

Village of Carol Stream

BOARD MEETING

AGENDA

MARCH 1, 2010

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES: Approval of the Minutes of the February 16, 2010 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

D. SELECTION OF CONSENT AGENDA:

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

E. BOARD AND COMMISSION REPORTS:

1. PLAN COMMISSION:

F. OLD BUSINESS:

G. STAFF REPORTS & RECOMMENDATIONS:

1. Award of Contract – Bulk Salt Purchase.

This item is a request to renew the Bulk Road Salt order through the Illinois Department of Central Management Services for the 2010-2011 snow season.

2. Contract Extension – Mr. Stico, Meter Reading.

Recommendation to extend the water meter reading contract with Mr. Stico for an additional five years with no rate increase.

3. Letter of Credit Reduction No. 1 – Carol Stream Park District Maintenance Facility, 280 Kuhn Road.

This item is a request by the Carol Stream Park District to reduce the irrevocable letter of credit from \$40,118.00 to a remaining balance of \$7,827.15 for work completed.

4. Award of Contract for Carnival Amusement Services.

Award of contract to Alpine Amusement for carnival amusement services at the Ross Ferraro Town Center from June 24-27, 2010.

5. Summer Concert Series Schedule of Entertainment – Request for Amplification Permit Variance.

Village of Carol Stream

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The Village requests an amplification permit for the 2010 Town Center event season to include outdoor music at 9 Thursday summer evening concerts and a 4-day carnival in June.

H. ORDINANCES:

1. Ordinance No. _____, Increasing the Retailers' Occupation Tax and Service Occupation Tax.
Ordinance to increase the Village's Home Rule Sales Tax rate by .25% to .75%.

I. RESOLUTIONS:

1. Resolution No. _____, Intergovernmental Agreement with Bloomingdale Township for Three Year Contract for Mosquito Control.
Staff recommends approval of an intergovernmental agreement with Bloomingdale Township to provide mosquito abatement services by Clarke Environmental Mosquito Management, Inc.
2. Resolution No. _____, Declaring Surplus Property Owned by the Village of Carol Stream.
This is a request by the Police Department to declare surplus property for disposal.
3. Resolution No. _____, Accepting a Plat of Easement for Sanitary Sewer and Water Main – Carol Stream Park District.
This resolution formalizes approval of the Village Board motion passed on February 16, 2010 to accept the easement in McCaslin Park which was dedicated to the Village by the Carol Stream Park District.

J. NEW BUSINESS:

1. Request from MI Homes for Feedback from the Village Board Regarding Possible Amendments to the Easton Park Annexation Agreement.
MI Homes is in negotiations with Lakewood Homes for the purchase of the remaining undeveloped Easton Park residential property. MI Homes desires feedback regarding certain suggested items to be included in possible future amendments to the annexation agreement for the property.
2. Report on Klein Creek Flood Plain Structure Buyout Project – Hazard Mitigation Grant Program (HMGP) Application.

Village of Carol Stream

BOARD MEETING

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This item is a report on the Village's HMGP application for the Klein Creek Flood Plain Structure Buyout Project where homeowners that have encountered flood damages may voluntarily elect to have their homes bought and demolished thereby removing the threat of future flood losses.

3. DuPage Organic Garden Club Plant Sale Request for Waiver of Town Center Rental Fee.

The DuPage Organic Garden Club is requesting a waiver of the fee to use the Town Center for their annual plant sale on Saturday, May 15, 2010.

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

L. REPORT OF OFFICERS:

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

M. EXECUTIVE SESSION:

1. Collective Negotiating Matters.

N. ADJOURNMENT:

LAST ORDINANCE: 2010-01-04

LAST RESOLUTION: 2459

NEXT ORDINANCE: 2010-03-05

NEXT RESOLUTION: 2460

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

February 16, 2010

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

Present: Mayor Frank Saverino, Trustees Anthony Manzzullo, Greg Schwarze, Matt McCarthy, and Rick Gieser
Absent: Trustees Don Weiss and Pam Fenner
Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorney Stewart Diamond, Village Clerk Beth Melody and Deputy Clerk Wynne Progar

Mayor Saverino led those in attendance in The Pledge of Allegiance.

MINUTES:

Trustee McCarthy moved and Trustee Schwarze made the second to approve the Minutes of the Meeting of February 1, 2010 as presented. The results of the roll call vote were:

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

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

NONE

CONSENT AGENDA:

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

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

Trustee McCarthy moved and Trustee Gieser made the second to put the following items on the Consent Agenda for this meeting. The results of the roll call vote were:

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

1. Tubeway Storm Water Lift Station – award of construction contract
2. Award of contract – Landscape Maintenance
3. Acceptance of Plat of Easement for Sanitary Sewer and Water Main- Carol Stream Park District
4. Resolution 2456: Declaring surplus property for disposal

5. Resolution 2457: For Improvement by Municipality Under IL Highway Code
6. Resolution 2458: Express Support-Red Light Camera Enforcement
7. Approved: Raffle License/Fee waiver CS Chamber of Commerce 3/11
8. Approved: Raffle License/Fee waiver CS Rotary Club 5/7
9. Regular Bills, Addendum Warrant of Bills, Treasurer's Report

Trustee Schwarze moved and Trustee Gieser made the second to approve the items on the Consent Agenda by Omnibus vote. The results of the roll call vote were:

Ayes: 4 Trustees Manzullo, Schwarze, McCarthy and Gieser
Nays: 0
Absent: 2 Trustees Weiss and Fenner

Trustee Schwarze noted that he had the Resolution regarding adopting Municipal Legislative Positions and Priorities for the 2010 Legislative Session taken off of the Consent Agenda because there are issues pertaining to Firefighters and he chooses to abstain.

Trustee McCarthy moved and Trustee Manzullo made the second to adopt Resolution 2459, A Resolution regarding adopting Municipal Legislative Positions and Priorities for the 2010 Legislative Session. The results of the roll call vote were:

Aye: 3 Trustees Manzullo, McCarthy, and Gieser
Nay: 0
Abstain: 1 Trustee Schwarze
Absent: 2 Trustee Weiss and Trustee Fenner

The following is a brief description of those items approved on the Consent Agenda.

Tubeway Storm Water Lift Station – award of construction contract:

The Board rejected all of the construction bids received on December 8, 2010 and instruct staff to rebid the project in accordance with the necessary requirements of the USEPA.

Award of contract – Landscape Maintenance:

The Board approved renewing the 3rd year of the landscape maintenance contract with TLC Landscaping, Inc at the unit costs specified in their proposal dated March 18, 2008.

