

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 7, 2011

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of October 17, 2011 Board Meeting.
2. Approve and Not Release the Executive Session Minutes of the October 17, 2011 Board Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Swearing In Ceremony: Daniel M. Hoffman as Deputy Police Chief.

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.

E. BOARD AND COMMISSION REPORTS:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. 2011 Asphalt Surface Treatment Project (Rejuvenator)-Final Payment and Acceptance. *Staff recommends final payment be made in the amount of \$4,179.73 to American Road Maintenance and acceptance of the 2011 Asphalt Surface Treatment Project.*
2. Award of Contract for the 2011 Fiberized Crackfill Project. *This item is recommending the award of contract at the bid unit price to SKC Construction, Inc. in the amount of \$134,450.00.*
3. Local Agency Agreement for Federal Participation -Fair Oaks Road LAPP Project. *This agreement establishes guidelines for the contract and funding of the project.*
4. SCADA System Upgrade – Rejection of Bids. *Recommendation to Reject All Bids and Authorize Staff to Proceed with Request for Proposal (RFP) Process.*
5. Presentation and Receipt of the Annual Comprehensive Financial Report for the Fiscal Year Ending April 30, 2011.

Village of Carol Stream

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H. ORDINANCES:

1. Ordinance No. _____, amending Chapter 6, Article 13, Chapter 6, Article 14, Section 6-14-1, and Chapter 7, Article 2, Section 7-2-8 of the Carol Stream Code of Ordinances and Approving the Waiver of Permit Fees and Security Requirements for Governmental Agencies. *Ordinance enabling the Village Manager to approve requests from governmental agencies for waivers of permit fee and security requirements administratively.*

I. RESOLUTIONS:

1. Resolution No. _____, to Record the Determination of the Corporate Authorities of the Village of Carol Stream of the Amounts of Money Estimated to be Necessary to be Raised by Taxation of Taxable Property for the Fiscal Year Beginning May 1, 2011 and Ending April 30, 2012. *This action is required by the Illinois Truth in Taxation Act (35 ILCS 200/18-60) and must be completed no sooner than 20 days prior to adoption of the final 2011 property tax levy. The Village Board is required to approve the tax levy request of the Library Board based on how the Library is organized under Illinois statutes. Final adoption of the tax levy is scheduled for the Village Board meeting of December 5, 2011.*
2. Resolution No. _____, Authorizing the Execution of a Contract By and Between the Village of Carol Stream and John Fiotti. *This is a 2-year contract for John Fiotti to be Administrative Adjudicator for Automated Traffic Law Enforcement (Red Light) and Administrative Tow Hearings.*
3. Resolution No. _____, Authorizing execution by the Mayor and Village Clerk of an Easement Agreement with Benjamin School District 25. *This agreement outlines responsibilities for construction of the water main on Benjamin School property.*
4. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream. *The Police Department is requesting that a seized vehicle is declared surplus property and have authorization to sell it on E-bay.*
5. Resolution No. _____, Authorizing Execution of an Intergovernmental Lease Agreement By and Between the Village of Carol Stream and The Carol Stream Park District. *This Lease Agreement allows the Park District to rent the Historic Farmhouse (301 W. Lies Road) to be used as administrative offices until the new recreation center is completed at Town Center.*

Village of Carol Stream

BOARD MEETING

AGENDA

NOVEMBER 7, 2011

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

J. NEW BUSINESS:

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrants:

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

1. Pending Litigation.

N. ADJOURNMENT:

LAST ORDINANCE: 2011-10-35

LAST RESOLUTION: 2555

NEXT ORDINANCE: 2011-10-36

NEXT RESOLUTION: 2556

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

October 17, 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, Sr. and Trustees Mary Frusolone, Tony Manzzullo, Greg Schwarze, Matt McCarthy and Pam Fenner
Absent: Trustee Don Weiss
Also Present: Village Manager Joe Breinig, Village Attorney, Jim Rhodes, Assistant Village Attorney Jason Guisinger and Village Clerk Beth Melody

MINUTES:

Trustee McCarthy moved and Trustee Fenner made the second to approve the Regular Board Meeting Minutes of October 3, 2011. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
Nays : 0
Absent: 1 Trustee Weiss

Trustee Fenner moved and Trustee Frusolone made the second to approve but not release the Executive Session Meeting Minutes of the October 3, 2011 Board Meeting. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
Nays : 0
Absent: 1 Trustee Weiss

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Resolution No. 2554, Honoring Jerry J. O'Brien upon His Retirement from the Village of Carol Stream Police Department: Resolution No. 2554, Honoring Jerry J. O'Brien upon his retirement from the Village of Carol Stream Police Department was read by Mayor Saverino. Trustee McCarthy moved and Trustee Schwarze made the second to approve Resolution No. 2554. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
Nays : 0
Absent: 1 Trustee Weiss

Resolution No. 2555, Honoring Stephen LaPorte upon His Retirement from the Village of Carol Stream Police Department: Resolution No. 2555, Honoring Stephen LaPorte upon his retirement from the Village of Carol Stream Police Department was read by Mayor Saverino. Trustee Fenner moved and Trustee Frusolone made the second to approve Resolution No. 2555. The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
 Nays : 0
 Absent: 1 Trustee Weiss

CONSENT AGENDA:

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

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
 Nays : 0
 Absent: 1 Trustee Weiss

Trustee Manzzullo moved and Trustee McCarthy made the second to place the following items on the Consent Agenda established for this meeting.

The results of the roll call vote were as follows:

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
 Nays : 0
 Absent: 1 Trustee Weiss

1. Police Pension Fund Board Appointment
2. Payment of Regular & Addendum Warrant of Bills
3. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended September 30, 2011

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

Ayes: 5 Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
 Nays : 0
 Absent: 1 Trustee Weiss

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

Police Pension Fund Board Appointment:

The Village Board concurred with the recommendation by Mayor Saverino to appoint Anthony Marzano to the Police Pension Fund Board for a two-year term expiring April 30, 2013.

Regular Bills and Addendum Warrant of Bills:

The Village Board approved the payment of the Regular Bills dated October 17, 2011 in the amount of \$1,157,866.25.

The Village Board approved the payment of the Addendum Warrant of Bills from October 4, 2011 – October 17, 2011 in the amount of \$707,180.99.

Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended September 30, 2011:

The Village Board received the Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month Ended September 30, 2011.

Report of Officers:

Trustees Frusolone congratulated Jerry O'Brien and Steve LaPorte on their retirements. She also thanked the Fire District for hosting their open house over the weekend and Firefighter/Trustee Schwarze for his puppet show presentation and other educational programs. The Park District also had ribbon cutting ceremonies this past weekend for the bike path leading from Volunteer Park to Red Hawk Park under North Avenue and for the new dog park.

Trustee Manzullo thanked Jerry O'Brien and Steve LaPorte for their many years of community service and wished them well in their retirements. He reminded residents to be careful next Monday for Halloween trick-or-treaters and reminded everyone to pray for our troops and their families.

Trustee Fenner extended her congratulations to Jerry O'Brien and Steve LaPorte for their many years of community service and wished them well in their retirements. She welcomed new Police Pension Fund Board member Tony Marzano.

Trustee McCarthy thanked Jerry O'Brien and Steve LaPorte for their many years of service and wished them well in their retirements. He stated the Youth Council will be out soliciting funds for their stocking stuffer program for Christmas Sharing.

Trustee Schwarze also thanked Jerry O'Brien and Steve LaPorte for their many years of service and wished them well in their retirements. He stated that the Carol Stream Cool Cities Coalition and the Heritage Presbyterian Church will be sponsoring a free program on November 12 at 10:00 a.m. at the church at 965 Kuhn Rd. The program on how to save money on your electricity bill will be presented by the Citizen's Utility Board. He closed by reminding everyone to shop in Carol Stream.

Clerk Melody congratulated Jerry O'Brien and Steve LaPorte on their retirements and stated they have been a great asset to the Village.

Manager Breinig wished the best to Steve and Jerry in their retirements on behalf of staff. Following up on Trustee Manzullo's comments, the Halloween hours are from 3:00 p.m. to 7:00 p.m. on Monday. Fall leaf stickers are on sale now for 90¢ for a six weeks collection period which is a savings of \$1.10/bag. The audit has been completed

and will be presented to the Village Board shortly and the electronic version will be posted on the Village website.

Mayor Saverino asked Trustee McCarthy to look into the Youth Council judging holiday decorations for Halloween and Christmas next year and feels this is another attraction to get people to visit Carol Stream. In particular, he noted very nice Halloween decorations on Canyon Trail and Idaho. He also thanked Jerry O'Brien and Steve LaPorte for their many years of service and wished them well in their retirements.

At 8:30 p.m. Trustee Schwarze moved and Trustee McCarthy made the second to adjourn the meeting to Executive Session to discuss Collective Negotiating Matters. No action will be taken by the Village Board at the conclusion of Executive Session. The results of the roll call vote were as follows:


Ayes:	5	Trustees Frusolone, Manzzullo, Schwarze, McCarthy & Fenner
Nays :	0	
Absent:	1	Trustee Weiss

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr. Mayor

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: October 31, 2011
RE: 2011 Asphalt Surface Treatment Project (Rejuvenator) – Final Payment and Acceptance

In April of 2011 the Village Board awarded the referenced project to American Road Maintenance (formerly Midwest Tar Sealer) in the amount of \$209,000.00.

The final contract was \$208,986.70, which was \$13.30 under the contract amount of \$209,000. A total of 219,986 square yards of pavement was treated, and another 60,082 square yards was treated with the restorative sealer product for older pavements.


Staff therefore recommends approval of final payment to American Road Maintenance in the amount of \$4,179.73 and acceptance of the 2011 Asphalt Surface Treatment Project.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

AGENDA ITEM

G-2 11-7-11

Village Of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer 
DATE: October 31, 2011
RE: **Award of Contract - 2011 Crackfilling Contract**

On September 15th at 11:00 a.m. Engineering Staff opened bids for the referenced project. The following bids were read aloud:

Scodeller Construction, Inc., Wixom, MI	\$ 140,950.00
SKC Construction, Inc., West Dundee, IL	\$ 134,450.00
Engineer's Estimate	\$ 142,650.00

Shortly after bids were opened we received notice that the bid had been protested and the contract could not be awarded. On October 20th we received a letter that IDOT had denied the protest and the contract can be awarded. Since we have lost nearly two months, our ability to finish this contract will be highly dependent on the weather. If we are not able to complete the work, we will finish in the spring of 2012.

The low bid was under the budget and the Engineer's Estimate of \$142,650.00 by \$8,200 (5.7%) and \$6,500 (4.6%) under the next lowest bidder. This may indicate that future price increases may have stabilized. Engineering staff will modify our budget estimates to reflect this development.

Staff recommends award of the contract to SKC Construction, Inc. at the bid unit prices submitted.

Attachments (Bid Tabs)

cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director
Phil Modaff, Director of Public Works

**Bid Tabulation
2011 Crackfilling
Bid Opened
9/15/11**

Item #	ITEM	UNIT	QTY	Village of Carol Stream Engineering Dept.		SKC Construction, Inc. Des Plaines, IL		Scodeller Const. Inc. S. Lyon, MI 48178	
				UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1	Fiber - Asphalt	LB	85,000	\$1.65	\$140,250.00	\$1.57	\$133,450.00	\$1.63	\$138,550.00
2	Fine Aggregate (FA-6)	TON	20	\$20.00	\$400.00	\$25.00	\$500.00	\$20.00	\$400.00
3	Traffic Control and Protection	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00
	Total Estimate Maintenance Cost				\$142,650.00		\$134,450.00		\$140,950.00



Illinois Department of Transportation

Office of Chief Counsel
2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 19, 2011

SKC Construction, Inc.
Attn: Jeff Bergquist
P.O. Box 503
West Dunee, Illinois

Re: Responsible Bidder Protest, 9.15.11 Village of Carol Stream

Dear Mr. Bergquist:

Enclosed with this letter please find a Notice of Protest against your company. Also enclosed please find a copy of the protest sent by the protesting entity. Be advised the requirements listed have changed from previous Notices. Please read carefully, as failure to supply the requested documents will result in the protest against your company being sustained.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tim Morris'.

Tim Morris
Assistant Chief Counsel
Illinois Department of Transportation

Enclosures



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

DATE: 9.19.11

RB PROTEST NO. 201109-01

Contract or Bid Item No. 11-01000-00-GM

Letting Agency: Village of Carol Stream

Date of Letting:

9.15.11

Contractor: SKC Construction, Inc.

The Department has received a protest concerning your compliance with the apprenticeship and training requirements of the Illinois Procurement Code (30 ILCS 500/30-22). This section states in part:

The bidder and all bidders' subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

The protest is in regard to whether you meet the requirements of the above section of the Illinois Procurement Code.

The craft(s) protested is: Laborer.

In order for the Department to make a determination of this protest, you must:

- 1) Supply the name of the employee participating in the applicable apprenticeship/training program, or your employee who has successfully completed such program. For each named employee, supply the U.S. Department of Labor Program Registration and Apprenticeship Agreement form. If your employee(s) has successfully completed the apprenticeship training program, supply the certificate of completion.
- 2) If you do not intend to use the craft protested, you are to affirmatively state so in your written response to the Department.
- 3) Location of the program
- 4) Provide a copy of the most recent USDOL registration certificate.
- 5) Provide a letter of participation from the program sponsor that is within the last year.
- 6) If subcontractors are being used, the same information must be provided in order to determine the subcontractor's compliance.
- 7) Failure to submit this documentation will deem you to be non-responsive, and the protest will be sustained.

If you have any questions, you may contact me in the Office of Chief Counsel, at (217) 782-3215. Additionally, you may fax me documentation at 217-524-0823 or email me documentation at timothy.morris@illinois.gov. Please be advised that procurement communications reporting requirements may apply and will be sent to the Procurement Policy Board in accordance with Public Act 96-0920. Finally, failure to respond to this Notice of Protest within fourteen (14) days of receipt will deem you non-responsive to the protest, and thus, the protest against you will be sustained.

Thank you in advance.

