

# Village of Carol Stream

## BOARD MEETING

### AGENDA

FEBRUARY 22, 2011

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

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE:** Trustee Fenner absent.

**B. MINUTES:** Approval of the Minutes of the February 7, 2011 Board Meeting.  
**Approved.**

**C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:**

**D. 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.*

**SEE ITEMS IDENTIFIED BELOW.**

**E. BOARD AND COMMISSION REPORTS:**

1. PLAN COMMISSION:

**F. OLD BUSINESS:**

**G. STAFF REPORTS & RECOMMENDATIONS:**

1. Award of Contract for Carnival Amusement Services.

*This is a request for award of contract for carnival amusement services to Alpine Amusement Company at the Ross Ferraro Town Center from June 23-26, 2011. **Approved. Bob Mellor to provide contract for Mayor's signature and transmit to Alpine Amusement.***

2. 2011 Town Center Events – Amplification Permit/Sponsorship Appeal.

*Report summarizes 2010 Summer Concert Series Sponsorship effort, details recommended entertainment selections and request an amplification permit for 11-single day events and one 4-day carnival.*

**Approved. Chris Oakley to provide contracts for Village Manager's signature and continue to secure sponsor donations.**

3. Award of Contract – Janitorial Services.

*This is a request for renewal of the janitorial services contract to Uni-Max, the current janitorial provider, in the amount of \$29,952/year for the Municipal and Public Works Centers. Uni-Max is not seeking a cost increase to the Village. **Approved. Bob Mellor to provide purchase order for Village Manager's signature.***

**H. ORDINANCES:**

# Village of Carol Stream

## BOARD MEETING

### AGENDA

**FEBRUARY 22, 2011**

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

#### **I. RESOLUTIONS:**

1. Resolution No. **2517**, Authorizing the Execution of an Intergovernmental Agreement with the Carol Stream Park District – Community Recreation Center. *This is an agreement with the Park District that specifies terms and conditions that will allow them to purchase 6-acres of Town Center property for construction of a community recreation center.*  
**Approved. Wynne Progar to obtain signatures, execute and provide copies to the Carol Stream Park District.**
2. Resolution No. **2518**, Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Carol Stream and the Carol Stream Park District to Establish an Emergency Shelter.  
*Agreement between the Carol Stream Park District and the Village to allow for the use of the Simkus Recreation Center as an Emergency Shelter Facility for disaster mass care.* **Approved. Wynne Progar to obtain signatures, execute and provide copies to the DuPage Office of Homeland Security and the DuPage/Kane Chapter of the American Red Cross.**
3. Resolution No. **2519**, Adopting Municipal Legislative Positions and Priorities for the 2011 Legislative Session.  
*This resolution supports the 2011 Legislative Action Program of the DuPage Mayors and Managers Conference.* **Approved. Wynne Progar to obtain signatures, execute and forward copies to DuPage Mayors and Managers Conference, state and federal legislators representing the Village of Carol Stream and the Governor.**

#### **J. NEW BUSINESS:**

1. Sound Amplification Permit Application – Joshua Kurby Charge for CHARGE 5K Run.  
*Request for waiver of amplification fee and approval to amplify before 10:00 a.m. for 5K run being held in Armstrong Park on Sunday, August 20, 2011.* **Approved. Terry Davis to issue permit.**

#### **K. PAYMENT OF BILLS:**

1. Regular Bills: **Approved. Jon Batek to process.**
2. Addendum Warrant: **Approved. Jon Batek to process.**

# Village of Carol Stream

## BOARD MEETING

### AGENDA

**FEBRUARY 22, 2011**

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

#### **L. REPORT OF OFFICERS:**

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End January 31, 2011. **Received.**

#### **M. EXECUTIVE SESSION:**

1. Acquisition of Real Property.
2. Collective Negotiating Matters.
3. Employment, Appointment, Performance and/or Dismissal of a Specific Employee.

#### **N. ADJOURNMENT:**

**LAST ORDINANCE: 2011-01-01**

**LAST RESOLUTION: 2516**

**NEXT ORDINANCE: 2011-02-02**

**NEXT RESOLUTION: 2517**

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

**February 7, 2011**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order at 8:00 p.m. and directed Village Clerk Beth Melody to call the roll.

Present: Mayor Frank Saverino, Trustees Tony Manzzullo, Don Weiss, Greg Schwarze Matt McCarthy, Rick Gieser and Pam Fenner.

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

Mayor Saverino, Sr. led those in attendance in the Pledge of Allegiance.

**MINUTES:**

Trustee McCarthy moved and Trustee Manzzullo made the second to approve the Regular Board Meeting Minutes of January 18, 2011. The results of the roll call vote were as follows:

Ayes:	4	Trustees Manzzullo, Schwarze, McCarthy & Gieser
Nays:	0	
Abstain:	2	Trustees Weiss and Fenner

**AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:**

**Resolution No. 2513, Honoring Linda Damron for Her 25 Years of Service with the Village of Carol Stream.** The resolution was read by Trustee Gieser and approved by the Village Board.

**Resolution No. 2514, Honoring Thomas Eby for His 20 Years of Service with the Village of Carol Stream.** The resolution was read by Trustee Schwarze and approved by the Village Board.

**Resolution No. 2515, Recognizing the 2010 Holiday Light Recycling Program Partners.** The resolution was read by Trustees McCarthy and approved by the Village Board. A check in the amount of \$788.32 was presented by Greg Friedman to the Christmas Sharing Program.

**Presentation of Check from Police Department Volunteers.** A check in the amount of \$36,494.38 representing the value of the hours of volunteer work performed by Police Department Volunteers was presented to the Village.

**Mayor to Administer Oath to the Carol Stream Civilian Emergency Response Team.** Mayor Saverino, Sr. administered the oath to C.E.R.T. member.

**CONSENT AGENDA:**

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

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays : 0

Trustee Fenner moved and Trustee Weiss made the second to put the following items on the Consent Agenda established for this meeting.

The results of the roll call vote were as follows:

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays : 0

1. Motion Waiving Competitive Bidding and Authorizing Staff to Proceed with Request for Proposal Process.
2. Final Payment – WRC Contract for Year Ending August 30, 2010.
3. Purchase of Replacement Coban Digital Video Systems.
4. Purchase of Panasonic Laptop Squad Computers and Docking Stations.
5. Award of Contract for Professional Engineering Services – Fair Oaks Road Pavement Rehabilitation Project.
6. 2010 Flexible Pavement Project Approval of Change Order No. 1, Final Payment and Acceptance.
7. Klein and Thunderbird Creeks: Debris and Obstruction Removal Project, Waiver of Bids and Award of Contract.
8. Ordinance No. **2011-02-02**, Amending Section 11-2-36 of the Village Code Pertaining to BASSET Training.
9. Ordinance No. **2011-02-03**, Revising Chapter 8 of the Code of Ordinances, Traffic Code, for School Speed Zones.
10. Resolution No. **2516**, Declaring Surplus Property Owned by the Village of Carol Stream.
11. Raffle License Application – Marklund.
12. Raffle License Application – Carol Stream Rotary Club.
13. Raffle License Application – Carol Stream Chamber of Commerce.
14. Regular Bills and Addendum Warrant of Bills

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

Ayes: 6 Trustees Manzullo, Weiss, Schwarze, McCarthy, Gieser & Fenner  
 Nays : 0

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

**Motion Waiving Competitive Bidding and Authorizing Staff to Proceed with Request for Proposal Process:**

The Village Board approved waiving the competitive bidding process and authorizing staff to conduct a Request for Proposals for the operation and management of the Water Reclamation Center.

**Final Payment – WRC Contract for Year Ending August 30, 2010:**

The Village Board approved authorization to make final payment to CH2MHill for operation and management of the Water Reclamation Center for the period September 1, 2009 through August 30, 2010, in the amount of \$74,654.

**Purchase of Replacement Coban Digital Video Systems:**

The Village Board approved the Police Department request to waive formal bidding procedure as a sole source vendor for the purchase nine Coban Digital Video Systems to replace the older Coban systems that are no longer covered under warranty.

**Purchase of Panasonic Laptop Squad Computers and Docking Stations:**

The Village Board approved the Police Department request to purchase four Panasonic CF-31 squad laptop computers and four HAVIS Dock stations under State Bid Pricing.

**Award of Contract for Professional Engineering Services – Fair Oaks Road Pavement Rehabilitation Project:**

The Village Board approved award of the Phase I and II Engineering consultant contract to TranSystems Corporation for the Fair Oaks Road Pavement Rehabilitation Project in the amount not to exceed \$43,582.64 contingent upon approval of the Intergovernmental Agreement with the Wayne Township Road District.

**2010 Flexible Pavement Project Approval of Change Order No. 1, Final Payment and Acceptance:**

The Village Board approved change order number 1 and final payment and acceptance of the 2010 flexible pavement project in the amount of \$27,758.37.

**Klein and Thunderbird Creeks: Debris and Obstruction Removal Project, Waiver of Bids and Award of Contract:**

The Village Board approved award of contract to Kramer Tree Specialist, Inc. in the amount of \$35,700.

**Ordinance No. 2011-02-02, Amending Section 11-2-36 of the Village Code Pertaining to BASSET Training:**

The Village Board approved Ordinance No. 2011-02-02, amending the Village Code requiring recertification of BASSET training every 36 months.

**Ordinance No. 2011-02-03, Revising Chapter 8 of the Code of Ordinances, Traffic Code, for School Speed Zones:**

Engineering and Police Staff are recommended and the Village Board approved Ordinance No. 2011-02-03 changing various school speed zones throughout the Village in order to comply with new cell phone use laws and revisions to the Manual for Uniform Traffic Control Devices (MUTCD).

**Resolution No. 2516, Declaring Surplus Property Owned by the Village of Carol Stream:**

The Police Department requested and the Village Board approved the declaration of a vehicle as surplus to be sold on eBay.

**Raffle License Application – Marklund:**

The Village Board approved a request for raffle license, application fee waiver and manager fidelity bond waiver for a fundraiser event being held at the American Legion on March 26, 2011.

**Raffle License Application – Carol Stream Rotary Club:**

The Village Board approved a request for raffle license and waiver of fee for the Chili Open Raffle to be held on May 13, 2011.

**Raffle License Application – Carol Stream Chamber of Commerce:**

The Village Board approved a request for raffle license and waiver of fee for the Carol Stream Chamber of Commerce St. Patrick's Day Reverse Raffle.

**Regular Bills and Addendum Warrant of Bills:**

The Board approved the payment of the Regular Bills from February 7, 2011 in the amount of \$718,818.99.

The Board approved the payment of the Addendum Warrant of Bills from February 7, 2011 in the amount of \$652,601.62.

At 8:45 p.m. Trustee McCarthy moved and Trustee Fenner made the second to adjourn the meeting to Executive Session for the purpose of discussing Probable or Imminent Litigation and Deliberations Concerning Salary Schedules of One or More Classes of Employees. There being no official Village Board action from the Executive Session, the meeting will adjourn there from.

Ayes:           6       Trustees Manzzullo, Weiss, Schwarze, McCarthy Gieser & Fenner  
Nays

FOR THE BOARD OF TRUSTEES

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Frank Saverino, Sr. Mayor

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Beth Melody, Village Clerk

Village of Carol Stream

G-1 2-22-11

Interdepartmental Memo

DATE: February 15, 2011
TO: Mayor Saverino Sr. & the Board of Trustees
FROM: Christopher M. Oakley, Asst. to the Village Manager
RE: Proposal for 2011 Summer Carnival @ the Town Center

Since 2004, Alpine Amusement Co. (Naperville) has been licensed to provide carnival/amusement programming at the Village Town Center as part of 'Summer in the Center' events. Alpine Amusement Co. is proposing to host a 4-Day summer carnival tentatively scheduled for Thu., June 23rd - Sun., June 26th. The terms detailed in the proposed carnival agreement are consistent with those from prior years and include

- Revenue Sharing: 25% (\$1-\$50,000) 30% (\$50,001+)
Concession Booth Fee: \$125/booth @ 8 - 10 booths
Unlimited Ride Wristbands: Thu. 6 - 10 pm/ Sat. & Sun. 1- 5 pm
FREE Special Needs Carnival: Sat. 11 am - 1 pm
Compliance w/ Carnival Code: Chapter 10 Article 2: Amusements

The schedule for the proposed carnival is as follows:

- Mon., June 20th: Arrival & Set Up
Thu., June 23rd: Day 1: 5 - 10 pm
Fri., June 24th: Day 2: 5 - 11 pm
Sat., June 25th: Day 3: 1 - 11 pm
Sun., June 26th: Day 4: Noon - 10 pm

Last year's carnival was the first ever not hosted in conjunction with our summer festival and therefore there was no charged staff time associated with this event. All of the fees and revenue sharing generated from this event is assumed into the General Corporate Fund. As was the case during last year's carnival, there will be additional overlapping programming at the Town Center on Thu. evening when we typically host our 3rd summer concert and Sat., June 25th in the morning when the Annual Bud Swanson 5K Race/Walk for Sarcoma will be held.

As part of the proposed agreement, the carnival staff will be responsible to managing waste generated during the event. Similar to last year, Police Volunteers were scheduled to handle various duties including crowd management, venue security and assisting with traffic control. For the first-ever stand alone carnival, the net revenue share to the Village from all 2010 carnival proceeds was \$16,281 (\$18,578 in revenue less \$2,297 in staff costs). Because of the successful working relationship with Alpine Amusement Co. over the past 7 years as well as the popularity of the event, I recommend entering into a contract for carnival services from June 23rd - 26th per the terms detailed in the attached agreement.



# ALPINE AMUSEMENT CO. INC.

2648 Wild Timothy Road, Naperville IL 60564

Phone: 630-922-3188

Fax: 630-922-0589

This agreement made this 26<sup>th</sup> day of January, 2011, by and between Alpine Amusement Co., Inc., Party of the First Part and the Village of Carol Stream, Party of the Second Part. Party of the Second Part agrees to furnish a location for the erection and operation of a combination of rides, shows and concessions known as Alpine Amusement Co., Inc. Party of the Second Part also agrees to furnish and pay for any Village tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for operating, conducting, and placing of all attractions and concessions (the location must be mutually agreeable and acceptable to both parties).

Party of the First Part further agrees to furnish all electrical connections, sufficient electrical generators and electric current with distribution necessary for the power and illumination of all rides, shows and concessions and two (2) deluxe portable toilet facilities with hand wash stations and infant changing stations and one (1) handicapped accessible portable toilet facility with hand wash station. Said toilet facilities to be for operating hours and to be supplied until all attractions are dismantled at the close of the engagement. Party of the First Part also agrees to furnish Uniformed Ride Attendants, Foreman on Festival grounds at all times, All ticket boxes and coupons for ride admittance and \$1,000,000 public liability and property damage certificate of insurance naming Party of the Second Part as additional insured for each incident. (Alpine Amusement Co. is not liable for Party of the Second Part employees and volunteers), unless caused by our own negligence. Said Certificate of Insurance shall be sent to the Village at least one (1) week prior to the engagement. The Village of Carol Stream, its Officers, and Employees shall be named as an insured on said policy. Said policy shall be on an ISO approved form and shall not include any limitations of liability for failure to notify the Village of the cancellation of said policy. Party of the First Part has the right of first refusal for the next year or the next year Party of the Second Part runs the festival in the event a year or more is skipped between running the festival subject to approval of Party of the Second Part and satisfactory provision of services by Party of the First Part.

Party of the Second Part also agrees to have location available Monday before event. If streets are used for location of said attractions, Party of the Second Part agrees to have them closed to traffic and parking no later than 12:01 A.M. Monday before event.

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees to furnish, present and operate rides, concessions, and attractions at The Ross Ferraro Town Center for a period of 4 days, starting June 23, 2011 and ending June 26, 2011 for a carnival event. To pay the Second Part the sum of \$125 for each food or concession or game booth operated on the grounds during the engagement. Any concession or booth closed or unable to operate shall pay pro rata for actual days operated. To pay the Party of the Second Part ( 25% from \$0-\$50,000 and 30% from \$50,001 and over ) the gross receipts from monies derived from the sale of admission tickets at any attractions and rides after usual Government Taxes, Midway Insurance and State and City sales tax and amusement tax, if applicable, are deducted.

The settlement of the concessions and booths and the percentage on the attractions and rides shall be made on the closing of the engagement. This agreement is fully or partially assignable by Alpine Amusement Co., Inc. only upon concurrence by the Village of Carol Stream.

Party of the Second Part is responsible for the following services:

- Sufficient police protection and security
- Trash receptacles for midway clean-up operation (Party of the First Part is responsible for emptying trash receptacles in the Village provided onsite dumpster)
- Parking area for semi-trailers, trucks and trailers at an approved Village parking lot, (no trailers or trucks will be allowed to park on site unless they are an integral part of the carnival ride).
- Promotion of carnival on Village website.

#### REMARKS:

No employee travel trailers will be on site at festival nor will employees be housed on site.

**UNLIMITED RIDE SPECIAL \$20.00/PERSON, THURSDAY 6:00 p.m. -10:00 p.m., SATURDAY, AND SUNDAY 1:00 p.m. -5:00 p.m. Hours of event will be: Thursday 6:00 p.m. -10:00 p.m., Friday 6:00 p.m. -11:00 p.m., Saturday 1:00 p.m. - 11:00 p.m. and Sunday 1:00 p.m. - 10:00 p.m.**

**IT IS FURTHER UNDERSTOOD AND AGREED:**

Party of the First Part assumes no liability for any accident that might be caused by streets or other locations being left open to local traffic or parking during erection, dismantling, or operation of equipment or to trespassers while equipment is not in operation. Party of the Second Part agrees to indemnify and hold harmless the Party of the First Part for any defects relating to the condition of the grounds. Party of the First Part agrees to indemnify and hold harmless, Party of the Second Part against any and all injuries or claims for damages as a result of said carnival, amusement and /or concessions operated by Alpine Amusements or its subcontractors or agents.

It is understood and agreed that there shall be no other riding devices, shows, attractions, or concessions (including confections to be known as popcorn, cotton candy, funnel cakes, corn dogs, sno cones, nachos, coke and other soft drinks at this event other than those furnished by Alpine Amusement Co., Inc. except those furnished by the Party of the Second Part or food vendors operating under agreement by the Village (and those agreed upon, prior to the event).

The attached addendum "A" is hereby incorporated as part of this agreement.

That there is no other contract or promise expressed or implied, written or verbal. That should any other or additional agreement become necessary, the same shall be void unless reduced to writing and signed by the parties hereto.

That this agreement in part or entirety is subject to strikes, suspension of electric service, failure of transportation facilities, Government decrees, fire, floods, wrecks, tornadoes, war, riots, public demonstrations, or other good and sufficient reasons beyond the control of either party hereto. Both parties agree to work together to make this event a success.

IN WITNESS WHEREOF, we set our hands and seals in good faith this 26<sup>th</sup> day of January, 2011.

VILLAGE OF CAROL STREAM

ALPINE AMUSEMENT CO., INC.