Acceptance of Plat of Easement for Sanitary Sewer and Water Main-Carol Stream Park District:

The Board approved the Plat of Easement for Sanitary Sewer and Water Main- Carol Stream Park District.

Resolution 2456: Declaring surplus property for disposal:

The Board adopted Resolution 2456, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM.

Resolution 2457: For Improvement by Municipality Under IL Highway Code:

The Board adopted Resolution 2457, A RESOLUTION FOR IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE.

Resolution 2458: Express Support-Red Light Camera Enforcement:

The Board adopted Resolution 2458, A RESOLUTION EXPRESSING SUPPORT FOR CONTINUED MUNICIPAL AUTHORITY FOR RED LIGHT ENFORCEMENT.

Regular Bills, Addendum Warrant of Bills, Treasurer's Report:

The Board approved the payment of the Regular Bills in the amount of \$292,569.60.
The Board approved the payment of the Addendum Warrant of Bills in the amount of \$ 738,421.22.
The Board received the Treasurer's Report for the month ending January 31, 2010.

REPORT OF OFFICERS:

Trustee Manzzullo thanked Public Works for their great work during the last heavy snow. He congratulated all of the Citizen of the Year winners and all of the volunteers that were nominated. Trustee Manzzullo asked everyone to pray for our troops and there families.

Trustee McCarthy also congratulated the Citizen of the Year winners and said that there should be more volunteers nominated. He thanked Public Works for a great job with the snow and said that when the earthquake happened, he first thought a snow plow had hit the house at 4AM. Trustee McCarthy reminded parents to sign their kids up for sports.

Trustee Gieser said that since we have come through heavy snow storms and an earthquake that maybe this will be the year that the Cubs win the series. He commented that we are still looking for funding for the Thursday night concerts. Currently there is enough funding for 7 of the 9 concerts and asked for all of the businesses in the Village to find a way to sponsor these community events

Trustee Schwarze reminded everyone that the Census 2010 will be starting in March and reminded everyone to fill out and return the forms when they arrive. He said for every resident that returns the Census form the Village will receive a total of \$1400 over ten years. Trustee Schwarze concluded by asking everyone to Shop Carol Stream.

Attorney Diamond said the he would also ask everyone to Shop Carol Stream and added that the community has several great restaurants to go to.

Mayor Saverino said that if people did not vote in the Primary election then who ever is elected in the Fall, the non-voters have nothing to complain about since their vote could have made a difference. He noted that if people don't vote for senators and representatives, we will continue to have the situations that are beyond bizarre, as in the bill that has been introduced to penalize the communities who have opted out of allowing video poker requirement. The bill that has been introduced would penalize the "opt out" communities and the community would have to pay, as a penalty, whatever amount that would have been made by the machines. This ridiculous proposal is the perfect example of why voters should be making choices of which legislatures should be voted out and which retained.

At 8:20 p.m. Trustee McCarthy moved and Trustee Schwarze made the second to adjourn. . The results of the roll call vote were:

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

FOR THE BOARD OF TRUSTEES

Frank Saverino, Sr. Mayor

Beth Melody, Village Clerk

AGENDA ITEM

6-1 3-1-10

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Joseph E Breinig, Village Manager

THROUGH: John A Turner, Director of Public Works

FROM: Matthew R York, Assistant Director of Public Works *MR*

DATE: February 22, 2010

RE: Bulk Salt Purchase

In a letter dated February 16, 2010, the Village of Carol Stream has received notice from the Illinois Department of Central Management Services (CMS) that application to join the Annual Purchase of Bulk Road Salt through the State.

Last year the Village requested to be a part of the CMS road salt purchase program. CMS accepted the Village's request for 4000 tons of Road Salt and went out to competitive bid for a company to supply the salt to the Village of Carol Stream.

This year the Village is eligible for to renew the contract that we are currently utilizing. By accepting the renewal option, our current price of \$65.28/ton may be increased up to 5% through negotiations between the vendor and CMS. All other terms and conditions of the contract will remain the same as the current year's contract, with the exception that we can resubmit quantities up to 20% increase over the current year contract.

At this time the Village would ask the Board to approve the renewal application for Bulk Road Salt Purchase through CMS. The Village will be ordering 3500 tons of salt, and will be allowed to purchase up to 4200 tons at the approved rate. The price for salt will not to exceed 5% of the current year price, or \$68.544/ton.

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Stan W. Helgerson, Finance Director *SWH*
DATE: February 17, 2010
RE: Contract Extension – Mr. Sitco, Meter Reading

Scott Maxwell with Mr. Sitco, has agreed to extend the current contract rate of \$.30/meter read for the next 5 years. In essence, this would mean that the Village paid \$.30/meter read for a 10-year period without any increase.

Mr. Sitco has done a good job for the Village over the last five years and has always met our timing requirements. I would recommend that the Village Board approve this proposed contract extension for the next 5 years.

If you have any questions, please see me.

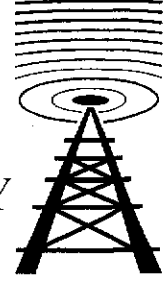
cc: Dawn Damolaris, Assistant Finance Director



MR SITCO

METER READING SOFTWARE

INSTALLATION AND TRAINING COMPANY



Village of Carol Stream
Attn Stan
500 Gary Ave
Carol Stream, IL

Stan,

Per our conversation last week, we are please to extend the current contract for
Five years at the present rate of 30 cents per read.

Please sign and date below and return to us to accept this extension for another (5)
years.

Thank you for your business we truly appreciate it.

Sincerely,

Scott Maxwell
MR SITCO, Inc.
FID# 20 1810449

Approved by: _____

Date accepted _____

P. O. Box 303 1108 9th Street Highland, IL 62249
Office: 618-651-0205

Village of Carol Stream 6-3 3-1-10
Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: 2/23/2010

RE: Reduction No. 1 - Carol Stream Park District Maintenance Facility

The Carol Stream Park District has submitted Reduction Request No.1 for a reduction in letter of credit no.HACH221606OS for improvements in the above project. The applicable amount of reduction should be \$32,290.85 as indicated below.

