' WIDE STREET











KIMBERLY DR.

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

66' R.O.W.

5' CURB OFFSET

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)

815



PROPOSED HANDHOLE

10' CURB OFFSET

100' R.O.W.

LIES RD. E

80' WIDE STREET

MATCH LINE
SEE SHEET 3 OF 11



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FSCH. NO.	REVISION:
SCALE: 1"=80'	PROJECT NO.	PHASE 1	SHEET: 4 OF 11

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

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(811)



810-870

BREAKLINE
SEE SHEET 6 OF 11

MATCH LINE
SEE SHEET 4 OF 11

10' CURB OFFSET

PROPOSED
HANDHOLE

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

KIMBERLY DR.

10' CURB OFFSET

35' WIDE STREET

66' R.O.W.

35' WIDE STREET

66' R.O.W.



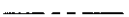







MISSION ST.

795

815

BREAKLINE
SEE SHEET 8 OF 11

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DuPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.



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DATE: 9-25-14	DWG. BY: S.H.	PRJ. NO.	REVISION:
SCALE: 1"=80'	PROJECT NO.	PHASE 1	SHEET: 5 OF 11

CALL JULIE TOLL FREE
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(811)



700

10' CURB OFFSET

SERVICE LINE

LEGEND

- PROPOSED HANDHOLE 15" X 15.5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
- EXISTING WATERMAIN LINE
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING POWER POLE
- EXISTING SIGNAL POLE
- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT

MATCH LINE
SEE SHEET 7 OF 11

615

685

725

733

35' WIDE STREET

KIMBERLY DR.

86' R.O.W.

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

BREAKLINE
SEE SHEET 5 OF 11

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

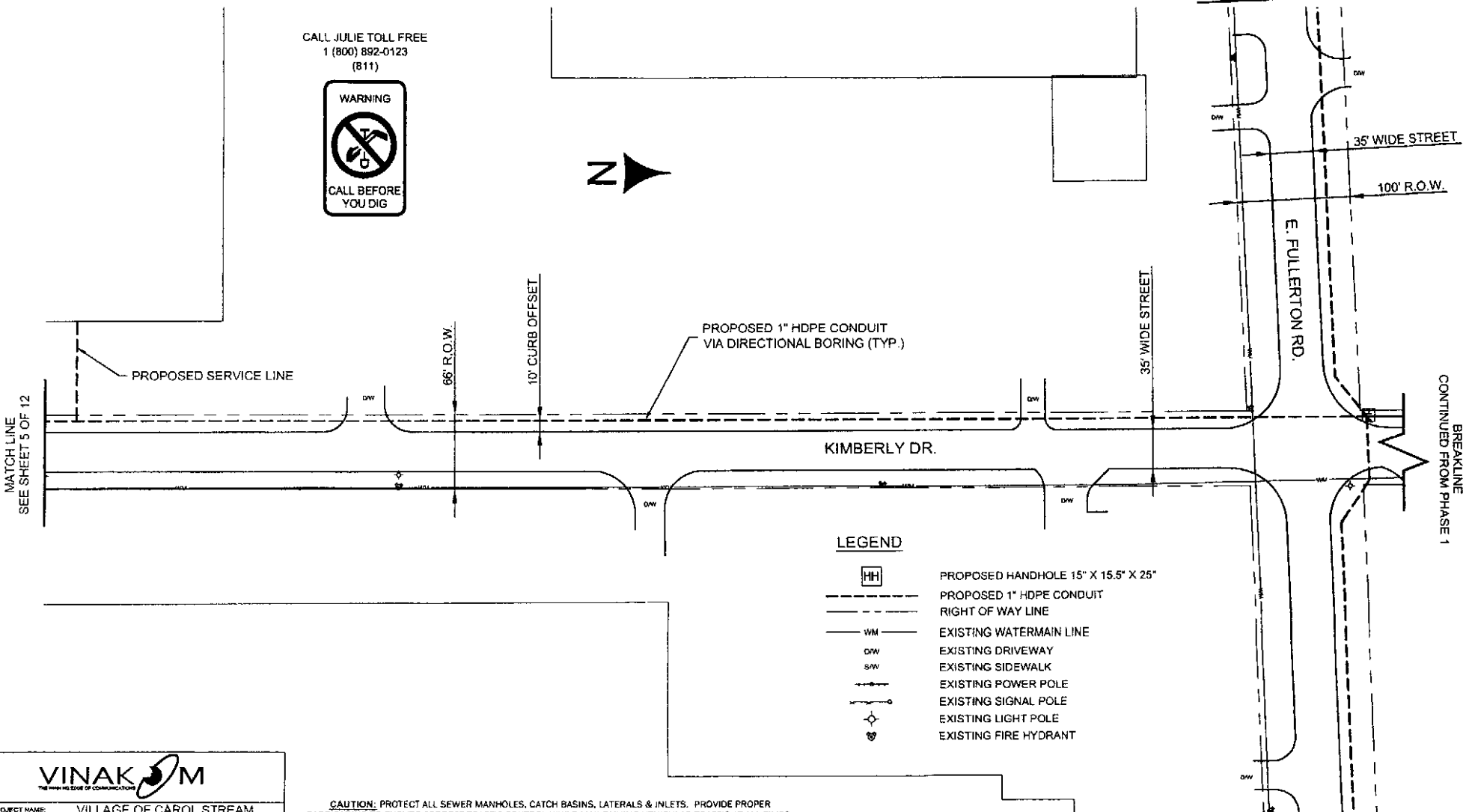


PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWGL BY: S.H.	FROM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 1	SHEET: 6 OF 11	

CALL JULIE TOLL FREE
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(811)



MATCH LINE
SEE SHEET 2 OF 12



LEGEND

- PROPOSED HANDHOLE 15" X 15.5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
- EXISTING WATERMAIN LINE
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING POWER POLE
- EXISTING SIGNAL POLE
- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT

MATCH LINE
SEE SHEET 5 OF 12

BREAKLINE
CONTINUED FROM PHASE 1











MATCH LINE
SEE SHEET 3 OF 12



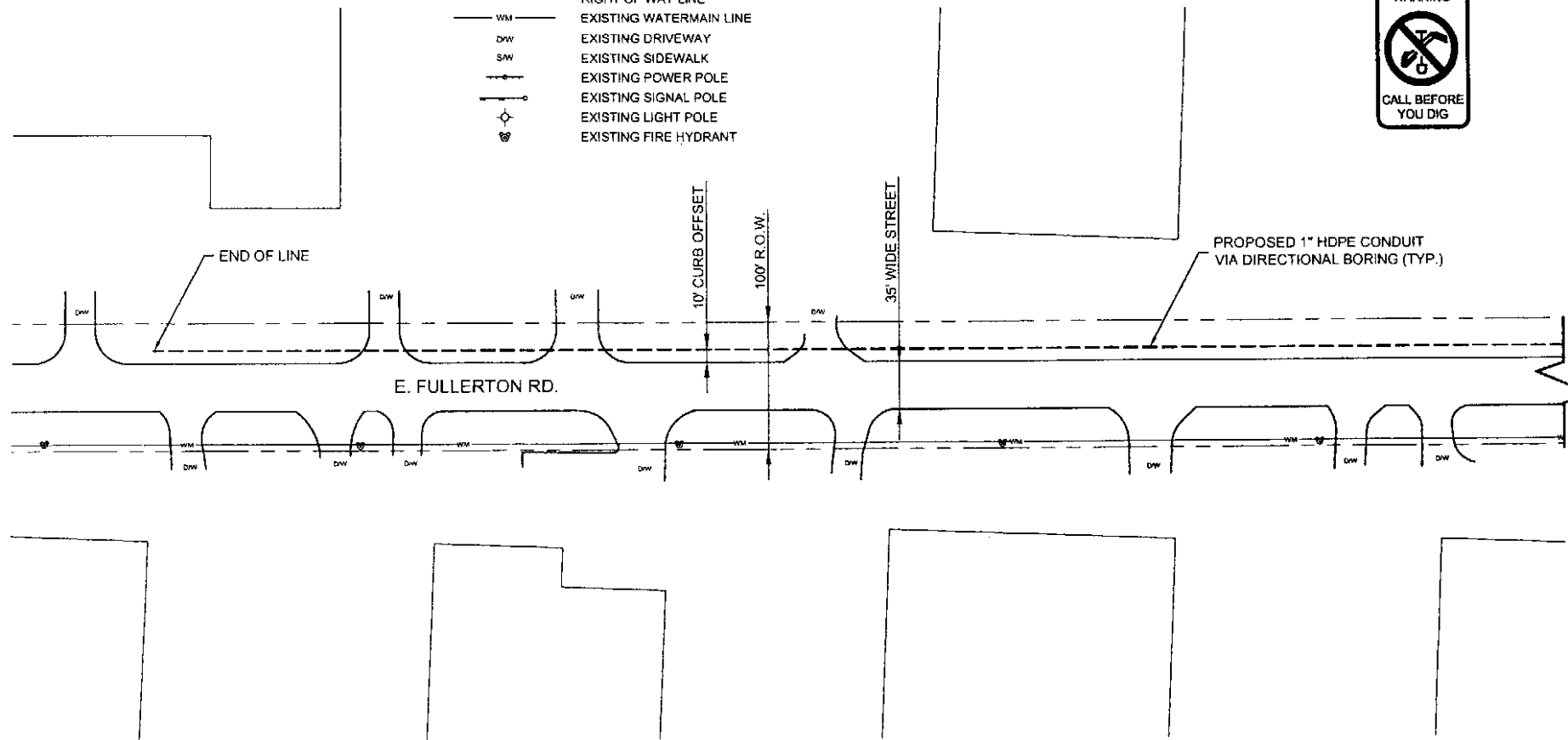
PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	PSCM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 1 OF 12	

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



BREAKLINE
SEE SHEET 1 OF 12

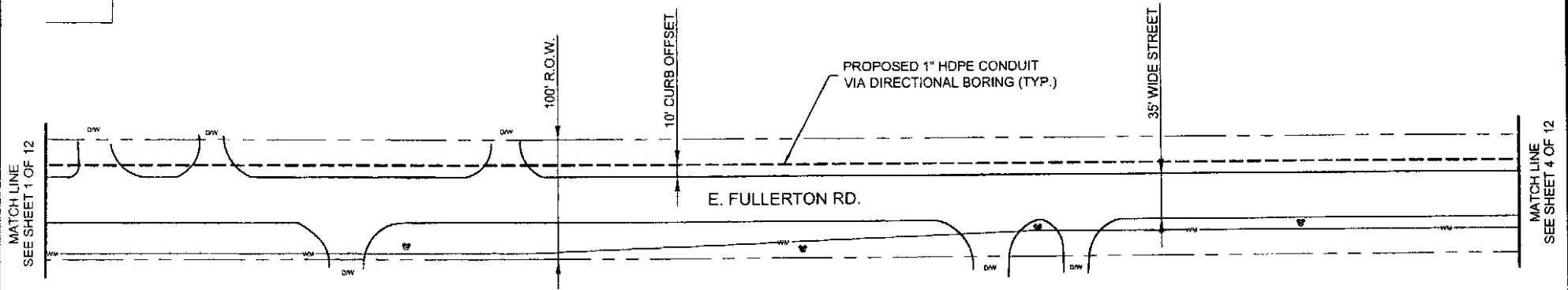


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PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWTL BY: S.H.	PRJCT NO.	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 2 OF 12	

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



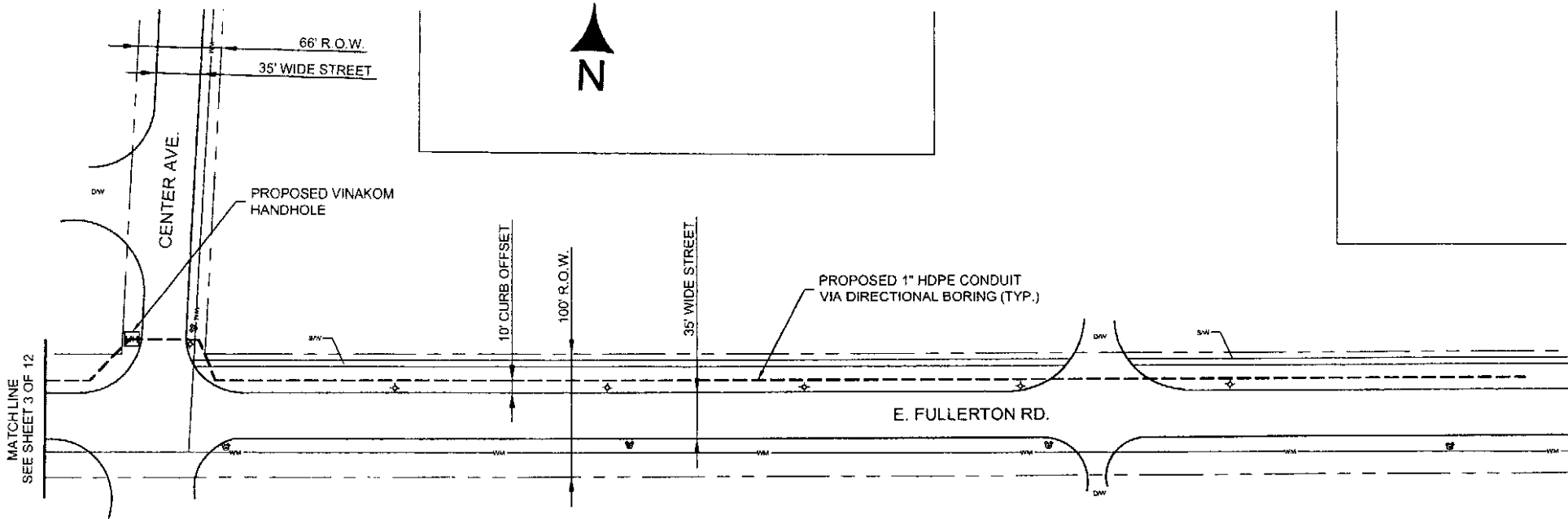
LEGEND

- PROPOSED HANDHOLE 15" X 15 5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
- EXISTING WATERMAIN LINE
- EXISTING DRIVEWAY
- EXISTING SIDEWALK
- EXISTING POWER POLE
- EXISTING SIGNAL POLE
- EXISTING LIGHT POLE
- EXISTING FIRE HYDRANT



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FSCH NO.	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 3 OF 12	

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.













MATCHLINE
SEE SHEET 3 OF 12

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FSCM NO:	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 4 OF 12	

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.



MATCH LINE
SEE SHEET 6 OF 12

MATCH LINE
SEE SHEET 1 OF 12

PROPOSED VINAKOM
HANDHOLE

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

KIMBERLY DR.

66' R.O.W.