By: \_\_\_\_\_  
Party of the Second Part

By: \_\_\_\_\_  
Party of the First Part

Void if not returned by March 15, 2011.

## ADDENDUM "A"

All costs and expenses of supplying the amusements are the sole responsibility of Alpine Amusement Co., Inc.

Alpine Amusement Co., Inc. agrees that the Village shall have the right to have a representative present in any ticket booth at any time during the event if Alpine Amusement Co., Inc. supplies the staff. Alpine Amusement Co., Inc. also agrees that the Village shall have the right to have a representative examine any and all books, records of ride ticket sales from the Village of Carol Stream Summer in the Center festival and to make copies. Alpine Amusement Co., Inc. agrees that it will retain any and all ticket stubs and/or unsold tickets. Alpine Amusement Co., Inc. agrees that the Village shall have the right to examine said ride tickets and/or stubs and, at the Village's option and cost, conduct an independent audit of all ride ticket sales generated from the event.

Both the Village of Carol Stream and Alpine Amusement Co., Inc will determine the layout of the rides and concession booths. Alpine Amusement Co., Inc. must comply with all reasonable directives of the Village of Carol Stream.

Alpine Amusement Co., Inc. agrees to work with the Village to provide a "No-Charge" disability/physically challenged program to take place on Saturday, June 25, 2011 from 11:00 a.m. to 1:00 p.m.

Ride selections will be based on available space and selection between the Village of Carol Stream and Alpine Amusement Co., Inc. Layout of the rides and concession booths will be determined when the snow subsides and access to the grounds is available. Appropriate measurements and walk through is required by Alpine Amusement Co., Inc. to provide accurate ride selection.

Alpine Amusement Co., Inc. agrees to comply with Village Ordinance No. 2002-06-35, regulating carnivals.

Alpine Amusement Co., Inc. shall furnish the appropriate number of uniformed ride attendants and a ride foreman on the festival grounds at all times when festival is operating.

Alpine Amusement Co., Inc. shall obtain all required 2010 State of Illinois ride inspection permits and DuPage County Health Department Food Concession permits, which shall be posted in a conspicuous location for public viewing at the ticket sales booth.

Amusement and concession prices will generally be as follows (prices subject to change):

<b>Amusement/Concession</b>	<b>Price</b>
Children Rides	\$2.00
Intermediate Rides	\$3.00
Adult Rides	\$4.00
Slide Ride	\$2.00
Pop/Lemonade	\$2.00-\$3.00
Cotton Candy	\$2.00-\$3.00
Corn Dogs	\$2.00
Funnel Cake	\$4.00-\$5.00
Rope Liquorish	\$1.00
Popcorn	\$2.00-\$3.00
Games (Regulation Basketball, Cat Rack, Balloon, Machine Gun, Grab Bag, etc.)	\$3.00-\$5.00

Alpine Amusement Co., Inc. ticket and concession prices shall not exceed those prices charged at its other events in 2011.

**Village of Carol Stream**  
**INTER-DEPARTMENTAL MEMO**

**DATE:** February 16, 2011  
**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Christopher Oakley, Assistant to the Village Manager  
**RE:** 2011 Town Ctr. Events- Amplification Permit/Sponsorship Appeal

**Sponsorship Appeal:**

Around November 1, 2010, a sponsorship appeal was undertaken that sought funding partners for our upcoming 2011 Summer Concert series. A continuous follow up effort to the initial appeal has been undertaken as well as a pitch to the Chamber membership at its Feb. 9<sup>th</sup> luncheon. The success of the effort thus far is summarized below:

<b>Businesses Contacted -</b>	125		
<b>Sponsorships (# &amp; S Value):</b>		<b><u>Pledged</u></b>	<b><u>Paid in Full (55%)</u></b>
<b>Double Platinum:</b>	1 @ \$2,000 =	\$ 2,000	\$ 0.00
<b>Platinum:</b>	5 @ \$1,000 =	\$ 5,000	\$ 3,000.00
<b>Gold:</b>	13 @ \$ 500 =	\$ 6,500	\$ 4,500.00
<b>Totals</b>	19	<b>\$ 13,500</b>	<b>\$ 7,500.00</b>

**Proposed Summer Concert Series Entertainment:**

As directed, I am working with Scott Bass of Bass-Schuler Talent Agency (Chicago) to fashion together a proposed summer concert season line up that is in keeping with our past practice of featuring popular, family-friendly Chicago-area bands that are established in both the local festival and concert series circuit. To this end, Scott Bass has proposed the following concert series line up for the Village's 2011 Town Center event season (**attachment #1**):

<b>June 9<sup>th</sup>:</b> Neverly Bros.	<b>July 4<sup>th</sup>:</b> Haymarket Riot	<b>Aug. 4<sup>th</sup>:</b> The Legends
<b>June 16<sup>th</sup>:</b> R-Gang	<b>July 14<sup>th</sup>:</b> 7 <sup>th</sup> Heaven	<b>Aug. 11<sup>th</sup>:</b> Chicago Trib.
<b>June 23<sup>rd</sup>:</b> Underwater People	<b>July 21<sup>st</sup>:</b> 7DEEZ	<b>Aug. 18<sup>th</sup>:</b> Reschedule
<b>June 30<sup>th</sup>:</b> Neil Diamond Trib.	<b>July 28<sup>th</sup>:</b> New Invaders	

The cost to host a 10-date concert series at the Town Center is approximately \$13,500 (\$1,350/band). The aggregate cost to book the proposed bands for the upcoming summer concert series is exactly \$13,500. The sponsorship fundraising effort has secured pledges of 100% of the total funds necessary to pay the proposed entertainment costs.

Going forward, the staff will make a concerted effort to collect on the outstanding pledges so band contracts can be requested and signed securing the recommended bands on the preferred dates. It is important to note that bands will book on a first-come first-served basis necessitating the need to work diligently to execute entertainment contracts on or about March 1<sup>st</sup>.

**Amplification Permit Request:**

**Chapter 15, Article 5 (Miscellaneous: Amplification Permit)** of the Village Code of Ordinances requires any party seeking to play amplified music that can be heard over a public street or public property to first obtain an amplification permit from the Village. As is our custom, the Village has submitted an amplification permit application seeking formal Village Board approval to play amplified music on 12 dates at the Ross Ferraro Town Center this summer event season. The subject dates include 10 Thursday summer concerts, the annual Toys for Tots Car Charity Car Show as well as a 4-day Carnival in late June (**attachment #2**).

Please include this status report and associated amplification permit application on the February 22<sup>nd</sup> agenda for the Village Board's consideration.



Village of Carol Stream  
Sound Amplifier Permit Application



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

**Applicant Name:** Village of Carol Stream

**Applicant Address:** 500 N. Gary Avenue  
 Carol Stream, IL 60188

**Applicant Phone #:** ( 630) 871 - 6250 **Applicant e-Mail:** coakley@carolstream.org

**Organization Name:** Same as above

**Organization Address:** Same as above

**Organization Phone #:** ( ) - **Organization e-Mail:**

Address Where Sound Amplifier Device Will Be Used:

Ross Ferraro Town Center - 110 W.Lies Road

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:

10 Thursday night concerts; 1 car show; 4-day carnival

Dates/Times For Which Use Of Sound Amplifier Device Is Requested:

See attached Schedule for concerts; carnival in late June and car show in late July

**PERMIT FEE:** \$25/day when used at a fixed location or in a moving vehicle.  
 Please return completed permit application and fee payment(s) to:

Village Manager's Office  
 Village of Carol Stream  
 500 N. Gary Avenue  
 Carol Stream, IL. 60188-1899  
 (630) 871- 6250

**PROPOSED**



# 2011 Summer Concert Series

**Thu., June 9th - Thu., Aug. 18th**  
**7pm at the Ross Ferraro Town Center unless noted**



Thu., June 9th  
Nevery Brothers  
Rockabilly



Thu., June 16th  
R-Gang  
Motown



Thu., June 23rd  
Underwater People  
Contemporary Rock



Thu., June 30th  
Denny Diamond  
Neil Diamond Tribute



June 23rd - 26th  
Th-Fr: 6pm/Sa-Su: 1pm  
Summer Carnival



Mon., July 4th  
Haymarket Riot  
Country & Western



Thu., July 14th  
7th Heaven  
Classic Rock



Thu., July 21st  
7DEEZ  
Funk/Disco



Sun., July 24 @ Noon  
Toys for Tots  
Charity Car Show



Thu., July 28th  
New Invaders  
British Invasion



Thu., August 4th  
The Legends  
Surf Rock



Thu., Aug. 11th  
25 or 6 to 4  
Chicago Tribute

## 2011 Concert Series Sponsors



*Village of Carol Stream*  
**INTER-DEPARTMENTAL MEMO**

TO: Joseph E. Breinig, Village Manager

FROM: Robert Mellor, Assistant Village Manager

*R/m*

DATE: February 18, 2011

RE: Award of Contract – Janitorial Services

Last year the Village Board renewed the contract for janitorial services cleaning of the Municipal and Public Works Centers to Uni-Max Management Corporation for a total bid price of \$29,952/year. The original contract was awarded in 2007 for \$52,200/year but was reduced last year, due to declining budget revenues. A lower cost of service was negotiated without drastically impacting Village operations or quality of service. The current service provides a cleaning frequency of 3 days/week at the Municipal and Public Works Centers. This option has not resulted in any undue hardship on employees nor has it resulted in a significant degradation of cleaning services. The Building Maintenance staff with the help of the office employees will continue to maintain their work areas on alternate cleaning day schedules. Uni-Max has agreed to no increase in their contract cost for the coming year. **It is recommended that the Village Board waive the formal bidding process and approve a contract renewal of the janitorial service contract with Uni-Max Management Corporation for cleaning services at the Municipal Center and Public Works Center in the amount of \$29,952/year.**

Cc: Rick Lescher, Municipal Buildings and Grounds Supervisor



**AGENDA ITEM**  
I-1 2-22-11

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND THE CAROL STREAM PARK DISTRICT PROVIDING FOR THE CONVEYANCE OF PROPERTY FROM THE VILLAGE TO THE PARK DISTRICT AND FOR ONGOING AGREEMENTS FOR SHARED USE AND MAINTENANCE OF ADJACENT PROPERTY**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with 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 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 22<sup>ND</sup> DAY OF FEBRUARY 2011.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

*Village of Carol Stream*  
INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees

**FROM:** Robert Mellor, Assistant Village Manager *RM*

**DATE:** February 18, 2011

**RE:** Intergovernmental Agreement – Park District

Attached for your review and consideration for approval is the Intergovernmental Agreement (IGA) between the Village and Park District for the conveyance of 6 acres of Town Center property to the Park District for construction of a community recreation center. The Park District unanimously approved the Agreement at their January 10, 2011 meeting.

Staff and the Village Attorney have reviewed the agreement and it conforms to comments and directions given by the Village Board. The intervening time between the Park District approval and submittal of the final document for your consideration was spent compiling the exhibits, which include legal descriptions and property surveys.

You may recall the Village was a co-signer with the Park District on a grant application to help fund construction of the recreation center. If the Village Board approves the attached IGA, it will allow the Park District grant administrator to expedite their application in Springfield.

Please contact me if you have any questions.

**Cc:** Joseph E. Breinig, Village Manager  
Jim Rhodes, Village Attorney - Klein, Thorpe & Jenkins



CAROL STREAM  
Park District

*Board of Commissioners*

Tim Powers - President  
Brenda Gramann - V.P.  
Dan Bird  
Nick Cooney  
Brian Schauer  
Brian Sokolowski  
Wynn Ullman

January 14, 2011

Joe Breinig, Village Manger  
Village of Carol Stream  
500 N Gary Ave  
Carol Stream, IL 60188

Dear Joe:

*Executive Director*

Arnie Biondo

The Park Board unanimously voted January 10 to enter the Intergovernmental Agreement to purchase land at Town Center with the following motion:

*Commissioner Sokolowski made a motion to enter into an Intergovernmental Agreement Between the Village of Carol Stream and the Carol Stream Park District Providing for the Conveyance of Property from the Village To The Park District and for Ongoing Agreements for Shared Use and Maintenance of Adjacent Property and, to extend authority to the Executive Director and Park District Attorney to check on page 3, paragraph 3b regarding purchase with no environmental study, and, to make wording changes so long as the changes do not alter the context of the agreement or the price to be paid for the land. Seconded by Commissioner Bird. Vote: 6-0-0.*

Thanks to your quick response, the caveat regarding the environmental status was resolved in 24 hours. (Pg3-3b)

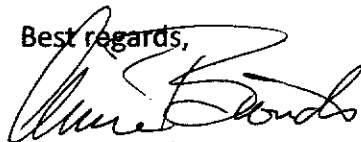
With this motion, you'll see that minor wording changes, that don't change the intent or context, are pre-approved by the Park Board, pending approvals by me and the Board's attorney. This permission allows for the suggested "stop sign" modification to be made without returning to the Park Board of approval.

Please find two signed copies by our Park Board of the I.G.A. Please have both copies signed after acceptance and return one to our office.

Please let me know what date the Village Board will act on the I.G.A. Some of the Park Commissioners would like to attend to express their gratitude.

Call if you have questions or comments.

Best regards,



Arnie Biondo  
Executive Director



**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF CAROL STREAM AND THE CAROL STREAM PARK DISTRICT  
PROVIDING FOR THE CONVEYANCE OF PROPERTY  
FROM THE VILLAGE TO THE PARK DISTRICT AND FOR ONGOING  
AGREEMENTS FOR SHARED USE AND MAINTENANCE OF ADJACENT PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the VILLAGE OF CAROL STREAM, a body politic and corporate (hereinafter referred to as the "Village"), and the CAROL STREAM PARK DISTRICT, an Illinois unit of local government (hereinafter referred to as the "Park District"). (The Village and the Park District are sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

**WITNESSETH:**

WHEREAS, on December 28, 1993, the Village acquired title to approximately twenty-five (25) acres of property commonly known as, and hereinafter referred to as, the "Town Center Property"; said Town Center Property being legally described on Exhibit A attached hereto and made part hereof; and

WHEREAS, The Park District has expressed an interest in acquiring a portion of the Town Center Property for public recreational use as authorized by the Park District Code; and

WHEREAS, the Park District has entered into negotiations with the Village concerning the Park District's acquisition of approximately six (6) acres of the Town Center Property; said six (6) acres being legally described on Exhibit B attached hereto and made part hereof (hereinafter referred to as the "Park District Parcel"); and

WHEREAS, the Village and Park District Boards have approved a letter of agreement, dated July 26, 2010, designating their intent to enter into an intergovernmental agreement relative to the foregoing property transaction; said letter of agreement being attached hereto as Exhibit C and made

part hereof; and

WHEREAS, the Village and the Park District have determined that it is reasonable, desirable and in their respective best interests for the Village to convey title to the Park District Parcel to the Park District, with the Village retaining ownership of the remaining portion of the Town Center Property, as legally described on Exhibit D attached hereto and made part hereof (hereinafter referred to as the "Village Retained Parcel"); with said Park District Parcel and Village Retained Parcel being depicted on Exhibit E attached hereto and made part hereof; and

WHEREAS, the Park District has deemed the Park District Parcel as desirable and in its best interests to acquire, based upon survey information indicating an overwhelming opinion that a recreation center be constructed at the site of the Park District Parcel (hereinafter referred to as the "Recreation Center"); and

WHEREAS, the voters of the Park District have recently voted approval of funding for various capital improvements, including the construction of the Recreation Center; and

WHEREAS, the Village and Park District are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter referred to as the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act (50 ILCS 605/2) authorizes the conveyance of real property from one municipality to another municipality upon a two-thirds (2/3rds) vote of the corporate authorities of the transferor municipality; and

WHEREAS, as a condition precedent to a conveyance under said Section 2 of the Transfer Act (50 ILCS 605/2), the transferee municipality must first declare by ordinance "that it is necessary or convenient for it to use, occupy or improve" the real estate held by the transferor municipality; and

WHEREAS, the Park District has made, or will make, the declaration required by Section 2 of the Transfer Act (50 ILCS 605/2) relative to the Park District Parcel, with this Agreement also

serving as the declaration required by Section 2 of the Transfer Act (50 ILCS 605/2); and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the powers conferred in Article VII, Section 10, of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and said Transfer Act;

**NOW, THEREFORE, in consideration of the foregoing and the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties hereto agree as follows:**

1. **Incorporation of Recitals:** The recitals and preambles set forth above are incorporated herein and made a part hereof.

**PART ONE: CONVEYANCE OF THE PARK DISTRICT PARCEL**

Sections 2 through 8 hereinafter shall set forth the terms of the conveyance of the Park District Parcel from the Village to the Park District:

2. **Compensation:** The Park District shall pay the Village the sum of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000), in exchange for the conveyance of the Park District Parcel to the Park District, at the closing in regard to the transfer of title to the Park District Parcel, subject to said amount being adjusted to take into account the ordinary costs of closing, if any, as referenced in Section 3.E. below.

3. **Procedures of the Conveyance:**

A. Within forty-five (45) days of the date the Park District notifies the Village in writing that it has fulfilled its obligations as specified in Sections 4 and 5 below, the Village shall convey to the Park District, by recordable warranty deed, title to the Park District Parcel. The precise boundaries and the amount of land to be conveyed is subject to adjustment as necessary upon obtaining the survey described in Section 5; however, the Parties agree that the Park District Parcel shall consist of approximately six (6) acres.

B. As to the physical condition of the Park District Parcel, the Park District

expressly agrees to accept the Park District Parcel in "AS-IS, WHERE-IS" condition, with no environmental warranties of any kind whatsoever being provided to the Park District by the Village.

C. The Parties agree that the conveyance will be made pursuant to the provisions of the Transfer Act, by a warranty deed substantially similar to the warranty deed attached hereto as Exhibit F and made part hereof.

D. The Parties agree that they have taken, or will take, any and all actions required under the Transfer Act to convey clear title to the Park District Parcel to the Park District.

E. Unless stated to the contrary herein, each Party shall pay its own attorney fees incurred in connection with the conveyance of the Park District Parcel, with the Park District paying all other costs and expenses customarily associated with the conveyance of real estate, such as, but not limited to, costs for title insurance, survey costs, and recording fees.

F. The closing shall take place at a time and location mutually agreeable to the Parties, provided that the closing shall occur within the forty-five (45) day period referred to above, unless otherwise agreed in writing by the Parties.

#### **4. Title:**

A. At least forty-five (45) days prior to the closing date, the Park District shall obtain, at the Park District's sole cost and expense, a title commitment issued by Fidelity National Title Insurance Company, or such other title company as selected by the Park District, (hereinafter referred to as the "Title Company"), committing said Title Company to issue an owner's title insurance policy in the current form of American Land Title Association Owner's Policy (or equivalent policy) including coverage over General Schedule B exceptions in the amount of One Million Six Hundred Thousand and No/100 Dollars (\$1,600,000), subject only to (i) general real estate taxes not due and payable at time of closing, if any; (ii) utility easements of record; (iii) rights of public or quasi-public utilities, if any, for maintenance on the Park District Parcel of poles, conduits, sewers, etc., in streets and alleys or along the perimeter of the Park District Parcel; and (iv)

zoning laws and ordinances, and any other commonly accepted exceptions to title.