Total security originally provided	\$40,118.00
Adjusted security at 115% of estimate	\$60,008.15
Difference	(\$19,890.15)
Total work completed to date	\$52,181.00
Total additional reduction (see worksheet)	\$0.00
Total authorized reduction from original security	\$32,290.85
Amount previously authorized	\$0.00
Amount of this reduction	\$32,290.85
Remaining balance of the security	\$7,827.15

All the work as shown on the reduction request has been completed per the approved plans and Village specifications. Therefore, the letter of credit may be reduced as shown.

dh

**VILLAGE OF CAROL STREAM
ENGINEERING SERVICES DEPARTMENT
ENGINEER'S PAY ESTIMATE**

PROJECT: **Carol Stream Park District Maintenance Facility**

ESTIMATE AMOUNT:	\$52,181.00	PAYABLE TO: Carol Stream Park District
BOND AMOUNT:	\$40,118.00	
115% OF ESTIMATE:	\$60,008.15	
DIFFERENCE:	(\$19,890.15)	
DATE OF ESTIMATE:	8/21/2007	LETTER OF COMMITMENT NO.: HACH221606OS
ESTIMATE NUMBER:	1	

PERCENT	DESCRIPTION	100% PRICE	TOTAL
100 %	Earthwork	\$17,296.00	\$17,296.00
100 %	Storm Sewer	\$34,885.00	\$34,885.00
			\$0.00
TOTAL AMOUNT APPROVED TO DATE:			\$52,181.00
ADDITIONAL AMOUNT AUTHORIZED DUE TO CHANGE IN LOC POLICY:			(\$19,890.15)
ADDITIONAL (COMMENT):			\$0.00
TOTAL REDUCTION:			\$32,290.85
LESS PREVIOUS REQUESTS: (ENTER AS NEGATIVE)			\$0.00
AMOUNT NOW DUE:			\$32,290.85

I/WE HEREBY CERTIFY THAT THE ABOVE QUANTITIES ARE CORRECT AND DESERVE PAYMENT AT THIS TIME:

VILLAGE OF CAROL STREAM

Village Manager

Date

Village Engineer

Date

DEVELOPER

Company

Name

Date

AGENDA ITEM

G-4 3-1-10

Village of Carol Stream

INTER-DEPARTMENTAL MEMO

TO: Mayor and Board of Trustees

FROM: Robert Mellor, Assistant Village Manager *Rm*

DATE: February 18, 2010

RE: Consideration of Carnival Amusement Services – 2010

Alpine Amusement has provided carnival services for the 4-day Summer-in-the-Center event for the past 6 years and has expressed interest in providing similar services this year in lieu of the Summer-in-the-Center and Oktoberfest events. Terms of the agreement would be similar to prior agreements with Alpine and would include the following provisions:

- Sharing of 25%-30% of the amusement revenues with the Village
- \$125 fee for each game and concession booth
- Special \$15 unlimited ride periods
- Full compliance with the Village Code relating to carnival amusements

The schedule for the proposed carnival would be as follows:

- Thursday, June 24 from 6:00 p.m. – 10:00 p.m. (a concert is tentatively scheduled for the evening on this date)
- Friday, June 25 from 6:00 p.m. – 11:00 p.m.
- Saturday, June 26 from Noon – 11:00 p.m. (the Bud Swanson Memorial run is scheduled for the morning on this date and should not conflict with a carnival afternoon starting time)
- Sunday, June 27 from 1:00 p.m. – 10:00 p.m.

A carnival could help offset some of the costs of the summer concert series and provide an event at the Town Center during June which is when we previously held the Summer-in-the-Center event. A concert is scheduled for the Thursday night and the Bud Swanson Memorial run is scheduled for Saturday, June 26 but it is a morning event. Neither event should conflict with the carnival and may well increase carnival attendance.

We anticipate minimal staffing for this event as the carnival will be responsible for garbage pickup and removal. No Public Works employees will be needed. We also plan to use Police Department volunteers to reduce our police staffing costs. Our share of carnival ride revenues should offset our cost to staff the event. If, however, attendance is low we may not be able to recoup all of our staff costs of approximately \$4,500 for the carnival. In light of the successful relationship we have had with Alpine Amusements over the past 6 years **staff recommends entering into an agreement with Alpine Amusement Company to provide carnival services for June 24, 2010 through June 27, 2010 per the terms of the attached agreement.**

Cc: Joseph E. Breinig, Village Manager

ALPINE AMUSEMENT CO. INC.

2648 Wild Timothy Road, Naperville IL 60564

Phone: 630-922-3188

Fax: 630-922-0589

This agreement made this 1st day of March, 2010, by and between Alpine Amusement Co., Inc., Party of the First Part and the Village of Carol Stream, Party of the Second Part. Party of the Second Part agrees to furnish a location for the erection and operation of a combination of rides, shows and concessions known as Alpine Amusement Co., Inc. Party of the Second Part also agrees to furnish and pay for any Village tax, permits or licenses that may be required for operation, and for all water, lot and street privileges necessary for operating, conducting, and placing of all attractions and concessions (the location must be mutually agreeable and acceptable to both parties).

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

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

IN CONSIDERATION OF THE ABOVE, Party of the First Part agrees to furnish, present and operate rides, concessions, and attractions at The Ross Ferraro Town Center for a period of 4 days, starting June 24, 2010 and ending June 27, 2010 for a carnival event. To pay the Second Part the sum of \$125 for each food or concession or game booth operated on the grounds during the engagement. Any concession or booth closed or unable to operate shall pay pro rata for actual days operated. To pay the Party of the Second Part (25% from \$0-\$50,000 and 30% from \$50,001 and over) the gross receipts from monies derived from the sale of admission tickets at any attractions and rides after usual Government Taxes, Midway Insurance and State and City sales tax and amusement tax, if applicable, are deducted.

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

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

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

REMARKS:

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

UNLIMITED RIDE SPECIAL \$15.00/PERSON, THURSDAY 6:00 p.m. -10:00 p.m., SATURDAY, AND SUNDAY 1:00 p.m. -5:00 p.m. Hours of event will be: Thursday 6:00 p.m. -10:00 p.m., Friday 6:00 p.m. -11:00 p.m., Saturday 1:00 p.m. - 11:00 p.m. and Sunday 1:00 p.m. - 10:00 p.m.

IT IS FURTHER UNDERSTOOD AND AGREED:

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

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

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

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

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

IN WITNESS WHEREOF, we set our hands and seals in good faith this 1st day of March, 2010.

VILLAGE OF CAROL STREAM

ALPINE AMUSEMENT CO., INC.

By: _____
Party of the Second Part

By: _____
Party of the First Part

Void if not returned by March 15, 2010.

ADDENDUM "A"

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

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

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

Alpine Amusement Co., Inc. agrees to work with the Village to provide a "No-Charge" disability/physically challenged program to take place on Saturday, June 26, 2010 from 11:00 a.m. to 1:00 p.m.

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

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

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

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

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

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

Alpine Amusement Co., Inc. ticket and concession prices shall not exceed those prices charged at its other events in 2010.