35' WIDE STREET




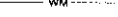

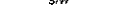




10' CURB OFFSET

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

ST. PAUL BLVD.

BREAKLINE
SEE SHEET 11 OF 12

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
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-  EXISTING FIRE HYDRANT

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(811)


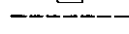
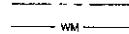

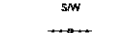
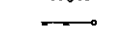
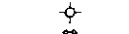





CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DU PAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE": EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

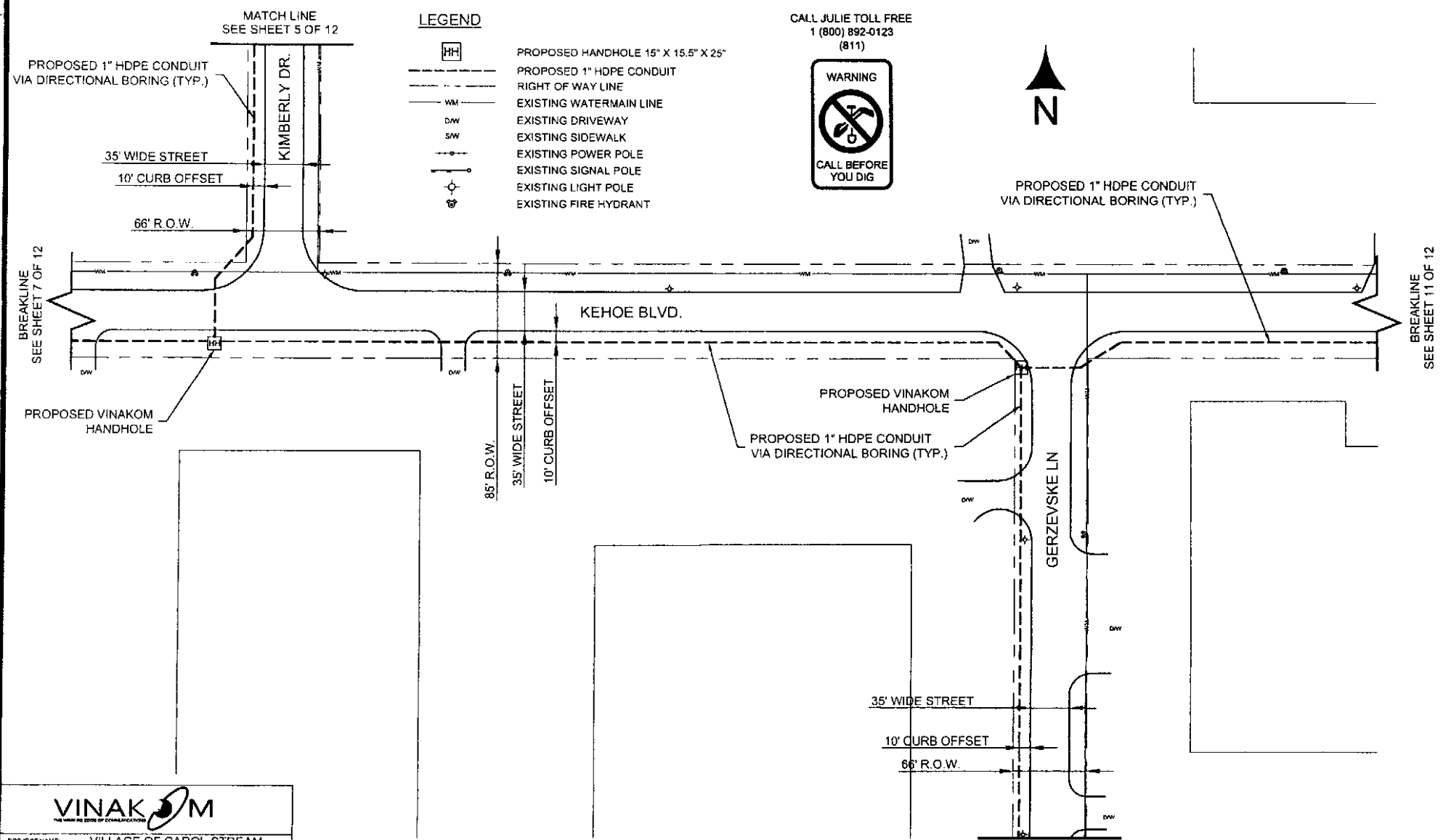


PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	PRJCM NO.	REVISION:
SCALE: 1"=50'	PROJECT NO. PHASE 2	SHEET: 5 OF 12	

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



VINAKOM
THE MAIN IN ZONE OF COLLABORATION

PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FBCM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO.	PHASE 2	SHEET: 6 OF 12

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

BREAKLINE
SEE SHEET 7 OF 12

BREAKLINE
SEE SHEET 11 OF 12

MATCH LINE
SEE SHEET 5 OF 12

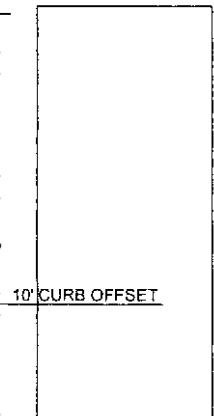
MATCH LINE
SEE SHEET 9 OF 12

MATCH LINE
SEE SHEET 8 OF 12

66' R.O.W.

35' WIDE STREET

VILLAGE DR.



10' CURB OFFSET

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

KEHOE BLVD.

85' R.O.W.

PROPOSED VINAKOM
HANDHOLE

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



LEGEND

- PROPOSED HANDHOLE 15" X 15.5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
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- EXISTING DRIVEWAY
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CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPage COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.



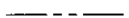









PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	FIG. NO.	REVISION:
SCALE: 1"=80'	PROJECT NO:	PHASE 2	SHEET: 7 OF 12

BREAKLINE
SEE SHEET 6 OF 12

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DUPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
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-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



N. GARY AVE.

66' R.O.W.

END OF LINE

35' WIDE STREET

10' CURB OFFSET

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

VILLAGE DR.

PROPOSED SERVICE LINE

MATCH LINE
SEE SHEET 7 OF 12



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	PCSM NO.	REVISION:
SCALE: 1" = 80'	PROJECT NO. PHASE 2	SHEET: 8 OF 12	











MATCH LINE
SEE SHEET 6 OF 12

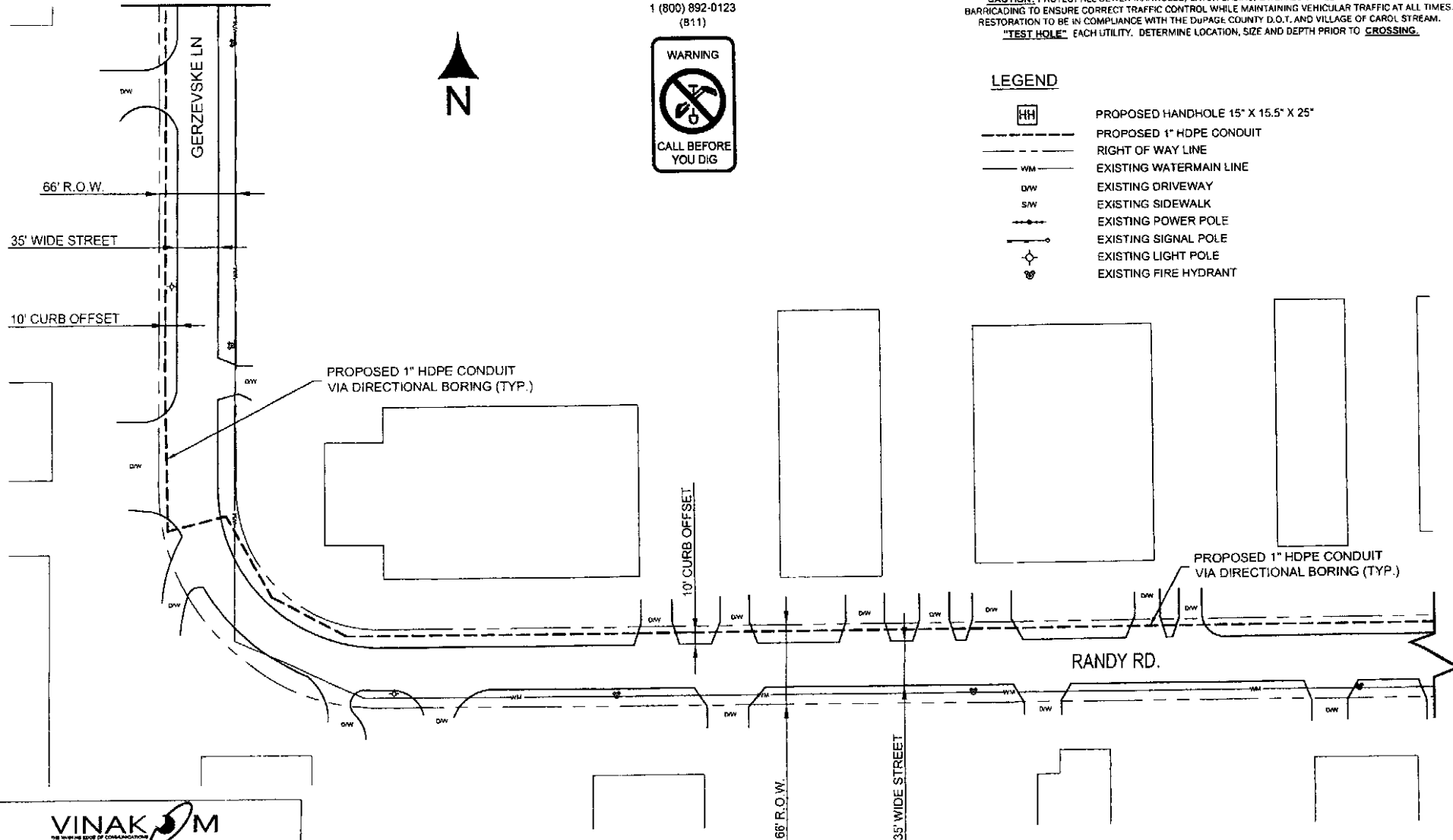
CALL JULIE TOLL FREE
1 (800) 892-0123
(811)

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LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
-  PROPOSED 1" HDPE CONDUIT
-  RIGHT OF WAY LINE
-  EXISTING WATERMAIN LINE
-  EXISTING DRIVEWAY
-  EXISTING SIDEWALK
-  EXISTING POWER POLE
-  EXISTING SIGNAL POLE
-  EXISTING LIGHT POLE
-  EXISTING FIRE HYDRANT



PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DRAWN BY: S.H.	PROJECT NO.	REVISION
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 9 OF 12	

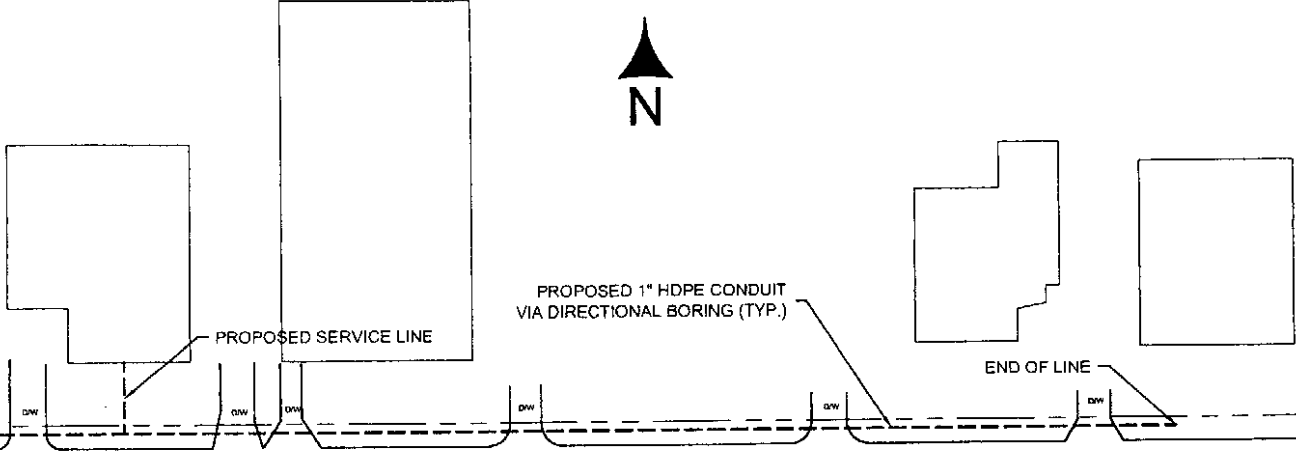
BREAKLINE
SEE SHEET 10 OF 12

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



BREAKLINE
SEE SHEET 9 OF 12

66' R.O.W.
10' CURB OFFSET
35' WIDE STREET



RANDY RD.

N. SCHMALE RD.

LEGEND

- PROPOSED HANDHOLE 15" X 15.5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
- EXISTING WATERMAIN LINE
- EXISTING DRIVEWAY
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PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.J.H.	FSCM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 10 OF 12	

BREAKLINE
SEE SHEET 6 OF 12

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)

BREAKLINE
SEE SHEET 5 OF 12



85' R.O.W.

KEHOE BLVD.

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

66' R.O.W.

10' CURB OFFSET

35' WIDE STREET

35' WIDE STREET

10' CURB OFFSET

PROPOSED VINAKOM
HANDHOLE

35' WIDE STREET

PROPOSED VINAKOM
HANDHOLE

COMMERCE DR.

PROPOSED 1" HDPE CONDUIT
VIA DIRECTIONAL BORING (TYP.)

PROPOSED SERVICE LINE






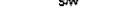

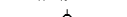


10' CURB OFFSET

ST. PAUL BLVD.