Very truly yours,

Tim Morris

Office of Chief Counsel

cc: [Jim Layden

Ellen J. Schanzle-Haskins

Christine M. Reed

Bill Grunloh]



**Laborers' District Council
Labor-Management Cooperation Committee
(Chicago and Vicinity - LDCLMCC)**



Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois.

999 McClintock Drive, Suite 301 • Burr Ridge, IL 60527
Phone: 630-655-9525 • Fax: 630-655-9263 • www.ldclmcc.org

Mrs. Ellen Schanzel-Haskins
Chief Legal Counsel
Illinois Department of Transportation
2300 South Dirksen Parkway
Springfield, IL 62764

September 19, 2011

**Re: Bid Protest: Failure to Meet Minimum Bid Qualifications
Contractor: SKC Construction Inc
Contract/Bid No.: 11-01000-00-GM Village of Carol Stream bidding of 9-15-2011**

Dear Chief Counsel Schanzle-Haskins:

The provisions of Public Act 93-0642 became law on June 1, 2004. This law, commonly known as the Responsible Bidder provision, amends the Illinois Procurement Code by adding Section 30-22. Paragraph 6 of the aforementioned section states the following:

"The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training."

Pursuant to the provisions of the above mentioned Act, I am writing to formally protest the award eligibility of the following contractor that is the apparent low bidder on a project in the Village of Carol Stream bidding of 9-15-2011 Local Roads Bid Letting

Contractor
SKC Construction Inc

Section No.
11-01000-00-GM

The above contractor(s) must certify that they are a participant, either as an individual or part of a group, in the approved Apprenticeship and Training Programs applicable to each type of work or craft the bidder will perform with its own forces. In addition, a contractor cannot assign

MICHAEL D. KLEINIK
Executive Director

JAMES P. CONNOLLY
LMCC Chairman, Laborers' District Council

CHARLES V. LOVERDE III
Laborers' District Council

JOSEPH COCONATO
Laborers' District Council

DAN BREJC
Laborers' Local 149

ANTONIO CASTRO
Laborers' Local 1

SCOTT PAVLIS
Laborers' Local 75

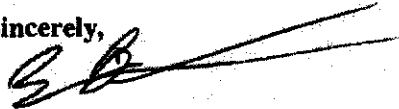
Laborers' work to another craft for the purpose of satisfying the Responsible Bidder requirement for the classification of Laborer. The above listed contractor(s) do not participate in a U.S. Department of Labor, Bureau of Apprenticeship and Training approved program for the classification of Laborer which is necessary to perform work on the aforementioned bid items.

Therefore I respectfully request that this contractor be deemed ineligible to be awarded their corresponding bid items-as well as any future projects subject to the Responsible Bidder requirements of the Illinois Procurement Code-until they are compliant will all provisions outlined within Section 30-22, including participation in applicable apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

For further inquires into legitimacy of the protested contractors' claim of participation in a U.S. Department of Labor, Bureau of Apprenticeship and Training approved program for the classification of Laborer, please contact USDOL/ETA/OATELS-BAT Illinois Apprenticeship and Training Specialist David Wyatt at (312) 596-5508.

Please inform me of your actions in a timely manner.

Sincerely,



Ed Barry
999 McClintock Dr.
Burr Ridge IL 60527
630-655-9525
Research Analyst
LDC-LMCC

CC: Village of Carol Stream
500 North Gary Avenue
Carol Stream, Illinois 60188



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 27, 2011

Mr. Ed Barry
Research Analyst
Laborers' District Council Labor-Management Cooperation Committee
999 McClintock Drive, Suite 301
Burr Ridge, Illinois 60527

Re: SKC Construction, Inc., Village of Carol Stream Local Letting of
September 15, 2011, Section No. 11-01000-00-GM.

Dear Mr. Barry:

SKC Construction, Inc. (SKC) was the apparent low bidder for the Letting Item referenced above for the Village of Carol Stream local letting of September 15, 2011.

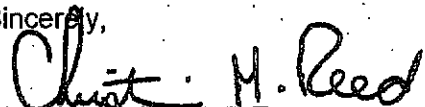
The Office of Chief Counsel has considered your protest letter of September 19, 2011 wherein you indicated SKC is not in compliance with the responsible bidder provision of Illinois Procurement Code. More specifically, you indicated that SKC does not participate in a U.S. Department of Labor, Bureau of Apprenticeship and Training approved program for the classification of Laborer.

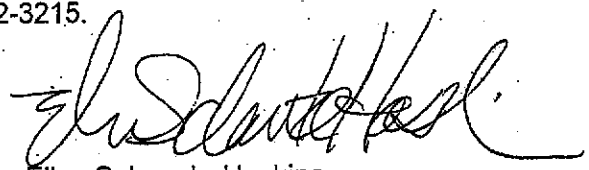
SKC has indicated for the Letting Item from the Village of Carol Stream's letting that it participates in a compliant apprenticeship program. SKC has supplied documentation to show it is a member in good standing with Associated Builders and Contractors, Inc., Illinois Chapter, for the trade of Heavy Equipment Operator, and that one apprentice from SKC is enrolled in that program.

Therefore, because the contractor is compliant with the apprenticeship and training requirement, the Department is denying your protest.

Should you have any further questions or comments, do not hesitate to contact the Office of Chief Counsel at (217) 782-3215.

Sincerely,


Christine M. Reed, P.E.
Director of Highways
Chief Engineer


Ellen Schanzle-Haskins
Chief Counsel

cc: Bill Grunloh
Jim Layden


SKC Construction, Inc.
Christopher Holt

AGENDA ITEM

G-3 11-7-2011

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: November 1, 2011

RE: Local Agency Agreement for Federal Participation –
Fair Oaks Road LAPP Project

An agreement needs to be executed between the Village and the Illinois Department of Transportation, acting in accordance with the Federal Highway Administration's policies and procedures. This agreement establishes guidelines for the contract and funding of the project.

The current cost estimate for construction is \$1,007,919, of which 70% (\$705,543.30) is from FHWA funding and 30% (\$302,375.70) is from local funding. Of the 30% local funding, 14.1% (\$142,116.58) is from the Wayne Township Road District (WTRD) and 15.9% (\$160,259.12) is from Village of Carol Stream funds. Actual costs will be used in the final division of cost for billing and reimbursement based on the defined 70/14.1/15.9 split.

By execution of the Agreement, the Village is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the Village's total cost. IDOT will bid, award, and pay contractor invoices. Upon completion of all documentation, IDOT will invoice the Village our proportionate share and we will invoice the WTRD. IDOT's invoice could be sent one or two years after completion of the project.

Engineering staff therefore recommends the agreement be signed by the Mayor and returned to IDOT for final processing. If you have any questions, please call.

Cc: James T. Knudsen, Director of Engineering Services
Jon Batek, Finance Director



Illinois Department of Transportation

Local Agency Agreement for Federal Participation

Local Agency Village of Carol Stream	State Contract X	Day Labor	Local Contract	RR Force Account
Section 11-00057-00-RS	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-573-11	M-9003(830)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Fair Oaks Road Route FAU 2542 Length 1.5 miles
 Termini North Avenue to Army Trail Road

Current Jurisdiction LA Existing Structure No N/A

Project Description

The work consists of roadway milling, patching, shoulder replacement, resurfacing, minor drainage improvements, pavement markings and landscape restoration.

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	705,543	(*)	()	()	302,376	(BAL)	1,007,919
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	()	()	()
Construction Engineering	()	()	()	()	()	()	()
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
Materials	()	()	()	()	()	()	()
TOTAL	\$ 705,543		\$		\$ 302,376		\$ 1,007,919

* Maximum FHWA (STU) participation 70% not to exceed \$705,543.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE**, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The **LA** is responsible for the payment of the railroad related expenses in accordance with the **LA**/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the **LA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the **LA**'s certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The **LA** shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the **LA** may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The **LA** will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the **LA** will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the **LA** receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA**'s that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the **LA**'s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the **LA**, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA**'s certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
 - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE**'s USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Frank Saverino

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village
President)

(Signature)

Date

The above signature certifies the agency's TIN number is
36-2510906 conducting business as a Governmental
Entity.

DUNS Number 051080190

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation

Date

By: _____

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer

Date

Ellen J. Schanzle-Haskins, Chief Counsel

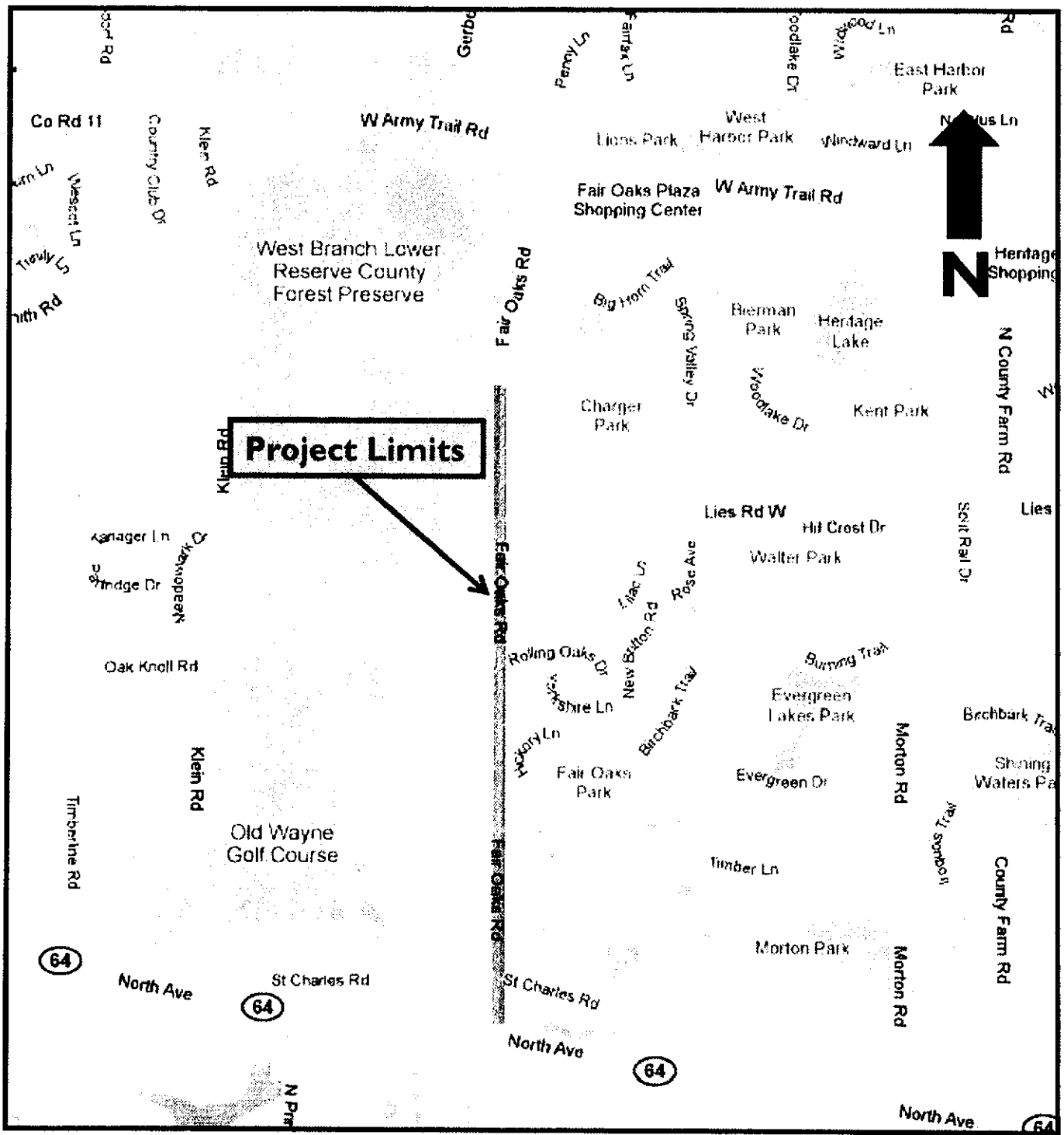
Date

Matthew R. Hughes, Acting Director of Finance and Administration

Date

PROJECT LOCATION MAP

Fair Oaks Road
LAPP Improvements
Carol Stream



Village of Carol Stream Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Philip J. Modaff, Director of Public Works

DATE: November 4, 2011

RE: Agenda Item – Recommendation to Reject All Bids and Authorize Staff to Proceed with request for Proposal (RFP) Process – SCADA System Upgrade

The current budget provides \$185,000 for replacement of the existing Supervisory Control and Data Acquisition (SCADA) system that provides for remote communication to and from water and sewer system facilities (such as water storage, booster stations and water and sewer lift stations). Over the past several months staff worked with an engineering consultant to prepare bid specifications for final design and installation of a new radio-based system.

Bids from four firms were opened on October 24. Bids ranged from a low of \$206,000 to a high of \$299,000. Staff had also solicited several system options which could be included should bid pricing allow. The bid tabulation has been completed, including a qualitative analysis of the bid packets submitted. Several factors have led to the recommendation to reject all bids and take a different approach:

- The lowest bid is over budget by approximately fifteen percent (15%)
- More than one bidder expressed concern about the bid packet:
 - The formal and rigid nature of a sealed bid process discouraged bidders from offering the full benefit of their design experience
 - Solicitation of unit prices for each system component (rather than a lump sum) limited bidders ability to apply cost-savings through creative design and installation methods
 - The broad description of several alternative items left too much room for interpretation. One bidder declined to submit a bid for several of the alternative items.

The SCADA system project is intended to provide a more reliable, more effective cost-saving tool that insures the safe and efficient operation of the water and sewer mechanical components. In order to make sure that the final product meets those goals (within budget), staff recommends that the Village Board approve a motion as follows:

- **Reject all bids for the SCADA System Upgrade Project**
- **Waive the competitive bid process and authorize staff to undertake a process of soliciting SCADA system design and installation proposals through the use of a Request for Proposal (RFP) process.**¹ The computer-based, interactive communication focus of the SCADA technology lends itself to a variety of possible designs and solutions. The RFP process can foster a greater degree of design creativity by the vendor based upon the Village's defined project goals and some basic design parameters. Our analysis of the bid results suggests that the Village will be better served by the less formal RFP process, allowing for negotiation between the Village and potential vendors. As demonstrated during the selection of a contract operator for the WRC earlier this year, the RFP process is able to deliver open, healthy competition while allowing for negotiation over final design and contract terms.