Village of Carol Stream
Interdepartmental Memo

DATE: February 24, 2010

TO: Joseph E. Breinig, Village Manager

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

RE: Amplification Permit Application – 2010 Town Center Event Season

Chapter 15, Article 5 of the Village Code of Ordinances (Miscellaneous: Amplification Permit) requires any party seeking to play amplified music that can be heard over a public street or public property to first obtain an amplification permit from the Village. As is our custom, the Village has submitted an amplification permit application seeking formal Village Board approval to play amplified music on 16 dates at the Ross Ferraro Town Center this summer event season. The subject dates include 9 Thursday Summer Concerts, the Annual Toys for Tots Car Charity Car Show, a 4-day Carnival in late June and a proposed 2-date Teen Music Festival (Last Fling) in late August that is presently under consideration.

Please include this permit application on the formal March 1, 2010 agenda for the Village's Board consideration.

2010 Town Center Event Schedule

Day	Date	Time(s)	Event
Saturday	05/08/10	9 am - Noon	Earth Day Electronics Collection Event
Thursday	06/10/10	7 - 9 pm	KICK-OFF Concert #1 - SODA
Thursday	06/17/10	7 - 9 pm	Concert #2 - Soul Cookin
Thursday	06/24/10	7 - 9 pm	Concert #3 - Midway Ramblers
Thursday	06/24/10	6 - 10 pm	Carnival - Day 1
Friday	06/25/10	6 - 11 pm	Carnival - Day 2
Saturday	06/26/10	Noon - 11 pm	Carnival - Day 3
Sunday	06/27/10	Noon - 10 pm	Carnival - Day 4
Saturday	07/03/10	8:30 - 10 pm	Independence Day Fireworks Extravaganza
Thursday	07/08/10	7 - 9 pm	Concert #4 - John Lennon Tribute
Thursday	07/15/10	7 - 9 pm	Culture Counts Festival Concert #5 - Banda Rika
Thursday	07/22/10	7 - 9 pm	Concert #6 - Johnny Russler & Beach Bum Band
Sunday	07/25/10	10 am - 3 pm	Vintage Car & Rod Charity Car Show
Thursday	07/29/10	7 - 9 pm	Concert #7 - Tin Horse
Thursday	08/05/10	7 - 9 pm	Concert #8 - Bill O'Connel & the Skyliners
Thursday	08/12/10	7 - 9 pm	Concert #9 - Spoken Four
Thursday	08/19/10	7 - 9 pm	OPEN DATE - ONLY if a Rain Out gets Rescheduled
Friday	08/20/10	6- 10:30 pm	Teen Music Festival - Day 1 - Under Consideration
Saturday	08/21/10	6 - 10:30 pm	Teen Music festival - Day #2 - Under Consideration



Village of Carol Stream

Sound Amplifier Permit Application



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

Applicant Name: Village of Carol Stream

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

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

Organization Name: Same as above

Organization Address: Same as above

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

Address Where Sound Amplifier Device Will Be Used:

Ross Ferraro Town Center - 110 W. Lies Road

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

9 Thursday Summer Concerts * 1 Car Show

4-Day Carnival - - * 1-2 Day Teen Music Festival

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

See attached Schedule for times and dates of 2010 Town Center Events.

PERMIT FEE:

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

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

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Stan W. Helgerson, Finance Director *SWH*
DATE: February 18, 2010
RE: Increase in Home Rule Sales Tax Rate

As a result of the significant decline in the Village's key revenue sources, the Village has had to implement several cost cutting measures. In FY09, the operating budget was reduced by \$1.1 million. In FY10, the operating budget was reduced by an additional \$1.35m. The key revenues have continued to decline and even after making these budget reductions, it is anticipated that FY10 will end in a deficit position of approximately \$2.0m and the projection for FY11 is a deficit of \$2.3m.

To further address the projected deficit, the Village Board held 5 budget workshops. As a result of these workshops, it was determined that the following changes would be implemented:

1. New Revenues:
 - increase the Home Rule Sales Tax by .25%. The projected revenue increase is estimated to be \$1,072,000.
 - implement a towing fee resulting in projected revenues of \$350,000.
2. Expenditures:
 - further reduce the operating budget by \$697,700. \$400,000 of this reduction would be as a result of a voluntary separation program in which it is anticipated that several positions would not be filled.

Attached is the ordinance that would increase the Village's Home Rule Sales Tax by .25%, taking it up to .75%. This ordinance must be approved and delivered to the Illinois Department of Revenue (IDOR) prior to April 1st for it to go into effect on July 1st.

Once approved, I will forward a certified copy to IDOR and request a written confirmation that they have received it and will be implementing the change as of July 1st.

If you have any questions, please see me.

ORDINANCE NO. _____

**AN ORDINANCE OF THE MAYOR AND BOARD OF TRUSTEES
OF THE VILAGE OF CAROL STREAM
INCREASING THE RETAILERS' OCCUPATION TAX AND
SERVICE OCCUPATION TAX**

WHEREAS, the Village of Carol Stream is an Illinois municipal corporation under the laws of the State of Illinois; and

WHEREAS, the Village of Carol Stream is a home rule municipality as defined by Article VII of the Illinois Constitution; and

WHEREAS, pursuant to Section 8-11-1 and 8-11-5 of the Illinois Municipal Code, 65ILCS 5/1-1-1 et seq., the Village of Carol Stream may impose a retailers' occupation tax and a service occupation tax.

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: RETAILERS' OCCUPATION TAX IMPOSED: A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property at retail ("retailer") in the Village, at the rate of three quarters of one percent (0.75%) of the gross receipts from each sale made in the course of such business while this Section is in effect, in accordance with the provisions of 65 Illinois Compiled Statutes 5/8-11-1 of the Illinois Municipal Code, and all amendments of or to said section.

SECTION 2: SERVICE OCCUPATION TAX IMPOSED. A tax is hereby imposed upon all persons engaged in the business of making sales of services ("servicer") in the Village at the rate of three quarters of one percent (0.75%) of the cost price of all tangible personal property transferred by said servicemen either in the form of tangible personal property or in the form of real estate as an incident to a sale of service, in

accordance with the provisions of 65 Illinois Compiled Statutes 5/8-11-5 of the Illinois Municipal Code, and all amendments of or to said section.

SECTION 3: REPORT: Every retailer or servicer required to account for Municipal Service Occupation Tax for the benefit of the Village shall file, on or before the twentieth day of each calendar month, the report to the Illinois Department of Revenue required by Section 9 of the "Service Occupation Tax Act" of the State of Illinois, 35 ILCS 115/1 et seq., and shall file a duplicate of such report with the Village Clerk.

SECTION 4: PAYMENT TO STATE: At the time such report is filed, there shall be paid to the Illinois Department of Revenue the amount of tax hereby imposed.