BREAKLINE
SEE SHEET 12 OF 12

BREAKLINE
SEE SHEET 12 OF 12

LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
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-  EXISTING DRIVEWAY
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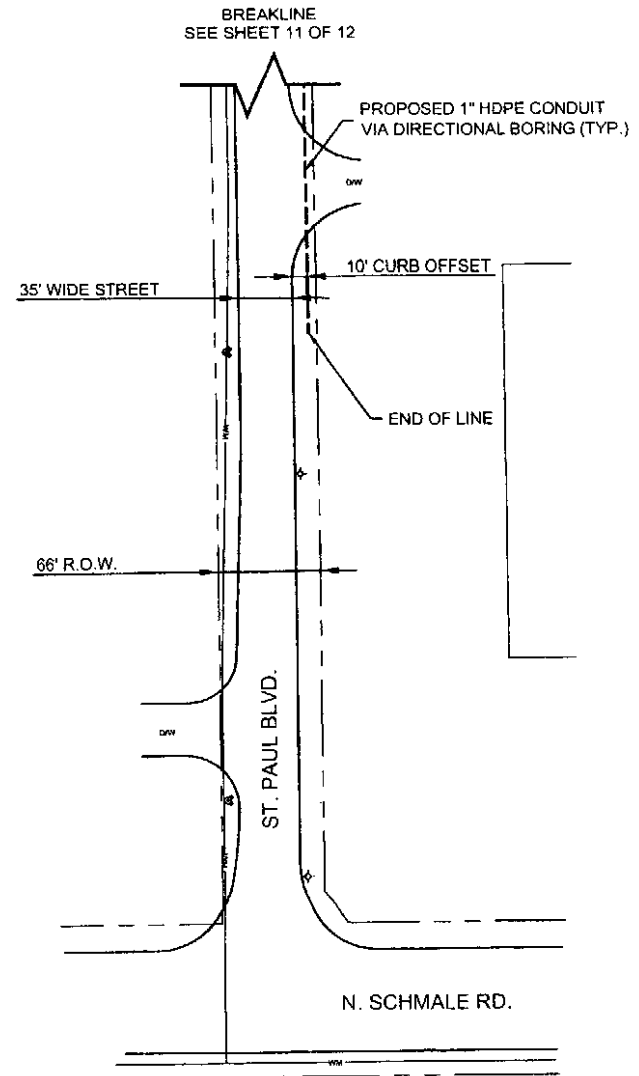
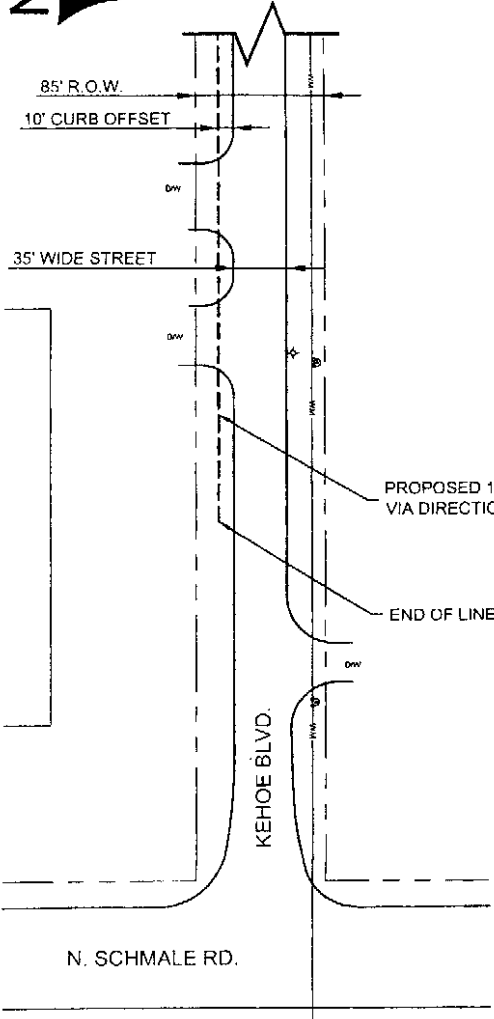
PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	PRJ. NO.:	REVISION:
SCALE: 1"=80'	PROJECT NO.:	PHASE 2	SHEET: 11 OF 12

CAUTION: PROTECT ALL SEWER MANHOLES, CATCH BASINS, LATERALS & INLETS. PROVIDE PROPER BARRICADING TO ENSURE CORRECT TRAFFIC CONTROL WHILE MAINTAINING VEHICULAR TRAFFIC AT ALL TIMES. RESTORATION TO BE IN COMPLIANCE WITH THE DuPAGE COUNTY D.O.T. AND VILLAGE OF CAROL STREAM. "TEST HOLE" EACH UTILITY. DETERMINE LOCATION, SIZE AND DEPTH PRIOR TO CROSSING.




BREAKLINE
SEE SHEET 11 OF 12

CALL JULIE TOLL FREE
1 (800) 892-0123
(811)



LEGEND

-  PROPOSED HANDHOLE 15" X 15.5" X 25"
- PROPOSED 1" HDPE CONDUIT
- RIGHT OF WAY LINE
- EXISTING WATERMAIN LINE
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VINAKOM
THE VILLAGE OF CAROL STREAM COMMUNICATIONS

PROJECT NAME: VILLAGE OF CAROL STREAM FIBER INSTALL			
DATE: 9-25-14	DWG. BY: S.H.	PCRM NO.	REVISION:
SCALE: 1"=80'	PROJECT NO. PHASE 2	SHEET: 12 OF 12	

EXHIBIT E

to LICENSE AGREEMENT BETWEEN THE VILLAGE OF CAROL STREAM AND VINAKOM COMMUNICATIONS

Disclosure Affidavit

State of Illinois)
County of Cook)

[VinaKom MUST SIGN THIS AFFIDAVIT]

I, KETU AMIN, reside at 50 NEW ABBEY LN in the City/town/Village of INVERNESS, County of COOK, State of ILLINOIS, being first duly sworn and having personal knowledge of the below facts, swear to the following:

1. That I am over the age of eighteen and the (choose one) OWNER (i.e., owner, authorized trustee, corporate official or managing agent) of Vina Kom Communications.

2. That the PROPERTY in question is commonly known as the VILLAGE Right-of-Way along ROADWAY PER EXHIBIT A D, in the Village of Carol Stream, County of DuPage, State of Illinois, and with a property index number of _____ (hereinafter "PROPERTY").

3. That I understand that pursuant to 50 ILCS 105/3.1, prior to execution of the License Agreement between VinaKom and the VILLAGE, State law requires the owner, authorized trustee, corporate official or managing agent to submit a sworn affidavit to the VILLAGE disclosing the identity of every owner and beneficiary who will obtain any interest, real or personal, in the PROPERTY, and every shareholder who will be entitled to receive more than 7.5% of the total distributable income of any corporation having any interest, real or personal, in the PROPERTY after this transaction is consummated.

4. As the owner, authorized trustee, corporate official or managing agent, I declare under oath that (choose one):

(a) The owners or beneficiaries of the trust are:

OWNER - KETU AMIN; or

(b) The shareholders with more than 7.5% interest are:

_____; or

(c) The corporation is publicly traded and there is no readily known individual having greater than a 7-1/2% interest in the corporation.

5. This instrument is made to induce the VILLAGE to license the PROPERTY to VinaKom in accordance with 50 ILCS 105/3.1.

Ketu Amin

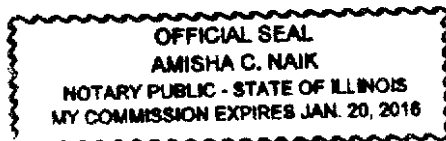
Affiant

Subscribed and Sworn to before me this 13th day of OCTOBER 2014.


My Commission Expires: JAN 20, 2016

Amisha C. Naik

Notary Public



Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Rose Armstrong, Secretary 
DATE: October 15, 2014
RE: Spring Trail Elementary School PTO
Request for Waiver of Fee for Sound Amplification Permit

Spring Trail Elementary School PTO has submitted an application for a sound amplification permit. They will be hosting a Tiger Trot 5K Run on Sunday, October 19, 2014 at Bierman Park from 9:00 am to 12:00 noon.

Attached is a letter from the school requesting a waiver of the \$25 fee in connection with the amplification permit. This will be their fourth year hosting this event and the fee has been waived in previous years. Both the school and the PTO are non-profit organizations.

Please place this on the agenda for the Monday, October 20, 2014 Board Meeting for the Board's review and consideration.

Thank you.

Attachment

*Spring Trail Elementary School PTO
1384 Spring Valley Dr.
Carol Stream, IL 60188
www.springtrailpto.org*



October 15, 2014

Village Manager's Office
Village of Carol Stream
500 N. Gary Avenue
Carol Stream, IL. 60188-1899

To Whom It May Concern:

Enclosed is an application for a Sound Amplifier Permit for Spring Trail Elementary School on October 19, 2014. The Spring Trail Elementary PTO is hosting a Tiger Trot 5K fundraiser around Bierman Park on Woodlake Dr; and we hope to have a announcements at the event.

The purpose of this family and community fundraising event is to allow families to promote health awareness in the school and to raise funds to enrich the learning environment at Spring Trail Elementary via the Spring Trail PTO's 5K.

If possible, we would like to ask that the \$25 permit fee be waived due to the fact that both the school and the PTO are non-profit organizations. If needed the PTO's 501 (c)(3) status TIN is 26-2676367.

We appreciate your time in reviewing our application for the Sound Amplifier Permit. If you have any questions feel free to contact me at 630.253.2484.

With Sincerest Appreciation,

A handwritten signature in black ink that reads "Tricia Weithofer". The signature is written in a cursive style.

Tricia Weithofer
PTO President
Spring Trail Elementary School
1384 Spring Valley Drive
Carol Stream, IL 60188

Village of Carol Stream
 Schedule of Bills
 For Village Board Approval on Oct 20, 2014

AGENDA ITEM
L-1 10-20-14

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
1ST AYD CORPORATION					
ABSORBENT PADS	108.90	01696200-53317	OPERATING SUPPLIES	655418	
	<u>108.90</u>				
A 1 ENGINE SERVICE INC					
SERVICE BATTERY CHARGER FOR TRUCK #1	521.53	01696200-53353	OUTSOURCING SERVICES	BATTERY CHRGR TRK#1	
	<u>521.53</u>				
A T & T					
FAX LINE PWKS FOR SEPT 2014	17.84	01652800-52230	TELEPHONE	0515689283001 10/14	
	<u>17.84</u>				
ACME TRUCK BRAKE & SUPPLY CO					
VALVE	23.66	01696200-53354	PARTS PURCHASED	1242340066	
	<u>23.66</u>				
AFTERMATH INC					
CLEAN & SANITIZE # 634	105.00	01662700-53317	OPERATING SUPPLIES	JC2014-3165	
	<u>105.00</u>				
AMAZON.COM					
BLUE TOOTH -LESCHER	35.24	01680000-53350	SMALL EQUIPMENT EXPENSE	104229499572	
	<u>35.24</u>				
AMERICAN EXPRESS MERCHANT SERVICES					
AMEX CC FEES SEPT/2014	9.61	04103100-52221	UTILITY BILL PROCESSING	INV#8573 SEPT/14	
AMEX CC FEES SEPT/2014	9.61	04103100-52221	UTILITY BILL PROCESSING	INV#9693 SEPT/14	
AMEX CC FEES SEPT/2014	9.61	04203100-52221	UTILITY BILL PROCESSING	INV#8573 SEPT/14	
AMEX CC FEES SEPT/2014	9.62	04203100-52221	UTILITY BILL PROCESSING	INV#9693 SEPT/14	
	<u>38.45</u>				

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AMERICAN FIRST AID					
1ST AID RPLN AUG/14	74.46	01590000-53317	OPERATING SUPPLIES	181921	
FIRST AID SUPPLIES	15.10	01670100-53317	OPERATING SUPPLIES	182669	
	<u>89.56</u>				
AMERICAN LEGAL PUBLISHING CORP					
SEPTEMBER CODIFICATION	210.00	01580000-52253	CONSULTANT	0100982	
	<u>210.00</u>				
AMERICAN MESSAGING					
RECORDS/SSU PAGERS SERV SEPT/14	7.69	01662600-52243	PAGING	U11134070I	
SSU PAGERS SEPT/14 (82.01%)	35.05	01662500-52243	PAGING	U11134070I	
	<u>42.74</u>				
AMERICAN SALE					
SWIM NOODLES	19.95	01662300-53317	OPERATING SUPPLIES	15721	
	<u>19.95</u>				
ARENDS HOGAN WALKER LLC					
SHIELD & IDLER	64.47	01696200-53354	PARTS PURCHASED	540197	
SPRAY PAINT & MANUAL	107.22	01696200-53354	PARTS PURCHASED	551127	
	<u>171.69</u>				
ARMBRUST PLUMBING, HEATING & AIR CONDITIO					
7 RPZ CERTIFICATIONS	1,067.82	01670500-52244	MAINTENANCE & REPAIR	0000077290	
	<u>1,067.82</u>				

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AUTO TRUCK GROUP					
#636 NEW SIREN & LIGHT CAGE & INSTALL -641	852.00	01662700-52244	MAINTENANCE & REPAIR	1242078	
LAPTOP MOUNT INSTALL	1,845.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1236650	
NEW SIREN FOR # 625	935.00	04201600-54413	COMPUTER EQUIPMENT	1240932	
REPAIR / REPLACE #623	206.00	01662700-52244	MAINTENANCE & REPAIR	1249939	
UPFIT FOR 2014 DURANGO #644	334.19	01662700-52244	MAINTENANCE & REPAIR	1250652	
UPFIT FOR 2014 DURANGO #644	4,980.00	01662700-53350	SMALL EQUIPMENT EXPENSE	1237369	
	6,364.00	01662700-52244	MAINTENANCE & REPAIR	1237369	
	15,516.19				
BANK OF AMERICA MERCHANT SERVICES					
CC MERCHANT FEE SEPT 2014	1.25	04103100-52221	UTILITY BILL PROCESSING	INV#0887 SEPT/2014	
CC MERCHANT FEE SEPT 2014	1.25	04203100-52221	UTILITY BILL PROCESSING	INV#0887 SEPT/2014	
CC MERCHANT FEES SEPT/2014	419.99	04103100-52221	UTILITY BILL PROCESSING	INV#2882 SEPT/14	
CC MERCHANT FEES SEPT/2014	420.00	04203100-52221	UTILITY BILL PROCESSING	INV#2882 SEPT/14	
	842.49				
BENCHMARK SALES & SERVICE OF IL INC					
BOOSTER PUMP REPAIR	4,250.00	04201600-52244	MAINTENANCE & REPAIR	14-1103	
CHARGER CT EMERGENCY PUMP REPAIR	3,850.00	04101500-52244	MAINTENANCE & REPAIR	14-1104	
	8,100.00				
BOB RIDINGS					
REPLACEMENT OF TRUCK #31-2015 FORD P/U \	31,464.00	01670500-54415	VEHICLES	F5298	
	31,464.00				
BRACING SYSTEMS					
CONCRETE TOOLS	107.00	01670500-53316	TOOLS	241131-1	
EXPANSION JOINTS	2.40	01670500-53317	OPERATING SUPPLIES	240900-1	
FLAGGING TAPE	2.69	01622200-53317	OPERATING SUPPLIES	241231-1	
	112.09				