Once proposals have been submitted and a qualified vendor has been selected, staff would return to the Village Board with a recommendation for award of a contract.

¹ This is the same process the Village Board authorized for the selection of a contract operator for the WRC

Item G-5

Presentation and Receipt of the Annual Comprehensive Financial Report for the Fiscal Year Ending April 30, 2011.

To view, visit carolstream.org/government/village_finance

AGENDA ITEM

ORDINANCE NO. _____ H-1 11-7-2011

AN ORDINANCE AMENDING CHAPTER 6, ARTICLE 13, CHAPTER 6, ARTICLE 14, SECTION 6-14-1, AND CHAPTER 7, ARTICLE 2, SECTION 7-2-8 OF THE CAROL STREAM CODE OF ORDINANCES, APPROVING THE WAIVER OF PERMIT FEES AND SECURITY REQUIREMENTS FOR GOVERNMENTAL AGENCIES

WHEREAS, Chapter 6, Article 13 of the Carol Stream Code of Ordinances, *Fees and Securities for Construction and New Development*, establishes the building, zoning and engineering permit fees for construction, alteration, demolition and other building operations in the Village of Carol Stream, Illinois; and

WHEREAS, the Mayor and Board of Trustees have heretofore adopted Chapter 6, Article 14 of the Carol Stream Code of Ordinances entitled the *Countywide Stormwater and Floodplain Code*; and

WHEREAS, the purpose of Chapter 6, Article 14 is to ensure that the provisions of the existing ordinances of the Village are at least as stringent as the DuPage County Stormwater Management Plan and Ordinance; and

WHEREAS, the Mayor and Board of Trustees desire to ensure that, where Village ordinances are more stringent than the Countywide Stormwater and Flood Plain Code, the more stringent provisions shall apply; and

WHEREAS, the provisions of Section 7-2-8 of the Carol Stream Code of Ordinance, *Security For Subdivision Improvements*, require the providing of security for the installation of improvements in connection with any development or improvement of any tract of land, in order to ensure completion of said improvements; and

WHEREAS, from time to time, units of local government, public taxing bodies and extensions thereof, hereinafter referred to as "governmental agencies," are required to install and construct improvements in connection with the development or improvement of a property or tract of land; and

WHEREAS, the corporate authorities of the Village have waived permit fees for governmental agencies upon request, with the exception of fees that cover actual costs incurred and paid by the Village; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village not to require governmental agencies to expend public funds in providing permit fees and security for the installation of improvements for governmental purposes; and

WHEREAS, the Mayor and Board of Trustees find that the waiver of permit fees and security requirements for governmental agencies will be beneficial to taxpayers; and

WHEREAS, it is the desire of the Village that the development of property or tracts of land by governmental agencies proceed as efficiently and conveniently as possible, subject to the Village's ordinances, codes and regulations, now or hereafter in force and effect; and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to waive the permit fee requirements of Chapter 6, Article 13, with the exception of fees that cover actual costs incurred and paid by the Village, with respect to improvements made by a governmental agency for a governmental purpose in accordance with the provisions set forth herein, and

WHEREAS, the Mayor and Board of Trustees find it to be in the best interests of the Village to authorize the Village Manager to waive the security requirements of Section 7-2-8 with respect to improvements made by a governmental agency for a governmental purpose in accordance with the provisions set forth herein.

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

SECTION 1:

Chapter 6, Article 13 of the Carol Stream Code of Ordinances is hereby amended by adding Section 6-13-18, which shall read as follows:

§6-13-18 WAIVER OF PERMIT FEES FOR GOVERNMENTAL AGENCIES

Building, zoning and engineering permit fees as set forth in this Article of the Carol Stream Code of Ordinances for construction, alteration, demolition and other building operations in the Village of Carol Stream shall be waived for governmental agencies, with the exception of actual costs incurred and paid by the Village, provided that the construction, alteration, demolition and other building operations are for a governmental purpose. The term "governmental agency" shall refer to a unit of local government, public taxing body or extension thereof.

SECTION 2:

Chapter 6, Article 14, Section 6-14-1, Subsection (A) of the Carol Stream Code of Ordinances is hereby amended, and as amended shall read as follows:

(A) In order to ensure that the provisions of the existing ordinances of the village and those which may be adopted in the future are at least as stringent as the DuPage County Stormwater Management Plan and the County Ordinance, the Village Board hereby adopts those provisions of the County Ordinance, attached to Ordinance 92-01-03 as Appendix A and as subsequently amended by Ordinances 92-03-26, 94-08-63, 96-05-32, 98-02-05, 99-07-42, 2006-06-28 and 2008-06-26. These provisions are not adopted by reference, but rather are adopted as a specific and integral part of this section. The provisions adopted by this section shall be in full force and effect and shall supersede any other ordinances of the village with which they are less stringent than the terms of this Article. Where another ordinance of the village is more stringent than the terms of this Article, the more stringent provision shall apply.

SECTION 3:

Chapter 7, Article 2, Section 7-2-8 of the Carol Stream Code of Ordinances is amended by adding subsection (F), which subsection shall read as follows:

(F) The Village Manager is authorized to waive the surety requirements of this Section for the installation of any improvements by a governmental agency, provided that the installation of the improvements is for a governmental purpose. For the purpose of this Section, the term "governmental agency" shall refer to a unit of local government, public taxing body or extension thereof. The Village Manager may require the governmental agency to execute an agreement binding the governmental agency to construct and install the improvements in full accordance with the Carol Stream Code of Ordinances and all applicable laws, ordinances, rules and regulations and to correct any deficiencies in such improvements, as determined by the Village.

SECTION 4:

This Ordinance approving the waiver of permit fees and security requirements for governmental agencies and amending Chapter 6, Article 13, Chapter 6, Article 14 Section 6-14-1 and Chapter 7, Article 2, Section 7-2-8 of the Carol Stream Code of Ordinances shall be reprinted in loose leaf volume that bears that title.

SECTION 5:

This Ordinance shall be in full force and effect from and after passage, approval and publication in pamphlet form, as provided by law.

PASSED AND APPROVED THIS _____ DAY OF _____, 201__.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Robert J. Glees, Community Development Director *RJG*
William N. Cleveland, Assistant Village Engineer *WC*

DATE: November 4, 2011

RE: **Agenda Item for the Village Board Meeting of November 7, 2011
Ordinance Amending the Carol Stream Code of Ordinances to
Waive Permit Fees and Security Requirements For Governmental
Agencies**

PURPOSE

The purpose of this memorandum is to request that the Village Board approve that attached ordinance, which would waive permit fees and security requirements for work done by governmental agencies, with the exception of actual costs incurred and paid by the Village, provided that the work is for a governmental purpose.

DISCUSSION

Each year, the Community Development Department receives requests from units of local government and other public taxing bodies or extensions thereof for the waiver of building permit fees associated with public improvement projects. Under the Village's current Municipal Code, such requests must be approved by the Village Board. As the Village Board has always considered it to be in the best interests of the Village and its taxpayers not to require such governmental agencies to expend public funds on permit fees, the Village Board has always granted such waiver requests, with the exception of fees that cover actual costs incurred and paid by the Village. Agencies which have received approval for fee waivers in recent years include the Carol Stream Park District, the Public Library, the Fire Protection District, DuPage County and the Western DuPage Special Recreation Association. We would note that the Village has not waived fees for not-for-profit agencies or religious institutions.

Similar to the waiver of permit fees, the Village Board has, upon request, waived security requirements related to public utility and stormwater improvements constructed by public taxing bodies. This was done for Glenbard North for the

recent football field turf project, for the College of DuPage and the Carol Stream Fire Protection District for their new facilities projects, and for several Park District projects. For these projects, a "letter of commitment" was provided by the government agency stating that the project would be constructed in accordance with the approved plans and requesting that the Village waive the financial security requirement.

The waiver of required permit fees and financial security reduces the costs incurred by the taxing body and allows the project to be completed more economically for the taxpayer. With respect to the waiver of the security requirement for a governmental agency, staff would note that there is little chance of the project being unfinished due to bankruptcy or default, as may be the case with a private developer. Although the waiver of the requirement to post a financial security is common practice for DuPage County and other communities in DuPage County, such waiver is not permitted by the current Carol Stream Municipal Code.

In order to simplify the process of waiving permit fees and security requirements for governmental agencies, staff has worked with the Village Attorney to prepare the attached ordinance amending the Carol Stream Code of Ordinances.

RECOMMENDATION

Staff recommends the Village Board approve the attached ordinance, which would:

- a. Waive permit fees for governmental agencies, with the exception of actual costs incurred and paid by the Village, provided that the project is for a governmental purpose.
- b. Waive the surety requirements for governmental agencies, provided that the project is for a governmental purpose. As part of this waiver, the Village Manager may also require the unit of local government to execute an agreement binding the governmental agency to construct and install the improvements in full accordance with the Carol Stream Code of Ordinances and all applicable laws, ordinances, rules and regulations, and to correct any deficiencies in such improvements, as determined by the Village.

RJG:WNC:bg

u:\misc village board correspondence\waiver of permit fees.doc

Resolution No. _____

**A Resolution to Record the Determination of the
Corporate Authorities of the Village of Carol Stream
of the Amounts of Money Estimated to be Necessary to be
Raised by Taxation on Taxable Property for the Fiscal Year
Beginning May 1, 2011, and Ending April 30, 2012**

Whereas, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

Whereas, the Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2011, and ending April 30, 2012, is Zero Dollars (\$0); and

Whereas, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #248 on March 16, 2011, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2011, and ending April 30, 2012, is Three Million Four Hundred Thirty One Thousand Five Hundred Dollars (\$3,431,500) for general corporate, audit, retirement (IMRF and Social Security), and tort immunity insurance purposes;

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: The estimate of the amount of money necessary to be raised by taxation for the year 2011 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as

determined by the Carol Stream Library Board of Trustees, is Three Million Four Hundred Thirty One Thousand Five Hundred Dollars (\$3,431,500).

Section 2: The amount of property tax extended upon the 2010 property tax levy ordinance including abatements, exclusive of election and debt service costs, was Three Million Four Hundred Sixty Eight Thousand Six Hundred Ninety Dollars (\$3,468,690); and the amount estimated to be levied upon the 2011 property tax levy ordinance to be hereafter adopted (\$3,431,500) is 98.9% of the amount of property taxes extended upon the 2010 tax levy ordinance.

Section 3: The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2011.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this
7th day of November, 2011.

Pamela J. Fenner, Mayor Pro-Tem

Attest:


Village Clerk

Village of Carol Stream

Interdepartmental Memorandum

DATE: October 24, 2011

TO: Joe Breinig, Village Manager

FROM: Jon Batek, Finance Director 

COPY: Ann Kennedy, Director, Carol Stream Public Library

SUBJECT: 2011 Property Tax Levy - Schedule of Events

It is time to begin considering the action steps needed to complete and adopt the 2011 property tax levy. The final adopted tax levy ordinance must be filed with the DuPage County Clerk's office no later than the last Tuesday in December (December 27, 2011).

As you are aware, the Village Board must adopt the annual property tax levy of the Carol Stream Public Library based on how the library is established under Illinois law. The Library has prepared and considered their request for tax levy through the adoption of Resolution # 248 on March 16, 2011 (**Exhibit A**).

The "2011 levy", which applies to the calendar year 2011 (for property owners) and the Library's fiscal year 2012 (for budgetary purposes), will be extended on property tax bills issued on or about May 1, 2012 and will be collected in next fiscal year 2013 (June and September 2012).

The combined Village/Library levy for 2011 is summarized in the attached **Exhibit B**. The aggregate amount of the Library levy request is the same amount as the adopted 2010 levy (no increase).

Note that the 2011 levy is compared to the 2010 taxes extended. The tax extension is the amount extended by the County Clerk on the 2010 tax bills and includes an addition of 1% of the requested levy amount to account for "loss and cost" (i.e. uncollectible taxes and the cost of collection). We are required by the "Truth in Taxation Act" to compare the annual levy request to the prior year's extended taxes for purposes of compliance with the Act. This is why a net decrease of 1.1% is shown on Exhibit B. Thus, once the 2011 levy is extended by the County, the 2011 extended taxes will essentially be identical to the 2010 taxes extended, resulting in no additional levy dollars available to the Library next year based on their request.

Village Board and Staff Action Steps

Step 1: Estimate of Tax Levy (Monday November 7, 2011)

The Illinois "Truth in Taxation Act" (35 ILCS 200/18-60) requires the following:

Sec. 18-60. Estimate of taxes to be levied. Not less than 20 days prior to the adoption of its aggregate levy, hereafter referred to as "levy", the corporate authority of each taxing district shall determine the amounts of money, exclusive of any portion of that levy attributable to the cost of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for that year upon the taxable property in its district. (Source: P.A. 82-102; 88-455.)

The attached Village Board Resolution (**Exhibit C**) has been prepared to satisfy the requirement stipulated in the Truth in Taxation Act. This Resolution will be placed on the Village Board Agenda for the meeting of Monday, November 7, 2011.

Step 2: Determination of Need for Truth in Taxation Hearing

The Truth in Taxation Act requires notification and public hearing on the proposed tax levy if the amount estimated in Step 1 above is greater than 105% of the prior year taxes extended. These requirements are stipulated in 35 ILCS 200/18-70 as follows:

Sec. 18-70. More than 5% increase; notice and hearing required. If the estimate of the corporate authority made as provided in Section 18-60 is more than 105% of the amount extended or estimated to be extended, plus any amount abated by the corporate authority prior to extension, upon the final aggregate levy of the preceding year, exclusive of election costs, the corporate authority shall give public notice of and hold a public hearing on its intent to adopt an aggregate levy in an amount which is more than 105% of the amount extended or estimated to be extended upon the final aggregate levy extensions, plus any amount abated, exclusive of election costs, for the preceding year. The hearing shall not coincide with the hearing on the proposed budget of the taxing district. (Source: P.A. 86-957; 88-455.)