SECTION 5: COLLECTION BY STATE: The taxes hereby imposed and all civil penalties that may be assessed as an incident thereto shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this ordinance.

SECTION 6: EFFECTIVE DATE: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 1ST DAY OF MARCH 2010.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Staff Recommended/Implemented Reductions - FY 10

• Staffing	
-- PWE II	84,859
-- Emergency Services Director	95,379
-- Police Officer	66,394
• Plan Commission	2,850
• Emergency Services	30,963
• Village Clerk	400
• Administration	3,800
• Employee Relations	12,680
• Finance	2,925
• Engineering	7,985
• Community Development	70,200
• Management Services	29,130
• Police	573,258
(\$458,208 were the radios)	
• Streets	241,000
• Municipal Building	25,000
• Town Center	<u>107,700</u>
	\$1,354,523

FY 2010 – At a Glance

Budget as approved:	(\$1,385,690)
Revenue Impacts:	
• Rental Licensing	(195,000)
• ATLE (Net)	(200,000)
• Sales Tax - 85%	(1,377,240)
• Com Ed - 91.2%	(163,544)
• Telecom - 85.4%	(275,881)
• Income Tax (\$90.50 to \$77 per capita)	(549,963)
• Transfer Tax	100,000
• Interest Income	(175,000)
Implemented Budget Reductions	<u>\$2,162,120</u>
Projected 4/30/2010	(\$2,060,198)

FY 2011

Budget as Proposed: (\$1,875,180)

Revenue Impacts:

- **Sales Tax - 85%** (1,304,376)
- **Com Ed - 91.2%** (164,196)
- **Telecom - 85.4%** (292,524)
- **Income Tax (\$77/capita)** (558,225)
- **Transfer Tax** 100,000
- **ATLE (Net)** (100,000)
- **Interest Income** (110,980)

Net Reduction in Expenditures \$1,991,267

(\$2,314,214)

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
BLOOMINGDALE TOWNSHIP AND THE VILLAGE OF CAROLSTREAM PROVIDING
FOR A THREE-YEAR CONTRACT FOR MOSQUITO CONTROL**

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

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

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

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

PASSED AND APPROVED THIS 1ST DAY OF MARCH 2010.

AYES:

NAYS:


ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager
FROM: John A. Turner, Director of Public Works 
DATE: February 24, 2010
RE: Mosquito Abatement Program

Attached for consideration by the Village Board is a proposed intergovernmental agreement with Bloomingdale Township to share in the cost of mosquito abatement services to be provided by a three-year contract with Clarke Environmental Mosquito Management, Inc. Clarke Mosquito Management and Bloomingdale Township have been providing this service for years; the difference is that the intergovernmental agreement seeks to formalize the cost sharing arrangements. For the last several years, Bloomingdale Township has been able to pay 100% of the cost of these services, but now is requesting participation by the various communities within the township. Within the IGA, the Township is proposing that they will pay 90% of the Village's cost in 2010, 30% of our cost in 2011, and 50% of our cost in 2012. For comparison sake, Wayne Township has been paying 10% of the Village's cost of mosquito abatement for the last several years.

The proposed IGA has been reviewed by Stewart Diamond, the Village Attorney. He has pointed out that the original proposed agreement did not have any type of expiration to it. Additionally, the contract between Clarke Environmental Mosquito Management and Bloomingdale Township automatically renews at the end of the three-year contract. Stewart Diamond recommended wording be added to the intergovernmental agreement that would limit the Village of Carol Stream's agreement to the initial three-year term. Bloomingdale Township has agreed to this wording, which has been inserted into the final agreement.

Clarke Environmental Mosquito Management has been providing the mosquito abatement program throughout our area for many years. I do not believe that the Village could find any more cost-effective program and certainly could not conduct the program itself for the cost, especially considering Bloomingdale Township's proposed participation. It is, therefore, my recommendation that the intergovernmental agreement with Bloomingdale Township be approved.

JAT:lm
att.

Agreement


THIS AGREEMENT made the 27th day of January by and between Bloomingdale Township located in DuPage County, Illinois, a unit of local government as established under the laws of the State of Illinois and hereinafter referred to as the "Township"; and the Village of Carol Stream located in DuPage County, Illinois, a municipality as established under the laws of the State of Illinois and hereinafter referred to as the "Village" and

WHEREAS, the Township and Village as adjoining units of local government wish to cooperate in providing mosquito control benefits to the electors or voters of their respective units of local government pursuant to the State of Illinois Constitution of 1970, Article VII, Section 10 of the State of Illinois and Ill. Rev. Stat. 1983, Chapter 127, Section 741 et al; and

WHEREAS, in order for both parties to benefit in the economies of large scale mosquito abatement programs; and

WHEREAS, the Village is located within the Township so that effective mosquito abatement for the Township is possible only if the adjoining areas within the municipality are effectively treated; and

NOW, THEREFORE, for the consideration as hereinafter contained, the Township and Village hereby agrees as follows:

- 1.  The Township has negotiated a contract with Clarke Environmental Mosquito Management, Inc. for providing mosquito abatement service for the 2010-2012 seasons including an automatic renewal clause for the Township including areas within the boundaries of the Village. Said contract shall be substantially the same as the attached

Client Agreement and Authorization, but the obligations of the Village of Carol Stream shall only apply to the Initial Term which shall end on December 31, 2012.

2. The Village agrees to be liable for ten (10%) percent of the cost for mosquito abatement provided within the boundaries of the Village only up to a ceiling amount of \$6,102.00 for the 2010 season. The Village agrees to be liable for thirty (30%) percent of the cost for mosquito abatement provided within the boundaries of the Village only up to a ceiling amount of \$19,221.00 for the 2011 season. The Village agrees to be liable for fifty (50%) percent of the cost of said contract for mosquito abatement provided within the boundaries of the Village only up to a ceiling amount of \$33,638.00 for the 2012 season. The Village agrees to be liable for fifty (50%) percent of the cost for mosquito abatement provided within the boundaries of the Village for any subsequent renewal term.
3. The Village shall within thirty (30) days of invoicing by Clarke, pay said share of the cost of said service subject to the cost limitations as set forth above.
4. The rights and obligations of each party under this Agreement shall not be transferable or assignable without the prior written consent of the opposite party.
5. This Agreement contains the entire agreement of the parties and any amendment or modification, in order to be effective, must be in writing signed by the party against whom any waiver, charge, or discharge is sought.

IN WITNESS WHEREOF, the parties have executed this Agreement mentioned and attached hereto a copy of the Resolution or Ordinance passed by the local government

unit authorizing the execution of this Agreement by the proper officer of the local government unit.