B. If the title commitment discloses unpermitted exceptions, the Village shall have thirty (30) days to have said exceptions waived, or have the Title Company commit to insure against loss or damage that may be caused by such exceptions, and the closing date shall be delayed if necessary during said thirty (30) day period to allow the Village time to have said exceptions waived. If the Village fails to have unpermitted exceptions waived within the thirty (30) day period, the Park District may, at its sole discretion, terminate this Agreement or may elect, upon notice to the Village within ten (10) days after the expiration of the thirty (30) day period, to take title to the Park District Parcel as it then exists.

C. The Parties agree to provide certified copies of each Party's ordinance or resolution, as the case may be, approving this Agreement, together with the number of ayes and nays for its passage, and evidence of any other required actions under the Transfer Act or otherwise under law, so that the Title Company will waive any title exception covering proper approval of this Agreement and proper conveyance of the Park District Parcel under the Transfer Act by the Parties.

5. Surveys: At least forty-five (45) days prior to the closing date, relative to the closing in regard to the Park District Parcel, the Park District shall, at its expense:

- A. Obtain a current ALTA/ACSM survey of the Park District Parcel prepared by an Illinois licensed surveyor, certified to the Title Company and the Park District, having all corners staked and showing all improvements, easements, and building lines, and such other conditions as required by an ALTA/ACSM survey, existing as of the date of the survey.
- B. Obtain a standard boundary survey of the Village Retained Parcel, prepared by an Illinois licensed land surveyor.

Stamped copies of said surveys shall be tendered to the Village for a fifteen (15) day review period. After review, and, if necessary, comment and correction, if any, said surveys shall be deemed to



depict the Park District Parcel, to be conveyed by warranty deed, and the Village Retained Parcel.

6. **Tax Prorations:** General real estate taxes, if any, shall be prorated as of the date of closing on the basis of the tax assessor's latest assessed valuation, the latest known equalization factors, and the latest known tax rate. The Village represents that it has filed for exemption from real estate taxes with respect to the Park District Parcel. Water and sewer charges, gas charges, electric charges, and any other utility charges, if any, shall be prorated as of the date of closing.

7. **Tax Division:** If necessary, the Park District shall be responsible for obtaining a tax division for the Park District Parcel, if required by the County Clerk, and shall also be responsible for obtaining a real estate tax exemption for the Park District Parcel after taking title to the Park District Parcel.

## **PART TWO: DEVELOPMENT AND USE OF THE PARK DISTRICT PARCEL**

### **8. Conditions Upon the Development and Use of the Park District Parcel:**

A. Front acreage (the portion of the Park District Parcel between the Recreation Center and Gary Avenue) of the Park District Parcel, as depicted on Exhibit G attached hereto and made part hereof, shall be used by the Park District solely for public recreational use, and uses associated therewith.

B. If a future entrance road is needed to access the Park District Parcel, the construction thereof and the cost thereof will be the sole responsibility of the Park District; however, the Village will assist in working with the County to obtain needed approvals, if any.

C. Any work required in relation to Gary Avenue or Lies Road, which is attributable to the Recreation Center, including, but not limited to, intersection improvements, potentially including signalization at the intersection of Fountain View Drive and Lies Road or the intersection of Fountain View Drive and Gary Avenue, shall be the Park District's responsibility, with the cost thereof solely the responsibility of the Park District.

D. The existing access to Gary Avenue, from the Park District Parcel, may be

abandoned by the Park District, if and when a new entrance road is constructed.

E. The Park District shall construct traffic signs, as warranted, on Fountain View Drive, to facilitate the flow of pedestrian traffic from the existing parking lot to the Recreation Center, subject to the Village's control of the placement of any signage in the public right-of-way.

F. The architecture of the Recreation Center shall conform with the Village's Gary Avenue corridor regulations, with the Park District being required to go through the Village's Gary Avenue corridor review process relative thereto, and shall be consistent with the existing architecture on the Town Center Property, all as determined by the Village in its sole and absolute discretion.

G. The Parties will work in good faith relative to the approval of signage at the entrances to the Recreation Center, with consideration being given to any monument signs being combined signs, as opposed to competing signs, and to add to, or amend, current signage, all in full compliance with the requirements of the Village Code.

H. If the Klein Creek Condo Association desires to have access from its adjacent property to the driveways on the Park District Parcel, the details of any such access shall be negotiated between the Park District and the Klein Creek Condo Association; however, the Park District shall not unreasonably withhold approval of said access.

I. In developing and constructing the Recreation Center on the Park District Parcel, the Park District shall comply with the Village's zoning and development approval process, including, but not limited to, the following:

- (i) approval of a rezoning to the appropriate zoning district;
- (ii) special use approval for a public athletic or swimming facility;
- (iii) an amendment to an approved special use for a planned unit development;
- (iv) approval of a final planned unit development plan;
- (v) Gary Avenue corridor review; and
- (vi) approval of a plat of consolidation.

J. In relation to the zoning and development approval process outlined in subsection I. above, the Village hereby agrees to waive the zoning application fees; however, the Park District shall be required to reimburse the Village for actual out-of-pocket costs incurred by the Village in relation thereto, including, but not limited to, the costs of publications and mailings, and third party costs which are billed to the Village (e.g., court reporter costs, independent engineering review costs, etc.).

**PART THREE: ONGOING AGREEMENT FOR SHARED USAGE AND MAINTENANCE OF THE VILLAGE RETAINED PARCEL**

Sections 9 through 12 hereinafter shall set forth the terms of the Agreement for shared usage and maintenance of the Village Retained Parcel upon the conveyance of the Park District Parcel. Part Three is expressly conditioned upon the closing in regard to the conveyance of the Park District Parcel contemplated in Part One above.

**9. Agreements Regarding the Village Retained Parcel:**

- A. The Village will provide Park District patrons with access to and the use of the parking areas, walkways, grounds, and entrance/exit ways upon the Village Retained Parcel.
- B. The Park District shall be responsible for snow plowing the parking areas on the Village Retained Parcel, at the Park District's sole cost and expense. Said snow plowing to be done at the same time as, and in the same manner as, the snow plowing of the parking areas on the Park District Parcel.
- C. As the parking areas and stormwater management improvements on the Village Retained Parcel will be relied upon by the Park District, to satisfy the parking requirements and stormwater management requirements of the Park District relative to the Recreation Center to be constructed on the Park District Parcel, the Park District shall annually reimburse the Village for seventy-five percent (75%) of the Village's costs relative to the operation, maintenance and reconstruction of the stormwater management improvements on the Village Retained Parcel,

including, but not limited to, storm sewers, inlets, manholes, catch basins, control structures, best management practices, overland flow routes and retention basins, (hereinafter referred to as the "Stormwater Maintenance"), and shall annually reimburse the Village for forty-five percent (45%) of the Village's costs relative to the operation, maintenance and reconstruction of the parking areas on the Village Retained Parcel, including, but not limited to, the parking lots, islands, lighting, driveways and adjacent sidewalks (hereinafter referred to as the "Parking Maintenance"). The Stormwater Maintenance shall include, but shall not be limited to, those items as set forth on Exhibit F attached hereto and made part hereof, to be performed at approximately the timing intervals as set forth on Exhibit F. The Parking Maintenance shall include, but shall not be limited to, those items as set forth on Exhibit G attached hereto and made part hereof, to be performed at approximately the timing intervals as set forth on Exhibit G.

D. The Park District's obligation to reimburse the Village for a portion of the cost of the Stormwater Maintenance and a portion of the cost of the Parking Maintenance, as set forth in subsection C above, (hereinafter referred to as the "Reimbursement Obligation"), shall begin with the Village's and Park District's 2012-2013 fiscal year (May 1, 2012 to April 30, 2013). In relation to the Reimbursement Obligation, the following terms and conditions shall apply:

- (i) The Village shall provide the Park District with a cost estimate for the 2012-2013 fiscal year Reimbursement Obligation on or before March 1, 2012, and shall provide the Park District with a cost estimate for each subsequent fiscal year on or before each subsequent March 1<sup>st</sup>.
- (ii) The Village shall provide the Park District with an itemized bill for the actual amount of the 2012-2013 fiscal year Reimbursement Obligation during April of 2013, and shall provide the Park District with an itemized bill for the actual Reimbursement Obligation amount for each subsequent fiscal year in April of each subsequent year.

(iii) The Park District shall remit payment relative to the Reimbursement Obligation to the Village within thirty (30) days of the Park District's receipt of each itemized bill referenced in subsection (ii) above. Any late payment shall accrue interest at the rate of two percent (2%) per month on the unpaid balance due, with the minimum late payment interest charge being for a one (1) month period.

E. The Parties agree to meet, not less than twice per year, to: (i) discuss, establish, and update as necessary, a twelve (12) to eighteen (18) month schedule of the usage of the Village Retained Parcel, including, but not limited to, coordination of the scheduling of events to take place at the Village Retained Parcel and the Recreation Center on the Park District Parcel; (ii) address and define access to and use of parts of the Recreation Center for Village/community events; and (iii) address the mutual access to and use of roadways, trails, sidewalks, parking lots and general grounds on and adjacent to the Park District Parcel and the Village Retained Parcel. In coordinating the scheduling of events, a proposed Village event, to take place on the Village Retained Parcel, shall take precedence over a proposed Park District event.

10. **Insurance:** Each Party shall acquire and maintain insurance coverage relative to the Shared Use Parcel, in coverage types and amounts as each maintains relative to other property owned by the respective Parties. Each Party shall provide evidence of such insurance to the other Party upon request.

11. **Mutual Indemnification and Hold Harmless:** Pursuant to the authority conferred by Article VII of the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/7-101 through 10/7-103, the Parties shall defend, indemnify and hold harmless each other, and their respective elected officials, officers, agents, and employees, from and against all liabilities, judgments, settlements, damages, losses, claims, fines, demands and causes of action of any nature, including costs of suit and reasonable expert witness and attorney fees, that may at any time arise or

be claimed by any person, entity or governmental agency, including the elected officials, officers, agents and employees of the Village or the Park District, as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising out of or in any manner connected with, directly or indirectly, the Parties' respective rights, responsibilities or actions under this Agreement. The provisions of this Section 13. shall survive any termination of the provisions of Part Three of this Agreement.

12. The provisions of Part Three of this Agreement shall terminate at such time as the Park District transfers title to the Park District Parcel or the Recreation Center to a third party, or otherwise ceases to use the Park District Parcel and/or the Recreation Center for Park District purposes. As such, any subsequent owner or user shall be required to bring the Park District Parcel into compliance with the Village's stormwater management and parking requirements prior to commencing any use of the Park District Parcel or the Recreation Center.

#### **PART FOUR: GENERAL PROVISIONS**

13. **Notices:** All notices required to be given under the terms of this Agreement shall be either: A. served personally during regular business hours; B. served by facsimile or e-mail transmission during regular business hours; or C. served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the Village shall be directed to the Village Manager, 500 North Gary Avenue, Carol Stream, Illinois 60188; Fax No. (630) 665-1064; e-mail: [jbreinig@carolstream.org](mailto:jbreinig@carolstream.org) . Notices served upon the Park District shall be directed to the Executive Director, Carol Stream Park District, Aldrin Community Center, 391 Illini Drive, Carol Stream, Illinois 60188; Fax (630) 665-9045; e-mail: [arnieb@csparks.org](mailto:arnieb@csparks.org) . Notices served personally or by facsimile or e-mail transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt or refusal as verified by the United States Postal Service. Either Party may designate a new location or person for service of notices by serving notice thereof in accordance with the requirements of this Section.

14. **Recovery of Costs:** In the event either Party is required to institute any action or proceeding, whether at law or in equity, to enforce any provision of this Agreement, the prevailing Party (as determined by the Court) shall be entitled to recover all costs and expenses incurred by the prevailing Party in connection with the action or proceeding, including, but not limited to, reasonable expert witness, consultant and attorney fees.

15. **Entire Agreement:** The provisions set forth herein represent the entire Agreement between the Parties and supersede any previous oral or written agreements as it is the intention of the Parties to provide for a complete integration with the terms of this Agreement. No provision may be modified in any respect unless the modification is in writing, duly approved and signed by both Parties.

16. **Recording:** A copy of this Agreement shall be recorded with the DuPage County Recorder's Office, with the cost of said recording to be paid by the Park District.

17. **Execution:** This Agreement shall be executed in duplicate, and each Party shall retain a fully executed copy, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date set forth in the opening paragraph hereof.

VILLAGE OF CAROL STREAM

By: \_\_\_\_\_  
Village President

Attest:  
\_\_\_\_\_  
Its: Village Clerk

CAROL STREAM PARK DISTRICT

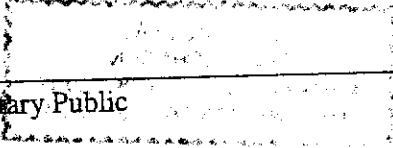
By:   
President of the  
Board of Park Commissioners

Attest:   
Secretary of the  
Board of Park Commissioners

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Frank Saverino, Sr. and Beth Melody, personally known to me to be the Village President and Village Clerk of the Village of Carol Stream, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Carol Stream, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Carol Stream, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Carol Stream, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Carol Stream, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

  
\_\_\_\_\_  
Notary Public

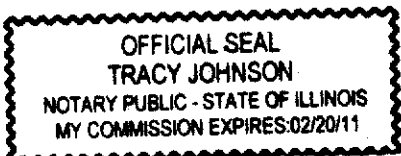


STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Timothy P. Powers and Arnold Biondo, personally known to me to be the President of the Board of Park Commissioners and Secretary of the Board of Park Commissioners of the Carol Stream Park District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by the Board of Park Commissioners of the Carol Stream Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Park Commissioners of the Carol Stream Park District, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Carol Stream Park District, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Carol Stream Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 10<sup>th</sup> day of January, 2010.

Tracy Johnson  
Notary Public



## LEGAL DESCRIPTION OF THE TOWN CENTER PROPERTY

LOT 1, THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE SOUTH 00 DEGREES 06 MINUTES 46 SECONDS EAST ON THE EAST LINE THEREOF, 1249.20 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 14 SECONDS WEST AT RIGHT ANGLES TO SAID EAST LINE, 880.00 FEET; THENCE NORTH 00 DEGREES 06 MINUTES 46 SECONDS WEST, PARALLEL WITH SAID EAST LINE, 1211.60 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTH 87 DEGREES 26 MINUTES 28 SECONDS EAST ALONG SAID NORTH LINE, 880.80 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN 02-29-100-022

**LEGAL DESCRIPTION OF THE PARK DISTRICT PARCEL**

**ALTA/ACSM LAND TITLE SURVEY**

LOTS 2, 3, 4 AND 5 IN TOWN CENTER SUBDIVISION, BEING PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2000 AS DOCUMENT NO. R2000-176999, IN DUPAGE COUNTY, ILLINOIS.  
P.I.N. (S) 02-29-125-001-0000, 02-29-125-002-0000, 02-29-125-003-0000 & 02-29-125-004-0000

SURVEY AREA: 6.0967 AC

ROSS FERRARO TOWN CENTER

**RECREATION CENTER**

Carol Stream, Illinois



# CAROL STREAM Park District

Exhibit C

July 26, 2010

The Letter Agreement Between the Parties Dated July 26, 2010

*Board of Commissioners*

Tim Powers - President  
Brenda Gramann - Vice President  
Dan Bird  
Nick Cooney  
Brian Schauer  
Brian Sokolowski  
Wynn Ullman

Mayor Frank Saverino  
Village of Carol Stream  
500 N Gary Ave  
Carol Stream, IL 60188

Dear Mayor Saverino, Trustees, Manager Breinig:

It's a great day for the community when our two agencies can come together for the greater good. The Park Board has agreed to enter into an Intergovernmental Agreement with the Village of Carol Stream, for the purchase of Village-owned land to be the home of a new community center.

*Executive Director*


Arnie Biondo

The Park Board believes that, subject to final negotiation and language, an Intergovernmental Agreement between the parties can be reached which would include the following principles and items:

1. Agreement in principle that Park District will purchase the parcels, totaling 6.09+/- acres, for \$1.6 million.
2. Front acreage (*portion between recreation center and Gary Avenue*) is to be used for public recreational or associated use.
3. If a future entrance road is needed, the construction and related cost will be the responsibility of the Park District, and the Village will assist in working with the County. Any work on Gary Avenue which is unique to the Recreation Center would be the Park District's responsibility.
4. The agreement will state that the existing access to Gary Avenue will be abandoned if and when the future entrance road is constructed.
5. The Park District will place a stop sign on Fountain View to facilitate pedestrian traffic from the existing parking lot to the recreation center.
6. The architecture on the site will conform with Gary Avenue corridor regulations.
7. The need for Park District signage at the entrances is understood and both parties will work together to add to, or amend, current signage.
8. If the Klein Creek Condo Association wants to tie into the Park District roadways, it will be negotiated between those two parties.
9. There will be a provision that stipulates that at the option of the Village, the land would revert to the Village if the Park District opts not to proceed with the recreation center, with a refund of funds paid.
10. Village and Park District will meet regularly (at least bi-annually) to coordinate schedules of events to take place at the Town Center and recreation center sites.
11. Address mutual access and use of roadways, trails, sidewalks, parking lots and general grounds.

Aldrin Community Center, 391 Illini Drive, Carol Stream, IL 60188-1609, p.630-784-6100, f.630-665-9045

National Gold Medal Award Winner Illinois Distinguished Agency [www.csparks.org](http://www.csparks.org) [info@csparks.org](mailto:info@csparks.org)

 Printed on 100% recycled paper



12. Address parking lot upkeep, snow plowing, and, repairs
13. Address and define access to and use of (via scheduling process) parts of the recreation center for Village/community events.
14. Building may be expanded in the future, if needed.

If the general principles stated in this letter reflect the understandings of the Village Board regarding the items over which negotiation will be undertaken and hopefully final language decisions made, please have the Mayor acknowledge this Agreement in principle. Both parties understand that a final binding Agreement is subject to the development of the Intergovernmental Agreement with language acceptable to both parties. Our attorney has been working on a first draft of an Intergovernmental Agreement that will include these items.

Please call with any questions or comments.

Best regards,



Timothy P. Powers  
President

The Mayor of the Village of Carol Stream executes and returns this letter indicating the Village's desire to proceed with further discussion incorporating the common principles stated above.