Based on the calculations identified in Exhibit B, the proposed 2011 tax levy represents a decrease of 1.1% from taxes extended in 2010, therefore newspaper notice and public hearing are **not required** under this Act with respect to the 2011 proposed tax levy. This determination is further supported by calculations prepared by the County Clerk's office as identified in **Exhibit D**.

Step 3: Adoption of Tax Levy Ordinance (Monday, December 5, 2011)

After the required minimum 20 day period from the estimate of levy, the Village Board is able to approve the final tax levy ordinance. This is anticipated for the Board meeting of December 5, 2011. The form of the proposed tax levy ordinance is attached as **Exhibit E**.

Pursuant to prior Village Board direction, Section 7 of the draft ordinance includes language which requests the County Clerk to apply the provisions of the Property Tax Extension Limitation Law (PTELL) or "tax caps" when determining the final extension of the levy. This limits the extension of the levy to only what would be allowed in a non-home rule community.

Generally, PTELL limits the growth in the levy to the greater of the growth in the Consumer Price Index (CPI) or 5% on the prior year's extension, whichever is lower. For the 2011 levy, the CPI figure is 1.5%. With the Library 2011 levy request at a decrease of 1.1% of 2010 taxes extended, the discussion of PTELL and any notion that the requested levy would exceed the tax caps is essentially moot.

BOARD OF LIBRARY TRUSTEES of the
VILLAGE OF CAROL STREAM, ILLINOIS
RESOLUTION # 248

Exhibit A

RE: FY2012 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

WHEREAS, the Board of Library Trustees passed its Fiscal 2012 yearend budget, attached hereto and marked Exhibit A, on March 16, 2011, which budget sets forth the budgetary requirements of the Board of Library Trustees of the Village of Carol Stream; and

WHEREAS, the aforesaid budget details total anticipated expenditures in the amount of \$3,723,426 for the fiscal year ended April 30, 2013; and

WHEREAS, funds derived as income from sources other than tax receipts are anticipated to total \$142,528 for the fiscal year ended April 30, 2013; and

WHEREAS, a total amount of \$3,431,500 is needed from tax receipts in addition to the amount received from other sources to satisfy the anticipated financial needs of the Library for the fiscal year ended April 30, 2013.

RESOLVED that:

Section 1: The President and Board of Trustees of the Village of Carol Stream, Illinois are hereby requested to include in their budget ordinance for the fiscal year commencing on the first day of May 2011 and ending on the thirtieth day of April 2012 the following:

- A. Taxes to be levied to maintain the Public Library pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 3-4 shall be: \$ 3,147,900 or as much thereof as may be authorized by law, but in no event shall such tax levy for maintenance and operation of the Carol Stream Public Library exceed 0.60 percent of the value of all such taxable property as equalized or assessed by the Department of Revenue pursuant to the anticipated expenditures and financial requirements detailed in Exhibit A.
- B. Taxes to be levied for participation in the Illinois Municipal Retirement Fund, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$140,000.
- C. Taxes to be levied for participation in the FICA, as provided in Illinois Compiled Statutes Ch. 40, Act 5, Section 22-403, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$ 130,000.
- D. Taxes to be levied for the Liability Insurance Fund, as provided in Illinois Compiled Statutes Chapter 745, Act 10, Section 9-107, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$8,000.
- E. Taxes to be levied for the Annual Audit as provided in Illinois Compiled Statutes, Chapter 50, Act 310, Section 9, *et sec.*, in addition to all other taxes heretofore levied, in the sum of \$5,600.

Section 2: That pursuant to Illinois Compiled Statutes, Chapter 75, Act 5, Sec. 5-8, the Board of Library Trustees shall accumulate and set apart as a Capital Improvement and Repair Fund for the purchase of sites and buildings, for the construction and equipment of buildings, for the rental and repair of buildings acquired for library purposes, and for repairs and alterations of library buildings

and equipment, the unexpended balances of the proceeds annually received from taxes not in excess of the statutory limits and pursuant to plans to be developed by the Board of Library Trustees.

Section 3: That the funds derived from sources other than the Tax Levy may be allotted by the Board of Library Trustees to such budgeted items and in such amounts as said Board may determine within the limits of said budget.

Section 4: That the unexpended balance of any item or items of said Budget as set forth in this Resolution may be expended in making up any deficiency in any other item or items in the same general Budget made by this Resolution.

Section 5: That the President and Board of Trustees of the Village of Carol Stream are further requested to include in their levy ordinance the following statement:

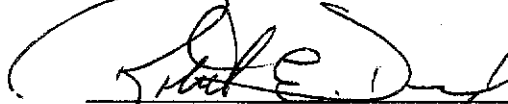
All ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified and repealed, and if any item or portion thereof of this levy is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this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

Section 6: That the President and the Board of Trustees of the Village of Carol Stream be aware that the Illinois Statutes require that the levy ordinance be duly passed and a certified copy be recorded with the DuPage County Clerk on or before the last Tuesday in December 2011.

Resolution Passed this 16th day of March, 2011 by a vote of:

Ayes: 5, Nays: 2, Absent or not voting: 0

Approved:


Robert E. Douglas, President
Board of Library Trustees


Attest:

I, the undersigned Secretary of the Board of Library Trustees of the Village of Carol Stream, hereby state that the foregoing Resolution entitled:

FY2012 WORKING AND APPROPRIATION BUDGETS / REQUEST FOR TAX LEVY

was duly adopted by said Board of Trustees at a valid meeting on March 16, 2011,

Seal:


Mary C. Hudspeth, Secretary
Board of Library Trustees

VILLAGE OF CAROL STREAM
PROPOSED 2011 PROPERTY TAX LEVY
(Collected in 2012)

	2010 Taxes <u>Extended</u>	2011 Proposed <u>Levy</u>	\$ <u>Inc/(Dec)</u>	% <u>Inc/(Dec)</u>
VILLAGE LEVY:				
Operating	\$ -	\$ -	\$ -	0.0%
Bond Payments	-	-	-	0.0%
Total	-	-	-	0.0%
LIBRARY LEVY:				
Operating				
Corporate	\$ 3,195,799	\$ 3,147,900	\$ (47,899)	
IMRF	131,919	140,000	8,081	
Audit	6,467	5,600	(867)	
Tort/Liab	5,173	8,000	2,827	
Social Security	129,332	130,000	668	
Operating Total	\$ 3,468,690	\$ 3,431,500	\$ (37,190)	-1.1%
Bond Payments	-	-	-	0.0%
Total	3,468,690	3,431,500	(37,190)	-1.1%
TOTAL, VILLAGE AND LIBRARY				
Operating ¹	\$ 3,468,690	\$ 3,431,500	\$ (37,190)	-1.1%
Bond Payments	-	-	-	0.0%
Total	\$ 3,468,690	\$ 3,431,500	\$ (37,190)	-1.1%

¹ Total operating increase is subject to required public hearing under the Truth in Taxation Act if percentage increase, excluding debt, is greater than 5.0% of taxes extended in 2010.

Resolution No. _____

**A Resolution to Record the Determination of the
Corporate Authorities of the Village of Carol Stream
of the Amounts of Money Estimated to be Necessary to be
Raised by Taxation on Taxable Property for the Fiscal Year
Beginning May 1, 2011, and Ending April 30, 2012**

Whereas, Chapter 35, Section 200/18-60 of the Illinois Compiled Statutes requires that not less than twenty (20) days prior to the adoption of its aggregate levy, the corporate authorities of each taxing district shall determine the amount of money estimated to be necessary to be raised by taxation for that year upon the taxable property in its district; and

Whereas, the Board of Trustees of the Village of Carol Stream has determined that the amount required to be raised by property tax for general corporate purposes of the Village for the fiscal year beginning May 1, 2011, and ending April 30, 2012, is Zero Dollars (\$0); and

Whereas, the Board of Trustees of the Carol Stream Public Library has determined through the adoption of Library Resolution #248 on March 16, 2011, that the amount required to be raised by property tax for the benefit of the Library for the fiscal year beginning May 1, 2011, and ending April 30, 2012, is Three Million Four Hundred Thirty One Thousand Five Hundred Dollars (\$3,431,500) for general corporate, audit, retirement (IMRF and Social Security), and tort immunity insurance purposes;

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: The estimate of the amount of money necessary to be raised by taxation for the year 2011 on the taxable property in the Village of Carol Stream to meet the operating budget of the Carol Stream Public Library exclusive of election and debt service costs, as

determined by the Carol Stream Library Board of Trustees, is Three Million Four Hundred Thirty One Thousand Five Hundred Dollars (\$3,431,500).

Section 2: The amount of property tax extended upon the 2010 property tax levy ordinance including abatements, exclusive of election and debt service costs, was Three Million Four Hundred Sixty Eight Thousand Six Hundred Ninety Dollars (\$3,468,690); and the amount estimated to be levied upon the 2011 property tax levy ordinance to be hereafter adopted (\$3,431,500) is 98.9% of the amount of property taxes extended upon the 2010 tax levy ordinance.

Section 3: The Finance Director of the Village of Carol Stream is hereby authorized and directed to prepare a tax levy ordinance based upon this estimate and to present such tax levy ordinance for passage and approval not less than twenty (20) days after this determination of the amount required to be raised by taxation on taxable property within the Village.

Section 4: This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2011.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this

_____ day of _____, 2011.

Mayor of the Village
of Carol Stream, Illinois

Attest:

Village Clerk of the Village
of Carol Stream, Illinois

DU PAGE COUNTY
CALCULATIONS FOR "TRUTH IN TAXATION" PROCESS

TAXING DISTRICT NAME: VLG OF CAROL STREAM

TOTAL 2010 TAX EXTENSION:
(INCLUDING DEBT) 3,468,690.21

TOTAL 2010 DEBT EXTENSION:
(INCLUDES DEBT SERVICE
AND P.B.C. LEASES) NONE

SUB TOTAL = REMOVAL OF
DEBT SERVICE 3,468,690.21

ADDITION OF 2010 ABATEMENTS:
(DOES NOT INCLUDE
BOND ABATEMENTS) NONE

TOTAL 2010 AGGREGATE EXTENSION:
(INCLUDES CORPORATE & SPECIAL
PURPOSES, ABATEMENTS AND NO DEBT) 3,468,690.21

*** ADDITION OF 105% TO TOTAL AGGREGATE
EXTENSION (INCLUDES CORPORATE AND
SPECIAL PURPOSES, ABATEMENTS AND NO DEBT): 3,642,124.72

*** YOUR 2011 TAX LEVY REQUEST, MINUS DEBT, CANNOT EXCEED
THIS FIGURE WITHOUT COMPLIANCE TO THE "TRUTH IN
TAXATION ACT".

ALL OF THE ABOVE CALCULATIONS ARE FOR DU PAGE COUNTY ONLY. IF
YOUR DISTRICT OVERLAPS INTO ANY OTHER COUNTY, YOU WILL NEED TO
OBTAIN THE REMAINDER OF YOUR EXTENSION INFORMATION FROM THAT
COUNTY, IN ORDER TO HAVE ALL THE NECESSARY FIGURES YOU WILL NEED
TO DETERMINE COMPLIANCE WITH "TRUTH IN TAXATION".

ANY DISTRICT WHO MUST PUBLISH IN ORDER TO COMPLY WITH THE
"TRUTH IN TAXATION ACT", WILL NEED TO INCLUDE 2011 DEBT
SERVICE FIGURES IN THE PUBLICATION NOTICE, AS REQUIRED BY SENATE
BILL 136, PASSED 12-5-1989. ACCORDING TO OUR RECORDS AS OF
APRIL 30, 2011, YOUR DEBT SERVICE FIGURE IS NONE . ANY
DEBT ISSUED AFTER THIS DATE, BUT PRIOR TO YOUR PUBLICATION DATE,
MUST BE ADDED TO THIS FIGURE.

Exhibit E

Ordinance No. _____

Village Board action
item for December 5.

**An Ordinance for the Levy and Assessment of Taxes in the Amount of \$3,431,500
for the Fiscal Year Beginning May 1, 2011 and Ending, April 30, 2012,
of the Village of Carol Stream, DuPage County, Illinois**

Whereas, the Mayor and Board of Trustees of the Village of Carol Stream, County of DuPage and the State of Illinois did on the 4th day of April, 2011, pass the Annual Budget for the Village of Carol Stream for the fiscal year beginning May 1, 2011 and ending April 30, 2012, the amount of which is ascertained to be the aggregate of \$43,114,482, which said Budget was duly considered and heard by public hearing on the 4th day of April, 2011, in accordance with the provisions of Chapter 65, 5/8-2-9.9, Illinois Compiled Statutes; and

Whereas, the Board of Library Trustees of the Carol Stream Public Library on March 16, 2011 passed Resolution #248 adopting a working and appropriation budget and request for tax levy, such budget having been incorporated into the foregoing adopted annual Village Budget; and

Whereas, the Board of Trustees of the Village of Carol Stream at an open meeting held on November 7, 2011, adopted Resolution No. _____ to record the determination of the amounts of money estimated to be necessary to be raised by the property tax for the fiscal year beginning May 1, 2011 and ending April 30, 2012, upon the taxable property in the Village of Carol Stream, such amount determined to be \$3,431,500 (\$0 Village, \$3,431,500 Library), which is decreased from the amount of property taxes extended upon the levy of the preceding year, exclusive of debt service levies and levies for required election costs, by \$37,190 or 1.1%,

Now, therefore be it ordained by the Mayor and Board of Trustees of the Village of Carol Stream, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

Section 1: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby levied for general corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2011 and ending April 30, 2012 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the purposes following:

	<u>AMOUNT BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>VILLAGE OF CAROL STREAM</u>		
General Corporate Purpose	\$ 20,219,690	\$ 0
TOTAL VILLAGE LEVY	<u>\$ 20,219,690</u>	<u>\$ 0</u>

Section 2: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby levied for Library purposes for the Village of Carol Stream Library for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2011 and ending April 30, 2012 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the purposes following:

	AMOUNT BUDGETED	TO BE RAISED FROM TAX LEVY
<u>CAROL STREAM PUBLIC LIBRARY FUND</u>		
<u>Salaries</u>		
Exempt Staff	\$ 1,038,184	\$ 1,038,184
Non exempt Staff	674,953	674,953
Custodial Salaries	70,340	70,340
Professional Education	11,350	11,350
Benefits	337,760	337,760
Subtotal	2,132,587	2,132,587
<u>Plant Maintenance</u>		
Supplies	11,025	11,025
Maintenance & Repair	18,000	18,000
Maintenance Contracts	46,000	46,000
Landscape Maintenance	25,500	25,500
Furniture/Equipment	6,025	6,025
Electrical	43,900	43,900
Water/Sewer	4,235	4,235
Insurance (Property)	6,067	6,067
Subtotal	160,752	160,752
<u>Business Expense</u>		
Postage	7,500	7,500
Office Equipment/Supplies	7,530	7,530
Printer Supplies	12,100	12,100
Equipment Leasing	15,400	15,400
Mileage Reimbursement	3,050	3,050
Legal Notices	650	650
Help Wanted Ads	300	300
Business Phone	7,700	7,700
Accounting Service	12,900	12,900
Material Recovery Fee	3,300	3,300
Payroll Service	5,200	5,200
Attorney Fees	4,500	4,500
Other Consultants	-	-

	AMOUNT BUDGETED	TO BE RAISED FROM TAX LEVY
Other Expenditures	3,225	3,225
Recycling	800	800
Bank Fees	500	500
Security Service	41,500	41,500
Subtotal	126,155	126,155
<u>Support Services</u>		
Automation Hardware	25,000	25,000
Automation Lease Fees	3,350	3,350
Computer Software	15,000	15,000
System Maintenance	40,700	40,700
Technical Supplies	11,547	11,547
Circulation Supplies	10,175	10,175
Rebinding	1,700	1,700
Bibliographic Service	7,434	7,434
Recip. Borrowing Expenses	1,100	1,100
MAGIC Consortium	94,190	94,190
Subtotal	210,196	210,196
<u>Public Services</u>		
Youth Services Programs	7,100	7,100
Summer Reading - Youth	7,100	7,100
Adult Programming	4,900	4,900
Library Handouts	7,250	7,250
Library Newsletter	33,880	33,880
Youth Services Publicity	3,500	3,500
Summer Reading Publicity	2,000	2,000
Adult Publicity	1,200	1,200
Library Promotion	9,000	9,000
Reference Services Expense	2,468	2,468
Subtotal	78,398	78,398
<u>Collection Development</u>		
Youth Services Books	55,000	55,000
Youth Service Graphic Novels	4,200	4,200
Youth Services Paperbacks	4,200	4,200

	AMOUNT BUDGETED	TO BE RAISED FROM TAX LEVY
Youth Services Reference	27,000	27,000
Youth Services Magazines	1,700	1,700
Youth Services Realia	600	600
Youth Services Recordings	900	900
Youth Services Kits	1,200	1,200
Youth Services Audio Books	4,300	4,300
Youth Services Videos	7,500	7,500
Youth Services Electronic media	1,400	1,400
Parent Collection/Books	3,000	3,000
Parent Collection/Non-Book	1,925	1,925
Adult Books	90,000	90,000
Adult Paperbacks	2,500	1,600
World Languages	5,000	5,000
Large Print Books	12,000	11,000
Adult Reference	184,000	184,000
Adult Magazines	13,600	13,600
Newspapers	3,800	3,800
Adult Compact Discs	5,800	5,800
Adult Audio Books	26,250	12,087
Adult Video recordings	30,000	-
Adult Electronic Media	4,000	-
Professional Collections	10,500	-
Digital Media	12,000	-
Subtotal	<u>512,375</u>	<u>439,812</u>
Total General Corporate Fund Levy	\$ <u>3,220,463</u>	\$ <u>3,147,900</u>
 <u>Capital Maintenance & Repair Expenditures</u>		
Major Repairs	100,000	-
Other Capital Expenditures	31,880	-
Total Capital Maint. & Repair	\$ <u>131,880</u>	\$ <u>-</u>
 <u>Audit Levy</u>	 5,600	 5,600
Total Audit Levy	\$ <u>5,600</u>	\$ <u>5,600</u>

	AMOUNT BUDGETED	TO BE RAISED FROM TAX LEVY
<u>IMRF Fund</u>		
Social Security	136,436	130,000
IMRF	204,000	140,000
Total IMRF Fund	\$ 340,436	\$ 270,000
<u>Tort Immunity Insurance</u>		
Liability Insurance	15,056	5,000
Risk Mgmt Expense	6,700	-
Unemployment Comp	3,740	3,000
Total Tort Immunity Insurance	\$ 25,047	\$ 8,000
TOTAL LIBRARY LEVIES:	\$ 3,723,426	\$ 3,431,500

LIBRARY LEVY RECAP:

Taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by Statute:

\$3,147,900

Of the foregoing Annual Tax Levy, the amount to be levied for **Tort Immunity Insurance**, as provided in Illinois Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of:

\$8,000

Of the foregoing Annual Tax Levy, the amount to be levied for participation in the Federal **Social Security** Insurance Program as provided by Illinois Statutes, Chapter 40, Section 5/21-110 et seq., and,

\$130,000

for participation in the **Illinois Municipal Retirement Fund** as provided by Illinois Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of:

\$140,000

Of the foregoing Annual Tax Levy, the amount to be levied for the annual **audit** as provided in Illinois Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of:

\$5,600

TOTAL LEVY FOR ALL LIBRARY FUNDS

\$3,431,500

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

Section 4: That the total amount of \$3,431,500 ascertained as aforesaid, be hereby levied and assessed on all property subject to taxation within the Village of Carol Stream according to the value of said property as the same is assessed and equalized for state and county purposes for the current year.

Section 5: That it is hereby certified to the County Clerk of DuPage County, Illinois, the total amount of \$3,431,500 which the Village of Carol Stream requires to be raised by taxation for the current fiscal year of the Village, and the Village Clerk of the Village is hereby ordered and directed to file with the County Clerk of said county on or before the time required by law a certified copy of this ordinance.

Section 6: That it is hereby certified to the County Clerk of DuPage County, Illinois, that the Mayor and Board of Trustees, acting as the corporate authorities of the Village of Carol Stream, DuPage County, Illinois, have complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), where required, and the Mayor of said Village is hereby directed to file with the County Clerk of said

county, together with the certified copy of this ordinance as provided hereinabove, a certification that said Village complied with all requirements of the Truth in Taxation Act, if required by law or by the said County Clerk.

Section 7: That the Village Board of the Village of Carol Stream, Illinois, hereby requests that the County Clerk of DuPage County, Illinois, compute and extend the 2011 property tax for the Village of Carol Stream and the Carol Stream Public Library as if the Village were a non-home rule community.

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

Passed by the Mayor and Board of Trustees of the Village of Carol Stream, Illinois, this _____ day of _____, 2011.

Ayes:

Nays:

Absent:

Approved by the Mayor of the Village of Carol Stream, Illinois, this _____ day of _____, 2011.

Mayor
Village of Carol Stream, Illinois

Attest:

Village Clerk of the
Village of Carol Stream, Illinois

(Published in pamphlet form and posted on the _____ day of _____, 2011.)

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

I, Frank Saverino Sr., do hereby certify that I am the duly qualified and acting Mayor of the Village of Carol Stream, DuPage County, Illinois.

I do further certify that the Village of Carol Stream, DuPage County, Illinois, has complied and conformed with all the requirements of the Truth in Taxation Act, (Illinois Compiled Statutes, Chapter 35, Sections 200/18-55 et seq.), in connection with its 2011 Tax Levy Ordinance (Ordinance No. _____).

IN WITNESS WHEREOF, I hereunto affix my official signature at Carol Stream, Illinois, this _____ day of _____, 2011.

Mayor

(SEAL)

CERTIFICATION

I, Beth Melody, duly elected Village Clerk of the Village of Carol Stream, Illinois, do hereby certify that the attached is the true original copy of Ordinance No. _____, passed by the Board of Trustees of the Village of Carol Stream, Illinois, at the _____ Meeting of said Board held on the _____ day of _____, and that the same was signed and approved by the Mayor of said Village on the _____ day of _____.

I do further certify that the original is entrusted to me as Village Clerk of said Village for safekeeping and that I am the lawful custodian and keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Carol Stream, Illinois, this _____ day of _____

Village Clerk

CORPORATE SEAL

AGENDA ITEM

I-2 11-7-2011

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
A CONTRACT BETWEEN THE VILLAGE OF CAROL STREAM AND
JOHN FIOTI AS ADMINISTRATIVE ADJUDICATOR FOR AUTOMATED TRAFFIC
LAW ENFORCEMENT (RED LIGHT) AND ADMINISTRATIVE TOW HEARINGS**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into a Contract with John Fiotti, in the form of a contract 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 Contract, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS 7th of NOVEMBER, 2011.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Contract for Professional Services to Serve As Administrative Adjudicator

Now comes the Village of Carol Stream, a municipal corporation, by and through its Mayor and enters into the following contract for legal services with John L. Fioti, Attorney at Law.

1. The Village of Carol Stream, hereafter referred to as the "Village" agrees to retain the services of John L. Fioti, hereafter referred to as "Attorney", to provide services as its "Administrative Adjudicator" presiding over all Administrative Adjudication hearings as scheduled by the "Village" pursuant to enacted ordinance(s) and pursuant to the terms of the attached proposal for services which is appended hereto and incorporated herein as Exhibit 1 to this contract.

Services to include:

Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2008-02-06.

Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2010-01-02.

2. Attorney will provide an itemized monthly invoice to the Village for services performed hereunder.
3. Attorney agrees to use all of his reasonable legal skills to perform the terms of this contract.
4. The contract term would commence on November 8, 2011 and be subject to renewal on November 6, 2013. Either party may terminate this contract for cause by providing thirty (30) days written notice to the other party.

AGREED TO THIS 1ST DAY OF NOVEMBER 2011

VILLAGE OF CAROL STREAM
A Municipal Corporation

JOHN L. FIOTI
Law Offices of John L. Fioti

By: _____
Frank Saverino Sr., Mayor



John L. Fioti, Attorney

ATTEST:

Beth Melody, Village Clerk



LAW OFFICES OF JOHN L. FIOTI

ATTORNEY AT LAW

956 S. BARTLETT ROAD #258
BARTLETT, ILLINOIS 60103

Proposal for Professional Services to serve as Administrative Adjudicator For the Village of Carol Stream

Services include:

- Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2008-02-06.
- Attend all Administrative Adjudication Hearings as scheduled by the Village of Carol Stream pursuant to Village Ordinance 2010-01-02.
- Preside over and conduct Administrative hearings for the Village of Carol Stream in an ethical, professional and efficient manner.
- Maintain the integrity of the hearing system by providing a fair and impartial atmosphere for all hearing attendees.
- Decide each case on an objective basis founded on sound legal principles and pursuant to Carol Stream Village Ordinance.
- Provide legal consultation and expertise as requested and apply experience.
- Provide alternative attorney adjudicator in the event of illness or required absence.

Contract Length:

- Two (2) year contract.

Fee for Professional Services:

- \$150.00 *per hour* (one hour minimum per ordinance session). Additional time to be billed in .25 hour increments. This hourly rate shall apply to and include services for hearing time, preparation, travel time and any training as requested by the Village of Carol Stream. The Village will also be billed for any out of pocket expenses incurred in the Administrative Hearing process (e.g. postage or photocopying).


Village to provide:

- Village will provide location for Administrative Hearings and copies of all charging documents, officer reports, files and any equipment and/or supplies deemed necessary for administration of the ordinance(s) by the Village of Carol Stream.

EXHIBIT 1

Village of Carol Stream
Interdepartmental Memo

To: Village Manager Joe Breinig

From: Chief Kevin Orr 

Date: October 27, 2011

Re: Police Department requests that the Village Board approve a contract for attorney John Fioti to continue as the Village's Administrative Adjudicator for Automated Traffic Law Enforcement (Red light) and Administrative Tow hearings.

The Village has utilized John Fioti as the Administrative Adjudicator for its Automated Traffic Law Enforcement (Red light) hearings and Administrative Tow hearings since 2009. Mr. Fioti conducts fair and impartial hearings.

The attached contract is two years in length with an hourly rate of \$150.00. I have surveyed other departments that utilized an Administrative Adjudicator and learned that this rate compares favorably with others.

I request that the Village Board approve the contract.

AGENDA ITEM

I-3 11-7-2011

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN EASEMENT AGREEMENT
BETWEEN THE BOARD OF EDUCATION OF BENJAMIN SCHOOL
DISTRICT NO. 25 AND THE VILLAGE OF CAROL STREAM**

WHEREAS, the Mayor and Board of Trustees of the Village of Carol Stream have determined that it is in the best interest of the Village to enter into an Easement Agreement with the Board of Education Benjamin School District No. 25, 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, ILLINOS, 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: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2011.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

EASEMENT AGREEMENT

This Easement Agreement is entered into by and between the BOARD OF EDUCATION OF BENJAMIN SCHOOL DISTRICT NO. 25, DuPage County, Illinois, with offices at 28W250 St. Charles Road, West Chicago, Illinois 60185 (hereinafter referred to as "GRANTOR") and the VILLAGE OF CAROL STREAM, an Illinois Municipal Corporation, with offices at 500 N. Gary Avenue, Carol Stream, Illinois 60188 (hereinafter referred to as the "GRANTEE").

RECITALS

WHEREAS, GRANTOR represents that it owns certain real property commonly known as the Benjamin Middle School, located at 28W300 St. Charles Road, West Chicago, Illinois; and

WHEREAS, GRANTOR has determined to grant and dedicate a non-exclusive, permanent public easement to GRANTEE on the property legally described in Attachments A and B, and incorporated herein and access thereto by this reference ("SUBJECT PROPERTY"); and

WHEREAS, GRANTEE shall construct, install, provide, repair, replace and maintain a buried water main on the SUBJECT PROPERTY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree that:

1. **RECITALS INCORPORATED.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **PERMANENT EASEMENT GRANT.** GRANTOR grants to GRANTEE a permanent easement over, upon, along, under, through, and across the SUBJECT PROPERTY, legally described in Attachments A and B for the purpose of the construction, installation,

provision, repair, replacement, and maintenance of a buried water main. GRANTEE shall be solely responsible, and hereby assumes sole responsibility, for supervision of all construction, installation, provision, repair, replacement, and maintenance of the buried water main on the SUBJECT PROPERTY.