Village of Carol Stream

Bloomington Township

By: _____
Name and Title: _____
Date: _____

By: _____
Name and Title: _____
Date: _____

Attest: _____
Name and Title: _____
Date: _____

Attest: _____
Name and Title: _____
Date: _____

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 dispose of the surplus property.

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal on Ebay.

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 1ST DAY OF MARCH 2010.

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Chief Kevin Orr 

DATE: February 23, 2010

RE: The police department requests that the Village Board declare two seized vehicles as surplus so that they can be sold at auction through Ebay.

The two seized vehicles below have been awarded to the Village via Article 36 seizure laws of the Illinois Compiled Statutes. I would like the vehicles declared as surplus so that they can go to auction.

1- 1995 Pontiac
2- 1996 Mercury

Vin-1G2WJ12M35F239348
Vin-1MELM50U9TG614248

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT OF SANITARY AND
WATER MAIN EASEMENT
(CAROL STREAM PARK DISTRICT)**

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: Approval is hereby given to a Plat granting a Sanitary and Water
Main Easement from the Carol Stream Park District, for the purposes of public
utilities for sanitary sewers and water mains whereby the Village has very broad rights
to construct, repair, operate or maintain these public utilities on private property. The
Plat of Public Utility Easement is attached to this Resolution as Exhibit "A".

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 1st DAY OF MARCH 2010

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer 

DATE: February 9, 2010

RE: Acceptance of Plat of Easement for Sanitary Sewer and Water Main - Carol Stream Park District

A pre-annexation agreement for McCaslin Park on North Avenue was approved by the Village Board on January 19th. As part of the project to provide water service to the area, an easement for water and sewer along North Avenue is to be dedicated.

It provides a 25' strip of land for future water main and sanitary sewer. The water main will connect to the main installed by Wheaton Bible Church on the east, and provide future service to the west. Staff is continuing to acquire easement and rights-of-way west of McCaslin Park.

The plat has been reviewed by staff and signed by the Park District; therefore we recommend it be accepted and approved by the Village Board.

Cc: James T. Knudsen, Director of Engineering Services
Al Turner, Director of Public Works

PLAT OF EASEMENT

SANITARY & WATERMAIN EASEMENT LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 0, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF NORTH AVENUE PROPERTY ASSESSMENT PLAT, RECORDED JULY 30, 1986 AS DOCUMENT #1998-12566, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 28220, 28201 AND 134633; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 18.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 28.38 FEET; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 110.78 FEET; THENCE SOUTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 67.29 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH AVENUE; THENCE SOUTH 81 DEGREES 15 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 502.25 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 0, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 2 OF NORTH AVENUE PROPERTY ASSESSMENT PLAT, RECORDED JULY 30, 1986 AS DOCUMENT #1998-12566, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 28220, 28201 AND 134633; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 18.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 28.38 FEET; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 110.78 FEET; THENCE SOUTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 67.29 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH AVENUE; THENCE SOUTH 81 DEGREES 15 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 502.25 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

SANITARY & WATERMAIN EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS, WHICHEVER EASEMENT IS INDICATED BY A DASHED LINE AND MARKED "SANITARY & WATERMAIN EASEMENT", "EASEMENT PREMISES", TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND RENEW ITS SANITARY SEWER, WATER MAIN AND/OR FORCE MAIN AND ALL OTHER APPURTENANCES OR FACILITIES WHICH MAY BE USED IN CONNECTION WITH THE SANITARY MAIN OR WATER MAIN AND TO EXCAVATE BENEATH THE SURFACE THEREOF FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING OR RENEWING ANY SANITARY MAIN OR WATER MAIN. ANY EXCAVATION OR OTHER WORK INVOLVING AN OPENING OF ANY PORTION OF THE EASEMENT PREMISES AND ANY LAND ADJACENT THERETO TO BE AFFECTED SHALL BE COMPLETED IN A REASONABLE TIME AND AFTER COMPLETION OF SAID EXCAVATION OR OTHER WORK, THE SURFACE OF SUCH PORTION OF THE EASEMENT PREMISES AND ADJACENT LAND SHALL BE RESTORED AT THE VILLAGE'S EXPENSE AND IN A PROMPT MANNER TO THE CONDITION AS BEFORE SAID OPENING. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON THE EASEMENT PREMISES, BUT THE SAME MAY BE USED FOR GARDENS, SWIMMING, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE THEREAFTER WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED AND PROVIDED THE ESTABLISHED GROUND ELEVATIONS REMAIN UNCHANGED ON THE EASEMENT PREMISES.

TEMPORARY CONSTRUCTION EASEMENT PROVISIONS

A TEMPORARY CONSTRUCTION EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF CAROL STREAM, ILLINOIS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN OR UPON, ACROSS, OVER, UNDER AND THROUGH THE AREA SHOWN BY A HEAVY DASHED LINE AND LABELED "TEMPORARY CONSTRUCTION EASEMENT" HEREON DRAWN FOR THE PURPOSE OF CONSTRUCTION OF SAID SANITARY & WATERMAIN UTILITIES. THE TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE UPON COMPLETION AND ACCEPTANCE OF THE PROPOSED CONSTRUCTION ACTIVITIES AND IMPROVEMENTS.

AREA OF SANITARY & WATERMAIN EASEMENT
29,260 SQ. FT.
0.672 ACRES

AREA OF TEMPORARY EASEMENT
11,133 SQ. FT.
0.258 ACRES

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.
I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID PROPORTIONED TAXES, AND NO REDEMPTIBLE TAX ASSESSMENT ANY OF THE UNRECORDED PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

DUPAGE COUNTY CLERK (REAL)
DATED THIS _____ DAY OF _____, 20____.

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.
THIS INSTRUMENT OF DUPAGE COUNTY ILLINOIS, ON THE _____ DAY OF _____ A.D. _____ AT _____ O'CLOCK _____ M., WAS FILED FOR RECORD IN THE RECORDER'S OFFICE.

DUPAGE COUNTY RECORDER (REAL)

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.
THIS IS TO CERTIFY THAT _____ IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED, AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN HAS CAUSED AND DOES HEREBY ACKNOWLEDGE AND ACCEPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

BY: _____ ATTEST: _____
TITLE: _____ TITLE: _____

DATED THIS _____ DAY OF _____, 20____.

NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF _____) S.S.
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT _____ ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARY SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC (REAL)

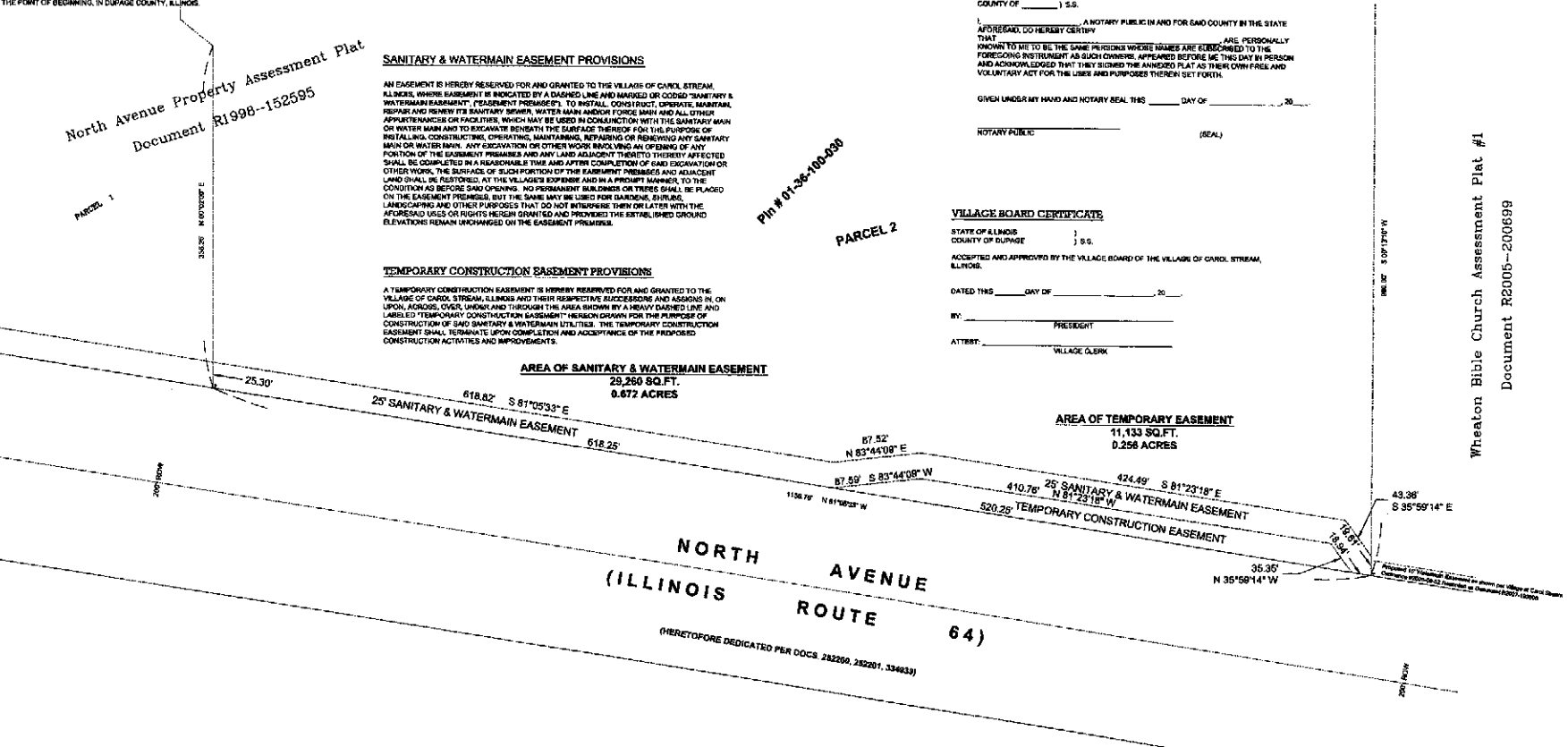
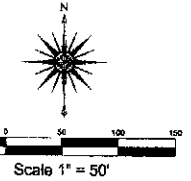
VILLAGE BOARD CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPage) S.S.
ACCEPTED AND APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF CAROL STREAM, ILLINOIS.

DATED THIS _____ DAY OF _____, 20____.

BY: _____ PRESIDENT

ATTEST: _____ VILLAGE CLERK



STATE OF ILLINOIS)
COUNTY OF McHENRY)
I HEREBY CERTIFY THAT I HAVE PREPARED THIS PLAT OF THE PARCEL OF LAND DESCRIBED ABOVE BASED ON EXISTING SURVEY INFORMATION. THE PLAT HEREON SHOWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
BAXTER & WOODMAN CONSULTING ENGINEERS
DATE: **DRAFT**
ANTHONY BANCHEK, P.L.S., P.E.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-08063



"LICENSE EXPIRES 11-30-08"

MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/2008

- LEGEND**
- SET IRON PIPE
 - - - FOUND IRON PIPE
 - CURED IN CONCRETE
 - MOVEMENT
 - FENCE
 - MEASURED DISTANCE
 - RECORDED DISTANCE
 - RIGHT OF WAY

PLAT OF EASEMENT

BAXTER & WOODMAN
Consulting Engineers
1155-00000
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS

Barter & Woodman
Crystal Lake, Illinois 815.468.1860

NR 0300800-0000 - Crystal Lake, Ill. 60111
Phone: 815-468-1860 • Fax: 815-468-1860

DRAWN BY: AEB	DATE	REVISIONS
CHECKED BY: AEB		
S.T.-1: 36-40-0	SCALE: 1" = 50'	JOB NO. 070987
CLIENT: Village of Carol Stream		

Wheaton Bible Church Assessment Plat #1
Document R2005-200699


NORTH AVENUE PROPERTY ASSESSMENT PLAT, RECORDED JULY 30, 1986 AS DOCUMENT #1998-12566, SAID POINT OF BEGINNING ALSO BEING THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 36 AND THE NORTH LINE OF NORTH AVENUE (STATE ROUTE 64) HERETOFORE DEDICATED PER DOCUMENTS 28220, 28201 AND 134633; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 18.84 FEET TO THE POINT OF BEGINNING; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 28.38 FEET; THENCE NORTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 110.78 FEET; THENCE SOUTH 81 DEGREES 15 MINUTES 33 SECONDS WEST, 67.29 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH AVENUE; THENCE SOUTH 81 DEGREES 15 MINUTES 33 SECONDS EAST, ALONG SAID NORTH LINE, 502.25 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.


AGENDA ITEM

Village of Carol Stream J-1 3-1-10

Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager

FROM: Donald T. Bastian, Assistant Community Development Director 

THROUGH: Robert J. Glees, Community Development Director 

DATE: February 25, 2010

RE: **Agenda Item for the Village Board Meeting of March 1, 2010:
MI Homes' Request for Village Board Feedback Regarding
Possible Amendments to the Easton Park Annexation Agreement**

PURPOSE

The purpose of this memorandum is to coordinate with the Village Board a request by MI Homes to obtain feedback from the Board regarding aspects of the *Easton Park* annexation agreement which they may seek to amend.