**Village of Carol Stream, By:**



Mayor

Attest:



Village Clerk

**Carol Stream Park District, By:**



President of the Board of Park Commissioners

Attest:

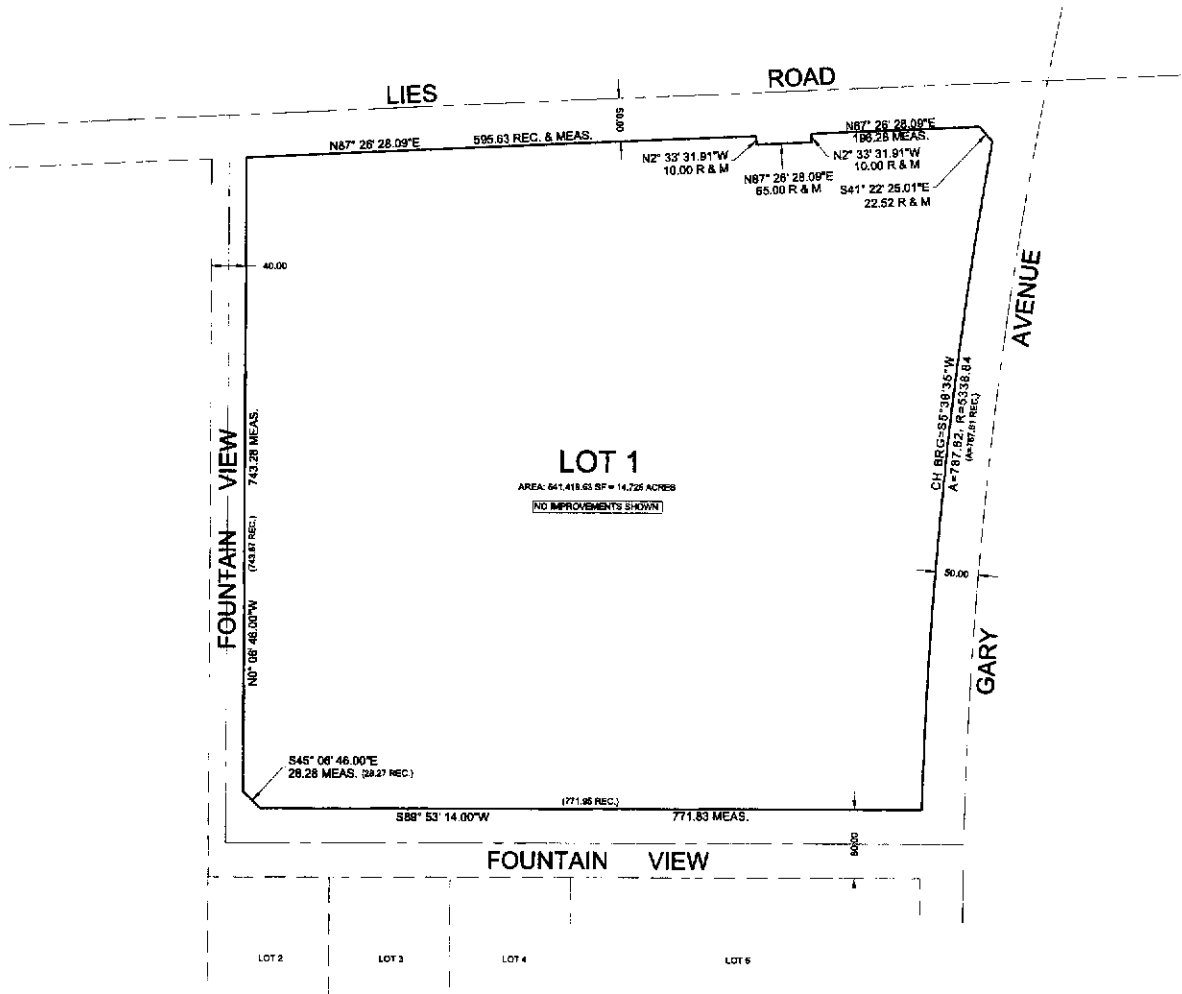


Secretary of the Board of Commissioners

# PLAT OF SURVEY

OF

LOT 1 IN TOWN CENTER SUBDIVISION, BEING PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 2000 AS DOCUMENT NO. R2000-176996, IN DUPAGE COUNTY, ILLINOIS.



**SURVEY NOTES:**

1. NO IMPROVEMENTS ARE SHOWN ON THIS PLAT.
2. BEARINGS ARE BASED ON THE PLAT FOR TOWN CENTER SUBDIVISION RECORDED AS DOCUMENT NO. R2000-176996.
3. THIS PLAT WAS PREPARED WITHOUT REFERENCE TO A TITLE POLICY.

STATE OF ILLINOIS } 88  
 COUNTY OF COOK }

ON BEHALF OF McDONOUGH ASSOCIATES, INC., I HEREBY CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED FEBRUARY 1, 2011, ORLAND PARK, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 033-00325  
 LICENSE EXPIRES 11/30/12

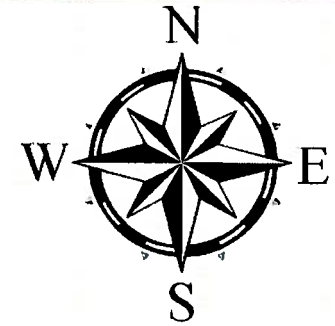
COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE. FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, CONTRACT, TITLE POLICY, ZONING ORDINANCE, ETC.

SCALE 1" = 100'




**McDONOUGH ASSOCIATES INC.**  
 ENGINEERS ARCHITECTS  
 16634 S. 107TH COURT  
 ORLAND PARK, ILLINOIS 60467-9898  
 (708) 228-9281

DATE	REVISIONS	BY

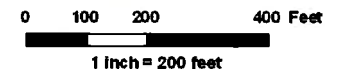


**EXHIBIT E**  
**The Depiction of the**  
**Park District Parcel**  
**and the Village**  
**Retained Parcel**

**LEGEND**

-  Village Retained Parcel  
PIN 02-29-124-002
-  Park District Parcels  
PIN 02-29-125-001  
02-29-125-002  
02-29-125-003  
02-29-125-004

Prepared By:  
 Department of  
 Engineering Services  
 February 4, 2011



## EXHIBIT F

### The List of Stormwater Maintenance Items and the Approximate Time Frames in Which Each is to be Typically Performed

<u>Maintenance Item</u>	<u>Timing Interval</u>
Pond Shoreline Maintenance	Every Three Years
Dredging	As Needed
Catch Basin Cleaning	As Needed
Mowing	As Needed
Aeration Operations	As Needed



## EXHIBIT G

### The List of Parking Maintenance Items and the Approximate Time Frames in Which Each is to be Performed

<u>Maintenance Item</u>	<u>Timing Interval</u>
Crack Filling	Every Four to Five Years
Sealing	Every Four to Five Years
Striping	Every Four to Five Years
Resurfacing	Every Twelve to Fifteen Years
Pavement Reconstruction	Every Thirty Five to Forty Years
Lighting	As Needed

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND THE CAROL STREAM PARK DISTRICT TO ESTABLISH AN EMERGENCY SHELTER**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Agreement with 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 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 22<sup>ND</sup> DAY OF FEBRUARY 2011.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Sr., Mayor

ATTEST:

\_\_\_\_\_  
Beth Melody, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**DATE:** February 16, 2011

**TO:** Mayor Saverino Sr. & the Village Board of Trustees

**FROM:** Christopher M. Oakley, Asst. to the Village Manager

**RE:** Proposed Emergency Shelter Agreement – Simkus Recreation Center

The Village currently has 12 emergency shelter agreements for use of the all of the local public schools as well as the Outreach Community Center gymnasium and the gymnasium at Our Savior Lutheran Church. None of these 12 shelters have shower facilities which is a highly sought after capability in an extended emergency event (beyond 48 hours). To this end, the Village entered into informal discussions with the Park District staff to secure an agreement to utilize the Simkus Recreation Center located at 849 Lies Rd. in the event of an extended local or regional emergency that included an evacuation and a subsequent need for mass sheltering of affected residents.

The proposed agreement was approved by the Carol Stream Park Board of Commissioners at their last regular meeting. In order for this emergency shelter agreement to be binding, it must be signed approved by the respective elected governing board, executed by the respective Board President and Recording Secretary/Clerk of the agreeing parties. Once the agreement is signed, the shelter can then be registered with both the DuPage County Office of Homeland Security as well as the DuPage/Kane Chapter of the American Red Cross so it gets included in their operational plans going forward.

Please include this matter on the agenda for consideration by the Mayor and Village Board of Trustees at their upcoming Feb. 22<sup>nd</sup> regular meeting.

*Intergovernmental Agreement  
Between the Village of Carol Stream and  
The Carol Stream Park District  
To Establish an Emergency Shelter*

THIS AGREEMENT is made this 15<sup>th</sup> day of November, 2010, by and between the Village of Carol Steam (“Village”) and the Carol Stream Park District, (“Park District”).

WHEREAS, DuPage County has established the DuPage County Office of Homeland Security and Emergency Management (“OHSEM”) pursuant to the Illinois Emergency Management Agency Act (“IEMAA”), 20 ILCS 3305/1 *et seq.*; and,

WHEREAS, the County, pursuant to its authority under the IEMAA, encourages the Village to enter into agreements with other units of local governments to provide emergency shelters in case of an emergency or disaster incident as contemplated and defined by the Federal Department of Homeland Security’s National Incident Management System (“NIMS”) established under to the Homeland Security Act of 2002, 6 USC 101 *et seq.* and the Illinois Emergency Management Agency Act (“IEMAA”), 20 ILCS 3305/1 *et seq.*; and,

WHEREAS, the Village has the authority to designate a Civil Emergency in accordance with its home rule powers, and as further delineated in Section 15-1-3 of the Village’s Municipal Code.; and,

WHEREAS, the Park District has the authority to determine the best use of its facilities in the furtherance of its corporate powers and duties and in the best interests of the residents of the Park District pursuant to its enabling statute *70 ILCS 1205*; and,

WHEREAS, pursuant the IEMAA political subdivisions may enter into contracts and incur obligations necessary to place them in a position to effectively combat emergencies and disasters, to protect the health and safety of persons, to protect property, and to provide emergency assistance to victims of those disasters. If a disaster occurs, each political subdivision

is authorized to exercise the powers vested under the IEMAA in the light of the exigencies of the disaster, including the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, and appropriation, expenditure, and disposition of public funds and property; and,

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 as well as the Illinois Compiled Statutes, 5 ILCS 220/1 *et seq* authorizes units of local government to contract or otherwise associate among themselves, and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et. seq.* provides, *inter alia*, that “. . .(A)ny power or powers, privileges or authority exercised or which may be exercised by a public agency of this State may be exercised and enjoyed jointly with any other public agency of this State. . .”; and

WHEREAS, the Village and the Park District desire to cooperate in the establishment of Emergency Shelters in case of an emergency or disaster incident as determined by the Village, the County, the Illinois Emergency Management Agency or the Federal Department of Homeland Security; and,

WHEREAS, the Village and the Park District have determined that this Agreement which sets forth the various obligations and promises of the parties will aid their governmental objectives and benefit their citizens and taxpayers and is entered into for their mutual advantage;

NOW THEREFORE, upon the consideration of the mutual promises contained herein and upon the further consideration of the recitals hereinabove set forth, it is hereby agreed as follows:

1. The recitals set forth in the foregoing preamble are specifically incorporated into and made a part of this Agreement as though fully set forth in this Paragraph

2. Upon the designation of a State of Civil Emergency by the Village pursuant to section 15-1-3 of the Village's Municipal Code, or as otherwise designated by the County pursuant to Section 10 of the County Code ("Civil Emergency"), the Park District shall recognize the facility known as the **Simkus Recreation Center Gymnasium** [hereinafter the "SRCG"] as an "Emergency Shelter." Notice of said designation shall be made served upon the Park District by written communication tendered to the Park District.

3. Upon designation of the facility as an Emergency Shelter, the Park District shall cooperate with the Village, the County, and if appropriate State and Federal government agencies to turn over and relinquish the SRCG so that those entities may equip the facility with such emergency equipment, apparatus and supplies, as are necessary and sufficient to respond to the Civil Emergency.

4. Such equipment, apparatus and supplies shall relate to the survival needs of individuals using the Emergency Shelter including, but not be limited to: food service and dining, water supply, sleeping, isolation and quarantine, restroom, recreation, command and control as designated by the Village, communications as designated by the Village or the County pursuant to its authority under the IEMAA, and such other needs as may be determined by the Village, with notice to the Park District.

5. Upon entering into this Agreement, the Village , in consultation with the Park District , shall prepare and establish a floor plan for the Emergency Shelter which shall designate those areas within the Emergency Shelter which will be utilized for those purposes described in Paragraph 4 above. A copy of the floor plan is on file with the Village.

6. The Village acknowledges that the Emergency Shelter has limited capacity. In order to maximize use of the Emergency Shelter, a benchmark of no less than 185 feet per person shall be used to determine capacity. However, the parties further acknowledge that in

order to be fully responsive, the Village or the Park District may limit the capacity based on a determination of the best interests of the individuals within the Emergency Shelter. To the extent practicable, Park District residents which includes all Village residents shall be given first priority for the Emergency Shelter services provided by the Park District.

7. The Village and Park District further acknowledge that the Village may turn over parts or all of the SRCG to the County which may also designate certain portions of the Emergency Shelters for specific purposes pursuant to the County's attendant authorities related to public health and safety, including without limitation, Health Department designation of isolation/quarantine, Sheriff's department designation to address civil unrest, and Animal Control for pet evacuation.

8. The Parties intend in carrying out this Agreement to fully utilize the provisions of to section 15 and 21 of the IEMAA, 20 ILCS 3305/15 and 21, such that neither the Village nor the Park District, their officers, agents, employees, or representatives engaged in any emergency management response or recovery activities including the establishment and operation of the Emergency Shelter, while complying with or attempting to comply with the IEMAA or any rule or regulations promulgated pursuant to the IEMAA, will be liable for the death of or any injury to persons, or damage to property, as a result of such activity, except in cases of willful misconduct. Pursuant to the IEMAA, this Section does not affect the right of any person to receive benefits to which he or she would otherwise be entitled under the Workers' Compensation Act or the Workers' Occupational Diseases Act as further described in the IEMAA, or under any pension law, nor does this Section affect the right of any such person to receive any benefits or compensation under any Act of Congress. The Parties also hereby find that the Local Governmental and Governmental Employees Tort Immunity Act [745 ILCS 10/1-

101 et. seq.] shall be applicable to all uses of the SRCG, and any actions taken by Village or Park District personnel in furtherance of the purposes of this agreement.

9. The Village acknowledges that the Park District's sole obligation hereunder is to surrender the SRCG to the Village upon the designation of a State of Civil Emergency under Paragraph 2. The parties agree that they shall meet and confer as necessary to cooperatively work to address and resolve new issues which may arise subsequent to the approval of this Agreement.

10. Upon the surrender of the SRCG to the Village after the designation of a State of Civil Emergency under paragraph 2, the Village shall be considered in custody and control of the SRCG. To the extent not covered by the various immunities referenced herein or available otherwise under law, the Village shall indemnify and hold harmless the Park District for any claims, charges, assertions whatsoever without limit that may arise under this agreement including the use of the SRCG upon the designation of a State of Civil Emergency. Furthermore, the Village shall be responsible to return the SRCG and any other area impacted by the Village's use of the SRCG to the Park District after the conclusion of the Emergency in the same condition that it was before the Emergency including performing and/or making payment for any repairs or replacements needed to rehabilitate the facility to its per-Emergency condition.

11. Any use of the SRCG by the Village under any 'Exercise' or practice or test shall be is hereby deemed a use by the Village under this agreement as if a designation a State of Civil Emergency had been made by the Village and all provisions hereof shall apply.

12. All notices hereunder shall be in writing and must be served either personally addressed to:

- A. The VILLAGE at:  
Mayor Frank Saverino Sr.  
Village of Carol Stream  
500 N. Gary Ave.



Carol Stream, IL. 60188

**B.** The DISTRICT at:

President Timothy Powers  
Or, the Executive Director  
Carol Stream Park District  
391 Illini Dr.  
Carol Stream, IL. 60188

**C.** To other person or place which either party, by its prior written notice, shall designate for notice to it from any other parties.

13. This Agreement, including the Emergency Shelter floor plan, represents the entire agreement between the parties and no other agreements shall be valid unless in writing and signed by each of the parties.

14. The parties represent that the individual officers who have executed this Agreement below on behalf of their respective governing boards have been duly authorized to do so, in the case of the Village, by a majority vote of its corporate authorities, and in the case of the Park District by a majority vote of the members of its Board of Commissioners such votes having been taken at a duly convened public meeting.

15. The Village shall submit a signed copy of this Agreement to the County Office of Homeland Security and Emergency Management.

16. If any term or provision of this Agreement shall be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

BOARD OF TRUSTEES  
VILLAGE OF CAROL STREAM,  
DuPage County, Illinois

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

CAROL STREAM PARK DISTRICT,  
DuPage County, Illinois

By: \_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Park District Recording Secretary

**AGENDA ITEM**  
I-3 2-22-11

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2011 LEGISLATIVE SESSION**

WHEREAS, the Village of Carol Stream is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and

WHEREAS, on January 19, 2011, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2011 Legislative Action Program, attached hereto; and

WHEREAS, the Village of Carol Stream, will be individually benefitted by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Carol Stream regarding legislative positions that may be represented in official capacity or on behalf of the municipality.

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

SECTION 1: That the Village of Carol Stream hereby adopts as its legislative positions and priorities for the 2011 Legislative Session the positions, goals, and principles of the DuPage Mayors and Managers Conference's 2011 Legislative Action Program.

SECTION 2: That a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Carol Stream, to the Governor, and to department heads in the Village of Carol Stream.

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

PASSED AND APPROVED THIS 22ND DAY OF FEBRUARY 2011.

AYES:

NAYS:

---

Frank Saverino, Sr., Mayor

ATTEST:

---

Beth Melody, Village Clerk



# **LEGISLATIVE ACTION PROGRAM 2011**

## **CRITICAL PRIORITIES**

- PUBLIC SAFETY PENSION REFORMS
- PROTECT MUNICIPAL REVENUES

## **PRIORITIES**

- FOIA REFORMS
- REPEAL OR AMEND P.A. 96-1416: STANDARDS FOR DISPOSAL OF CLEAN CONSTRUCTION DEBRIS
- ELIMINATE LEGISLATIVE BARRIERS TO CONSOLIDATION OF POLICE AND FIRE SERVICE

This document represents municipal positions on state and federal issues affecting local government and the DuPage Mayors and Managers Conference's desire to build and maintain a collaborative partnership between state and local government as we serve our common constituency.

## LEGISLATIVE PRIORITIES

*Legislative Priorities* are those specific, important issues that the Conference pursues either through drafting and sponsoring legislation; or through strong advocacy in cooperation with other municipal organizations. Legislative Priorities have always been the primary focus of our legislative efforts.

### **CRITICAL PRIORITY: PUBLIC SAFETY PENSION REFORMS**

In 2008, the legislature adopted proposals from municipalities that would bring improved accountability, ethics, professionalization of fund management, conflict-of-interest restrictions, and public disclosure of pension board activity. In 2010, police and fire pensions became a two-tier system that gave some relief to municipalities – though that relief will mostly occur in future years. These reforms were important and overdue – but more still needs to be done.