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BRISCOE SIGNS LLC					
SIGNS FOR COM DEV	35.00	01680000-53319	MAINTENANCE SUPPLIES	2614	
	<u>35.00</u>				
C S PARK DISTRICT					
SEPT 2014 BARK PARK PASSES SOLD	19.00	01-24236	BARK PARK MEMBERSHIP	SEPT/14 BARK PARK	
	<u>19.00</u>				
C S PUBLIC LIBRARY					
PPRT FOR THE COLLECTION PERIOD OF OCT/14	5,914.79	01000000-41102	PERSONAL PROPERTY REPLAC TAXPPRT OCT/2014		
	<u>5,914.79</u>				
CADENCE OCCUPATIONAL HEALTH					
HEP B #3 - RIEMER	76.00	01662700-52236	MANAGEMENT PHYSICALS	160066	
VACCINATINS/RANDOM DRUG SCRIN & POST OFF	134.00	01662700-52236	MANAGEMENT PHYSICALS	160536	
VACCINATINS/RANDOM DRUG SCRIN & POST OFF	385.05	01600000-52225	EMPLOYMENT PHYSICALS	160536	
	<u>595.05</u>				
CANON SOLUTIONS AMERICA					
COPIER MTC 5/11-6/10	13.09	01670100-52231	COPY EXPENSE	4013295242	
COPIER MTC 5/11-6/10	13.09	04200100-52231	COPY EXPENSE	4013295242	
COPIER MTC 6/11-7/10	28.77	01670100-52231	COPY EXPENSE	4013691752	
COPIER MTC 6/11-7/10	28.77	04200100-52231	COPY EXPENSE	4013691752	
COPIER/SCANNER PWKS	2,517.62	04200100-54412	OTHER EQUIPMENT	162435371	
COPIER/SCANNER PWKS	2,517.62	04100100-54412	OTHER EQUIPMENT	162435371	
COPIER/SCANNER PWKS	2,517.63	01690100-54412	OTHER EQUIPMENT	162435371	
COPIER/SCANNER PWKS	2,517.63	01670100-54412	OTHER EQUIPMENT	162435371	
ENVELOPE FEEDER	41.62	01690100-54412	OTHER EQUIPMENT	162435741	
ENVELOPE FEEDER	41.62	01670100-54412	OTHER EQUIPMENT	162435741	
ENVELOPE FEEDER	41.63	04200100-54412	OTHER EQUIPMENT	162435741	
ENVELOPE FEEDER	41.63	04100100-54412	OTHER EQUIPMENT	162435741	
	<u>10,320.72</u>				

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CAROL STREAM LAWN & POWER					
GRABBERS FOR TRASH (2)	41.90	01670400-53316	TOOLS	345590	
REPLACEMENT BLADE	249.95	04201600-53316	TOOLS	346749	
STRING TRIMMER HEAD (51.36%)	90.52	01670400-53350	SMALL EQUIPMENT EXPENSE	346412	
VARIOUS PARTS	85.73	01696200-53354	PARTS PURCHASED	346412	
	<u>468.10</u>				

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CARQUEST AUTO PARTS					
5 GAL AIR TANK RTN'D	-26.39	01696200-53316	TOOLS	2420-314650	
AIR TANK	26.39	01696200-53316	TOOLS	2420-314228	
ALUMINUM VALVES	11.24	01696200-53354	PARTS PURCHASED	2420-315559	
AXLE	51.32	01696200-53354	PARTS PURCHASED	2420-313864	
AXLE RTN'D	-51.32	01696200-53354	PARTS PURCHASED	2420-313867	
BATTERIES	11.38	01696200-53317	OPERATING SUPPLIES	2420-315949	
BATTERY	107.99	01696200-53354	PARTS PURCHASED	2420-314861	
BLOWER MTR RESISTOR	41.38	01696200-53354	PARTS PURCHASED	2420-313750	
BOLT & BUSHING KIT	9.99	01696200-53354	PARTS PURCHASED	2420-316238	
BRACKETS	25.09	01696200-53354	PARTS PURCHASED	2420-316208	
CLAMP	1.32	01696200-53354	PARTS PURCHASED	2420-313990	
CLAMP & PLUG	90.84	01696200-53354	PARTS PURCHASED	2420-314014	
COPPER CORE	1.58	01696200-53354	PARTS PURCHASED	2420-314320	
DUCT CLEANER	14.70	01696200-53354	PARTS PURCHASED	2420-315016	
EVOLUTION WIPES	27.98	01696200-53354	PARTS PURCHASED	2420-313855	
FILTER	6.04	01696200-53354	PARTS PURCHASED	2420-315817	
FILTER	6.12	01696200-53354	PARTS PURCHASED	2420-314662	
FILTER & SEALANT	17.41	01696200-53354	PARTS PURCHASED	2420-314706	
FILTERS	8.92	01696200-53354	PARTS PURCHASED	2420-314897	
FILTERS	36.18	01696200-53354	PARTS PURCHASED	2420-314900	
FOAM SPRAY	11.03	01696200-53317	OPERATING SUPPLIES	2420-316051	
HEATER HOSE ASSY	67.07	01696200-53354	PARTS PURCHASED	2420-314637	
HYDRAULIC FITTING	17.99	01696200-53354	PARTS PURCHASED	2420-315183	
OIL FILTER	8.19	01696200-53354	PARTS PURCHASED	2420-315572	
OIL FILTERS	14.40	01696200-53354	PARTS PURCHASED	2420-314331	
OIL PAN GASKET SET	18.24	01696200-53354	PARTS PURCHASED	2420-314643	
RESELL & CORE RTN	-58.38	01696200-53354	PARTS PURCHASED	2420-314075	
RESELL & CORE RTNS	-142.22	01696200-53354	PARTS PURCHASED	2420-314883	
RETURN SRV PACK	-20.20	01696200-53354	PARTS PURCHASED	2420-315584	
ROTOR,PAD,BEARNG,SEAL	177.20	01696200-53354	PARTS PURCHASED	2420-316175	

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ROTORS & PADS	193.31	01696200-53354	PARTS PURCHASED	2420-314797	
SERVICE KIT	6.68	01696200-53354	PARTS PURCHASED	2420-315598	
SERVICE KIT	10.72	01696200-53354	PARTS PURCHASED	2420-315567	
SERVICE PACK	8.96	01696200-53354	PARTS PURCHASED	2420-315536	
SHRINK TUBING	4.39	01696200-53317	OPERATING SUPPLIES	2420-315488	
SPARK PLUG, FILTER	3.71	01696200-53354	PARTS PURCHASED	2420-314384	
THREADLOCKER RTN'D	-75.41	01696200-53317	OPERATING SUPPLIES	2420-314150	
THREADLOCKERS	40.45	01696200-53317	OPERATING SUPPLIES	2420-314146	
THREADLOCKERS	75.41	01696200-53317	OPERATING SUPPLIES	2420-314142	
WINDOW W/MOTOR	92.01	01696200-53354	PARTS PURCHASED	2420-314434	
	871.71				
CHALLENGE COINS R US					
DEPT CHALLG COINS	910.00	01660100-53317	OPERATING SUPPLIES	08-21-2014	
	910.00				
CHICAGO PARTS AND SOUND					
ALTERNATOR ASSY	399.45	01696200-53354	PARTS PURCHASED	615043	
CORE RETURN	-75.00	01696200-53354	PARTS PURCHASED	620409	
ROTORS & PAD	87.96	01696200-53354	PARTS PURCHASED	619868	
	412.41				
CHRISTOPHER B BURKE ENGR LTD					
PROF SERV'S FRM JULY 27 THRU SEPT 27 2014	4,468.50	01620100-52253	CONSULTANT	118679	
PROF SERV'S FRM JULY 27 TO SEPT 27 2014	8,110.14	01620100-52253	CONSULTANT	118678	
SERV FRM JULY 27 THRU SEPT 27 2014	4,724.50	01620100-52253	CONSULTANT	118677	
	17,303.14				
CIOSEK TREE SERVICE INC					
TREE REMOVALS	8,256.50	01670700-52268	TREE MAINTENANCE	AUGUST/2014	
TREE REMOVALS	13,000.00	01670700-52281	EAB REMOVAL/REPLACEMENT	AUGUST/2014	
	21,256.50				

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CLARK BAIRD SMITH LLP					
LABOR COUNSEL- SEPTEMBER 2014	940.00	01570000-52238	LEGAL FEES	5104	
	<u>940.00</u>				
COBAN TECHNOLOGIES INC					
REPAIR #611 COBAN	303.00	01662700-52244	MAINTENANCE & REPAIR	8509	
	<u>303.00</u>				
COLLEGE OF DUPAGE					
TRAINING-DUNTEMAN,J GREY 8/7/14	298.00	01664700-52223	TRAINING	5101	
	<u>298.00</u>				
COMCAST CABLE					
SERV FRM 08/11 - 09/10 2014	66.95	01664700-53330	INVESTIGATION FUND	0304788 08/04/14	
SERV FRM 09/11- 10/10 2014	76.45	01664700-53330	INVESTIGATION FUND	0304788 09/04/14	
	<u>143.40</u>				
COMED					
SERV FOR 9/8 - 10/8 2014	18.23	01670300-53213	STREET LIGHT ELECTRICITY	1083101009 10/09/14	
SERV FRM 09/08 - 10/09 2014	29.97	01670600-53210	ELECTRICITY	6827721000 10/10/14	
	<u>48.20</u>				
DAILY HERALD					
IT I PROJECT	209.30	01580000-52240	PUBLIC NOTICES/INFORMATION	T4384165	
	<u>209.30</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST SERV'S 10/06/14	105.00	01590000-52253	CONSULTANT	100614	
	<u>105.00</u>				
DICKS SPORTING GOODS					
R SCHAFFER 3 PR WADERS	329.97	01670100-53324	UNIFORMS	0314060	
STRM WATER AIR HORNS	38.97	01670700-53317	OPERATING SUPPLIES	0327864	
	<u>368.94</u>				

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DISCOVERY BENEFITS					
FLEX ADMIN -SEPTEMBER 2014	205.00	01600000-52273	EMPLOYEE SERVICES	488134-IN	
	205.00				
DOCUMENT IMAGING DIMENSIONS, INC					
TONER	32.97	01652800-52226	OFFICE EQUIPMENT MAINTENANC	241473	
TONER/ADM	49.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	237435	
TONER/POLICE	118.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	237388	
TONER/POLICE	238.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	237228	
TONER/RECORDS	178.00	01652800-52226	OFFICE EQUIPMENT MAINTENANC	241410	
WEBSITE UPDATED	570.00	01652800-52253	CONSULTANT	122212234	
	1,185.97				
DRIVERS LICENSE GUIDE COMPANY					
DRIVERS LICENSE GUIDE	81.80	01662700-52234	DUES & SUBSCRIPTIONS	076369	
	81.80				
DUPAGE AUTO BATH					
ADMIN 1/1-3/31 (1.74%)	10.50	01660100-52244	MAINTENANCE & REPAIR	0101-033114	
ADMIN 4/1-6/30 (0.51%)	5.25	01660100-52244	MAINTENANCE & REPAIR	0401-063014	
ENGR 4/1-6/30 (1.03%)	10.50	01622200-53317	OPERATING SUPPLIES	0401-063014	
INVEST 1/1-3/31 (6.97%)	42.00	01662400-53317	OPERATING SUPPLIES	0101-033114	
INVEST 4/1-6/30 (20.7%)	211.40	01662400-53317	OPERATING SUPPLIES	0401-063014	
PATROL 1/1- 3/31	537.75	01662700-52244	MAINTENANCE & REPAIR	0101-033114	
PATROL 4/1-6/30	693.70	01662700-52244	MAINTENANCE & REPAIR	0401-063014	
SOU 4/1- 6/30 (9.32%)	95.20	01664700-53317	OPERATING SUPPLIES	0401-063014	
TRAFFIC 1/1-3/31 (1.99%)	12.00	01662300-53317	OPERATING SUPPLIES	0101-033114	
TRAFFIC 4/1-6/30 (0.51%)	5.25	01662300-53317	OPERATING SUPPLIES	0401-063014	
	1,623.55				

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DUPAGE CHRYSLER DODGE JEEP					
MODULE	215.60	01696200-53354	PARTS PURCHASED	45246	
PLUG	424.96	01696200-53354	PARTS PURCHASED	45263	
SENSOR	26.14	01696200-53354	PARTS PURCHASED	45294	
TUBE	43.08	01696200-53354	PARTS PURCHASED	44992	
	<u>709.78</u>				
DUPAGE COUNTY ANIMAL CARE & CONTROL					
ANIMAL CARE-JUL/14	150.00	01662700-52249	ANIMAL CONTROL	502-20423	
	<u>150.00</u>				
DUPAGE MAYORS AND MANAGERS CONFERENCE					
SEPTEMBER BUSINESS CBM MTG -J BREINIG	40.00	01590000-52222	MEETINGS	8161	
	<u>40.00</u>				
ECN INTERMEDIATE HOLDING COMPANY INC					
CODE RED SERVICE BUREAU OVRAGE SEPT 5 20	180.00	01660100-52234	DUES & SUBSCRIPTIONS	ECN-017832	
	<u>180.00</u>				
EJ USA INC					
STORM GRATES	655.00	01670600-53317	OPERATING SUPPLIES	3752778	
	<u>655.00</u>				
EXAMINER PUBLICATIONS INC					
TREASURERS REPORT FY14	253.50	01580000-52240	PUBLIC NOTICES/INFORMATION	3452	
	<u>253.50</u>				
EXPERTS EXCHANGE					
PROF. SUBSCRIP.	185.95	01652800-52234	DUES & SUBSCRIPTIONS	0007876342	
	<u>185.95</u>				
EXPRESS AUTO GLASS INC					
TAX REFUND	-15.28	01696200-53353	OUTSOURCING SERVICES	054063CR	
	<u>-15.28</u>				

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FASTENAL INDUSTRIAL & CONSTRUCTION SUPPL					
SAFETY GLASSES	109.47	01620100-53317	OPERATING SUPPLIES	ILHAN23759	
	<u>109.47</u>				
FEDEX					
LAMINATION FOR DIAGRAM	48.60	01690100-53314	OFFICE SUPPLIES	36220030926	
	<u>48.60</u>				
FEECE OIL CO					
FUEL	47.94	01696200-53354	PARTS PURCHASED	1401870	
FUEL	897.12	01696200-53354	PARTS PURCHASED	3324259	
	<u>945.06</u>				
FIRESTONE COMPLETE AUTO CARE					
ALIGNMENT SERVICE	50.00	01696200-53353	OUTSOURCING SERVICES	023811	
ALIGNMENT SERVICE	79.00	01696200-53353	OUTSOURCING SERVICES	023413	
RETURN TIRES	-353.73	01696200-53354	PARTS PURCHASED	023801	
TIRES	327.52	01696200-53354	PARTS PURCHASED	023802	
TIRES	353.73	01696200-53354	PARTS PURCHASED	023783	
TIRES	508.64	01696200-53354	PARTS PURCHASED	023535	
	<u>965.16</u>				
FRANKLIN COVEY CO					
OFFICE SUPPLIES	43.66	01640100-53314	OFFICE SUPPLIES	81993752	
	<u>43.66</u>				
GALLS					
SPEED PLATE	159.98	01662700-53324	UNIFORMS	002396050	
	<u>159.98</u>				