3. **EASEMENT CONDITIONS.** This grant of easement shall be subject to the following conditions:

- (a) GRANTOR shall have no responsibility for construction, installation, provision, repair, replacement, modification, or maintenance of the public water main on the SUBJECT PROPERTY;
- (b) All construction, installation, provision, repair, replacement, modification and maintenance by the GRANTEE within the SUBJECT PROPERTY shall be performed in accordance with the various requirements of the ordinances and regulations of any governmental authority with jurisdiction over such work;
- (c) GRANTOR will maintain water main in a reasonably safe condition;
- (d) None of GRANTEE's activities on the SUBJECT PROPERTY will interfere with public utilities running across the SUBJECT PROPERTY.

4. **HOLD HARMLESS.** GRANTEE shall indemnify, defend, and hold GRANTOR and GRANTOR's board members, employees and agents, harmless from any and all claims, causes of actions, lawsuits, administrative proceedings, damages, liabilities, judgments and costs (including attorney's fees, costs and expenses), now or hereafter existing and resulting from GRANTEE's performance of any obligations under this Agreement, including but not limited to construction, maintenance, operation, installation, repair, replacement or modification of the SUBJECT PROPERTY, and the buried water main to be constructed on the SUBJECT PROPERTY pursuant to this Easement Agreement, including any claims by GRANTEE's own

employees. GRANTEE further waives any limitation of liability defense based on worker's compensation, disability, or benefit protection laws with respect to claims by its own employees. Further, GRANTEE will not permit, and will promptly satisfy or cause to be discharged, any liens to be placed on the SUBJECT PROPERTY or other property of GRANTOR resulting from the installation, repair, replacement, modification, or maintenance of the water main on the SUBJECT PROPERTY.

5. **RESTORATION.** GRANTEE, or its agents, contractors or designees, shall, upon completion of any work authorized by this grant, restore the surface of the SUBJECT PROPERTY to the same or better condition than that which existed prior to the beginning of any work.

6. **ENTIRE AGREEMENT.** This instrument contains the entire agreement between the parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all parties to this Agreement.

7. **COVENANT RUNNING WITH THE LAND.** This easement and the promises contained in this Agreement shall be a covenant running with the land and shall be binding upon the GRANTEE, GRANTOR and any of their lessees, successors in interest, heirs, devisees and assigns from and after the date of execution by the parties hereto.

8. **LAW GOVERNING.** The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

**GRANTOR: BOARD OF EDUCATION OF
BENJAMIN SCHOOL DISTRICT NO. 25, DUPAGE COUNTY, ILLINOIS**

By: Janice Bedard
President

By: John P. Corbin
Secretary

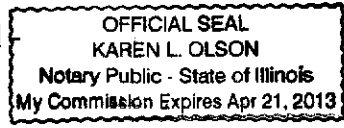
Date: 4-11-2011

Date: 4-11-2011

State of Illinois)
County of DuPage)

The foregoing instrument was acknowledged before me by Janice Bedard, the President of the Board of Education of Benjamin School District No. 25, and by John P. Corbin, the Board Secretary, this 11th day of 2011, A.D., APRIL

- seal -



Karen L. Olson
Notary Public

GRANTEE: VILLAGE OF CAROL STREAM, ILLINOIS

By: _____
Village President

By: _____
Village Clerk

Date: _____

Date: _____

State of Illinois)
County of DuPage)

The foregoing instrument was acknowledged before me by _____, Village President and _____, Village Clerk, this _____ day of _____ 2011, A.D.

- seal -

Notary Public

Benjamin SCHOOL DISTRICT 25

RESOLUTION GRANTING EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF VILLAGE WATER MAIN

WHEREAS, the governing Boards of the two agencies have agreed to cooperate to mutually benefit the residents of the Benjamin Elementary School District 25 and the citizens of the Village of Carol Stream; and,

WHEREAS, the petitioner, Village of Carol Stream, has requested an easement on the Benjamin Middle School site for the purpose of constructing and maintaining water main; and,

WHEREAS, said easement is described and depicted in Attachments A and B; and,

WHEREAS, by granting said easement, the Benjamin Elementary School District 25 requires any construction disturbance or damage to School District property to be repaired; and,

WHEREAS, by granting said easement, the Benjamin Elementary School District 25 Board of Education, Du Page County, Illinois, in the exercise of its powers, as follows:

SECTION 1: Approval is hereby given for the easement for a water main at Benjamin Middle School.

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

ADOPTED this 11th day of April 2011 on a roll call vote as follows:

Yeas	<u>6</u>
Nays	<u>0</u>
Absent	<u>1</u>
Abstain	<u>0</u>

BOARD OF EDUCATION
Benjamin Elementary School District 25
Du Page County, Illinois



Janice Bedard, President


ATTEST:



John P. Conlon, Secretary

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

RE: Southwest Water Main Project – Approval of Easement Agreement
with Benjamin School District

In April of this year, the Board of Education for Benjamin School District 25 approved an easement agreement and resolution granting permanent and temporary construction easements for construction of the Southwest Water Main Project. Around the same time, it was noted that the Benjamin School septic field was leaking and might need repairs. It was determined that a supplemental septic field would need to be constructed and that the water main easement would need to be relocated.

In September, the School District installed a new septic field and the Southwest Water Main plans were revised to provide the required separation between the septic field and the water main. A new easement drawing was prepared, signed by the School District, approved by the Village Board and recorded at DuPage County. As part of the easement approval memo and resolution, the easement agreement was inadvertently omitted.

To correct this oversight, staff recommends that a resolution be prepared authorizing the Mayor and Village Clerk to sign the agreement.

Cc: James T. Knudsen, Director of Engineering Services

Benjamin SCHOOL DISTRICT 25

Dr. Philip M. Ehrhardt, Superintendent
Administration Center
28W250 St. Charles Road
West Chicago, Illinois 60185-1400

pehrhardt@bendist25.org
Phone: (630) 876-7800
Fax: (630) 876-3325
www.bendist25.org

April 12, 2011

Mr. Bill Cleveland, Assistant Village Engineer
Village of Carol Stream
500 North Gary Avenue
Carol Stream IL 60188

**Re: Easement Agreement and Resolution Granting Easement For Construction
And Maintenance Of Village Water Main**

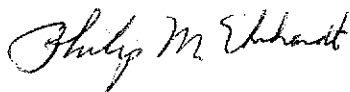
Dear Bill:

At its regular meeting on April 11, 2011, the Board of Education approved the Easement Agreement for the construction, installation, provision, repair, replacement, and maintenance of a buried water main on the property commonly known as Benjamin Middle School, located at 28W300 St. Charles Road, West Chicago, Illinois 60185. In addition, the Board of Education approved the Resolution Granting Easement For Construction And Maintenance Of Village Water Main.

Enclosed are two (2) signed copies of the Easement Agreement along with the signed and notarized Plat of Easement and Plat of Dedication. Please return one (1) copy of the Easement Agreement fully signed by the Village of Carol Stream for our files. Also enclosed is a copy of the Resolution for your files.

We look forward to the realization of this project which will bring the much needed Lake Michigan water to Benjamin Middle School and neighboring residents.

Yours truly,



Philip M. Ehrhardt, Ed.D.
Superintendent

Enc. 5

RESOLUTION NO. _____

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the following personal property:

1998 Ford F250 2FTRX27L6WCA48392

now owned by the Village of Carol Stream, is no longer useful and authorize its disposal per the attached memorandum dated October 30, 2011.

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

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2011.

AYES:

NAYS:

ABSENT:

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

**REVIEWED AND
APPROVED BY:** Chief Kevin Orr

FROM: Sgt. Michael Zochert

DATE: 10/30/2011

RE: Surplus vehicles for auction

Request to declare seized vehicle awarded to Village as surplus for sale on eBay.

The seized vehicle below has been awarded to the Village via seizure laws of the Illinois Compiled Statutes. I would like the vehicle declared as surplus so it can go to auction. I am in the process of obtaining title at this time.

- 1) 1998 Ford F250 2FTRX27L6WCA48392

AGENDA ITEM

I-5 11-7-2011

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
LEASE AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND
THE CAROL STREAM PARK DISTRICT FOR RENTAL OF THE FARMHOUSE
(301 W. LIES ROAD, CAROL STREAM, ILLINOIS)**

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 Intergovernmental Lease Agreement with the Carol Stream Park District in the form of a lease 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 lease agreement, in the appropriate form, attached hereto as Exhibit "A" and as approved by the Village Attorney.

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

PASSED AND APPROVED THIS _____ DAY OF NOVEMBER, 2011.

AYES: ()

NAYS: ()

ABSENT: ()

Pamela J. Fenner, Mayor Pro-Tem

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Mayor and Trustees
FROM: Robert Mellor, Assistant Village Manager *RM*
DATE: November 3, 2011
RE: Farmhouse Lease Agreement – Carol Stream Park District

Attached for your consideration and approval is a lease agreement with the Carol Stream Park District allowing them to use the farmhouse located at 301 W. Lies Rd. for their administrative offices when their current facilities at the Aldrin Center are demolished as part of the DuPage County Armstrong Park Flood Control Project. The agreement has been reviewed by the Village and Park District attorneys.

The intent of the agreement is to allow the Park District to use the farmhouse until the new recreation center is completed at the Town Center. The farmhouse would be leased to the Park District for \$1 which would preserve the Village's tax exempt status and maintain our franchise rate for electricity with ComEd as a non-revenue producing facility. The Village and Park District have agreed to work with the Historical Society who currently holds their monthly meetings and displays at the farmhouse, to provide alternate locations for their meetings and displays. This past week Village Municipal Building employees assisted the Historical Society with the relocation of their possessions and artifacts.

Pending approval of this agreement by the Park District at their November 14 Board meeting, Park District administrative staff would be able to make some minor modifications to the farmhouse interior that are spelled out in the agreement and begin to move into the farmhouse.

Please contact me if you have any questions.

Cc: Joseph E. Brienig, Village Manager

EXHIBIT A

Intergovernmental Lease Agreement

THIS INTERGOVERNMENTAL LEASE AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2011, by and between the **VILLAGE OF CAROL STREAM**, an Illinois Municipal Corporation (herein referred to as the "Village") and **CAROL STREAM PARK DISTRICT**, an Illinois Park District, (herein referred to as the "Park District"). The Village and Park District are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Village is an Illinois Municipal Corporation and Home Rule Unit of Government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Park District is a unit of local government as defined by Section 1 of Article VII of the 1970 Constitution of the State of Illinois and a Park District organized and existing pursuant to the provisions of the Illinois Park Code, 70 ILCS 1205/1-1 et seq.; and

WHEREAS, the Village is the owner of a certain parcel of real estate of approximately 1.02 acres, legally described and depicted in Exhibit A attached hereto, and located at 301 Lies Road, Carol Stream, Illinois (hereinafter referred to as the "Leased Premises"); and

WHEREAS, the Park District desires to lease the Leased Premises from the Village and to operate its administrative offices upon said Leased Premises; and

WHEREAS, the Village and the Park District are authorized to enter into an Intergovernmental Lease Agreement for the purposes set forth in this Agreement pursuant to the provisions of Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the Preliminary Statements set forth below, the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Lease of Village Property.

The Village hereby leases to the Park District the Leased Premises in accordance with the terms of this Agreement.

2. Term.

The term of this Lease shall commence on December 1, 2011 (hereinafter referred to as the "Lease Commencement Date") and shall continue for an initial term of two (2) years. Said term shall be automatically extended for up to three (3) additional one (1) year periods, unless either party

provides one hundred twenty (120) days advance notice of intent not to renew. Said 120 day notice may be given at any time.

3. Condition and Use of Land.

The Park District covenants and agrees that it has inspected the Leased Premises and that such Leased Premises is in good order and condition. Park District acknowledges and agrees that no representations, warranties (expressed or implied) or covenants with respect to the condition or maintenance of the Leased Premises have been made to the Park District. The Village makes no representation that the Leased Premises is suitable for the use intended by the Park District. The Village certifies that the office use contemplated by the Park District is a permitted use under the applicable Village zoning regulations.

4. Permitted Uses.

The Leased Premises shall be used by the Park District solely and exclusively as the Park District's temporary administrative offices. The Park District shall not construct any buildings, structures, lighting or other improvements upon the Leased Premises except as may be approved, in writing, by the Village. The parties acknowledge that the Park District desires to make alterations to the Leased Premises in order to use the Leased Premises for its administrative offices including the removal of the existing first floor carpets and stairway runners; the installation of electrical wiring for computers, telephones and office equipment; the sealing of the doorway in the caretaker's suite; the removal of kitchen cabinets and appliances and the storage of same in the basement; the capping of water and gas lines in the Caretaker's kitchen; the installation of carpeting; and the installation of window treatments. The Park District may complete said alterations in a manner approved by the Village. No other alterations to the existing building or Leased Premises shall be made prior to the express written approval of the Village. All alterations to the building or Leased Premises approved by the Village shall be constructed pursuant to permit, in full compliance with all applicable laws, statutes, ordinances, rules and regulations, including the accessibility standards of the American's with Disability Act. The Park District may store its own business items in the building basement or garage within existing Village codes and ordinances. The Park District shall be responsible for reimbursing the Village for any damage associated with any alterations.

5. Rent.

Commencing on the Lease Commencement Date and annually thereafter, the Park District shall pay to the Village fixed annual rent in the amount of \$1.00 annually at the Village's Finance Department or such other place as the Village shall designate.

6. Utilities and Services.

The Park District shall, at its sole cost and expense, arrange for the furnishing of all utilities and other services necessary for the Lease Premises, including but not limited to electricity, water, sewer, garbage, alarm services and covenants and shall pay for all such services. To the extent allowable under the Village's franchise with Commonwealth Edison, the Park District shall not be required to pay the cost of electricity.