- *Pension Reform for CURRENT Public Safety Employees* – It is imperative that mitigation for existing benefits of employees be addressed. These provisions continue to put communities in jeopardy of bankruptcy. The only way to stabilize municipal budgets and current pension benefits is to enact legislation that will prospectively reduce the pension benefits that current employees will earn as a result of future work performed after the legislation takes effect.
- *Remove Pension Levies from Tax Cap* – Because of previous state-mandated pension increases, combined with current economic conditions, it is imperative to have pension costs removed from the tax cap for non-home rule communities.
- *Pension Boards* – Both police and fire pension boards are essentially run by the beneficiaries of the pension (boards are comprised of two members appointed by the mayor; two active members participating in the pension system; and one annuitant). Because of this, the employer may be completely cut out of the decisions made about the system. The employer, not the employees, should have majority representation on the pension board. In addition, municipalities used to have the right to appear before police and fire pension boards to provide evidence that might contradict a disability claim, or to aid in the determination regarding whether a pension benefit should be awarded. That right was taken away by the courts, and it needs to be restored by the General Assembly.
- *Permissive Authority for Police and Fire Pension Boards to Invest Funds in IMRF* – Police and fire pension boards are restricted to certain investments based upon the fund's size, but they should be allowed to voluntarily elect to invest money with IMRF, a professionally managed system subject to far fewer investment restrictions.
- *Oppose All Pension Sweeteners for Either Tier* – Because only the legislature can determine pension provisions, and has used that authority liberally in past years, the recent reforms will be meaningless if additional benefit increases are granted. The legislature must reject ANY pension sweetener that affects either tier of either the police or fire pensions.
- *Increase Employee Contributions* – A fundamental principle of pension funding is that employees as well as employers contribute to pension costs. Taxpayers contribute about 200% to 300% more toward pensions than do the employees themselves. The employee's contribution should be increased to bring it even with the amount contributed by the taxpayers.

- *Enact a Rolling Amortization Period for Pension Funding* – Under the current law, 2040 is the fixed deadline for amortizing the pension debt. This fixed deadline exacerbates the pressure on the taxpayers, as they will see their contribution amount continue to climb. The fixed deadline is unnecessary. The Government Accounting Standards Board, which is the source of generally accepted accounting principles for state and local governments, currently permits a 30-year rolling amortization period. This generally accepted accounting principle should be applied to protect the taxpayers who fund the police and firefighter pension systems.
- *The Compliance/Penalty Provisions in Senate Bill 3538 Must be Amended* – These provisions do not become effective until 2016, and will be preceded by COGFA studies. Nonetheless, the Conference will continue to work for compliance that is reasonable, understandable, and fair to pension systems and taxpayers.

*Continued reforms to the police and fire pension systems are needed to protect the pension systems and the obligations to police officers and firefighters, while recognizing the on-going stress these pensions place on municipalities and their taxpayers.*

### **CRITICAL PRIORITY: PROTECT MUNICIPAL REVENUES**

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state and many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided).

Recently, municipalities have opposed efforts to reduce the local share of income tax, sales tax “holidays” that decrease revenue, and annual funds sweeps that divert funds intended for local programs. Further, the state has recently been up to six months behind in Local Government Distributive Fund (LGDF) payments to municipalities.

The Comptroller should be required to transfer funds from the General Revenue Fund to the LGDF and distribute those funds to municipalities within seven days after receiving the certification from the DOR and the Treasurer’s Office, and a penalty would occur if the funds were not transferred and distributed within 21 days.

*The state should not balance its budget on the backs of municipalities. and should not disrupt local budgets by removing or reducing local revenues.*

### **FOIA REFORMS**

Municipalities have worked with the new FOIA legislation (P.A. 96-0542) for more than half a year, and have begun to identify some minor changes that would make the Act more user-friendly and less reliant on adjudication with the Public Access Counselor.

These changes include:

- Charge a fee for providing records for commercial purpose that is based on the full cost of producing the records or the easily discernable commercial value of the record;
- Any public document that is available on a municipality’s website would satisfy the requirements of FOIA; and
- Require the General Assembly to be subject to FOIA.

*The Conference has worked with members to implement the new FOIA provisions. but there is a need to make some changes to small items that have a significant impact to municipalities.*

## **REPEAL OR AMEND P.A. 96-1416: STANDARDS FOR DISPOSAL OF CLEAN CONSTRUCTION DEBRIS**

Public Act 96-1416 has resulted in significant impacts on municipalities, increasing the cost of public improvement contracts and day-to-day public works operations.

The Act is intended to provide enhanced environment protection by enacting more rigorous regulation of Clean Construction Demolition Debris (CCDD) fill sites. Spoils from municipal operations (such as excavation for utility repairs, tree planting, and public improvements) have generally been transported to CCDD sites for disposal.

P.A. 96-1416 is intended to reduce the probability that contaminated material would be incorrectly classified and dumped in a CCDD site. However, when applied to day-to-day municipal operations, the new legislation will generate substantial difficulties, which will result in an increase in municipal costs.

Changes should include:

- Apply appropriate definition of "uncontaminated soil";
- Allow the temporary stockpiling of small excavations into a larger unit to provide for more cost-effective testing;
- Exempt excavations of negligible volume (such as tree planting); and
- Change the designation of municipal right-of-way to "residential".

*The Conference objects to important and complicated legislation passed without detailed review, and requests the repeal of this legislation in order for it to be studied and reviewed thoroughly.*

## **ELIMINATE LEGISLATIVE BARRIERS TO CONSOLIDATION OF POLICE AND FIRE SERVICES**

Government at all levels are struggling to maintain programs and services with decreasing revenues, but barriers (statutes, rules, home-rule limits) often make it difficult to consider significant cost savings through consolidation.

Municipalities are especially interested in developing better ways to provide programs and services without raising taxes or fees and living within their means. One significant opportunity that would have a major impact on municipal budgets is coordination and consolidation of services – especially the two biggest programs with the greatest financial costs: police and fire.

There are several efforts underway (large and small) to move toward coordination and consolidation. But state statutes often affect these efforts – either through legislation that limits or prohibits these efforts, or through lack of legislation necessary to implement these changes.

Some examples that municipalities pursuing coordination and consolidation have found include:

- Multiple referendums to dissolve and join departments and districts;
- Municipal boundaries that include areas inside and outside the county;
- Disposition of assets and extinguishing of debt;
- Consolidation of pension plans;
- Authority of fire and police commission members;
- Contracts and labor agreements; and
- Distribution of property tax.

*The Conference supports the removal of all barriers to allow municipalities to pursue coordination and consolidation to save money and reduce the burden on taxpayers.*



## LEGISLATIVE PRINCIPLES

*Legislative Principles* represent the basis and underpinnings of our legislative effort and provide a guide for legislative review. They help understand how legislative positions are developed, and they serve as a benchmark to evaluate the impact of legislative proposals on municipalities.

### **PROTECT MUNICIPAL REVENUES**

Local governments are challenged to fund essential services with existing resources. Local revenue sources are limited and restricted by the state. Many revenues are dependent on state authorization, collection and distribution. Municipalities are often threatened with revenue diversions (both permanent and temporary) and state fee increases (beyond the value of the service provided). In recent times, municipalities have completely lost revenue sources through action of the state (sales tax on truck sales, photo processing tax). The state should not balance its budget on the backs of municipalities, and should not disrupt local budgets by removing or reducing local revenues.

### **REJECT UNFUNDED STATE MANDATES**

The state should avoid policies that impose disproportionate responsibilities on local governments or increased financial liability without recognizing and financing the impact of those policies. Too often, legislation requires communities to divert local expenditures from municipal responsibilities and use them to fund state-imposed programs. This is not about the need or efficacy of the program, but rather, about the decision of the state to abdicate responsibility for funding the state's program. State policies should not impose new obligations on local governments or increase financial liability without providing adequate funds to reimburse municipalities for these new mandates.

### **RESPECT HOME RULE AUTHORITY**

There are nearly 200 home rule municipalities in Illinois. Home rule municipalities have self-governance authority to serve these communities and to customize laws to meet the specific needs of citizens. Locally elected officials in those home rule communities are able to determine what is best for their communities and the state should not limit home rule authority. The distinction between home rule and non-home rule communities should be removed to recognize the ability of all municipalities to govern themselves, regardless of population. The state should not restrict or override home rule authority or the authority of residents to govern their communities.

### **PRESERVE THE RIGHT OF MUNICIPALITIES TO MANAGE EMPLOYEES AND DETERMINE WAGES AND BENEFITS**

In most municipal operating budgets, nearly three-fourths of expenditures are for personnel. Certainly good wages and benefits are important, but must be balanced with other municipal spending priorities. In recent years, state-mandated pension and benefit increases have stretched local government budgets and forced service reductions and tax increases. Pensions, especially, have burdened municipalities as the legislature adds more and more benefits. These increases and pension sweeteners increase the tax burden to residents and must be reigned in. Additionally, mandated rules on how employees are hired, managed, paid and disciplined interfere with the employer/employee relationship. The state must preserve the authority for all decisions impacting employees to be made by the municipal employer.

## **LEGISLATIVE PRINCIPLES, CONTINUED**

### **PRESERVE LOCAL AUTHORITY**

Freedom to make decisions at the local level is the best way that municipalities can fully serve their unique constituencies. Activities such as franchising, zoning, issuing permits and licenses, and local code enforcement are fundamental responsibilities of local governments. Further, policies should not undermine or preempt local authority to protect the health, safety and welfare of local residents. Preemptive policies constrain the ability of local elected officials to tailor policies to local needs and demands. The state must reject laws that erode local decision-making authority.

### **PROTECT THE PUBLIC RIGHTS-OF-WAY AND ADVANCE THE MODERNIZATION OF PUBLIC UTILITIES**

Regulated public utilities provide municipalities with necessary services and commodities. In order to deliver these services and commodities, regulated public utilities utilize the public rights-of-way. Municipalities, residents, and commercial interests should have a role in the decisions affecting this land both as interested parties and as customers of the regulated public utility. Regulated utilities must become more open to new technologies, new approaches and new behaviors to become better partners with municipalities and residents; and must also develop a proactive culture of customer service, open communications, reliability, and addressing localized matters of importance.

# LEGISLATIVE POSITION STATEMENTS

*Legislative Position Statements* are expressions of support or opposition on issues that affect municipalities. They can be legislative proposals that re-appear frequently and generate some efforts by the Conference to educate legislators of the pros/cons of the issues; or they may never arise during the legislative year. They generally require less time and effort than Legislative Priorities, though on occasion, they may become more significant and require more time and effort from the Conference.

## STATE AND LOCAL FINANCE

### SUPPORT LOCAL FUNDING ALTERNATIVES

Support alternative revenue sources, which lessen reliance on the property tax.

### PROMOTE REGIONAL EQUITY

Assure that there is a reasonably close relationship between the amount of tax dollars raised within a municipality or county by state and regional agencies, compared to the amount of dollars or services returned to those municipalities and counties by those state and regional agencies.

### PERMIT MUNICIPAL ADMINISTRATION OF MOTOR FUEL TAX FUNDS

Unless IDOT becomes more transparent in its implementation of the "policy" to give municipalities more flexibility, local governments will pursue a legislative resolution.

### REMOVE REFERENDUM FOR REAL ESTATE TRANSFER TAX

Allow municipalities to enact or increase a real estate transfer tax without a referendum.

## LOCAL GOVERNMENT AUTHORITY

### REMOVE BARRIERS FROM NON-HOME RULE MUNICIPAL AUTHORITY

- **CRIME FREE HOUSING** The Conference demands that legislation be approved so that ALL communities can use this successful program
- **STATE AND LOCAL FUNDING ALTERNATIVES** Allow municipalities with no property tax base to levy an initial property tax without referendum
- **HOTEL MOTEL TAX REVENUE** Amend the Hotel Motel Tax to expand the use of funds by non-home rule municipalities
- **ACCESS TO SALES TAX INFORMATION** Grant municipalities access to Illinois Department of Revenue sales tax information by individual retailer for enforcement and budgeting purposes
- **NON-HOME RULE SALES TAX EXPENDITURE** Allow the temporary legislation for non-home rule sales tax to be used for operations permanently
- **AUTHORIZATION FOR PART-TIME CODE ENFORCEMENT EMPLOYEES** State statutes relating to housing codes, zoning ordinances, and nuisances for non-home rule communities require that a full-time municipal employee issue the citation for violations

## LEGISLATIVE POSITION STATEMENTS, CONTINUED

- **ABILITY OF NON-HOME RULE MUNICIPALITIES TO TAX OUT-OF-STATE GAS** While home rule municipalities can levy a tax on natural gas provided by out-of-state companies, non-home rule municipalities should also be able to levy the tax
- **SUPPORT NEGATIVE USE RESTRICTIONS** Allow non-home rule communities to enact negative use restrictions that prevent "big box" stores that relocate outside a community from prohibiting another, similar business from locating at the previous site
- **REGULATION AND LICENSING DEALERS OF SECOND HAND GOODS** Non-home rule communities would be allowed to regulate businesses dealing in second hand goods if the legislature would add them to the list of businesses that can be licensed and regulated
- **ALLOW MUNICIPALITIES TO PROVIDE ECONOMIC DEVELOPMENT INCENTIVES** Non-home rule communities should be allowed to provide tax incentives and other economic incentives and benefits to encourage economic development within the community
- **PERMIT ADMINISTRATIVE ADJUDICATION** Allow prosecution of minor offenses through local administrative adjudication for non-home rule municipalities, and increase the limit for adjudication of civil fines up to \$1,000

### AMEND OPEN MEETINGS ACT

Amend the Open Meetings Act to exclude the use of email in the definition of "meeting" (except when used as immediate electronic communication), allow electronic meeting attendance in cases of non-emergencies and out-of-town vacations, and clarify the Open Meetings Act to explicitly authorize municipal boards to vote on items raised under "New Business".

### TORT REFORM

Protect the Tort Immunity Act from changes that create undue liability exposure for municipalities.

### REQUIRE ELECTION OF TAXING BODIES

Require all special districts with taxing authority to have Board members that are elected, and not appointed.

### REQUIRE MUNICIPAL CONTROL OF FOREIGN FIRE INSURANCE TAX

Elected municipal officials, not fire department members, should receive, budget, and spend the revenues from the Foreign Fire Insurance Tax.

### PERMIT VIDEO POKER FOR FRATERNAL ORGANIZATIONS ONLY

Municipalities should have the authority to permit video gaming ONLY for fraternal organizations.

### PROHIBIT MUNICIPAL EMPLOYEES FROM SERVING ON GOVERNING BOARD

No organization, and no municipality, should allow an employee to serve on the governing board and legislation should clearly support such a ban.

# LEGISLATIVE POSITION STATEMENTS, CONTINUED

## PERSONNEL AND COLLECTIVE BARGAINING

### LIMIT THE PREVAILING WAGE ACT

Repeal or modify the Prevailing Wage Act to give municipalities more flexibility, and permit limited local budgets to address the needs of local residents.

### REGULATE REGULATION OF CHARITABLE SOLICITATIONS ON BEHALF OF POLICE OR FIRE UNIONS

Develop effective efforts to prevent fraud and misrepresentation by solicitors.

### DEFINE "CONFIDENTIAL EMPLOYEES" UNDER ILRA

Legislation is necessary to include within the definition of "confidential employees" those secretaries and similar support staff working directly for certain management personnel and ensure that such employees are not considered "public employees" entitled to membership within a bargaining unit.

### AMEND PUBLIC SAFETY PENSION BOARD TRAINING LEGISLATION

The 2009 legislation (P.A. 96-0429) needs to be amended to permit training using current technology (online courses, webinars) and expand provisions to permit local community colleges to be certified to provide training.

### AMEND WORKERS' COMPENSATION ACT - INFLUENCE OF DRUGS OR ALCOHOL

Legislation is needed to amend the Workers' Compensation Act to provide that there is a rebuttable presumption that an employee who sustains an injury while under the influence of drugs or alcohol was outside the course and scope of the employee's employment and thus not entitled to benefits under the Act.

### AMEND THE ILLINOIS LABOR RELATIONS ACT TO INCLUDE FINANCIAL ABILITY

Amend the Act to include the interest and welfare of the public and the financial ability of the unit of government to meet costs as primary factors for consideration during interest arbitration.

### LIMIT UNEMPLOYMENT INSURANCE FOR SCHOOL CROSSING GUARDS

Municipalities who employ school crossing guards are at a disadvantage because, unlike crossing guards employed by school districts, those employed by municipalities may file for unemployment insurance benefits during the summer recess or holiday recess.

### REPEAL ILLINOIS WORKERS ON PUBLIC WORKS ACT

This Act requires the use of Illinois firms for public works projects and requires that municipalities must unnecessarily pay more for projects and experience a smaller pool of bidders.

### EXEMPT BARGAINING ON MANNING REQUIREMENTS

Legislation should be approved to explicitly exempt local governments from having to bargain over staffing and manning levels for any employees and under any circumstances.

### EXEMPT PUBLIC SAFETY EMPLOYEES FROM THE PUBLIC SAFETY EMPLOYEE DISABILITY ACT

Exempting police and fire from the Act will save municipalities the expense of paying one-third of salary to employees not actively working; and will provide parity between municipal public safety employees and non-uniformed employees.

## **LEGISLATIVE POSITION STATEMENTS, CONTINUED**

### **AMEND THE PUBLIC SAFETY EMPLOYEE BENEFITS ACT**

The legislature should change the law by defining "catastrophic injury" in a manner consistent with the use of the term within the federal Public Safety Officers Benefits Act of 1976.

### **PUBLIC SAFETY, UTILITIES AND ENVIRONMENT**

#### **PERMIT ENFORCEMENT OF STATE LAWS UNDER LOCAL CODES**

Protect the authority of communities to enforce state statutes under local authority by enacting the state statute as a part of the municipal code.

#### **PROMOTE INTEROPERABILITY FUNDING**

Encourage the federal government to provide additional funding for the implementation of interoperable radio systems to provide communications between emergency agencies.

#### **PROMOTE NET METERING FOR WIND FARMS**

Legislation in 2008 provided that local governments are eligible to own and operate a wind generation turbine farm, but to be effective, the statute must mandate net aggregate metering.

#### **PROVIDE PARK DISTRICTS THE SAME PROVISIONS ON DEFIBRILLATORS IN OUTDOOR FACILITIES**

Public Act 95-0712 exempts park districts from the regulation that indoor and outdoor physical fitness facilities have automatic external defibrillators (AED), and an individual trained in the use of the AED, on site - but not municipal park departments.

#### **PROMOTE EXTENSION OF WIRELESS EMERGENCY TELEPHONE SAFETY ACT**

Public safety agencies and wireless carriers operating wireless 9-1-1 and wireless E9-1-1 systems require adequate funding to recover the costs of designing, purchasing, installing, testing and operating enhanced facilities, systems and services necessary to comply with the wireless E9-1-1 requirements mandated by the Federal Communications Commission.

#### **OPPOSE USE OF ETSB FUNDS TO PURCHASE AUTOMATED EXTERNAL DEFIBRILLATORS**

Emergency Telephone Service Boards have limited funds to support the police and fire agencies they serve and diverting funds reduces the ability of public safety agencies to assure the availability of current equipment and technology.