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GAS PURCHASES-MASTERCARD					
FUEL-DRUG'D DRVR TRNG BRIAN COOPER	62.00	01662300-53317	OPERATING SUPPLIES	SPRINGFIELD	
FUEL-MADD AWARDS BRIAN COOPER	40.06	01662300-52223	TRAINING	24029	
FUEL-TRNG SPRINGFIELD TOM EBY	65.01	01664700-52223	TRAINING	210617	
FUEL/THOPPENSTED 9/14	41.16	04200100-52223	TRAINING	253690	
	<u>208.23</u>				
GOVTEMPSUSA LLC					
PROPERTY MTC INSP/ADM 09/28/14	560.00	01642100-52253	CONSULTANT	1600205	
PROPERTY MTC INSP/ADM 09/28/14	1,344.00	01590000-52253	CONSULTANT	1600205	
	<u>1,904.00</u>				
GUN DOG SUPPLY					
AMMUNITION	299.80	01662700-53321	AMMUNITION	970411	
	<u>299.80</u>				
H & H ELECTRIC COMPANY					
EMERGENCY STR LIGHT RPR	4,384.40	01670300-52271	STREET LIGHT MAINTENANCE	23363	20150016
	<u>4,384.40</u>				
HBK WATER METER SERVICE INC					
LG METER BENCH TEST	230.39	04201400-52282	METER MAINTENANCE	14-659	
	<u>230.39</u>				
HD SUPPLY WATERWORKS					
1" BRONZE METER	439.00	04201600-53317	OPERATING SUPPLIES	C949103	
TRENCH GRATING	594.00	01670400-53317	OPERATING SUPPLIES	C815861	
	<u>1,033.00</u>				
HEARTLAND RECYCLING-AURORA CCDD,LLC					
SPOILS DISPOSAL	500.00	04201600-52265	HAULING	11679	
	<u>500.00</u>				

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HI VIZ INC					
SWEATSHIRTS - GARAGE (10%)	80.40	01696200-53324	UNIFORMS	68947	
SWEATSHIRTS - GARAGE (10%)	101.10	01696200-53324	UNIFORMS	68882	
SWEATSHIRTS - SEWER (30%)	241.20	04100100-53324	UNIFORMS	68947	
SWEATSHIRTS - SEWER (30%)	303.30	04100100-53324	UNIFORMS	68882	
SWEATSHIRTS - STREETS	241.20	01670100-53324	UNIFORMS	68947	
SWEATSHIRTS - STREETS	303.30	01670100-53324	UNIFORMS	68882	
SWEATSHIRTS - WATER (30%)	241.20	04200100-53324	UNIFORMS	68947	
SWEATSHIRTS - WATER (30%)	303.30	04200100-53324	UNIFORMS	68882	
	<u>1,815.00</u>				
HIGH PSI LIMITED					
FITTINGS FOR EXCAVATOR	15.00	04201600-53317	OPERATING SUPPLIES	43894	
	<u>15.00</u>				
HOLSTEIN'S GARAGE					
VEHICLE INSPECTIONS	150.00	01696200-53353	OUTSOURCING SERVICES	7103	
	<u>150.00</u>				
HOME DEPOT					
2 BOARDS & 4 HOOKS	8.94	01696200-53317	OPERATING SUPPLIES	09361	
CONCRETE FOR STRM SEWER	299.52	04101500-53317	OPERATING SUPPLIES	47602	
CONCRETE SEWER REPAIR	318.72	01670600-53317	OPERATING SUPPLIES	86245	
CONCRETE SUPPLIES	11.55	01670500-53317	OPERATING SUPPLIES	09866	
DRILL/PLIERS/CLAMPS	139.90	01670300-53316	TOOLS	43345	
INSECT CONTROL/SKUNK	10.23	01670400-53317	OPERATING SUPPLIES	16556	
PAINT	85.30	01680000-53319	MAINTENANCE SUPPLIES	0229096	
RETURN & TAX REFUND	-323.48	04101500-53317	OPERATING SUPPLIES	47610CR	
SCREW & HOOKS	5.19	01696200-53317	OPERATING SUPPLIES	13611	
TARPS FOR SANDBAGGING	47.96	01670600-53317	OPERATING SUPPLIES	00876	
	<u>603.83</u>				

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HOTELS-MASTERCARD					
LODG CLUEVER,COOPR	285.60	01662300-52223	TRAINING	62926671	
LODG CONF IACP B COOPER	877.50	01662300-52223	TRAINING	10/24-29	
LODGING-HARKER	156.80	01664700-52223	TRAINING	64266570	
PARKING/THOPPENSTED	3.00	04200100-52223	TRAINING	SEPT 10/2014	
PARKING/THOPPENSTEDT	7.00	04200100-52223	TRAINING	9/11/2014	
PLACKETT/STAFEIJ LODG	285.60	01662300-52223	TRAINING	66630300	
THOPPENSTED/WTR CONF.	151.20	04200100-52223	TRAINING	3139546306	
TRAINING- KALINOWICZ	78.40	01662700-52223	TRAINING	80358432A	
TRNG JUNGERS LODG	652.65	01660100-52223	TRAINING	3143014861	
TRNG-JUNGER/KALINOWIC	313.60	01662700-52223	TRAINING	80358432	
	2,811.35				
HOVING CLEAN SWEEP LLC					
FY15 STREET SWEEPING 9/29- 9/30 2014	8,560.72	01670600-52272	PROPERTY MAINTENANCE	8746	20150027
	8,560.72				
IDENTI-KIT SOLUTIONS					
ANNL LEASE 2014/15	408.00	01662400-52255	SOFTWARE MAINTENANCE	104485	
	408.00				

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ILLINOIS ASSN OF CHIEFS OF POLICE					
AWARDS REGISTRATION 10/28/14	92.00	01662300-52223	TRAINING	10282014	
CLUEVER CONF IACP	295.00	01662300-52223	TRAINING	217852	
CLUEVER IACP MEMB	120.00	01662300-52223	TRAINING	100112386	
CONF PLACKETT IACP	295.00	01662300-52223	TRAINING	217855	
CONF STAFIEJ IACP	295.00	01662300-52223	TRAINING	214030	
COOPER CONFR IACP	295.00	01662300-52223	TRAINING	217856	
COOPER MBR FEE IACP	120.00	01662300-52223	TRAINING	1011235858	
MILLER CONFR IACP	295.00	01662300-52223	TRAINING	217860	
MILLER MEMBR FEE IACP	120.00	01662300-52223	TRAINING	101123857	
PLACKETT MBR FEE IACP	120.00	01662300-52223	TRAINING	101123860	
	2,047.00				
ILLINOIS CITY COUNTY MANAGEMENT ASSN					
ILCMA MTG-BREINIG	55.00	01590000-52222	MEETINGS	0012180384	
MESSINO RNWL 2014	157.75	01670100-52234	DUES & SUBSCRIPTIONS	0012167287	
	212.75				
ILLINOIS PAPER & COPIER CO					
COPY PAPER	78.00	01590000-52231	COPY EXPENSE	IN121293	
	78.00				
ILLINOIS POWER MARKETING					
SERV FRM 08/20 - 09/18 2014	2,045.08	01670300-53213	STREET LIGHT ELECTRICITY	105438414091 9/23/14	
SRV FOR 7/21 - 8/19 2014	1,871.22	01670300-53213	STREET LIGHT ELECTRICITY	105438414081 8/26/14	
	3,916.30				
ILLINOIS SECRETARY OF STATE					
IL SOS FEE	2.37	01662400-53317	OPERATING SUPPLIES	S403601A	
IL SOS REG RENEW	101.00	01662400-53317	OPERATING SUPPLIES	S403601	
TITLES FEES FOR 5 SEIZED VEHICLES	475.00	01664700-53317	OPERATING SUPPLIES	5 SEIZED VEH'S	
	578.37				

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ILLINOIS STATE POLICE					
LIVESCAN IL022040L REPLENISH OCT/2014	500.00	01660100-53317	OPERATING SUPPLIES	IL022040L LIVESCAN	
	500.00				
INTERNET PURCHASE MASTERCARD					
BATTERIES	131.87	01662757-53317	OPERATING SUPPLIES	647691	
BATTLE OF SEXES TROPHY	22.51	01600000-52340	WELLNESS PROGRAM	981638	
PRE-INKED STAMP	16.89	01670100-53314	OFFICE SUPPLIES	ZGCXWZ2A91	
PRE-INKED STAMP	16.89	04200100-53314	OFFICE SUPPLIES	ZGCXWZ2A91	
REFERENCE BOOKS	70.00	01664700-52223	TRAINING	BOOKS	
REFUND OF TAXES	-1.06	01670100-53314	OFFICE SUPPLIES	ZGCXWZ2A91CR	
REFUND OF TAXES	-1.06	04200100-53314	OFFICE SUPPLIES	ZGCXWZ2A91CR	
SUBSCR RNWL 9/4-10/3	24.00	01670100-52234	DUES & SUBSCRIPTIONS	9/4THRU10/3	
TABLET ER	1,041.00	01600000-53350	SMALL EQUIPMENT EXPENSE	20337009	
	1,321.04				
INTOXIMETERS INC					
SUPPLIES	130.00	01662300-53317	OPERATING SUPPLIES	475363	
	130.00				
ITRON INC					
HRDWR/SFTWR MTC NOV/14 THRU JAN/15	523.34	04103100-52221	UTILITY BILL PROCESSING	348314	
HRDWR/SFTWR MTC NOV/14 THRU JAN/15	523.35	04203100-52221	UTILITY BILL PROCESSING	348314	
	1,046.69				
JULIE INC					
JULY THRU SEPT 2014 LOCATES	404.13	01670300-52272	PROPERTY MAINTENANCE	2014-0361 9/30/14	
JULY THRU SEPT 2014 LOCATES	404.13	04101500-52272	PROPERTY MAINTENANCE	2014-0361 9/30/14	
JULY THRU SEPT 2014 LOCATES	404.13	04201600-52272	PROPERTY MAINTENANCE	2014-0361 9/30/14	
	1,212.39				

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JEWEL-OSCO					
CERT FOOD	24.46	01664700-53325	COMMUNITY RELATIONS	3246/374/138	
CERT SUPPLIES	40.95	01664700-53325	COMMUNITY RELATIONS	3246/135/106	
DONUTS FBI TRNG	28.73	01662700-52223	TRAINING	3260/91	
DRINKS MTG	10.48	01520000-52222	MEETINGS	3246/145	
	104.62				
JOE COTTON FORD					
SWITCH ASSY	-29.20	01696200-53354	PARTS PURCHASED	CM314707	
	-29.20				
JP MORGAN CHASE BANK, NA					
CHASE ACCT ANALYSIS FEE SEPT/14	214.96	04103100-52221	UTILITY BILL PROCESSING	INV #1901 SEPT/14	
CHASE ACCT ANALYSIS FEE SEPT/14	214.96	04203100-52221	UTILITY BILL PROCESSING	INV #1901 SEPT/14	
	429.92				
KIEFT BROTHERS INC					
SEWER LIDS - SEWER (40%)	200.00	04101500-53317	OPERATING SUPPLIES	205448	
SEWER LIDS - STORM	300.00	01670600-53317	OPERATING SUPPLIES	205448	
	500.00				
KLEIN, THORPE & JENKINS, LTD					
LEGAL SERVICES SEPT 2014	102.50	21500000-52238	LEGAL FEES	171899 10/8/14	
LEGAL SERVICES SEPT 2014	1,107.00	04200100-52238	LEGAL FEES	171899 10/8/14	
LEGAL SERVICES SEPT 2014	1,148.00	04100100-52238	LEGAL FEES	171899 10/8/14	
LEGAL SERVICES SEPT 2014	11,614.78	01570000-52238	LEGAL FEES	171899 10/8/14	
	13,972.28				
KOHL'S					
CLOTH ALLOW-RUDELICH	82.80	01664700-53324	UNIFORMS	2854/9	
	82.80				

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LAKESIDE INTERNATIONAL					
MOUNT KIT,CORE RETURN	1,529.67	01696200-53354	PARTS PURCHASED	7045754P	
	<u>1,529.67</u>				
LAW OFFICE OF MICHELLE L MOORE LTD					
DUI/TRAFF PROSC 8/14	6,074.35	01570000-52312	PROSECUTION DUI	AUG 21,2014	
DUI/TRAFF PROSC 8/14 (26.59%)	2,200.00	01570000-52235	LEGAL FEES-PROSECUTION	AUG 21,2014	
	<u>8,274.35</u>				
LENS ACE HARDWARE #426					
PAINT FOR #67	48.55	01670200-53317	OPERATING SUPPLIES	96833	
PAINT FOR PLOW TRUCKS	82.78	01670200-53317	OPERATING SUPPLIES	88458	
PAINT FOR SNOW PLOWS	115.13	01670200-53317	OPERATING SUPPLIES	054077	
PAINT FOR SNOW PLOWS	260.79	01670200-53317	OPERATING SUPPLIES	784017	
	<u>507.25</u>				
LEXISNEXIS					
AUG 2014 FEE	175.10	01662400-53330	INVESTIGATION FUND	1592091 2014 0831	
	<u>175.10</u>				
LIDS STORE					
CLOTH ALLOW - WALKER	34.99	01664700-53324	UNIFORMS	89943	
	<u>34.99</u>				
LIVE VIEW GPS INC					
MONTHLY FEE-SEPT	79.90	01664700-53330	INVESTIGATION FUND	187965	
	<u>79.90</u>				