7. Maintenance, Repairs and Compliance with Laws.

(A) The Park District shall use and occupy the Leased Premises in a safe and careful manner, and shall comply with all applicable municipal, state and federal laws and rules and regulations pertaining to the use of the Leased Premises.

(B) The Park District, at its expense, shall maintain and keep the Leased Premises in good order at all times during the Term. In addition, the Park District shall reimburse the Village for the cost of any repairs to the building necessitated by the acts or omissions of the Park District, its invitees, employees, licensees, contractors and agents.

(C) Except in extenuating circumstances, all portions of all sidewalks, entrances, passages, halls, and all ways of access to public utilities of the Leased Premises shall be kept unobstructed by the Park District, and shall not be used for any purpose other than ingress and egress to and from the Leased Premises. The doors, or openings into any place in the structure, including hallways, corridors and passageways, shall not be obstructed in any way by the Park District.

(D) The Park District shall perform regular snow removal upon all walkways and parking areas of the Leased Premises.

(E) The Park District shall maintain all landscaped areas in a good and sightly condition and shall perform regular lawn care and maintenance of the Leased Premises.

(F) The Park District shall not do any act nor permit any act to be done as a result of this Lease which will in any way mar, deface, alter, injure, or damage in any way, normal wear and tear excepted, any part of the Leased Premises, or any property associated therewith.

(G) The Park District shall be responsible for the payment of all costs, expenses, claims, fines, or penalties, that may arise out of the Park District's use and occupancy of the Leased Premises.

(H) Upon termination of this Lease Agreement, the Village shall conduct an inspection of the Leased Premises and shall within seven (7) days of said inspection advise the Park District of any damages to the Leased Premises. The Park District shall be responsible to pay the costs of replacement or repair for any such damages.

8. Indemnification:

To the fullest extent permitted by law, the Park District shall save, indemnify and hold harmless the Village, its officers, officials, employees, contractors, sub-contractors, agents and attorneys from all loss, cost and expense (including reasonable attorneys fees) as a result of the use or of the Leased Premises and/or this Lease, including, but not limited to, that arising out of any liability, or claim of liability for injury or damages to persons or property or both, sustained or claimed to have been sustained by anyone whomsoever, by reason of the operation, use or occupancy of the Leased Premises or adjoining facilities, premises, areas, or any property, (real or personal) of the Village. However, the Park District shall not be required to indemnify the Village for damages or the costs incident thereto caused by the negligence of any indemnified party. The Park District shall similarly protect, indemnify and hold and save harmless the Village against and from any and all claims, costs, causes, actions and expenses including but not limited to reasonable legal fees, incurred by reason of

the Park District's breach of any of its obligations under, or the Park District's default of, any provision of this Agreement.

9. Waiver and Discharge of Liability.

The Village assumes no responsibility whatsoever as a result of the Park District's use and occupancy of the Leased Premises, the letting of this Lease or for any property placed in or about the Leased Premises, and the Village and its officers, officials, employees, contractors, sub-contractors, agents and attorneys are hereby expressly released and discharged from any and all liability for any loss, injury or damage to any person or property that may be sustained by reason of the use or occupancy of the Leased Premises under this Lease. The Park District shall not, however, be responsible for the negligent acts of the Village. Further, the Park District waives any claim for liability, damages, losses or refund of any sum hereunder against the Village, due to failure of utilities, or any issues in any way related to the failure of any component, service or system, within, or serving the PREMISES due to malfunctions of any type.

10. Insurance.

The Park District covenants and agrees that from the Lease Commencement Date and at all times during the Lease Term, it shall maintain, at its own cost and expense, the following types of insurance for the Leased Premises:

(A) Comprehensive broad form general public liability insurance with extended coverage protecting each Party against claims for personal injury, death, and property damage occurring upon, in or about the Leased Premises, such insurance to afford protection to the limit of not less than One million (\$1,000,000.00) dollars and excess liability coverage in the amount of not less than Five million (\$5,000,000.00) dollars. The insurance coverage required by this section shall extend to any contractual liability arising out of the indemnities provided for in Section 9 herein.

(B) Broad form Property Damage insurance covering the Leased Premises, and all alterations, extensions, improvements thereto, against loss or damage by fire and the risks contemplated within the extended coverage endorsements, including sprinkler damage, vandalism, and malicious mischief and against such other risks as shall reasonably be required by the Parties in an amount not less than the full actual replacement cost of the real property and appurtenances thereto.

(C) Workers Compensation insurance at the statutory limits and Employer's Liability with a policy limit of not less than Five hundred thousand (\$500,000.00) dollars.

(D) Errors and Omissions Liability Insurance covering negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million (\$2,000,000.00) dollars per claim and in the aggregate.

(E) All policies of insurance shall be issued by solvent and responsible insurance companies, licensed to do business in Illinois with a general policy holder's rating of not less than A and a financial rating of AAA as rated in the most current and available "Best's Insurance Reports", and qualified to do business in the State of Illinois.

(F) All policies, other than those for Worker's Compensation, shall be written on an occurrence and not on a claims made basis.

(G) In the event that the Park District is self-insured, member of an intergovernmental pool or provides for its risk financing by a means other than commercial insurance, those parties shall keep in force at all times during the term of this agreement, General Liability coverage specifically including bodily injury, personal injury and property damage limits of not less than \$5,000,000.00 per occurrence (subject to inflationary increases every 5 years in the sole discretion of the Village) provided on an occurrence basis and at all times specifically extending that coverage to Village, its public officials, employees, volunteers, and agents.

(H) The Village shall be listed as an additional insured on the public general liability, property and extended coverage insurance and any excess policies. In addition, The Park District shall furnish certificates of the insurance and/or coverage in place as required herein and including a 90 day notice of cancellation or reduction in limits with no provision limiting carrier's liability for failure to give insured parties at least 90 days written notice of cancellation of such policy. The policy and/or coverage shall also contain a "contractual liability" clause.

11. Return of Possession and Restoration

Upon termination of this Lease, by lapse of time or otherwise, the Park District covenants and agrees that it shall yield immediate possession to the Village and restore, at its sole cost and expense, all portions of the Leased Premises to their original condition immediately preceding any work conducted during the term of this Lease, unless otherwise agreed to by the Village in writing. Except as agreed to by the Village in writing, all equipment constructed and installed by the Park District upon the Leased Premises shall remain the property of the Park District and shall be removed by the Park District, at its expense, upon the termination of this Lease Agreement. In the event that the equipment is not removed and the Leased Premises restored within three (3) months after the termination of this Lease, the Village shall have the right to remove such equipment and restore the Leased Premises to its original condition and the Park District shall reimburse the Village for its costs of restoration.

12. Liens.

The Park District shall not directly or indirectly create or permit to be created any lien or encumbrance upon the Leased Premises. In the event said liens have been created, the Park District shall immediately discharge as of record any such lien.

13. Assignment.

Neither Party shall assign or sublet the Leased Premises or any part thereof during the term of the lease without the written consent of the other Party. Any assignment or subletting agreed to shall be subject to all covenants, conditions, agreements and terms of this Agreement.

14. Environmental.

The Park District shall not use, deposit or maintain any hazardous substances upon the Leased Premises and shall hold harmless and indemnify the Village from any and all liability, damages, causes of action, fines and penalties and attorneys fees related to the existence, migration and removal of any and all environmental contamination to the Leased Premises caused or permitted by the Park District during the term of this Agreement and any extensions thereof.

15. No Third Party Beneficiary

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

16. Default.

The following events shall be deemed to be events of default by Park District under this Agreement ("Event of Default"):

(A) Park District shall have failed to pay the rent or any other charge provided herein, or any portion thereof;

(B) Park District shall have failed to comply with any other provisions of this Agreement;

(C) Park District abandons the Leased Premises.

(D) In the event either Party to this Agreement should fail to perform or avoid its obligations herein, the party not in breach shall provide written notice to the Party in breach setting forth the action or failure to act that constitutes the breach of this Agreement. The breaching party shall have forty-five(45) days to cure any breach, otherwise the Party not in breach may initiate an action in the Circuit Court of Kane County to enforce the terms and conditions set forth herein, and, if a breach of the terms of this Agreement is found to exist, shall be permitted to assess all costs and reasonable attorney's fees incurred by reason of such enforcement action against the Party in breach.

17. Termination for Convenience of the Parties.

Either Party may terminate this Lease Agreement upon one hundred twenty (120) days prior notice to the other Party. Such notice of termination shall not relieve either Party of its responsibilities under the term of this Lease Agreement prior to the date of termination.

18. Additional Representations and Warranties.

In addition to any other representations and warranties set forth in this Agreement, each Party represents and warrants to the other as to the real property to be transferred by it as follows:

(A) Upon execution of this Agreement neither Party shall take or permit an action, whether by amendment, release, termination nor otherwise, which could cause transferring Party to be unable to carry out its obligations pursuant to the terms of this Agreement.

(B) Upon execution and delivery of a copy of this Agreement, each Party has obtained all signatures and approvals whatsoever required of said Party, and this Agreement shall then be a fully binding obligation of the each of the Parties without any additional actions or consents required.

(C) Neither Party has notice or knowledge of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Park District Property or the Leased Premises, which is instituted or has been threatened.

(D) Neither Party shall take, or omit to take, any action that would have the effect of violating any of the representations, warranties, covenants, nor agreements contained in this Agreement.

19. Headings and Captions. The headings and captions of the paragraphs of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

20. Severability. In the event that any paragraph, section, sentence, clause or phrase contained in this Agreement becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

21. Notices.

(A) Notices under this Agreement to the Park District shall be delivered as follows:

Arnold J. Biondo
Executive Director
Carol Stream Park District
301 W. Lies Road
Carol Stream, Illinois 60188

(B) Notices under this *Contract to the Village shall be delivered as follows:*

Joseph Breinig
Village Manager
500 North Gary Avenue
Carol Stream, Illinois 60188

(C) All notices shall be in writing and shall be sent by courier, or by telecopy with a copy sent by regular mail, or by certified or registered mail, return receipt requested, or by personal service. Notices sent by certified mail shall be deemed received two (2) days after mailing but considered given as of the date of mailing.

22. Miscellaneous.

(A) This Agreement constitutes the entire understanding of the Parties with respect to its subject matter, supersedes any other prior understandings which the Parties may have had or offers which it may have made, and may be amended only by written instrument executed by both Parties.

(B) All obligations of the Parties in this Agreement shall be binding upon and all rights of the Parties hereby shall inure to the benefit of the applicable successors and assigns of the respective Parties.

(C) This Lease Agreement shall not be assigned nor the Leased Premises sublet without the express written consent of the Village.

(D) The laws of the State of Illinois shall govern the validity, construction, enforcement and interpretation of this Agreement.

(E) The Parties hereto expressly agree that time is of the essence with respect to this Contract.

(F) The Village and Park District hereby waive trial by jury in any action, proceeding or counterclaim brought by one party against the other on any matter arising out of or in connection with this Agreement. .

(G) In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officials this ____ day of _____, 2011.

**VILLAGE OF CAROL STREAM,
an Illinois municipal corporation.**

**CAROL STREAM PARK DISTRICT,
an Illinois Park District.**

By: _____
Mayor Pro-Tem

By: _____
Board President

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Board Secretary

EXHIBIT A

Legal Description

Outlot D of Phase 1b of Pasquinelli's Autumn Ridge Subdivision, as recorded with the Recorder of Deeds of Du Page County, Illinois as Document Number R1996-047091

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

November 7, 2011

AGENDA ITEM
K-1 11-7-2011

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
AT & T						
SERV FRM OCT 16-NOV 15	415.02	01650100	52230	TELEPHONE	630Z57651910 10/16	
	<u>415.02</u>					
AMERICAN ROAD MAINTENANCE						
2011 REJUVENATOR PROJECT	4,179.73	01670500	52286	PAVEMENT RESTORATION	M14760	20120011
	<u>4,179.73</u>					
ANDY FRAIN SERVICES						
CROSSING GUARD SERV'S FOR SEPT/11	13,343.25	01662300	52105	CROSSING GUARDS	154182	
	<u>13,343.25</u>					
AVALON PETROLEUM COMPANY						
REGULAR GASOLINE	23,357.84	01696200	53356	GAS PURCHASED	546962	
	<u>23,357.84</u>					
B & F TECHNICAL CODE						
PLAN REVIEWS 560 S SCHMALE RD	895.50	01643700	52253	CONSULTANT	33907	20120007
BLDG RVWS 124 WINDSOR PARK	225.00	01643700	52253	CONSULTANT	33942	20120007
PLAN REVIEW 307 E NORTH AVE	895.50	01643700	52253	CONSULTANT	33910	20120007
PLAN REVIEWS 315 E FULLERTON	1,369.26	01643700	52253	CONSULTANT	33926	20120007
	<u>3,385.26</u>					
C S FIRE PROTECTION DISTRICT						
PERMITS FOR SEPTEMBER 2011	4,100.00	01	24416	DEPOSIT-FIRE DISTRICT PERM	PERMITS SEPT/2011	
	<u>4,100.00</u>					
CAA THE HEARING PLACE						
HEARING TEST	43.00	01690100	52223	TRAINING	14691	
HEARING TEST	172.00	04200100	52223	TRAINING	14691	
HEARING TEST	215.00	01670100	52223	TRAINING	14691	
	<u>430.00</u>					
CALL ONE						
SERV FRM SEPT 15 - OCT 14	414.94	04101500	52230	TELEPHONE	10-15-11	
SERV FRM SEPT 15 - OCT 14	2,403.64	04201600	52230	TELEPHONE	10-15-11	
SERV FRM SEPT 15 - OCT 14	2,818.92	01650100	52230	TELEPHONE	10-15-11	
	<u>5,637.50</u>					
CAR REFLECTIONS						
683 DECAL REPAIR FROM CRASH	360.00	01662700	52212	AUTO MAINTENANCE & REPAIR	012535	
	<u>360.00</u>					