#### **REPEAL LIMITS ON MUNICIPAL UTILITY AUDITS**

P.A. 96-1422 usurps the authority of municipalities to audit taxes and fees from utilities and should be repealed.

#### **AMEND THE CURRENT AGGREGATION LEGISLATION - P.A. 96-0176**

The Conference supports minor changes that will significantly improve the usefulness of this legislation.

#### **REQUIRE THE ICC TO DEVELOP METRICS FOR UTILITIES**

The Conference encourages the legislature to pass legislation that allows the ICC to improve the metrics for all utilities and that the information be available for both individuals and communities.

## **LEGISLATIVE POSITION STATEMENTS, CONTINUED**

### **SUPPORT ESTABLISHMENT OF GRANT PROGRAM FUNDING FROM NPDES FUNDS**

The Conference supports the DuPage River Salt Creek Workgroup proposal to develop a grant program using NPDES funds generated locally to improve stream quality.

## **PLANNING, LAND USE AND TRANSPORTATION**

### **REGIONAL AIR CAPACITY**

Planning for Regional Air Capacity should seek out the best and most efficient means to meet future demands for air travel while protecting the safety, well-being, and housing of residents, businesses, and travelers and include the proposed third regional airport.

### **PROTECT SIGN REGULATION**

Protect municipal authority to regulate signs.

### **EXPAND ALLOWABLE ANNEXATION BOUNDARIES**

Expand a municipality's rights with respect to involuntary annexations by adding railroad and utility rights-of-way as allowable boundaries.

### **LIMIT LAND DISCONNECTION**

Prohibit the disconnection of land from a municipality without the approval of the city council or the village board.

### **SUPPORT WESTERN ACCESS**

Western Access for O'Hare Airport must be constructed as a meaningful "front entrance" to the facility, and any roadways and other infrastructure must be located within existing airport property while involving municipalities in planning and development of Western Access.

### **PERMIT SPECIAL SERVICE AREAS FOR STORMWATER FACILITIES**

Allow the use of special service areas to provide maintenance and operations for drainage facilities that are the responsibility of homeowner associations.

### **ALLOW LOCAL GOVERNMENT QUICK-TAKE AUTHORITY**

Municipalities should be granted quick-take authority for the acquisition of land for specific purposes.

### **UPDATE CHANGES TO PLAN COMMISSION PUBLIC HEARINGS**

The requirements that applicants must be cross-examined during public hearings need to have some reasonable and common-sense limits.

### **LIMIT BILLBOARD REMOVAL COMPENSATION**

Legislation is necessary to allow municipalities to continue using amortization as a form of "just compensation" when zoning makes a billboard a nonconforming use.

### **PERMIT TIF FUNDS – VERTICAL CONSTRUCTION**

Allow the use of TIF funds for brick and mortar construction to aid in the redevelopment of blighted areas.

### **ALLOW MUNICIPALITIES TO DETERMINE FORM OF SECURITY POSTED BY DEVELOPERS**

Municipalities, rather than developers, should be able to decide whether developers will need a bond or a letter-of-credit for public improvements.

# CONFERENCE OFFICERS AND LEGISLATIVE COMMITTEE

## CONFERENCE OFFICERS

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Mayor, City of Warrenville

**Vice President, Gary Grasso**  
Mayor, Village of Burr Ridge

**Secretary/Treasurer, John Coakley**  
Administrator, City of Warrenville

**Executive Director, Mark A. Baloga**

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**Deputy Director, Joseph Breinig** Manager, Village of Carol Stream  
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**DuPAGE MAYORS AND MANAGERS CONFERENCE**  
1220 Oak Brook Road, Oak Brook Illinois 60523  
(630) 571-0480 Fax (630) 571-0484  
[www.dmmc-cog.org](http://www.dmmc-cog.org)

Founded June 19, 1962, the DuPage Mayors and Managers Conference is a council of 32 municipal governments in DuPage County, Illinois. Each member municipality is represented by its mayor and manager as voting delegates. The Conference is a not-for-profit organization supported by membership dues and grants.



**AGENDA ITEM**  
J-1 2.22-11

*Village of Carol Stream*  
**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager  
**FROM:** Terry Davis, Secretary, Administration Department *td*  
**DATE:** February 16, 2011  
**RE:** Amplification Permit  
Joshua Kurby Charge for CHARGE 5K

Attached is a Sound Amplifier Permit Application and request to waive the \$25 permit fee for the Joshua Kurby Charge for CHARGE 5K Run/Walk to be held on Saturday, August 20, 2011 starting and ending in Armstrong Park. Proceeds from this event will go to support the CHARGE Syndrome Foundation, a non-profit organization. In addition to the fee waiver, relief will be needed from the limitations on hours for use of an amplified device. Use of amplified devices is prohibited before 10:00 a.m. The run/walk is being held from 7:30 a.m.-9:30 a.m. starting and ending at Armstrong Park. In the past, permission for early start has been granted for other run/walks, such as Bud's Run and the WSDRA run. Attached is a letter from the applicant requesting the following:

1. Waiver of the \$25 fee for a sound amplification permit.
2. Permission to begin and use amplification equipment from 7:30 a.m. until 9:30 a.m.

Please place this on the agenda for the Tuesday, February 22, 2011 Board Meeting for the Board's consideration and approval. Thank you.

Attachments

Sandra Kurby  
869 Burning Tr.  
Carol Stream, IL 60188  
630-231-3505

Village of Carol Stream  
500 N. Gary Ave.  
Carol Stream, IL 60188

Dear Mayor Saverino and Board of Trustees:

I am writing to request a permit and waiver of fee for amplification for the Joshua Kurby Charge for CHARGE 5K run/walk to be held August 20, 2011 at Armstrong Park. The event will be a 5 kilometer run and walk to support the CHARGE Syndrome Foundation.

The CHARGE Syndrome Foundation is a group that I hold dear to my heart due to the passing of my son Joshua Kurby in March of 2009. He was affected by CHARGE Syndrome and this run/walk would be held in his memory. Last year we had nearly 150 participants and many Carol Stream sponsors.

We currently have several return sponsors from Carol Stream, and hope to continue to increase business and awareness of this great town. Last year we had many Carol Stream residents as well as participants from neighboring towns, and travelers from Washington, New York, Michigan, and Ohio.

The event will begin at 8:00am, and a moment of sound amplification to start the race is requested. Shortly thereafter once the first runners approach the finish line I am requesting amplification. This amplification is requested until the final runner/walker crosses the finish line. Finally, a few moments of amplification are requested around 9:30am to announce winners in each age group and raffle prize winners.

We hope to have a wonderful day of running, walking, and showing off our great town! Thank you for your time in this matter. Please feel free to contact me with any questions or concerns.

Sincerely,  
*Sandra Kurby*  
Sandra Kurby



Village of Carol Stream  
Sound Amplifier Permit Application



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

Applicant Name: Sandra Kurby

Applicant Address: 869 Bunny Trail  
Carol Stream, IL 60188

Applicant Phone #: (630) 231-3505 Applicant e-Mail: Sandy417@hotmail.com

Organization Name: CHARLE Syndrome Foundation

Organization Address: c/o Sandra Kurby 869 Bunny Tr. Carol Stream

Organization Phone #: (630) 231-3505 Organization e-Mail: Same as above

Address Where Sound Amplifier Device Will Be Used:  
Picnic Pavilion in Armstrong Park

Description Of Purpose Or Event Where Sound Amplifier Device Will Be Used:  
5K run/walk

Dates/Times For Which Use Of Sound Amplifier Device Is Requested:  
August 20, 2011 7:30-9:30am (not continuous, but  
intermittently at start and end of race)

**PERMIT FEE:** \$25/day when used at a fixed location or in a moving vehicle.  
 Please return completed permit application and fee payment(s) to:

Village Manager's Office  
 Village of Carol Stream  
 500 N. Gary Avenue  
 Carol Stream, IL. 60188-1899  
 (630) 871-6250

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

February 22, 2011

**AGENDA ITEM**

K-1 2-22-11

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>A TO Z ALL PURPOSE RENTAL INC</b>					
TENT STORAGE-JAN/11	150.00	01680000 52244	MAINTENANCE & REPAIR	15631	
	<u>150.00</u>				
<b>ACTION LOCK &amp; KEY</b>					
ADMIN KEY CABINETS	6.00	01660100 53317	OPERATING SUPPLIES	1/5/11	
	<u>6.00</u>				
<b>ACTIVE EXCAVATING &amp; WRECKING INC</b>					
,SNOW PLOWING-1/11,17,18,27, & 2/	18,665.00	01670200 52266	SNOW REMOVAL	8247	20110071
	<u>18,665.00</u>				
<b>ADT SECURITY SERVICES INC</b>					
PWC 10/1-12/31	38.25	01670100 52234	DUES & SUBSCRIPTIONS	37605146	
WPAS 10/1-12/31	38.25	04200100 52234	DUES & SUBSCRIPTIONS	37605076	
WRC 10/1-12/31	38.25	04100100 52234	DUES & SUBSCRIPTIONS	37605210	
	<u>114.75</u>				
<b>ALLSTAR AUTO GLASS INC</b>					
#64 WINDOW REPAIR	219.00	01696200 53353	OUTSOURCING SERVICES	B64444	
	<u>219.00</u>				
<b>AMERICAN FIRST AID</b>					
FIRST AID SUPPLIES	48.40	01670100 53317	OPERATING SUPPLIES	90352	
RE-STOCK SUPPLIES	115.72	01650100 53317	OPERATING SUPPLIES	090289	
	<u>164.12</u>				
<b>AMERICAN MESSAGING</b>					
SRV FOR JAN/11	3.83	01690100 52264	EQUIPMENT RENTAL	U1113407LA	
SRV FOR JAN/11	3.83	01662400 52243	PAGING	U1113407LA	
SRV FOR JAN/11	3.83	01662600 52243	PAGING	U1113407LA	
SRV FOR JAN/11	3.96	04201600 52243	PAGING	U1113407LA	
SRV FOR JAN/11	4.33	01660100 52243	PAGING	U1113407LA	
SRV FOR JAN/11	11.48	01662500 52243	PAGING	U1113407LA	
SRV FOR JAN/11	61.04	01670100 52243	PAGING	U1113407LA	
	<u>92.30</u>				
<b>ANDY FRAIN SERVICES</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
CROSSING GUARD SERVICES-JANU	13,446.67	01662300 52105	CROSSING GUARDS	147954	20110040
	<u>13,446.67</u>				
<b>ASCAP</b>					
EVENT LIC FEE 2011	309.00	01520000 52234	DUES & SUBSCRIPTIONS	500579422A	
	<u>309.00</u>				
<b>ASSOCIATED TECHNICAL SERVICES LTD</b>					
LEAK DET - 452 MINN.	542.00	04201600 52244	MAINTENANCE & REPAIR	20740	
	<u>542.00</u>				
<b>AVALON PETROLEUM COMPANY</b>					
87 OCTANCE	18,473.00	01696200 53356	GAS PURCHASED	543649	
	<u>18,473.00</u>				
<b>B &amp; F TECHNICAL CODE</b>					
INSPECTIONS 143 THUNDERBIRD 1/	600.00	01643700 52253	CONSULTANT	32740	20110004
PLUMBING INSPEC'S-JANUARY	1,941.60	01643700 52253	CONSULTANT	32786	20110006
	<u>2,541.60</u>				
<b>B &amp; H PHOTO &amp; VIDEO</b>					
EVID SUPPL PHOTOSHP	189.95	01664700 53317	OPERATING SUPPLIES	326914200	
	<u>189.95</u>				
<b>BEACON SSI INC</b>					
REPAIR FUEL SYSTEM	413.30	01696200 52244	MAINTENANCE & REPAIR	66188	
	<u>413.30</u>				
<b>BHFX DIGITAL IMAGING</b>					
SVC REPAIR ON HP1055	602.50	01652800 53317	OPERATING SUPPLIES	028553	
	<u>602.50</u>				
<b>BLAINS FARM &amp; FLEET</b>					
CLTH ALLOW- ZOCHERT	196.95	01664700 53324	UNIFORMS	121116	
	<u>196.95</u>				
<b>BROADCAST MUSIC INC</b>					
MUSIC LIC FEE 2011	309.00	01750000 52288	CONCERT SERIES	20632661	
	<u>309.00</u>				
<b>C S CHAMBER OF COMMERCE</b>					
CHAMBER LUNCH OAKLEY	25.00	01650100 52222	MEETINGS	1/20/11	
	<u>25.00</u>				
<b>CAR REFLECTIONS</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
DECALS ON SQUADS 611 & 612	930.00	01662700 53350	SMALL EQUIPMENT EXPENSE	012055	
	<u>930.00</u>				
<b>CARGILL INCORPORATED</b>					
ROAD SALT	9,092.19	06320000 53335	SALT	3021881	20111146
ROAD SALT	24,179.72	06320000 53335	SALT	3020054	20110046
	<u>33,271.91</u>				
<b>CARQUEST AUTO PARTS</b>					
8 AMP BAT CHARGER	80.00	01696200 53354	PARTS PURCHASED	2420-191257	
AIR FILTER	21.72	01696200 53354	PARTS PURCHASED	2420-191382	
AUTO CHARGER	35.99	01696200 53354	PARTS PURCHASED	2420-191581	
BIO KLEEN BIOCIDE	29.39	01696200 53317	OPERATING SUPPLIES	2420-189809	
CAP SCREWS	5.16	01696200 53354	PARTS PURCHASED	2420-191587	
HALOGEN BULBS	47.84	01696200 53354	PARTS PURCHASED	2420-189764	
RET - BATT CHARGER	-80.00	01696200 53354	PARTS PURCHASED	2420-191924	
RET - FUEL FILTER	-82.80	01696200 53354	PARTS PURCHASED	2420-190501	
RET - XFP BA5	-75.74	01696200 53354	PARTS PURCHASED	2420-191258	
RETURN CRED	-82.80	01696200 53354	PARTS PURCHASED	CR9999	
SOCKET RAILS	82.00	01696200 53316	TOOLS	2420-189811	
SUPPLIES	82.80	01696200 53354	PARTS PURCHASED	99999	
TRANS FILTER	15.48	01696200 53354	PARTS PURCHASED	2420-191895	
TRANS/OIL FILTERS	78.04	01696200 53354	PARTS PURCHASED	2420-191199	
VALVE SPRING COMP.	19.87	01696200 53354	PARTS PURCHASED	2420-190761	
WHIP HOSE	29.39	01696200 53354	PARTS PURCHASED	2420-190425	
WIPER BLADES	69.70	01696200 53354	PARTS PURCHASED	2420-191419	
XFP BA5	75.74	01696200 53354	PARTS PURCHASED	2420-190996	
	<u>351.78</u>				
<b>CDW GOVERNMENT INC</b>					
BACK UP HARD DRIVE	164.29	01652800 53317	OPERATING SUPPLIES	WDD3171	
BACK UP HARD DRIVE	388.71	01652800 53317	OPERATING SUPPLIES	WDD3171	
OFFICE PRO 1YR 2011	27,926.65	01652800 52255	SOFTWARE MAINTENANCE	VZQ3006	
	<u>28,479.65</u>				
<b>CH2MHILL OMI</b>					
CAROL CY13 CLOSEOUT	74,653.97	04101100 52262	OMI CONTRACT	50449-50559	
	<u>74,653.97</u>				
<b>CHICAGO INTERNATIONAL TRUCK LLC</b>					
H08-TOP	103.47	01696200 53354	PARTS PURCHASED	102114539	
HOSE	44.90	01696200 53354	PARTS PURCHASED	102116945	
HOSE	89.80	01696200 53354	PARTS PURCHASED	102117019	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>238.17</u>				
<b>CHICAGO PARTS AND SOUND</b>					
CALIPER ASMBY RETURN	-118.00	01696200 53354	PARTS PURCHASED	376022	
	<u>-118.00</u>				
<b>CHILDREN'S ADVOCACY CENTERS OF ILL</b>					
ICAC TRN NICKLES	150.00	01662400 52223	TRAINING	3/14-3/15	
	<u>150.00</u>				
<b>CITY LIMITS CLEANING SYSTEMS INC</b>					
TRUCK WASH SUPPLIES	734.40	01670500 53317	OPERATING SUPPLIES	1280	
	<u>734.40</u>				
<b>CLARK BAIRD SMITH LLP</b>					
SERV'S RENDERED THRU 1/18/11	1,145.00	01570000 52238	LEGAL FEES	394	
	<u>1,145.00</u>				
<b>CLARK'S #535</b>					
CLOTH ALLOW - LALLY	-147.82	01662400 53324	UNIFORMS	535-4049	
CLOTH ALLOW - LALLY	134.99	01662400 53324	UNIFORMS	535-4095	
CLOTH ALLOW - LALLY	147.82	01662400 53324	UNIFORMS	535-4093	
	<u>134.99</u>				
<b>COMED</b>					
SERV FROM 01/12 THRU 02/14	35.44	06320000 52248	ELECTRICITY	1083101009 JAN/11	
SERV FROM 1/13 THRU 2/14	25.35	01670600 52248	ELECTRICITY	6827721000 JAN/11	
SERV FROM 12/28 - 01-28	216.82	06320000 52248	ELECTRICITY	0815164035 JAN/11	
	<u>277.61</u>				
<b>CONCEPT COMMERCIAL COMMUNICATIONS INC</b>					
#13 - RADIO	152.36	04201400 54417	RADIOS	150747	
RADIO REPAIRS	264.44	01670200 52227	RADIO MAINTENANCE	150640	
	<u>416.80</u>				
<b>CRAINS CHICAGO BUSINESS</b>					
2011 ANNL SUBSCRIPT-BREINIG	97.95	01590000 52234	DUES & SUBSCRIPTIONS	SUBSCRIPT-BREINIG	
	<u>97.95</u>				
<b>CURRIE MOTORS FLEET</b>					
2- 2011 CHEVY TAHOE POLICE CAR	52,960.00	01662700 54415	VEHICLES	021111	20110057
	<u>52,960.00</u>				
<b>DAVID G BAKER</b>					
VLG BOARD TELECAST 2/7/11	105.00	01650100 52253	CONSULTANT	020711	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>105.00</u>				
<b>DELUXE TOWING</b>					
#17 - TOW TO PWC	<u>300.00</u>	01696200 53317	OPERATING SUPPLIES	71361	
	<u>300.00</u>				
<b>DIGIOIA BROTHERS CONST. CO</b>					
SNOW PLOWING-2/1 THRU 7TH 2011	<u>27,029.00</u>	01670200 52266	SNOW REMOVAL	47921	20110073
	<u>27,029.00</u>				
<b>DRIVERS LICENSE GUIDE COMPANY</b>					
SUBSCRIPTION RENEWAL	<u>82.50</u>	01662400 52234	DUES & SUBSCRIPTIONS	168374	
	<u>82.50</u>				
<b>DUPAGE HONDA YAMAHA</b>					
ELEMENT CLEANER	<u>8.99</u>	01696200 53354	PARTS PURCHASED	393622	
	<u>8.99</u>				
<b>DUPAGE MAYORS AND MANAGERS CONFERENC</b>					
LEGISLATIVE RECEPTION J BREINIG	<u>55.00</u>	01590000 52222	MEETINGS	6541	
	<u>55.00</u>				
<b>EBAY INC</b>					
EBAY FEE-DEC	<u>50.00</u>	01664700 53317	OPERATING SUPPLIES	30019 12/10	
	<u>50.00</u>				
<b>EM &amp; J AUTOMOTIVE</b>					
PLOW LIGHTS	<u>363.00</u>	01696200 53354	PARTS PURCHASED	1181	
	<u>363.00</u>				
<b>ENFORCEMENT PRODUCTS INC</b>					
RADAR&4 REMOTES	<u>2,018.00</u>	01662700 54412	OTHER EQUIPMENT	587676	
	<u>2,018.00</u>				
<b>EXELON ENERGY INC</b>					
SERV FRM 12/20 - 01/24	3,833.29	04201600 52248	ELECTRICITY	100431200150	
SERV FROM 12/17 THRU 01/21	<u>3,906.43</u>	06320000 52248	ELECTRICITY	200214600070	
	<u>7,739.72</u>				
<b>FEDEX</b>					
INV SUMMARY JAN 26 2011	<u>82.50</u>	01650100 52229	POSTAGE	7-372-41477	
	<u>82.50</u>				
<b>FEECE OIL CO</b>					
E85 GASOLINE	5,097.42	01696200 53356	GAS PURCHASED	3164103	