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LOWE'S HOME CENTERS					
2 RECHRGR SPOTLIGHT	79.94	04201600-53317	OPERATING SUPPLIES	2373925	
BUCKET/FIRE EXT VLG	42.82	01680000-53319	MAINTENANCE SUPPLIES	8330954	
CABLE ENDS	17.93	01652800-53314	OFFICE SUPPLIES	8766598	
FILTERS-TC ICE MACH	7.98	01680000-53381	TC MAINTENANCE & SUPPLIES	6358744	
MEASURING WHEEL	31.97	01662300-53350	SMALL EQUIPMENT EXPENSE	9928066	
PUBLIC WORKS LIGHTING	96.26	01670300-53215	STREET LIGHT SUPPLIES	9674241	
SCREWS/WASHERS	8.33	01680000-53381	TC MAINTENANCE & SUPPLIES	8928231	
SENSOR SWITCH	19.99	01680000-53319	MAINTENANCE SUPPLIES	6287006	
SPADE/PICK & TAPE	77.74	04201600-53317	OPERATING SUPPLIES	2646182	
TAPE/FOLDING HEX	52.43	01670300-53316	TOOLS	9322068	
TC BRIDGE PAINT BRSH	8.94	01680000-53381	TC MAINTENANCE & SUPPLIES	6232973	
VELCRO/WSHRS VLG HL	8.56	01680000-53319	MAINTENANCE SUPPLIES	9673956	
	452.89				
MENARDS					
SANDBLASTING MATERIAL	67.87	01670200-53317	OPERATING SUPPLIES	084862	
	67.87				
METROPOLITON INDUSTRIES INC					
TUBEWAY PUMP #2 EMERGENCY SEAL FAILURE F	8,143.00	04101500-52244	MAINTENANCE & REPAIR	289961	
	8,143.00				
MICHAEL J WOLAVER					
T-SHIRTS - STREETS	181.50	01670100-53324	UNIFORMS	5852	
	181.50				
MICHAELS STORE					
NEW FRAME PURCHASE	39.99	01662600-53314	OFFICE SUPPLIES	894419945629	
PICTURE FRAME	26.50	01662600-53314	OFFICE SUPPLIES	6300363715	
RETURN DAMAGED GOODS	-26.51	01662600-53314	OFFICE SUPPLIES	6300363715CR	
	39.98				

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MIDWEST METER INC					
REMOTE/FLANGE BOLT	2,027.41	04201400-53333	NEW METERS	0059112-IN	
	<u>2,027.41</u>				
MINUTEMAN PRESS					
FY14 CAFR COVERS. TABS, SPINES	235.69	01612900-53315	PRINTED MATERIALS	44792	
	<u>235.69</u>				
MNJ TECHNOLOGIES DIRECT					
AV ROOM DRIVES	297.74	01652800-54412	OTHER EQUIPMENT	0003348472	
DRIVE CHASIS	577.59	01652800-54412	OTHER EQUIPMENT	0003348473	
RSCSI SWITCHES	3,366.13	01652800-54412	OTHER EQUIPMENT	3348925	
UPS REPLACE	82.70	01652800-54412	OTHER EQUIPMENT	0003348471	
	<u>4,324.16</u>				
MR SITCO					
OCTOBER 2014 METER READING	1,649.10	04103100-52221	UTILITY BILL PROCESSING	2014028	
OCTOBER 2014 METER READING	1,649.10	04203100-52221	UTILITY BILL PROCESSING	2014028	
	<u>3,298.20</u>				
NAPA AUTO CENTER					
BRAKE ROTOR RTN'D	-185.36	01696200-53354	PARTS PURCHASED	276033	
HEADLIGHT	7.31	01696200-53354	PARTS PURCHASED	273255	
ROTORS & PAD	189.71	01696200-53354	PARTS PURCHASED	275849	
SENSOR	104.60	01696200-53354	PARTS PURCHASED	276013	
	<u>116.26</u>				
NEENAH FOUNDRY COMPANY					
GRATE FOR MCORMICK SEWR	90.00	01670600-53317	OPERATING SUPPLIES	803134	
SEWER REPAIR EASTON	209.00	01670600-53317	OPERATING SUPPLIES	804389	
	<u>299.00</u>				

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NEXTEL COMMUNICATIONS					
07/17-08/16 FEE	121.84	01662400-53330	INVESTIGATION FUND	144871676-032	
	121.84				
NICOR					
SERV FRM 09/08 - 10/08 2014	26.36	01680000-53230	NATURAL GAS	2476301000 10/09/14	
SERV FRM 09/08 - 10/08 2014	392.76	01680000-53230	NATURAL GAS	1771121000 10/09/14	
SERV FRM 09/08 - 10/08 2014	669.89	01680000-53230	NATURAL GAS	9502121000 10/09/14	
SERV FRM 09/08 THRU 10/08 2014	26.36	04201600-53230	NATURAL GAS	13-81-12-10007 10/08	
SERV FRM 09/09 - 10/09 2014	80.99	04101500-53230	NATURAL GAS	86606011178 10/09/14	
	1,196.36				
NMI					
GATEWAY FEE 7/31-8/30	10.20	01610100-52256	BANKING SERVICES	250797995	
CC GATEWAY FEES SEPT/2014	66.85	04103100-52221	UTILITY BILL PROCESSING	250944084	
CC GATEWAY FEES SEPT/2014	66.85	04203100-52221	UTILITY BILL PROCESSING	250944084	
	143.90				

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OFFICE DEPOT					
FLAT CARD PAPER	12.99	01662600-53314	OFFICE SUPPLIES	726829103	
LABELS	50.82	01662600-53314	OFFICE SUPPLIES	726175897001	
OFFICE SUPPLIES	2.03	01662600-53314	OFFICE SUPPLIES	729182851001	
OFFICE SUPPLIES	9.60	01662600-53314	OFFICE SUPPLIES	730465042001	
OFFICE SUPPLIES	17.07	01662600-53314	OFFICE SUPPLIES	730465041001	
OFFICE SUPPLIES	23.77	01670100-53314	OFFICE SUPPLIES	728869678001	
OFFICE SUPPLIES	51.44	01640100-53314	OFFICE SUPPLIES	727529891	
OFFICE SUPPLIES	142.49	01612900-53350	SMALL EQUIPMENT EXPENSE	730535363001	
OFFICE SUPPLIES	213.44	01662600-53314	OFFICE SUPPLIES	729182773	
OFFICE SUPPLIES (23.81%)	44.54	01612900-53317	OPERATING SUPPLIES	730535363001	
OFFICE SUPPLIES (50.01%)	23.78	04200100-53314	OFFICE SUPPLIES	728869678001	
P-TOUCH TAPE-INV.	78.32	01662600-53314	OFFICE SUPPLIES	726834069	
PUSHPINS	2.48	01670100-53314	OFFICE SUPPLIES	728869798001	
PUSHPINS	2.48	04200100-53314	OFFICE SUPPLIES	728869798001	
RECYCLE STAMP	11.99	04200100-53314	OFFICE SUPPLIES	726102637001	
REPLACEMENT-PRICE ADJ	8.79	01662600-53314	OFFICE SUPPLIES	727713667	
RETURN DAMAGED GOODS	-12.99	01662600-53314	OFFICE SUPPLIES	727722070	
SHEET PROTECTORS	59.98	04200100-53314	OFFICE SUPPLIES	727440359001	
SUPPLIES	11.99	01690100-53314	OFFICE SUPPLIES	723685417001	
SUPPLIES	11.99	01670100-53314	OFFICE SUPPLIES	723685417001	
	767.00				
OMI					
WRC OPERATIN CONTRACT- OCTOBER 2014	132,687.16	04101100-52262	WRC CONTRACT	59744	20150019
WRC OPERATIN CONTRACT-NOVEMBER 2014	132,687.17	04101100-52262	WRC CONTRACT	59939	20150019
	265,374.33				

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PCS INDUSTRIES					
OIL DRY GRANUALS	79.10	01670200-53317	OPERATING SUPPLIES	173988	
OIL DRY GRANUALS	79.10	01670400-53317	OPERATING SUPPLIES	173988	
OIL DRY GRANUALS	79.10	01670500-53317	OPERATING SUPPLIES	173988	
OIL DRY GRANUALS	79.10	04201600-53317	OPERATING SUPPLIES	173988	
OIL DRY GRANUALS	79.10	04101500-53317	OPERATING SUPPLIES	173988	
	<u>395.50</u>				
PLATINUM POOLCARE AQUATECH LTD					
AUGUST GARY FOUNTAIN	1,326.60	01680000-52219	TC MAINTENANCE	54405	
TC FOUNTAIN RPR 8/26	17.91	01680000-52244	MAINTENANCE & REPAIR	54270	
	<u>1,344.51</u>				
PORTER LEE CORPORATION					
BEAST LABELS	268.00	01662400-53317	OPERATING SUPPLIES	14890	
	<u>268.00</u>				
RADCO COMMUNICATIONS INC					
693 STROBE	96.00	01662700-52244	MAINTENANCE & REPAIR	80081	
CREDIT-8/14 OVERCHRG	-0.50	01662700-52244	MAINTENANCE & REPAIR	80031CR	
	<u>95.50</u>				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 20, 2014**

<u>Vendor / Description</u>	<u>Amount</u>	<u>Account Number</u>	<u>Account Description</u>	<u>Invoice No.</u>	<u>Purchase Order</u>
RAY O'HERRON CO					
BADGE RECONDITION	80.00	01660100-53324	UNIFORMS	147619	
BARRIER TAPE	179.85	01662700-53317	OPERATING SUPPLIES	1447091	
CASTRO UNIFORM	116.99	01664700-53324	UNIFORMS	1444245	
CHACON	174.99	01662400-53324	UNIFORMS	1451278	
DUMOULIN	186.95	01662400-53324	UNIFORMS	1451280	
EBY	119.08	01664700-53324	UNIFORMS	1447093	
FRY	37.00	01662700-53324	UNIFORMS	1447090	
FRY	74.00	01662700-53324	UNIFORMS	1451277	
HARRISON	272.00	01662700-53324	UNIFORMS	1451276	
LOVERDE	125.99	01662700-53324	UNIFORMS	1448596	
O'BRIEN	176.00	01662700-53324	UNIFORMS	1444539	
PATCH	4.00	01662400-53324	UNIFORMS	1444538	
PLUMB	17.00	01662700-53324	UNIFORMS	1447092	
RANWEILER	111.00	01662700-53324	UNIFORMS	1444540	
SANCHEZ	109.99	01662700-53324	UNIFORMS	1451275	
TAC VESTS	87.78	01662700-53322	EMERGENCY EQUIPMENT	1446530	
TAC VESTS	109.78	01662700-53322	EMERGENCY EQUIPMENT	1448594	
TURNHOLT	1,093.91	01662700-53324	UNIFORMS	1437267	
	3,076.31				
RECORD INFORMATION SERVICES INC					
RECORD INFO. SERVICES	575.00	01642100-52234	DUES & SUBSCRIPTIONS	37386	
	575.00				
RECRUITERBOX					
APPL TRCK SUBSCRIPT 8/23/14- 9/23/14	90.00	01600000-52255	SOFTWARE MAINTENANCE	4DYMWBFI0VHL1t	
	90.00				

**Village of Carol Stream
Schedule of Bills
For Village Board Approval on Oct 20, 2014**

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RESTAURANT-MASTERCARD					
9-15-14 SPECIAL BOT	146.11	01520000-52222	MEETINGS	9/15/14-3	
9-2-14 SPEC. BOT MTG	213.23	01520000-52222	MEETINGS	25	
CERT FOOD	250.00	01664700-53325	COMMUNITY RELATIONS	103	
FBI TRNG -DONUTS	82.33	01662700-52223	TRAINING	745627	
FBI TRNG LUNCH	115.80	01662700-52223	TRAINING	52312	
FBI TRNG-DONUTS	28.48	01662700-52223	TRAINING	2373061	
FBI TRNG-LUNCH	118.71	01662700-52223	TRAINING	0090	
FOOD-CERT VOLUNTEERS	48.15	01664773-53325	COMMUNITY RELATIONS	1036	
FOOD-ROAD SAFETY	52.57	01662300-53317	OPERATING SUPPLIES	34853411	
FOOD-ROADSIDE SAFETY	43.26	01662300-53317	OPERATING SUPPLIES	TACO BELL	
FOOD-ROADSIDE SAFTEY	19.43	01662300-53317	OPERATING SUPPLIES	2392175	
FOOD/ROADSIDE SAFETY	12.56	01662300-53317	OPERATING SUPPLIES	025357 9/19	
FOOD/ROADSIDE SAFETY	55.00	01662300-53317	OPERATING SUPPLIES	42 9/19/14	
LUNCH FOR FBI	32.82	01662700-52223	TRAINING	00194	
LUNCH HOPPENSTEDT	7.67	04200100-52223	TRAINING	794	
STRATEGIC PLN MTG	56.50	01670100-52223	TRAINING	8/12/14 #6	
	1,282.62				
RICHARD ROYCE					
ICE CREAM FOR OPEN HOUSE WRC 10/4/14	326.00	04101100-52244	MAINTENANCE & REPAIR	10/04/14 WRC OPN HS	
	326.00				
RUSH TRUCK CENTERS					
VALVE	262.25	01696200-53354	PARTS PURCHASED	16229088	
	262.25				
SAFETY KLEEN					
SOLVENT	283.15	01696200-52284	EQUIPMENT MAINTENANCE	64751395	
	283.15				

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SEARS HARDWARE					
BBAUERS JEANS	118.99	01670100-53324	UNIFORMS	011725140351	
SAFETY SHOES-J LUDMAN	104.99	01622200-53324	UNIFORMS	011725214699	
	<u>223.98</u>				
SEAWAY SUPPLY CO					
TOWELS	88.00	01670400-53317	OPERATING SUPPLIES	101431	
	<u>88.00</u>				
SIKICH LLP					
PWKS FUEL INTERNAL CONTROL REVIEW	12,500.00	01610100-52253	CONSULTANT	197034	
	<u>12,500.00</u>				
SQUEEGEE BROS INC					
DARE SUPPLIES	475.00	01664765-53325	COMMUNITY RELATIONS	SBCSPD20	
DARE SUPPLIES	475.00	01664765-53325	COMMUNITY RELATIONS	SBCSPD21	
DARE SUPPLIES	712.50	01664765-53325	COMMUNITY RELATIONS	SBCSP52	
	<u>1,662.50</u>				
ST AUBIN NURSERY					
TREE PURCHASE	5,100.00	01670700-52268	TREE MAINTENANCE	12280	
TREE PURCHASE	45,900.00	01670700-52281	EAB REMOVAL/REPLACEMENT	12280	
	<u>51,000.00</u>				
STATE CHEMICAL SOLUTIONS					
ORANGE GEL/AEROSOLS	170.85	01696200-53317	OPERATING SUPPLIES	0096932774	
ORANGE GEL/AEROSOLS (25%)	85.42	01670500-53317	OPERATING SUPPLIES	0096932774	
ORANGE GEL/AEROSOLS (25%)	85.43	01670200-53317	OPERATING SUPPLIES	0096932774	
	<u>341.70</u>				
STRAND & ASSOCIATES					
DESIGN & BIDDING SERV FOR I&I REHAB PROJ	2,025.24	04101500-52244	MAINTENANCE & REPAIR	0107239	
	<u>2,025.24</u>				