CHRISTOPHER B BURKE ENGR LTD

PROF SERV'S 28- SEPT 24 AMER LEGION	519.00	01621900	52253	CONSULTANT	102971
SRV'S AUG 28 - SEPT 24 PARK DIST	1,837.36	01621900	52253	CONSULTANT	102973
	<u>2,356.36</u>				

COMED

SERV FRM 09-20 - 10/20	16.35	01670600	52248	ELECTRICITY	4483019016 SEPT/11
SERV FRM 09/19 - 10/19	37.75	04201600	52248	ELECTRICITY	2514004009 OCT/11
SERV FRM 09/19 - 10/19	339.66	06320000	52248	ELECTRICITY	6213120002 OCT/11
SERV FRM 09/19 - 10/19	460.28	04101500	52248	ELECTRICITY	2496057000 OCT/11
SERV FRM 09/20 - 10/19	130.58	01670600	52248	ELECTRICITY	6337409002 OCT/11
SERV FRM 09/21 THRU 10/19	32.64	01662300	52298	ATLE SERVICE FEE	4202129060 OCT/11
SERV FRM 09/22 - 10/21	73.73	04101500	52248	ELECTRICITY	0291093117 OCT/11
SERV FRM 9/19 - 10/19	749.94	04201600	52248	ELECTRICITY	0300009027 OCT/11
SERV FRM 9/21 - 10/20	33.99	06320000	52248	ELECTRICITY	1043062112 OCT/11
SERV FRM 9/21 - 10/20	44.95	04101500	52248	ELECTRICITY	2073133107 OCT/11
SERV FRM 9/21 - 10/20	90.89	06320000	52248	ELECTRICITY	0030086009 OCT/11
SERV FRM 9/21 - 10/20	111.24	01670600	52248	ELECTRICITY	0803155026 OCT/11
SERV FRM 9/21 - 10/20	127.18	06320000	52248	ELECTRICITY	6675448009 OCT/11
SERV FRM 9/21 - 10/20	132.20	01670600	52248	ELECTRICITY	18651340115 OCT/11
SERV FRM 9/26 - 10/25	25.57	01670600	52248	ELECTRICITY	2127117053 OCT/11
SERV FRM 9/9 - 10/10	81.55	01670600	52248	ELECTRICITY	6827721000 OCT/11
SERV FROM 9/21 - 10/20	104.66	06320000	52248	ELECTRICITY	3153036011 OCT/11
SERV FROM 9/22 - 10/21	14.52	06320000	52248	ELECTRICITY	1603109101 OCT/11
	<u>2,607.68</u>				

CONCEPT TO PROJECT MANAGEMENT LLC

GEO MELT PUMP & MOTOR	1,054.44	01670200	53317	OPERATING SUPPLIES	21896
	<u>1,054.44</u>				

DAVID G BAKER

VLG BOARD MTG TELECAST 10/17/11	105.00	01650100	52253	CONSULTANT	101711
	<u>105.00</u>				

DISCOVERY BENEFITS

FLEX ACCOUNT - OCT/11	230.00	01600000	52273	EMPLOYEE SERVICES	273219
	<u>230.00</u>				

DUPAGE COUNTY

DATA PROCESS SEPT/11 POLICE	250.00	01662600	52247	DATA PROCESSING	9416
	<u>250.00</u>				

DUPAGE COUNTY RECORDER

RECORDING FEES - CLERKS OFFICE 10/20/11	84.00	01580000	52233	RECORDING FEES	201110200208
RECORDING FEES 10/17/11	9.00	01580000	52233	RECORDING FEES	201110170201
RECORDING FEES VLG CLERKS OFFC 10/20/11	31.00	01580000	52233	RECORDING FEES	201110200212
RECORDING FEES VLG CLERKS OFFC 10/20/11	34.00	01580000	52233	RECORDING FEES	201110200210
	<u>158.00</u>				

DUPAGE RIVER SALT CREEK WRKGRP

MEMBERSHIP DUES	9,726.00	01620100	52272	PROPERTY MAINTENANCE(NPI	MAR/11- FEB/12
	<u>9,726.00</u>				

ELECTRICAL CONTRACTORS INC

NEW FRONT & REAR GATE	2,540.00	01670500	52272	PROPERTY MAINTENANCE(NPI	56652
	<u>2,540.00</u>				

EXELON ENERGY INC

SERV FRM 09/12 - 10/09	357.47	04101500	52248	ELECTRICITY	100431100240
	<u>357.47</u>				

GARDEN PRAIRIE ORGANICS LLC

DROP OFF LEAVES AND DEBRI	200.00	01670700	52265	HAULING	180
	<u>200.00</u>				

GENEVA CONSTRUCTION COMPANY

ADD'L PATCHING FAIR OAKS RD	1,950.00	01670500	52286	PAVEMENT RESTORATION	52682
	<u>1,950.00</u>				

HEALY ASPHALT COMPANY LLC

ASPHALT	684.80	06320000	53340	MATERIALS	30521MB
	<u>684.80</u>				

I D E S (IL DEPT OF EMPLOYMENT SECURITY

JULY 01 - SEPT 30 2011	5,954.00	01600000	51115	UNEMPLOYMENT COMP	C C # 614012964
	<u>5,954.00</u>				

ILLINOIS SECRETARY OF STATE

REGIS FOR NW COMM M SZALKOWSKI	10.00	01662600	52234	DUES & SUBSCRIPTIONS	MARK SZALKOWSKI
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ILLINOIS STATE POLICE

FINGERPRINT FEES SEPT/11	600.00	01660100	53317	OPERATING SUPPLIES	SEPT LIVE SCAN
	<u>600.00</u>				

IMPACT NETWORKNG LLC

SERV FRM 10/06/11 THRU 01/06/12	1,712.67	01652800	52226	OFFICE EQUIPMENT MAINTEN/	114937
	<u>1,712.67</u>				

JOHN L FIOTI

ATLE LEGAL OCT 12 2011	156.25	01662300	52310	ATLE LEGAL ADJUDICATION	C S 34
ATLE LEGAL OCT 12 2011	156.25	01570000	52238	LEGAL FEES	C S 34
	<u>312.50</u>				

JOHN NERI CONSTRUCTION CO INC

EMERG RPR COLLAPSED SANITARY SEWER	4,295.58	04101500	52244	MAINTENANCE & REPAIR	JOB# 11006
	<u>4,295.58</u>				

KATHLEEN POWELL MSW LCSW BCD

MINDI THOMAS CLINICAL CONSULT	170.00	01662500	52223	TRAINING	OCT 6 2011
	<u>170.00</u>				

KLEIN, THORPE & JENKINS, LTD

LEGAL SERV'S THRU SEPT 30 2011	214.50	21500000	52238	LEGAL FEES	154846-49 SEPT
LEGAL SERV'S THRU SEPT 30 2011	234.00	04203100	52238	LEGAL FEES	154846-49 SEPT
LEGAL SERV'S THRU SEPT 30 2011	1,300.00	11740000	52238	LEGAL FEES	154846-49 SEPT
LEGAL SERV'S THRU SEPT 30 2011	4,101.38	01650100	57499	CONTINGENCY	154846-49 SEPT
LEGAL SERV'S THRU SEPT 30 2011	7,000.58	01570000	52238	LEGAL FEES	154846-49 SEPT
	<u>12,850.46</u>				

KPW TRUCKING INC

CA 6 STONE/HAULING FEE	557.50	06320000	53347	CA-6	699
CA 6 STONE/HAULING FEE	842.50	04201600	52265	HAULING	699
CA6 STONE	857.50	06320000	53347	CA-6	692
FULLERTON & KIMBERLY HAULING	975.00	04201600	52265	HAULING	703
MIXED DEBRI OUT & CA 6	286.25	06320000	53347	CA-6	704
MIXED DEBRI OUT & CA 6	425.00	01670600	52265	HAULING	704
	<u>3,943.75</u>				

MORROW BROTHERS FORD INC

2012 FORD TRUCK	33,414.00	01670500	54415	VEHICLES	4026	20120017
F350 TRUCK	33,139.00	01670400	54415	VEHICLES	4027	20120017
	<u>66,553.00</u>					

MR SITCO

WATER METER READINGS-OCT/11	1,634.55	04103100	52221	UTILITY BILL PROCESSING	201217	20120003
WATER METER READINGS-OCT/11	1,634.55	04203100	52221	UTILITY BILL PROCESSING	201217	20120003
	<u>3,269.10</u>					

NEXTEL COMMUNICATIONS

SERV FRM 09-24 - 10/23	27.09	01642100	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	27.09	01643700	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	27.09	01662500	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	54.18	01680000	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	60.78	01600000	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	60.78	01610100	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	60.78	04200100	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	78.49	01622200	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	113.76	01664700	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	114.96	01662300	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	117.74	01620100	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	121.56	01652800	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	149.29	01662700	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	162.54	04201600	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	163.67	01662400	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	182.34	01650100	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	209.43	01670100	52230	TELEPHONE	760300514-117
SERV FRM 09-24 - 10/23	298.10	01660100	52230	TELEPHONE	760300514-117
	<u>2,029.67</u>				

NICOR GAS

SERV FRM 09/07 THRU 10/06	22.95	04201600	52277	HEATING GAS	13-81-12-1000-7 9/11
SERV FRM 09/08 - 10/07	79.20	04101500	52277	HEATING GAS	86 60-60-1117-8
SERV FRM 09/26 - 10/26	18.56	04101500	52277	HEATING GAS	14 30 94 7020 2OCT
	<u>120.71</u>				

NOTARIES ASSOCIATION OF ILL INC

NW COMMISSION MARK SZALKOWSKI	38.00	01662600	52234	DUES & SUBSCRIPTIONS	MARK SZALKOWSKI
	<u>38.00</u>				

PESSINA TREE SERVICE LLC

2011 STREAM CLEANING PROJ	6,725.00	11740000	55487	FACILITY CAPITAL IMPROVEME	1224	20120064
	<u>6,725.00</u>					

RYDIN DECAL

BUS,BANK, TOB,VEND,DOG 2012 LIC'S	1,760.92	01612900	53315	PRINTED MATERIALS	268445
	<u>1,760.92</u>				

SCHROEDER ASPHALT SERVICES

2011 FLEXIBLE PAVEMENT PROJECT	-4,919.52	11	21446	RETAINAGE SCHROEDER	2011-288	20120026
	98,390.29	11740000	55486	ROADWAY CAPITAL IMPROVEM	2011-288	20120026
	<u>93,470.77</u>					

SIKICH LLP

PROF AUDIT SERV THRU OCT 15 2011	4,300.00	01520000	52237	AUDIT FEES	132830	20120049
	<u>4,300.00</u>					

STEVE MARTIN

INTN'L RESIDENTIAL PLUMBING TEST	160.00	01643700	52223	TRAINING	REIMB PLUMB TEST
	<u>160.00</u>				

THOMAS F HOWARD JR

LEGAL SERV THRU OCT 31 2011	6,472.50	01570000	52312	PROSECUTION DUI	185
	<u>6,472.50</u>				

TRANSYSTEMS CORPORATION

KUHN RD BIKE TRL PH II CONST	4,405.01	11740000	55486	ROADWAY CAPITAL IMPROVEM	12(2174979)	20120038
WEST BRANCH TRL PROJECT	8,655.51	11740000	55486	ROADWAY CAPITAL IMPROVEM	6(2174978)	20120035
	<u>13,060.52</u>					

TUNNEL VISION INC

TELEVISION TO LOCATE DEFECT SAN SEWERS	1,320.00	04101500	52244	MAINTENANCE & REPAIR	11-279
	<u>1,320.00</u>				

TYLER TECHNOLOGIES INC

W2 FORMS AND ENVELOPES 2011	89.82	01612900	53315	PRINTED MATERIALS	190063
	<u>89.82</u>				

UNI MAX MANAGEMENT CORP

JAN SERV'S VLG HL/PWK OCT/11	623.75	01670100	52276	JANITORIAL SERVICES	2343	20120033
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JAN SERV'S VLG HL/PWK OCT/11	1,871.25	01680000	52276	JANITORIAL SERVICES	2343	20120033
	<u>2,495.00</u>					
UNIVERSAL CABLE CONSTRUCTION						
NEW STREET LIGHT CABLE KUHN/WOODHILL	1,597.00	01670300	52271	STREET LIGHT MAINTENANCE	11 1024	
	<u>1,597.00</u>					
VILLAGE OF CAROL STREAM						
FOUNTAIN USAGE 9/8 - 10/13	1,326.80	01680000	52277	HEATING GAS	479607	
	<u>1,326.80</u>					
WATER SERVICES						
LEAK SURVEY WTR MAIN, VALVES, HY	7,020.00	04201600	52244	MAINTENANCE & REPAIR	18079	20120060
	<u>7,020.00</u>					
WESTMORE SUPPLY CO						
CEMENT	465.00	06320000	53338	CONCRETE	R74154 10/18/11	
CONCRETE	344.00	06320000	53338	CONCRETE	R 74074	
CONCRETE	463.50	06320000	53338	CONCRETE	R74172	
	<u>1,272.50</u>					
	<u><u>320,358.62</u></u>					

The preceding list of bills payable totaling \$320,358.62 was reviewed and approved for payment.

Approved by:



Joseph Breinig Village Manager

Date: 11/4/11

Authorized by:

Pamela J. Fenner – Mayor Pro-Tem

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 11-7-2011

ADDENDUM WARRANTS October 18, 2011 thru November 7, 2011

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Oct 3 2011 thru Oct 16 2011	426,577.25
Water & Sewer	A C H	Charter One Bank	Payroll Oct 3 2011 thru Oct 16 2011	32,769.33
General	A C H	Charter One Bank	Payroll Oct 17 2011 thru Oct 30 2011	423,666.50
Water & Sewer	A C H	Charter One Bank	Payroll Oct 17 2011 thru Oct 30 2011	32,051.60
General	A C H	Ill Funds	Dupage Water Commission - Sept 2011	<u>240,053.91</u>
				<u>1,155,118.59</u>

Approved this _____ day of _____, 2011

By: _____
Pamela J. Fenner - Mayor-ProTem

Beth Melody - Village Clerk