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>5,097.42</u>				
<b>GABRIEL ROEDER SMITH &amp; COMPANY</b>					
COMPLETION OF GASB 45 VALUATIC	3,500.00	01612900 52254	ACTUARIAL	114317	
	<u>3,500.00</u>				
<b>GALLS</b>					
CERT SUPPLIES	333.97	01664700 53325	COMMUNITY RELATIONS	511072256	
	<u>333.97</u>				
<b>GORDON FLESCH COMPANY INC</b>					
REC COPR 11/23-12/27	104.22	01662600 52226	OFFICE EQUIPMENT MAINTENAN	0X6636	
	<u>104.22</u>				
<b>GROUP LINK</b>					
HELPDESK APPLICATION	1,398.60	01652800 52255	SOFTWARE MAINTENANCE	4083	
	<u>1,398.60</u>				
<b>HOME DEPOT</b>					
LIGHT SUPPLIES	11.14	01670300 53317	OPERATING SUPPLIES	0697342	
SUPPLIES	16.58	04201600 53317	OPERATING SUPPLIES	02-85742	
SUPPLIES	87.08	04201600 53317	OPERATING SUPPLIES	02-15673	
TOOLS	39.98	04201600 53316	TOOLS	02-85742	
VOLUNTEER SUPPLIES	40.80	01662373 53325	COMMUNITY RELATIONS	0271924	
WATER SUPPLIES	21.94	04201600 53317	OPERATING SUPPLIES	0504811	
	<u>217.52</u>				
<b>IGFOA</b>					
IGFOA DUES-DAMOLARIS	220.00	01612900 52234	DUES & SUBSCRIPTIONS	3596635	
IGFOA DUES-WYDRA	170.00	01612900 52234	DUES & SUBSCRIPTIONS	3596601	
IGFOA MEMBERSHP-BATEK	325.00	01610100 52234	DUES & SUBSCRIPTIONS	3602106	
	<u>715.00</u>				
<b>IRMA</b>					
JANUARY DEDUCTIBLE	3,557.88	01650100 52215	IRMA DEDUCTIBLES	10374	
JANUARY OPTIONAL DEDUCTIBLE	13,564.69	01650100 52215	IRMA DEDUCTIBLES	10446	
	<u>17,122.57</u>				
<b>ILLINOIS ASSN OF CHIEFS OF POLICE</b>					
ANNUAL CHIEF DUES	85.00	01660100 52234	DUES & SUBSCRIPTIONS	2011	
	<u>85.00</u>				
<b>ILLINOIS SECRETARY OF STATE</b>					
TITLE & MUNICIPAL PLATES 2-CHEV	206.00	01662700 52212	AUTO MAINTENANCE & REPAIR	#611 & #612	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>206.00</u>				
<b>ILLINOIS SECTION A W W A</b>					
WELLS CLASS/KRAUSER	<u>60.00</u>	04201600 52223	TRAINING	9765	
	<u>60.00</u>				
<b>IMPACT NETWORKNG LLC</b>					
10/06/10 -11/06/10	3.33	01580000 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	3.92	01620100 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	4.17	01650100 52226	OFFICE EQUIPMENT MAINTENAN	89985	
10/06/10 -11/06/10	5.16	01600000 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	5.33	01662556 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	6.67	01650100 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	8.33	01590000 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	12.50	01620100 52226	OFFICE EQUIPMENT MAINTENAN	89985	
10/06/10 -11/06/10	12.50	01670100 52226	OFFICE EQUIPMENT MAINTENAN	89985	
10/06/10 -11/06/10	14.58	01613000 53317	OPERATING SUPPLIES	89985	
10/06/10 -11/06/10	16.67	01610100 52226	OFFICE EQUIPMENT MAINTENAN	89985	
10/06/10 -11/06/10	21.07	01670100 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	21.17	01662456 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	21.17	01662756 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	21.83	01640100 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	36.08	01612900 53317	OPERATING SUPPLIES	89985	
10/06/10 -11/06/10	42.42	01660100 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	42.42	01664756 53314	OFFICE SUPPLIES	89985	
10/06/10 -11/06/10	87.50	01610100 53317	OPERATING SUPPLIES	89985	
10/06/10 -11/06/10	132.50	01662656 53314	OFFICE SUPPLIES	89985	
10/06/10- 11/06/10	4.17	01590000 52226	OFFICE EQUIPMENT MAINTENAN	89985	
10/06/10- 11/06/10	16.67	01640100 52226	OFFICE EQUIPMENT MAINTENAN	89985	
11/06/10-12/06/10	3.33	01580000 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	3.92	01620100 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	4.17	01590000 52226	OFFICE EQUIPMENT MAINTENAN	90371	
11/06/10-12/06/10	4.17	01650100 52226	OFFICE EQUIPMENT MAINTENAN	90371	
11/06/10-12/06/10	5.16	01600000 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	6.67	01650100 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	8.33	01590000 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	12.50	01620100 52226	OFFICE EQUIPMENT MAINTENAN	90371	
11/06/10-12/06/10	14.58	01613000 53317	OPERATING SUPPLIES	90371	
11/06/10-12/06/10	19.48	01662556 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	19.58	01670100 52226	OFFICE EQUIPMENT MAINTENAN	90371	
11/06/10-12/06/10	21.17	01662456 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	21.17	01662756 53314	OFFICE SUPPLIES	90371	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
11/06/10-12/06/10	23.74	01610100 52226	OFFICE EQUIPMENT MAINTENAN	90371	
11/06/10-12/06/10	23.75	01640100 52226	OFFICE EQUIPMENT MAINTENAN	90371	
11/06/10-12/06/10	28.14	01670100 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	28.90	01640100 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	36.08	01612900 53317	OPERATING SUPPLIES	90371	
11/06/10-12/06/10	56.57	01660100 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	56.57	01664756 53314	OFFICE SUPPLIES	90371	
11/06/10-12/06/10	94.58	01610100 53317	OPERATING SUPPLIES	90371	
11/06/10-12/06/10	132.50	01662656 53314	OFFICE SUPPLIES	90371	
12/06-10 - 01/06/11	8.33	01590000 53314	OFFICE SUPPLIES	093181	
12/06/10 - 01/06/11	3.33	01580000 53314	OFFICE SUPPLIES	093181	
12/06/10 - 01/06/11	4.17	01590000 52226	OFFICE EQUIPMENT MAINTENAN	093181	
12/06/10 - 01/06/11	12.50	01620100 52226	OFFICE EQUIPMENT MAINTENAN	093181	
12/06/10 -01/06/11	3.92	01620100 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	5.33	01662556 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	6.67	01650100 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	12.50	01670100 52226	OFFICE EQUIPMENT MAINTENAN	093181	
12/06/10 -01/06/11	14.58	01613000 53317	OPERATING SUPPLIES	093181	
12/06/10 -01/06/11	16.67	01610100 52226	OFFICE EQUIPMENT MAINTENAN	093181	
12/06/10 -01/06/11	16.67	01640100 52226	OFFICE EQUIPMENT MAINTENAN	093181	
12/06/10 -01/06/11	21.07	01670100 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	21.17	01662456 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	21.17	01662756 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	21.83	01640100 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	36.08	01612900 53317	OPERATING SUPPLIES	093181	
12/06/10 -01/06/11	42.42	01660100 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	42.42	01664756 53314	OFFICE SUPPLIES	093181	
12/06/10 -01/06/11	87.50	01610100 53317	OPERATING SUPPLIES	093181	
12/06/10 -01/06/11	132.50	01662656 53314	OFFICE SUPPLIES	093181	
12/06/10- 01/06/11	4.17	01650100 52226	OFFICE EQUIPMENT MAINTENAN	093181	
12/06/10- 01/06/11	5.16	01600000 53314	OFFICE SUPPLIES	093181	
	<b>1,705.38</b>				
<b>J C PENNY</b>					
CLOTH ALLOW - NICKELS	100.55	01662400 53324	UNIFORMS	1133	
	<b>100.55</b>				
<b>JEWEL-OSCO</b>					
CLEANING SUPPLIES	8.52	01670100 53317	OPERATING SUPPLIES	465	
TOUR SNACKS	11.75	01660100 53317	OPERATING SUPPLIES	324601017616	
VOLUNTEER SUPPLIES	35.99	01662373 53325	COMMUNITY RELATIONS	090083158	
	<b>56.26</b>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>JOE COTTON FORD</b>					
JEWELS-CAR PART	25.82	01696200 53354	PARTS PURCHASED	291083	
PROCESSOR	352.50	01696200 53354	PARTS PURCHASED	290637	
PUMP ASSYL	275.16	01696200 53354	PARTS PURCHASED	290717	
REPL INJ & CK VALVES	1,845.93	01696200 53354	PARTS PURCHASED	442783	
RESISTORS-CAR PRT	21.75	01696200 53354	PARTS PURCHASED	291047	
WIRE ASSYL	14.23	01696200 53354	PARTS PURCHASED	290735	
	<b>2,535.39</b>				
<b>JOES BLACKTOP INC</b>					
SNOW PLOW -01/18/11	1,544.00	01670200 52266	SNOW REMOVAL	1/18/11	20110070
SNOW PLOW FEB 1 2011	3,845.00	01670200 52266	SNOW REMOVAL	02/01/2011	20110070
SNOW PLOW FEB 2 2011	5,358.50	01670200 52266	SNOW REMOVAL	02/02/11	20110070
SNOW PLOW FEB 3 2011	348.00	01670200 52266	SNOW REMOVAL	02/03/11	20110070
SNOW PLOW FEB 4 2011	776.00	01670200 52266	SNOW REMOVAL	2/4/11	20110070
SNOW PLOW FEB 6 2011	426.75	01670200 52266	SNOW REMOVAL	02/06/11	20110070
	<b>12,298.25</b>				
<b>JOHN C BOSCO</b>					
SNOW PLOWING FEB 1ST & FEB 2NI	1,404.25	01670200 52266	SNOW REMOVAL	1004	20110072
SNOW PLOWING-02/06/11	342.50	01670200 52266	SNOW REMOVAL	1005	20110072
	<b>1,746.75</b>				
<b>JOHN L FIOTI</b>					
SERV FOR JANUARY 12 2011	156.25	01662300 52310	ATLE LEGAL ADJUDICATION	C S25	
SERV FOR JANUARY 12 2011	156.25	01570000 52238	LEGAL FEES	C S25	
	<b>312.50</b>				
<b>KOHL'S</b>					
CLOTH ALLOW-RUDELICH	44.79	01664700 53324	UNIFORMS	32200117540	
	<b>44.79</b>				
<b>LENS ACE HARDWARE #426</b>					
WINTER WEATHER GEAR	139.43	04201600 53324	UNIFORMS	148366/1	
	<b>139.43</b>				
<b>LIVE VIEW GPS INC</b>					
SERV-JAN 2011	39.95	01662400 53330	INVESTIGATION FUND	4485	
	<b>39.95</b>				
<b>LMCC</b>					
2011 NEC HANDBOOK	110.00	01643700 53318	REFERENCE MATERIALS	400	
	<b>110.00</b>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>LOWE'S HOME CENTERS</b>					
ELECTRIC BX COVRS	1.56	01680000 53319	MAINTENANCE SUPPLIES	12091	
HARDWARE: RIFLERACKS	89.89	01662700 53317	OPERATING SUPPLIES	14263B	
MAILBOXES (TEMP)	119.88	01670200 53317	OPERATING SUPPLIES	14752	
	<u>211.33</u>				
<b>MC GRAW HILL CONSTRUCTION</b>					
SUBSCRIPT-KNUDSEN	82.00	01620100 52234	DUES & SUBSCRIPTIONS	980169 2011	
	<u>82.00</u>				
<b>MCMASTER CARR</b>					
CUTTING WHEEL	247.92	04201600 53316	TOOLS	74592125	
PIPE CUTTER	1,250.40	04201600 53316	TOOLS	73406278	
	<u>1,498.32</u>				
<b>MEADE ELECTRIC COMPANY INC</b>					
KUHN/LIES SIGNL 12/10	150.00	06320000 52244	MAINTENANCE & REPAIR	648812	
	<u>150.00</u>				
<b>MENARDS</b>					
SUPPLIES	21.39	01696200 53317	OPERATING SUPPLIES	065232	
	<u>21.39</u>				
<b>MICHAEL ZOCHERT</b>					
TUITION REIMBUR CLS 12/14/10-1/31	883.00	01664700 52223	TRAINING	ORGANIZ BEHAV MGI	
	<u>883.00</u>				
<b>MID AMERICA HORTICULTURAL TRADE SHOW</b>					
LESCHER 1/19/11 TRNG	75.00	01680000 52223	TRAINING	3371232771	
	<u>75.00</u>				
<b>MINUTEMAN PRESS</b>					
BUS. CARDS DETECTIVES	152.48	01662400 53315	PRINTED MATERIALS	30748	
	<u>152.48</u>				
<b>MONROE TRUCK EQUIPMENT</b>					
BOSS LIGHT BAR ASSY	85.32	01696200 53354	PARTS PURCHASED	287679	
	<u>85.32</u>				
<b>MORONI LAW OFFICES</b>					
PROSECUTION SERVICES FOR DEC.	2,365.00	01570000 52235	LEGAL FEES-PROSECUTION	DECEMBER 2010	
	<u>2,365.00</u>				
<b>MULTI PRINTING SOLUTIONS</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TOW REPORT PRINTING	821.91	01662700 53315	PRINTED MATERIALS	0218350	
	<u>821.91</u>				
<b>MUNICIPAL CODE CORPORATION</b>					
ANNL BILLING FEB 2010-FEB 2011	350.00	01650100 52234	DUES & SUBSCRIPTIONS	00203921	
	<u>350.00</u>				
<b>N E M R T</b>					
KONIOR AR15 ARMORER	400.00	01662700 52223	TRAINING	139865	
	<u>400.00</u>				
<b>NAPA AUTO CENTER</b>					
SHRINK TUBING	7.25	01696200 53317	OPERATING SUPPLIES	106343	
WINDSHIELD FLUID	97.39	01696200 53317	OPERATING SUPPLIES	103307	
	<u>104.64</u>				
<b>NATIONAL ENGRAVERS</b>					
MCPMAHON-PIC PLAQUE	70.00	01660100 53317	OPERATING SUPPLIES	12302	
	<u>70.00</u>				
<b>NATIONAL LAW ENFORCEMENT SUPPLY</b>					
EVIDENCE SUPPLIES	87.23	01662400 53317	OPERATING SUPPLIES	54279800	
	<u>87.23</u>				
<b>NEHER ELECTRIC SUPPLY INC</b>					
LAMPS-VLG HALL	115.40	01680000 53319	MAINTENANCE SUPPLIES	309013	
	<u>115.40</u>				
<b>NEOPOST LEASING</b>					
LEASE - FEB 2011	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	N2193144	
LEASE 1/11	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	N2115559	
	<u>844.88</u>				
<b>NICOR GAS</b>					
SERV FRM 01/10/11 -02/10/11	84.76	04101500 52277	HEATING GAS	86 60 60 1117 8 JAN	
SERV FROM 01/07/11-02/09/11	206.18	01670600 52277	HEATING GAS	13 81 12 1000 7 JAN	
	<u>290.94</u>				
<b>NIU OUTREACH (I G F O A)</b>					
FINANCIAL SEM.-BATEK	95.00	01610100 52223	TRAINING	349312	
	<u>95.00</u>				
<b>NORTH GARY AUTO CARE ENTER</b>					
EBAY VEH INSP/TIRE RP	131.96	01664700 53317	OPERATING SUPPLIES	000002A	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>131.96</u>				
<b>OCE IMAGISTICS INC</b>					
PWC 12/1-12/31	32.16	01670100 52231	COPY EXPENSE	415260163	
WRC 10/1-12/31	62.11	04100100 52231	COPY EXPENSE	415291380	
	<u>94.27</u>				
<b>OFFICE DEPOT</b>					
BINDER CLIPS	2.40	01650100 53314	OFFICE SUPPLIES	546732371001	
MISC. OFFICE SUPPLIES	49.22	01650100 53314	OFFICE SUPPLIES	546732109001	
OFFICE SUPPLIES	28.04	04200100 53314	OFFICE SUPPLIES	547860718	
OFFICE SUPPLIES	31.08	01670100 53314	OFFICE SUPPLIES	547860718	
OFFICE SUPPLIES	34.99	01696200 53314	OFFICE SUPPLIES	547860718	
OFFICE SUPPLIES	37.92	01643700 53314	OFFICE SUPPLIES	546905514	
OFFICE SUPPLIES	43.21	01643700 53314	OFFICE SUPPLIES	548129736	
OFFICE SUPPLIES	61.09	01612900 53314	OFFICE SUPPLIES	547379506001	
	<u>287.95</u>				
<b>OLIVE GROVE LANDSCAPING INC</b>					
SNOW PLOW FEB 2 THRU 6 2011	15,166.75	01670200 52266	SNOW REMOVAL	11521	
SNOW PLOW FOR 01/11,01/18 2011	8,292.00	01670200 52266	SNOW REMOVAL	11520	20110068
	<u>23,458.75</u>				
<b>P R STREICH &amp; SONS INC</b>					
LIFT #1 REPAIRS	1,989.00	01696200 52284	EQUIPMENT MAINTENANCE	IN000034398	
	<u>1,989.00</u>				
<b>PAHCS II/ CENTRAL DUPAGE BUSINESS HEALTH</b>					
ANNUAL FEE -DOT RANDOM DRG TE	169.00	01600000 52225	EMPLOYMENT PHYSICALS	114232	
	<u>169.00</u>				
<b>PORTER LEE CORPORATION</b>					
ZEBRA RIBBON BEAST	164.00	01662400 53314	OFFICE SUPPLIES	10018	
	<u>164.00</u>				
<b>PROSAFETY</b>					
GLOVES	164.40	04201600 53324	UNIFORMS	682750	
	<u>164.40</u>				
<b>RADCO COMMUNICATIONS INC</b>					
649 STROBE REPAIRS	51.36	01662300 52212	AUTO MAINTENANCE & REPAIR	76122	
HT-1000 REPAIR	120.00	01662400 52227	RADIO MAINTENANCE	76122	
LIGHTCONTROLS/TAHOES	586.44	01662700 53350	SMALL EQUIPMENT EXPENSE	76055	
NARROWBAND 674/683	60.00	01662700 52227	RADIO MAINTENANCE	76057	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
REPAIR 652 STROBES	115.44	01662700 52212	AUTO MAINTENANCE & REPAIR	76131	
SIRENS-NEW TAHOES	800.50	01662700 53350	SMALL EQUIPMENT EXPENSE	76082	
	<u>1,733.74</u>				
<b>RAY O'HERRON CO</b>					
.38 AMMO	180.00	01662700 53321	AMMUNITION	0032312	
BAUGHMAN-SHIRT	109.80	01662700 53324	UNIFORMS	31778	
CADLE-SHIRT,PANT,BOOT	217.75	01662700 53324	UNIFORMS	30075	
CADLE-SHIRTS	81.90	01662700 53324	UNIFORMS	31775	
CLUEVER-BOOT	83.95	01662300 53324	UNIFORMS	30675	
DUGO-PANTS	36.95	01662600 53324	UNIFORMS	31281	
FRY- T-NECK	53.90	01662700 53324	UNIFORMS	30076	
FRY- T-NECKS	53.90	01662700 53324	UNIFORMS	31579	
FRY-BOOT	83.95	01662700 53324	UNIFORMS	30676	
JONES-BOOTS	83.95	01662400 53324	UNIFORMS	31782	
JONES-PANT,BELT	76.90	01662400 53324	UNIFORMS	30857	
JUNGERS-UNIFORMS	433.35	01660100 53324	UNIFORMS	31784	
KALINOWICZ SHIRTS	109.80	01662300 53324	UNIFORMS	31777	
KONIOR,P- BOOT,BELT	153.85	01662700 53324	UNIFORMS	31783	
LOPEZ- BOOTS,1 T-NECK	103.90	01662700 53324	UNIFORMS	31780	
MABBITT-T-NECK,PANTS	96.85	01662700 53324	UNIFORMS	31781	
MICHALEK-WINTER HAT	20.95	01662700 53324	UNIFORMS	31320	
MOFFETT-BUTTONS FIXED	12.00	01662700 53324	UNIFORMS	31130	
OUTER VEST PATCH STAR	225.00	01662700 53324	UNIFORMS	30627	
RAINEY- PANTS	39.95	01662700 53324	UNIFORMS	29976	
RANWELLER-SHIRT,PANT,	155.80	01662700 53324	UNIFORMS	30073	
ROE-UNIFORMS	342.50	01662700 53324	UNIFORMS	31776	
S&W AMMO 40CAL	950.00	01662700 53321	AMMUNITION	0032086	
WELLS- HANDCUFFS	25.95	01664700 53324	UNIFORMS	31282	
WHITE-SHIRT,PANT	151.80	01662700 53324	UNIFORMS	30074	
	<u>3,884.65</u>				
<b>ROCKHOUSE PRODUCTS INTERNATIONAL</b>					
IMAGER CAMERA	7,028.00	01664700 54412	OTHER EQUIPMENT	24573	20110075
	<u>7,028.00</u>				
<b>S &amp; S MAINTENANCE INC</b>					
SNOW PLOWING FEB 5TH 2011	3,088.00	01670200 52266	SNOW REMOVAL	VCS000011	
SNOW PLOWING FOR 02/04/11	1,656.00	01670200 52266	SNOW REMOVAL	VCS0010 2011	
SNOW PLOWING FOR 02/3/11	1,176.00	01670200 52266	SNOW REMOVAL	VCS009 2011	
SNOW PLOWING FOR 2/1/11	3,436.00	01670200 52266	SNOW REMOVAL	VCS007 2011	20110066
SNOW PLOWING-2/1 & 2/2	22,717.25	01670200 52266	SNOW REMOVAL	VCS008 2011	20110066