**Village of Carol Stream
Schedule of Bills
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SUBURBAN LABORATORIES INC					
COLIFORM COMPLIANCE	184.00	04201600-52279	LAB SERVICES	115331	
	<u>184.00</u>				
SUNRISE CHEVROLET					
MOTOR	135.16	01696200-53354	PARTS PURCHASED	823804	
	<u>135.16</u>				
SUPERIOR ROAD STRIPING					
2014 PAVEMENT MARKING PROJ	19,537.81	01670300-52272	PROPERTY MAINTENANCE	563014	20150041
	<u>19,537.81</u>				
TERRACE SUPPLY COMPANY					
JULY RENTAL PERIOD	26.35	01696200-52264	EQUIPMENT RENTAL	00940918	
	<u>26.35</u>				
THE CONSERVATION FOUNDATION					
HOPPENSTEDT, MARMULEJO	70.00	01670200-52223	TRAINING	9/25/14	
LOPEZ, SCHAFFER	70.00	01670200-52223	TRAINING	9/25/14B	
PAULG, TECHTR, PAGLIA, NEWLIN, FISHER TRNG	175.00	01670200-52223	TRAINING	09/25/14A	
TRNG PAULING/GUENTHER	190.00	01670100-52223	TRAINING	SEPT10,2014	
	<u>505.00</u>				
THEODORE POLYGRAPH SERVICE					
POLYGRAPH FOR POLICE OFFICER CANDIDATE	135.00	01510000-52228	PERSONNEL HIRING	4525	
	<u>135.00</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATED					
SEPTEMBER 2014 E-PAY	225.00	04103100-52221	UTILITY BILL PROCESSING	17420	
SEPTEMBER 2014 E-PAY	225.00	04203100-52221	UTILITY BILL PROCESSING	17420	
SEPTEMBER BILLS & SHUT OFF NOTICES	1,220.59	04203100-52221	UTILITY BILL PROCESSING	17398	
SEPTEMBER BILLS & SHUT OFF NOTICES	1,220.60	04103100-52221	UTILITY BILL PROCESSING	17398	
	<u>2,891.19</u>				

**Village of Carol Stream
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THOMAS ENGINEERING GROUP, LLC					
PROF ENGR SERVICES-THRU SEPT 30 2014	13,034.06	04201600-54480	CONSTRUCTION	14-096	20150001
	<u>13,034.06</u>				
TIC TANK INDUSTRY CONSULTANTS					
DECOMMISSIONING ANTENNA REVIEWS US CELI	4,053.09	04200100-52253	CONSULTANT	31178	
INSP SPRINT ANTENNA UPGRADE	553.09	04200100-52253	CONSULTANT	31177	
	<u>4,606.18</u>				
TKK ELECTRONICS LLC					
DUI TECH FUND 643	67.95	01662300-53350	SMALL EQUIPMENT EXPENSE	9712	
	<u>67.95</u>				
TRAFFIC CONTROL & PROTECTION					
MISC SIGNS	667.70	01670300-53344	STREET SIGNS	81233	
	<u>667.70</u>				
TRANS UNION LLC					
07/26-08/25 FEE	55.00	01662400-53330	INVESTIGATION FUND	08400705	
SERV FOR 06/01 - 06/30 2014	1.50	01662400-53330	INVESTIGATION FUND	48931 JUNE/2014	
SERV FOR AUG/2014	6.75	01662400-53330	INVESTIGATION FUND	48931 AUG/2014	
SERV FOR JULY 2014	6.75	01662400-53330	INVESTIGATION FUND	48931 JULY/2014	
	<u>70.00</u>				
TRISOURCE SOLUTIONS LLC					
TRISOURCE CC FEES SEPT/2014	759.73	04103100-52221	UTILITY BILL PROCESSING	INV#7833 SEP/2014	
TRISOURCE CC FEES SEPT/2014	759.73	04203100-52221	UTILITY BILL PROCESSING	INV#7833 SEP/2014	
TRISOURCE CC FEE SEPT/2014	16.05	01610100-52256	BANKING SERVICES	INV#1420 SEPT/14	
	<u>1,535.51</u>				
TYCO INTEGRATED SECURITY LLC					
CHRG LIFTCT 9/1-11/30	38.25	04100100-52234	DUES & SUBSCRIPTIONS	22494481	
	<u>38.25</u>				

**Village of Carol Stream
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U S CAVALRY LLC					
CLOTH ALLOW - LALLY	126.88	01662400-53324	UNIFORMS	2423522	
	126.88				
U S POSTMASTER					
S/O NOTICES OCT/2014	48.72	04103100-52229	POSTAGE	INV#PRMT 1529 10/7	
S/O NOTICES OCT/2014	48.72	04203100-52229	POSTAGE	INV#PRMT 1529 10/7	
	97.44				
UNIFIRST CORPORATION					
MATS/TOWELS 8/26/14	17.40	01670100-53317	OPERATING SUPPLIES	972851	
MATS/TOWELS 9/16/14	17.40	01670100-53317	OPERATING SUPPLIES	977519	
MATS/TOWELS 9/2/14	17.40	01670100-53317	OPERATING SUPPLIES	974393	
MATS/TOWELS 9/9/14	17.40	01670100-53317	OPERATING SUPPLIES	975953	
UNIFORM 8/26/14 (32.81%)	33.93	01696200-52267	UNIFORM CLEANING	972851	
UNIFORM 9/16/14 (32.81%)	33.93	01696200-52267	UNIFORM CLEANING	977519	
UNIFORM 9/9/14 (32.81%)	33.93	01696200-52267	UNIFORM CLEANING	975953	
UNIFORMS 9/2/14 (32.81%)	33.93	01696200-52267	UNIFORM CLEANING	974393	
WIPES 8/26/14 (50.36%)	52.08	01696200-53317	OPERATING SUPPLIES	972851	
WIPES 9/16/14 (50.36%)	52.08	01696200-53317	OPERATING SUPPLIES	977519	
WIPES 9/2/14 (50.36%)	52.08	01696200-53317	OPERATING SUPPLIES	974393	
WIPES 9/9/14 (50.36%)	52.08	01696200-53317	OPERATING SUPPLIES	975953	
	413.64				
UNITED LABORATORIES					
SPECIALTY CHEMICALS	668.53	04101500-53317	OPERATING SUPPLIES	095161	
SPECIALTY CHEMICALS	670.00	04101500-53317	OPERATING SUPPLIES	095161	
	1,338.53				

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Schedule of Bills
For Village Board Approval on Oct 20, 2014**

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UNITED STATES POSTAL SERVICE					
FOIA FULFILLMENT	5.05	01662600-53317	OPERATING SUPPLIES	307808895	
FOIA FULFILLMENT	5.05	01662600-53317	OPERATING SUPPLIES	310183849	
FOIA FULFILLMENT	7.40	01662600-53317	OPERATING SUPPLIES	307950115	
MAIL WATER REPORT	3.79	04200100-52229	POSTAGE	53	
PASSPORT 8/21/14	5.05	01610100-52229	POSTAGE	307799970	
PASSPORT 8/27/14	5.05	01610100-52229	POSTAGE	308338563	
PASSPORT 8/29/14	5.05	01610100-52229	POSTAGE	308579822	
PASSPORT 9/15/14	5.05	01610100-52229	POSTAGE	310003163	
PASSPORT 9/17/14	5.05	01610100-52229	POSTAGE	310256559	
PASSPORT 9/18/14	5.05	01610100-52229	POSTAGE	310398573	
PASSPORT 9/19/14	5.05	01610100-52229	POSTAGE	310534547	
PASSPORT 9/19/14	18.11	01610100-52229	POSTAGE	310530139	
PASSPORT 9/3/14	5.05	01610100-52229	POSTAGE	308937671	
PASSPORT 9/5/14	5.05	01610100-52229	POSTAGE	309152264	
PASSPORT 9/8/14	5.05	01610100-52229	POSTAGE	309371253	
URINE TO ISP LAB	14.95	01662400-53317	OPERATING SUPPLIES	126	
	104.85				
USA BLUE BOOK					
LED FLASHLIGHT	89.95	04201600-53317	OPERATING SUPPLIES	430799	
	89.95				
VERMEER ILLINOIS					
KNIFES & SCREWS	308.48	01696200-53354	PARTS PURCHASED	P79446	
	308.48				
VILLA PARK ELECTRICAL SUPPLY CO INC					
BOOTS	51.48	01670300-53215	STREET LIGHT SUPPLIES	01846010	
	51.48				

**Village of Carol Stream
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VOLOGY					
REPLACE SWITCH	795.00	01652800-54412	OTHER EQUIPMENT	INV346064	
	<u>795.00</u>				
WAL MART					
CLOTH ALLOW - EBY	24.40	01664700-53324	UNIFORMS	01710	
	<u>24.40</u>				
WATER PRODUCTS-AURORA					
SLOPED ADJUSTING RING	176.00	01670600-53317	OPERATING SUPPLIES	0251962	
	<u>176.00</u>				
WELCH BROS INC					
REFUND OF TAX	-17.08	01670600-53317	OPERATING SUPPLIES	1489692CR	
SEWER REPAIR EASTON	255.00	01670600-53317	OPERATING SUPPLIES	1595308	
STORM INLET REPAIRS	167.00	01670600-53317	OPERATING SUPPLIES	1493967	
	<u>404.92</u>				
WEST SIDE TRACTOR SALES					
PAPER PART	85.00	01696200-53354	PARTS PURCHASED	N07575	
	<u>85.00</u>				
WESTERN NRG INC					
FIREWALL/VPN APPL	1,410.00	01652800-52255	SOFTWARE MAINTENANCE	54367	
	<u>1,410.00</u>				
WESTMORE SUPPLY CO					
CONCRETE POURS	554.00	01670500-53317	OPERATING SUPPLIES	R 83327	
	<u>554.00</u>				
WM F MEYER CO- GLEN ELLYN					
PLUMBING PARTS	85.48	01680000-53319	MAINTENANCE SUPPLIES	S2823352.002	
URINAL RPR	48.21	01680000-53319	MAINTENANCE SUPPLIES	S2823352.003	
	<u>133.69</u>				

**Village of Carol Stream
Schedule of Bills
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XEROX CAPITAL SERVICES LLC					
COPIER/MTC CHRG SEPTEMBER 2014	1,333.04	01590000-52231	COPY EXPENSE	076133846	
	<u>1,333.04</u>				
ZEP SALES & SERVICE					
HAND WASH	105.95	01670100-53317	OPERATING SUPPLIES	9001204822	
	<u>105.95</u>				
ZEUS BATTERY PRODUCT					
BATTERIES	15.95	01680000-53381	TC MAINTENANCE & SUPPLIES	211986	
RECYCLED BATTERIES	17.86	04201600-53317	OPERATING SUPPLIES	00212176	
	<u>33.81</u>				
GRAND TOTAL	<u><u>\$599,815.42</u></u>				

The preceding list of bills payable totaling \$599,815.42 was reviewed and approved for payment.

Approved by:



Joseph Breinig – Village Manager

Date: 10/17/14

Authorized by:

Frank Saverino Sr – Mayor

Beth Melody - Village Clerk

Date: _____

ADDENDUM WARRANTS
Oct 7, 2014 thru Oct 20, 2014

Fund	Check #	Vendor	Description	Amount
General	A C H	Wheaton Bank & Trust	Payroll Sept 29, 2014 thru Oct 12, 2014	461,825.57
Water & Sewer	A C H	Wheaton Bank & Trust	Payroll Sept 29, 2014 thru Oct 12, 2014	45,278.94
General/ W& S	A C H	Ill Funds	I P B C for October 2014	<u>212,203.80</u>
				<u>719,308.31</u>

Approved this _____ day of _____, 2014

By: _____
Frank Saverino Sr- Mayor

Beth Melody - Village Clerk

Village of Carol Stream
General Fund Budget Summary
For the Month Ended September 30, 2014

MONTH

YTD

BUDGET

REVENUES

	MONTH		Monthly Variance		YTD		YTD Variance		Annual Budget	YTD Budget	YTD Actual	Variance	
	Last Year Sep	Current Year Sep	\$	%	Last Year YTD	Current Year YTD	\$	%				\$	%
Sales Tax	\$ 530,773	\$ 532,404	1,630	0%	\$ 2,486,248	\$ 2,594,199	107,951	4%	\$ 6,512,000	\$ 2,636,483	\$ 2,594,199	(42,283)	-2%
Home Rule Sales Tax	322,535	331,117	8,582	3%	1,477,969	1,582,186	104,217	7%	3,843,000	1,555,897	1,582,186	26,289	2%
State Income Tax	213,693	211,070	(2,623)	-1%	1,693,039	1,620,680	(72,359)	-4%	3,760,000	1,599,945	1,620,680	20,735	1%
Utility Tax - Electricity	161,510	159,252	(2,258)	-1%	779,736	780,376	639	0%	1,850,000	786,419	780,376	(6,044)	-1%
Telecommunications Tax	117,744	99,614	(18,131)	-15%	613,933	540,890	(73,043)	-12%	1,425,000	621,014	540,890	(80,124)	-13%
Fines (Court, Ord., ATLE, Towing)	173,863	144,309	(29,554)	-17%	717,377	646,621	(70,756)	-10%	1,745,000	736,767	646,621	(90,145)	-12%
Natural Gas Use Tax	15,511	13,425	(2,086)	-13%	164,643	142,908	(21,735)	-13%	585,000	131,461	142,908	11,447	9%
Other Taxes (Use, Hotel, PPRT Real Estate, Road & Bridge)	327,345	304,022	(23,323)	-7%	941,651	1,074,926	133,275	14%	2,007,400	1,032,818	1,074,926	42,108	4%
Licenses (Vehicle, Liquor, etc.)	5,645	10,962	5,317	94%	409,075	420,562	11,487	3%	591,800	414,942	420,562	5,620	1%
Cable Franchise Fees	-	-	-	0%	143,249	152,431	9,182	6%	606,000	252,500	152,431	(100,069)	-40%
Building Permits	70,983	45,106	(25,877)	-36%	298,015	276,678	(21,337)	-7%	620,300	312,125	276,678	(35,447)	-11%
Fees for Services	50,069	46,135	(3,935)	-8%	311,335	279,899	(31,436)	-10%	591,000	280,167	279,899	(267)	0%
Interest Income	2,511	-	(2,511)	-100%	12,484	10,786	(1,699)	-14%	40,000	16,667	10,786	(5,881)	-35%
All Other / Miscellaneous	44,647	86,932	42,285	95%	307,575	275,750	(31,824)	-10%	848,500	351,750	275,750	(76,000)	-22%
Revenue Totals	2,036,830	1,984,346	(52,484)	-3%	10,356,330	10,398,892	42,562	0%	25,025,000	10,728,952	10,398,892	(330,061)	-3%