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>32,073.25</u>					
<b>SAUBER MGF.CO</b>						
#13 RETROFIT	102.25	04201400	54415	VEHICLES	PSI146625	
#13 RETROFIT	1,848.00	04201400	54415	VEHICLES	PSI146495	
	<u>1,950.25</u>					
<b>SCHWAAB INC</b>						
STAMP PAD REPLACEMENT	19.74	01650100	53314	OFFICE SUPPLIES	684041	
	<u>19.74</u>					
<b>SEAWAY SUPPLY CO</b>						
PAPER PRODUCTS	75.00	01670500	53317	OPERATING SUPPLIES	70400-01	
	<u>75.00</u>					
<b>SIGNS NOW</b>						
JONES MAGNET	20.00	01662400	53317	OPERATING SUPPLIES	SN19539767	
	<u>20.00</u>					
<b>SIKICH LLP</b>						
AUDIT 2010	1,730.00	01520000	52237	AUDIT FEES	122693	20110013
	<u>1,730.00</u>					
<b>SIMPLEX GRINNELL</b>						
5 YR OBSTRUCTION TEST	2,753.00	01670100	52244	MAINTENANCE & REPAIR	66154902	
5 YR TEST - KUHN PAS	937.00	04201600	52244	MAINTENANCE & REPAIR	66156055	
SPRINKLER TESTING	527.62	04201600	52244	MAINTENANCE & REPAIR	73808796	
	<u>4,217.62</u>					
<b>SQUEEGEE BROS INC</b>						
CERT SUPPLIES	175.00	01664700	53325	COMMUNITY RELATIONS	12/10/10	
	<u>175.00</u>					
<b>STAPLES</b>						
VOLUNTEER SUPPLIES	38.95	01662373	53325	COMMUNITY RELATIONS	1526084	
VOLUNTEER SUPPLIES	149.50	01662373	53325	COMMUNITY RELATIONS	1510883	
	<u>188.45</u>					
<b>STREICHERS</b>						
ADMIN AMMO	34.00	01660100	53321	AMMUNITION	I803159	
ADMIN AMMO	362.00	01660100	53321	AMMUNITION	S932283	
INVESTGATIONS AMMO	1,188.00	01662400	53321	AMMUNITION	I803159	
SPECIAL OPS AMMO	1,188.00	01664700	53321	AMMUNITION	S932283	
TRAFFIC AMMO	673.40	01662300	53321	AMMUNITION	I803159	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>3,445.40</u>				
<b>TCL EXCAVATING INC</b>					
SNOW PLOW FEB 1ST AND FEB 2ND	15,510.00	01670200 52266	SNOW REMOVAL	C2392	
SNOW PLOW FEB 3RD AND FEB 4TH	1,113.50	01670200 52266	SNOW REMOVAL	C2393	20110067
SNOW PLOWING FEB 1ST 2011	3,304.00	01670200 52266	SNOW REMOVAL	C2391	
SNOW PLOWING FEB 6TH 2011	4,084.00	01670200 52266	SNOW REMOVAL	C2394	
	<u>24,011.50</u>				
<b>TEE JAY SERVICE COMPANY INC</b>					
MTC -JAN/11 DOOR	127.00	01680000 52244	MAINTENANCE & REPAIR	95581	
	<u>127.00</u>				
<b>TERRACE SUPPLY COMPANY</b>					
CYCL RNTL 11/15-12/15	28.50	01696200 52264	EQUIPMENT RENTAL	660185Z	
	<u>28.50</u>				
<b>THE UPS STORE</b>					
SAMPLES - SPRINGFIELD	9.56	04201600 53317	OPERATING SUPPLIES	6286	
	<u>9.56</u>				
<b>TLC GROUP LIMITED</b>					
PROP MTC OCT/10	1,590.64	01670400 52272	PROPERTY MAINTENANCE(NPDI	26226	20110031
	<u>1,590.64</u>				
<b>TOTAL STAFFING SOLUTIONS</b>					
D DENT - 12/13-12/19	288.00	01670100 52253	CONSULTANT	0015012396	
D DENT - 12/20-12/26	144.00	01670100 52253	CONSULTANT	0015012417	
D DENT 1/10-1/16	360.00	01670100 52253	CONSULTANT	0015012477	
D DENT 1/3-1/9	288.00	01670100 52253	CONSULTANT	0015012455	
D DENT 12/27-1/2	576.00	01670100 52253	CONSULTANT	0015012434	
	<u>1,656.00</u>				
<b>TRANS UNION LLC</b>					
SERV-11/26 - 12/25/10	45.00	01662400 53330	INVESTIGATION FUND	12001049	
	<u>45.00</u>				
<b>U S PAVING INC</b>					
SNOW PLOWING FEB 1ST 2011	1,613.00	01670200 52266	SNOW REMOVAL	11-013	
SNOW PLOWING FEB 1ST 2011	7,385.50	01670200 52266	SNOW REMOVAL	11-018	
SNOW PLOWING FEB 1ST 2011	10,900.75	01670200 52266	SNOW REMOVAL	11-017	
SNOW PLOWING FEB 6 2011	1,392.50	01670200 52266	SNOW REMOVAL	11-031	
SNOW PLOWING FEB 6TH 2011	2,494.00	01670200 52266	SNOW REMOVAL	11-030	20110069
	<u>23,785.75</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>U S POST OFFICE</b>					
POSTAGE-EVIDENCE	10.20	01662400 53317	OPERATING SUPPLIES	745	
POSTAGE-EVIDENCE	11.05	01662400 53317	OPERATING SUPPLIES	337	
POSTAGE-EVIDENCE	18.49	01662400 53317	OPERATING SUPPLIES	401	
	<u>39.74</u>				
<b>U S POSTMASTER</b>					
PERMIT 2128000 & 2128001	770.00	01650100 52229	POSTAGE	2/11/2011	
	<u>770.00</u>				
<b>ULINE SHIPPING SUPPLY SPECIALISTS</b>					
EVIDENCE SUPPLIES	24.53	01662400 53317	OPERATING SUPPLIES	36092710	
	<u>24.53</u>				
<b>UNIFIRST CORPORATION</b>					
MATS 1/11/11	42.89	01670100 53317	OPERATING SUPPLIES	662050	
MATS 1/18/11	57.89	01670100 53317	OPERATING SUPPLIES	663580	
MATS 1/4/11	42.89	01670100 53317	OPERATING SUPPLIES	660516	
MATS 12/28/10	42.89	01670100 53317	OPERATING SUPPLIES	658993	
MATS 12/21/10	42.89	01670100 53317	OPERATING SUPPLIES	657463	
TOWELS 1/11/11	55.54	01696200 53317	OPERATING SUPPLIES	662050	
TOWELS 1/18/11	55.59	01696200 53317	OPERATING SUPPLIES	663580	
TOWELS 1/4/11	55.59	01696200 53317	OPERATING SUPPLIES	660516	
TOWELS 12/21/10	55.59	01696200 53317	OPERATING SUPPLIES	657463	
TOWELS 12/28/10	55.59	01696200 53317	OPERATING SUPPLIES	658993	
UNIFORMS 1/18/11	23.05	04200100 52267	UNIFORM CLEANING	663580	
UNIFORMS 1/11/11	23.16	04200100 52267	UNIFORM CLEANING	662050	
UNIFORMS 1/11/11	26.45	01670100 52267	UNIFORM CLEANING	662050	
UNIFORMS 1/11/11	42.43	01696200 52267	UNIFORM CLEANING	662050	
UNIFORMS 1/18/11	26.45	01670100 52267	UNIFORM CLEANING	663580	
UNIFORMS 1/18/11	43.49	01696200 52267	UNIFORM CLEANING	663580	
UNIFORMS 1/4/11	23.11	04200100 52267	UNIFORM CLEANING	660516	
UNIFORMS 1/4/11	26.45	01670100 52267	UNIFORM CLEANING	660516	
UNIFORMS 1/4/11	42.43	01696200 52267	UNIFORM CLEANING	660516	
UNIFORMS 12/21/10	23.11	04200100 52267	UNIFORM CLEANING	657463	
UNIFORMS 12/28/10	23.11	04200100 52267	UNIFORM CLEANING	658993	
UNIFORMS 12/28/10	26.45	01670100 52267	UNIFORM CLEANING	658993	
UNIFORMS 12/21/10	26.45	01670100 52267	UNIFORM CLEANING	657463	
UNIFORMS 12/21/10	42.43	01696200 52267	UNIFORM CLEANING	657463	
UNIFORMS 12/28/10	42.43	01696200 52267	UNIFORM CLEANING	658993	
	<u>968.35</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>UNITED LABORATORIES</b>					
SALT B GONE	217.02	01670200 53317	OPERATING SUPPLIES	165	
	<u>217.02</u>				
<b>UPS GROUND SERVICE</b>					
COBAN RETURN-682	13.80	01662700 53317	OPERATING SUPPLIES	391277125	
	<u>13.80</u>				
<b>VERIZON WIRELESS</b>					
NOV 14- DEC 13	75.98	01664700 52230	TELEPHONE	25002042999	
NOV 14- DEC 13	151.96	01662300 52230	TELEPHONE	25002042999	
NOV 14- DEC 13	189.95	01660100 52230	TELEPHONE	25002042999	
NOV 14- DEC 13	759.80	01662700 52230	TELEPHONE	25002042999	
SURCHARGES	0.66	01660100 52230	TELEPHONE	25002042999	
UNDERCOVER PHONE	30.00	01662400 53330	INVESTIGATION FUND	126652	
	<u>1,208.35</u>				
<b>WHOLESALE DIRECT INC</b>					
STAR BAR	886.89	01696200 53354	PARTS PURCHASED	0182782	
	<u>886.89</u>				
<b>WORD SYSTEMS INC</b>					
MIRRA IV VOICE LOGGR SYSTM-50%	3,958.25	01660100 54412	OTHER EQUIPMENT	19745	20110079
	<u>3,958.25</u>				
<b>XEROX CAPITAL SERVICES LLC</b>					
SRV 11/23-12/22	1,533.16	01650100 52231	COPY EXPENSE	052410592	20110053
	<u>1,533.16</u>				
<b>ZBATTERY.COM INC</b>					
BATTERY REPLENISHMENT	119.20	01662757 53317	OPERATING SUPPLIES	S260024	
	<u>119.20</u>				
<b>ZIEBELL WATER SERVICE PRODUCTS INC</b>					
3/4 COMP COUPLING	130.40	04201600 53317	OPERATING SUPPLIES	667645-000	
WATER SUPPLIES	535.35	04201600 53317	OPERATING SUPPLIES	211198	
WATER SUPPLIES	546.06	04201600 53317	OPERATING SUPPLIES	211033	
WATER SUPPLIES	589.38	04201600 53317	OPERATING SUPPLIES	211032	
WATER SUPPLIES	753.00	04201600 53317	OPERATING SUPPLIES	211031	
	<u>2,554.19</u>				
	<u><u>491,199.33</u></u>				

The preceding list of bills payable totaling \$491,199.33 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph Breinig- Village Manager

**Date:** 2/18/11

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr – Mayor

\_\_\_\_\_  
Beth Melody, Village Clerk

**Date:** \_\_\_\_\_

# AGENDA ITEM

K-2 2-22-11

## ADDENDUM WARRANTS February 8, 2011 thru February 22, 2011

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Jan 24, 2010 to Feb 6, 2011	448,175.59
Water & Sewer	A C H	Charter One Bank	Payroll Jan 24, 2010 to Feb 6, 2011	25,221.46
General	A C H	Ill Funds	I P B C for January 2011	204,656.57
Water & Sewer	A C H	Ill Funds	I P B C for January 2011	<u>16,165.90</u>
				<u>694,219.52</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011

By: \_\_\_\_\_  
Frank Saverino Sr - Mayor

\_\_\_\_\_  
Beth Melody - Village Clerk

**AGENDA ITEM**  
L-4 2-22-11

**VILLAGE OF CAROL STREAM  
BALANCE SHEET**

**January 31, 2011**

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ. FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	3,483,294.82	12,793,986.42	6,071,814.40	22,349,095.64	2,177,021.38	20,172,074.26	22,349,095.64
WATER & SEWER	2,848,367.31	14,460,017.16	41,635,339.66	58,943,724.13	6,276,084.15	52,667,639.98	58,943,724.13
MOTOR FUEL TAX	7,230.81	1,746,296.01	88,366.93	1,841,893.75	28,269.06	1,813,624.69	1,841,893.75
GENERAL CORPORATE - CIP	0.00	17,610,381.92	27,591.81	17,637,973.73	29,602.49	17,608,371.24	17,637,973.73
GENEVA CROSSING - TIF*	1,387,466.45	0.00	59,188.67	1,446,655.12	0.00	1,446,655.12	1,446,655.12
<b>TOTAL</b>	<b>7,726,359.39</b>	<b>46,610,681.51</b>	<b>47,882,301.47</b>	<b>102,219,342.37</b>	<b>8,510,977.08</b>	<b>93,708,365.29</b>	<b>102,219,342.37</b>

\* Funds invested in Wells Fargo Bank money market fund.

**VILLAGE OF CAROL STREAM  
REVENUE / EXPENDITURE STATEMENT  
FOR 9 MONTHS ENDED JANUARY 31, 2011**

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV.- EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	21,265,621	1,713,655	15,120,651	21,265,621	1,679,769	14,819,582	33,886
WATER & SEWER O/M	10,605,150	526,644	5,475,590	9,903,949	620,130	4,977,136	(93,486)
MOTOR FUEL TAX	1,996,402	88,187	986,046	1,996,402	49,067	1,588,776	39,120
GENERAL CORPORATE - CIP	3,304,000	17,576	219,076	3,304,000	8,765	245,885	8,811
GENEVA CROSSING - TIF	540,817	25	415,645	369,660	0	369,660	25
<b>TOTAL</b>	<b>37,711,990</b>	<b>2,346,087</b>	<b>22,217,008</b>	<b>36,839,632</b>	<b>2,357,731</b>	<b>22,001,039</b>	<b>(11,644)</b>

**FISCAL BASIS**

EARNED/MONTH		EARNED/YEAR-TO-DATE	
FY 10	FY 11	FY 10	FY 11

SALES TAX	360,750	420,507	3,558,815	3,682,566
HOME RULE SALES TAX	137,893	231,780	1,359,243	1,630,254
UTILITY TAX - COM ED	167,981	165,348	1,315,591	1,398,908
UTILITY TAX - TELECOM.	141,530	139,352	1,295,593	1,241,983
USE TAX -NATURAL GAS	75,224	82,095	296,630	266,629
INCOME TAX	300,767	279,751	2,411,852	2,361,437 *

BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
FY 10	FY 11	FY 10	FY 11

WATER	309,730	312,468	3,006,388	3,266,337
SEWER	187,146	172,425	1,821,985	1,848,040

\* The State is presently 4 months in arrears on voucher income tax payments.