EXPENDITURES

Fire & Police Commission	405	135	(270)	-67%	23,069	7,655	(15,414)	-67%	27,011	11,255	7,655	(3,600)	-32%
Legislative Board	9,489	7,191	(2,297)	-24%	72,966	90,385	17,420	24%	113,865	67,122	90,385	23,263	35%
Plan Commission & ZBA	252	164	(89)	-35%	1,957	2,088	131	7%	5,823	2,430	2,088	(342)	-14%
Legal Services	28,893	21,273	(7,619)	-26%	119,106	110,988	(8,118)	-7%	273,000	113,750	110,988	(2,762)	-2%
Village Clerk	2,028	2,180	153	8%	12,133	14,578	2,445	20%	37,459	15,779	14,578	(1,202)	-8%
Administration	34,795	66,329	31,535	91%	204,922	411,547	206,625	101%	1,022,644	442,906	411,547	(31,359)	-7%
Employee Relations	17,600	19,704	2,104	12%	92,141	102,891	10,751	12%	279,594	117,929	102,891	(15,037)	-13%
Financial Management	61,025	71,544	10,519	17%	395,150	387,112	(8,038)	-2%	850,300	377,741	387,112	9,371	2%
Engineering Services	67,974	72,219	4,245	6%	375,436	450,909	75,473	20%	1,047,288	441,569	450,909	9,340	2%
Community Development	66,507	64,323	(2,183)	-3%	347,843	378,199	30,356	9%	1,031,146	434,417	378,199	(56,217)	-13%
Information Services	72,539	31,929	(40,610)	-56%	395,798	222,720	(173,078)	-44%	536,224	225,102	222,720	(2,382)	-1%
Police	908,830	966,796	57,966	6%	5,350,148	5,641,670	291,522	5%	13,528,295	5,764,505	5,641,670	(122,835)	-2%
Public Works	258,480	272,822	14,342	6%	1,425,319	1,407,277	(18,042)	-1%	3,800,327	1,533,747	1,407,277	(126,470)	-8%
Municipal Building	27,783	28,498	715	3%	149,553	177,080	27,527	18%	665,604	174,531	177,080	2,549	1%
Municipal Garage	(3,639)	(3,951)	(312)	9%	44,297	40,456	(3,840)	-9%	-	-	40,456	40,456	100%
Transfers and Agreements	8,676	-	(8,676)	-100%	156,961	169,196	12,235	8%	1,755,000	88,333	169,196	80,863	92%
Town Center	15	101	86	575%	34,560	45,208	10,648	31%	51,420	51,170	45,208	(5,962)	-12%
Expenditure Totals	1,561,652	1,621,260	59,608	4%	9,201,357	9,659,959	458,602	5%	25,025,000	9,862,286	9,659,959	(202,327)	-2%
Net Increase / (Decrease)	475,178	363,086	(112,091)		1,154,973	738,933	(416,040)		-	866,667	738,933	(127,734)	

Village of Carol Stream
Water and Sewer Fund Budget Summary
For the Month Ended September 30, 2014

	MONTH				YTD				BUDGET					
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance		
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%	
REVENUES														
Water Billings	\$ 553,655	\$ 642,520	88,865	16%	\$ 2,705,206	\$ 2,826,177	120,971	4%	\$ 6,650,000	\$ 2,917,638	\$ 2,826,177	(91,461)	-3%	
Sewer Billings	227,193	227,257	64	0%	1,130,616	1,011,195	(119,421)	-11%	2,315,000	1,069,710	1,011,195	(58,515)	-5%	
Penalties/Admin Fees	15,759	12,856	(2,903)	-18%	77,305	67,723	(9,582)	-12%	175,000	72,917	67,723	(5,194)	-7%	
Connection/Expansion Fees	15,701	15,840	139	1%	71,583	113,608	42,025	59%	91,000	37,917	113,608	75,692	200%	
Interest Income	4,076	4,510	434	11%	20,749	22,066	1,318	6%	50,000	20,833	22,066	1,233	6%	
Rental Income	18,602	12,413	(6,188)	-33%	70,525	101,506	30,980	44%	200,000	83,333	101,506	18,172	22%	
All Other / Miscellaneous	3,626	9,381	5,755	159%	83,708	91,068	7,360	9%	93,000	13,333	91,068	77,735	583%	
Revenue Totals	838,612	924,778	86,166	10%	4,159,692	4,233,343	73,651	2%	9,574,000	4,215,681	4,233,343	17,662	0%	
EXPENDITURES														
Salaries & Benefits	86,793	78,864	(7,929)	-9%	473,366	470,547	(2,819)	-1%	1,244,536	526,534	470,547	(55,987)	-11%	
Purchase of Water	413,950	449,173	35,222	9%	1,877,842	2,093,925	216,084	12%	5,290,000	2,150,072	2,093,925	(56,147)	-3%	
WRC Operating Contract	130,405	24,998	(105,407)	-81%	755,576	660,129	(95,447)	-13%	1,736,807	723,670	660,129	(63,541)	-9%	
Maintenance & Operating	70,694	67,344	(3,350)	-5%	480,379	447,774	(32,605)	-7%	1,525,311	635,546	447,774	(187,772)	-30%	
IEPA Loan P&I	-	214,325	214,325	100%	-	214,325	214,325	100%	428,650	214,325	214,325	0	0%	
DWC Loan P&I	-	60,814	60,814	100%	61,795	60,814	(981)	-2%	60,815	60,815	60,814	(1)	0%	
Capital Outlay	-	29,897	29,897	100%	172,589	563,602	391,013	227%	5,629,000	2,500,000	563,602	(1,936,398)	-77%	
Expenditure Totals	701,843	925,416	223,573	32%	3,821,547	4,511,118	689,571	18%	15,915,119	6,810,962	4,511,118	(2,299,844)	-34%	
Net Increase / (Decrease)	136,769	(638)	(137,407)		338,144	(277,775)	(615,919)		(6,341,119)	(2,595,282)	(277,775)	2,317,507		

Village of Carol Stream
Capital Budget Summary
For the Month Ended September 30, 2014

	MONTH				YTD				BUDGET*		
	Last Year Sep	Current Year Sep	Monthly Variance		Last Year YTD	Current Year YTD	YTD Variance		Annual Budget	YTD Actual	% of Total
			\$	%			\$	%			
CAPITAL PROJECTS FUND											
REVENUES											
Capital Grants	\$ 3,543	\$ 7,335	3,792	107%	\$ 17,423	\$ 20,858	3,435	20%	\$ 344,000	\$ 20,858	6%
Interest Income	22,445	(2,350)	(24,795)	-110%	14,538	29,785	15,246	105%	75,000	29,785	40%
All Other / Miscellaneous	413	992	580	140%	7,150	51,895	44,745	626%	91,000	51,895	0%
Revenue Totals	26,401	5,978	(20,423)	-77%	39,111	102,538	63,426	162%	510,000	102,538	20%
EXPENDITURES											
Roadway Improvements	(2,752)	284,585	287,337	-10442%	262,801	3,052,895	2,790,094	1062%	5,318,000	3,052,895	57%
Facility Improvements	-	-	-	0%	39,596	-	(39,596)	-100%	300,000	-	0%
Stormwater Improvements	-	-	-	0%	29,446	-	(29,446)	-100%	92,000	-	0%
Miscellaneous	695	-	(695)	-100%	15,521	-	(15,521)	-100%	5,000	-	0%
Expenditure Totals	(2,057)	284,585	286,643	-13934%	347,364	3,052,895	2,705,531	779%	5,715,000	3,052,895	53%
Net Increase / (Decrease)	28,458	(278,608)	(307,066)	-1079%	(308,253)	(2,950,358)	(2,642,105)	857%	(5,205,000)	(2,950,358)	57%

MFT FUND

REVENUES											
Motor Fuel Tax Allotments	\$ 95,465	\$ 58,838	(36,627)	-38%	\$ 415,345	\$ 752,608	337,263	81%	\$ 943,000	\$ 752,608	80%
Interest Income	158	170	12	8%	1,153	799	(354)	-31%	7,000	799	11%
Revenue Totals	95,623	59,008	(36,615)	-38%	416,499	753,407	336,908	81%	950,000	\$ 753,407	79%
EXPENDITURES											
Street Resurfacing - Capital	-	-	-	0%	2,180,210	-	(2,180,210)	-100%	-	-	0%
Crack Filling	-	-	-	0%	-	47,321	47,321	100%	129,000	47,321	37%
Expenditure Totals	-	-	-	0%	2,180,210	47,321	(2,132,889)	100%	129,000	47,321	37%
Net Increase / (Decrease)	95,623	59,008	(36,615)	-38%	(1,763,712)	706,086	2,469,797	-140%	821,000	706,086	86%

* Due to the uncertainty of timing of various capital improvement projects, no YTD budget estimates are shown.

Village of Carol Stream
TIF Funds Budget Summary
 For the Month Ended September 30, 2014

	MONTH				YTD				BUDGET					
	Last Year Sep	Current Year Sep	Monthly Variance \$ %		Last Year YTD	Current Year YTD	YTD Variance \$ %		Annual Budget	YTD Budget	YTD Actual	Variance \$ %		
GENEVA CROSSING TIF														
REVENUES														
TIF Property Taxes	\$ 223,014	\$ 197,694	(25,320)	-11%	\$ 446,029	\$ 445,353	\$(675)	0%	\$ 475,000	\$ 475,000	\$ 445,353	(29,647)	-6%	
Interest Income	17	19	2	10%	79	87	9	11%	200	83	87	4	5%	
Village Contribution	-	-	-	0%	77,395	45,104	(32,291)	-42%	40,000	13,333	45,104	31,771	238%	
Revenue Totals	223,031	197,712	(25,318)	-11%	523,503	490,545	(32,958)	-6%	515,200	488,416	490,545	2,129	0%	
EXPENDITURES														
Principal Retirement	-	-	-	0%	-	-	-	0%	255,000	-	-	-	0%	
Interest Expense	-	-	-	0%	63,880	58,480	(5,400)	-8%	116,960	58,480	58,480	-	0%	
Paying Agent Fees	-	-	-	0%	3,000	3,000	-	0%	3,500	1,500	3,000	1,500	100%	
Expenditure Totals	-	-	-	0%	66,880	61,480	(5,400)	-8%	375,460	59,980	61,480	1,500	3%	
Net Increase / (Decrease)	223,031	197,712	(25,318)	-11%	456,623	429,065	(27,558)	-6%	139,740	428,436	429,065	629	0%	

NORTH/SCHMALE TIF

REVENUES														
TIF Property Taxes	\$ 9,389	\$ 7,378	\$(2,011)	-21%	\$ 18,779	\$ 14,757	\$(4,022)	-21%	\$ 33,600	\$ 33,600	\$ 14,757	\$(18,843)	-56%	
Sales Taxes	-	-	-	0%	-	-	-	0%	140,000	46,666	-	(46,666)	-100%	
Interest Income	0	0	0	85%	0	1	0	100%	40	12	1	(11)	-93%	
Village Contribution	-	-	-	0%	1,878	-	(1,878)	-100%	-	-	-	-	0%	
Revenue Totals	9,390	7,379	(2,011)	-21%	20,657	14,758	(5,899)	100%	173,640	80,278	14,758	(65,520)	-82%	
EXPENDITURES														
Legal Fees	2,205	78	(2,127)	-96%	6,988	117	(6,871)	-98%	4,000	1,665	117	(1,548)	-93%	
Consulting Fees	-	438	438	100%	2,738	438	(2,300)	-84%	5,000	2,500	438	(2,063)	-83%	
Other Expenses	-	-	-	0%	-	-	-	0%	153,500	-	-	-	0%	
Expenditure Totals	2,205	516	(1,689)	-77%	9,726	555	(9,171)	-94%	162,500	4,165	555	(3,611)	-87%	
Net Increase / (Decrease)	7,185	6,863	(322)		10,931	14,203	3,272		11,140	76,113	14,203	(61,910)		

Village of Carol Stream
Police Pension Fund Budget Summary
 For the Month Ended September 30, 2013

POLICE PENSION FUND	MONTH				YTD				BUDGET				
	Last Year	Current Year	Monthly Variance		Last Year	Current Year	YTD Variance		Annual	YTD	YTD	Variance	
	Sep	Sep	\$	%	YTD	YTD	\$	%	Budget	Budget	Actual	\$	%
REVENUES													
Investment Income	\$ (500,768)	\$ 887,692	1,388,460	-277%	\$ (766,120)	\$ 1,417,806	2,183,927	-285%	\$ 2,900,500	\$ 1,208,542	\$ 1,417,806	209,265	17%
Employee Contributions	38,574	40,167	1,593	4%	211,863	226,109	14,246	7%	570,000	241,154	226,109	(15,045)	-6%
Village Contribution	129,313	137,653	8,340	6%	646,565	688,263	41,698	6%	1,651,830	688,265	688,263	(3)	0%
Other Revenues	50	-	(50)	-100%	60	-	(60)	-100%	-	-	-	-	0%
Revenue Totals	(332,831)	1,065,511	1,398,342	-420%	92,368	2,332,178	2,239,810	2425%	5,122,330	2,137,961	2,332,178	194,217	9%
EXPENDITURES													
Investment and Admin Fees	3,669	1,325	(2,345)	-64%	40,876	98,021	57,145	140%	146,500	61,042	98,021	36,979	61%
Participant Benefit Payments	131,439	159,078	27,639	21%	657,195	770,646	113,451	17%	1,929,500	776,000	770,646	(5,354)	-1%
Expenditure Totals	135,108	160,402	25,294	19%	698,071	868,666	170,595	24%	2,076,000	837,042	868,666	31,625	4%
Net Increase / (Decrease)	(467,940)	905,108	1,373,048		(605,703)	1,463,512	2,069,215		3,046,330	1,300,919	1,463,512	162,593	

Village of Carol Stream
Schedule of Cash and Investment Balances
September 30, 2014

FUND	CASH	INVESTMENTS	TOTAL CASH & INVESTMENTS	LAST YEAR 9/30/2013
GENERAL FUND	\$ 816,066.23	\$ 13,513,623.49	\$ 14,329,689.72	\$ 15,650,294.04
WATER & SEWER FUND	747,664.79	13,912,328.95	14,659,993.74	15,746,321.27
CAPITAL PROJECTS FUND	-	21,048,402.84	21,048,402.84	21,512,757.96
MFT FUND	-	2,849,645.34	2,849,645.34	1,600,662.18
GENEVA CROSSING TIF FUND	-	2,389,841.50	2,389,841.50	2,215,407.65
NORTH/SCHMALE TIF FUND	-	25,416.32	25,416.32	20,657.16
POLICE PENSION FUND	360,470.28	39,872,107.91	40,232,578.19	35,825,695.08
TOTAL	<u>\$ 1,924,201.30</u>	<u>\$ 93,611,366.35</u>	<u>\$ 95,535,567.65</u>	<u>\$ 92,571,795.34</u>