DISCUSSION

Staff has had several meetings and discussions with representatives from MI Homes over the past few months regarding their possible purchase of the remainder of the *Easton Park* Subdivision. MI Homes is at the end of their due diligence period, and they have indicated that, should they move forward with the purchase of the property, they intend to request certain amendments to the current annexation agreement between the Village and Lakewood Homes. At MI Homes' request, staff has published a legal notice that would allow the Village Board to conduct a public hearing regarding proposed annexation agreement amendments at their March 15, 2010, meeting. Draft amendments to the annexation agreement are not yet ready for Village Board review, however.

Due to the stage they are at in their property purchase negotiations, MI Homes has requested an opportunity to gauge the Village Board's receptiveness to the main points they would be seeking to modify in the annexation agreement, prior to the March 15 Village Board meeting. Below is a summary of each point.

- 1. North Avenue Traffic Signal Recapture Agreement** – MI Homes has requested that the Village consider adopting a recapture ordinance, through which the property owners who would benefit from the traffic signals to be installed on North Avenue at Bennett Drive would be required to contribute toward the cost of the signals. The current annexation agreement places the entire cost obligation for the traffic signals on the "Developer", which at the time the agreement was approved was solely Lakewood Homes. Lakewood has since sold the commercial portion of the

project, and the agreement contains language stipulating that the obligations of the agreement shall also be applicable to any future owner or developer. Based on the current annexation agreement language, it is not clear how the signal cost would be shared by the two current property owners. As an aside, the agreement states that the Village would discuss the signals with the property across North Avenue (Windsor Park Manor) and request that Windsor Park pay up to 25% of the signal cost. MI Homes has had conversations with Windsor Park and has reported that they have agreed to contribute up to \$150,000 toward the cost of the signals.

Staff does not object to the general concept of the traffic signal costs being borne by benefiting property owners. However, given the lack of clarity as to how the signal costs would currently be shared, at this time staff cannot recommend that the Village embark on the process of establishing a recapture ordinance. After further research and discussion, as well as input from the property owners that are subject to the current agreement, it is possible that staff could support a recapture ordinance or some other means of more clearly assigning traffic signal cost responsibilities.

- 2. Hold Fees at Current Levels for Five Years** – MI Homes has requested that the Village consider freezing all applicable permit fees for a period of five years from the date that they purchase the property. As you know, staff is very close to recommending a new building permit fee schedule. The draft fee schedule currently under review recommends an increase in the non-impact related building permit fees (i.e. fees other than those paid to the school, park and library districts).

The current annexation agreement does not freeze or lock building permit fees, water and sewer service connection fees, engineering review fees, legal review fees, impact fees or other fees and costs. On the contrary, the agreement contains language stating that fees and costs shall be payable by the Developer in accordance with the annexation agreement and existing Village Ordinances, *subject to such increases as may be contained in ordinance amendments from time to time provided that no such increases shall apply to the subject property unless they apply to the Village generally.*

The issue of whether to lock the fees for some period of time is a policy decision regarding which MI Homes would like to receive feedback from the Village Board. Our research indicates that the Village has not historically locked permit fees for residential developments in annexation agreements.

- 3. Reduction of Letter of Credit/Acceptance of Public Improvements** – MI Homes has requested a reduction of the two original bonds posted with the Village for public improvements and storm water management. Their request would require the Village to partially accept the underground utility

piping (sanitary sewers, water mains and storm sewers), and not require them to provide the additional 15% required for contingencies on completed but not accepted improvements. Also, MI Homes does not wish to post a performance guarantee with the Village for the North Avenue traffic signal improvements because they would be required to post a construction bond with IDOT at time of permitting of the signals.

Accepting the underground utility piping (excluding structures and appurtenances) would transfer ownership and routine maintenance responsibilities to the Village. However, any defects in material or workmanship would still be covered by MI Homes under their one year warranty period. Staff does not object to accepting the underground utilities as the piping has undergone tests and inspections to ensure proper installation. It has also been functioning properly for over three years.

MI Homes' second request is to not provide the additional 15% contingency for completed but not yet accepted improvements. A one-time removal of the 15% contingency on completed but not accepted improvements could only occur if a sufficient security is provided for punch list items. Staff can support this approach contingent upon the approval of the additional punch list item security amount.

MI Homes has requested that they not assume Lakewood Homes' security for the North Avenue Traffic signal improvements, because IDOT would also require a bond if the project were to be programmed. We understand MI Homes' concern about "double bonding"; however, we are reluctant to recommend that the Village relinquish this security. We would suggest that the two bonds need not exist simultaneously, but that the Village's bond could be released once the signals are permitted by and bonded with IDOT. We suggest that IDOT and the Village would work to develop mutually agreeable language that would be incorporated into the project agreement for the signals to ensure that the security remains in place continuously. We must note, however, that this would be done at the time of development of a project agreement with IDOT.

- 4. Freezing of Building Codes** - MI Homes has requested that the Village freeze the building codes applicable to townhome construction for a period of five years. As was done for Lakewood Homes, the Village is willing to approve a "master set" of building plans for the various floor plans MI Homes would offer, and then issue permits off of the approved master plan sets. (As an aside, these permits would be issued at a reduced cost since the plan review fee component of each permit would not be charged once the master plan set is approved.) Provided that construction proceeds at a reasonable pace, staff could support the issuance of permits off of the approved master plan set for the remainder of the development, even if the

Village adopts updated building codes. The exception to this would be for cases in which the Village's authority is pre-empted, for example, by the State of Illinois. An example of this would be the State of Illinois' recent adoption of a statewide residential energy code, which is based on the 2009 International Energy Conservation Code. In this case, the Village would not be able to limit compliance with only the 2006 Code, since the State adopted the 2009 Code as the statewide code.

RECOMMENDATION

For discussion purposes only. MI Homes would like to receive feedback from the Village Board on each of these points as they move toward a decision as to whether to purchase the property. Staff will work with MI Homes in the development of draft amendments to the annexation agreement in accordance with the direction that the Village Board provides, in advance of a public hearing to consider such amendments at the March 15, 2010, Village Board meeting.

c: Ronald Martin, MI Homes (via e-mail)
Robert Meiborg, MI Homes (via e-mail)
Kurt Wandrey, Lakewood Homes (via e-mail)

DTB:db

U:\Village Manager\VB Memos\MIHomesAAAmendDiscussion.doc



M/I Homes Chicago

February 2010



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FEB 26 2010

COMMUNITY
DEVELOPMENT DEPT

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A Culture Of “Care”

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Lasting Proof

- Each M/I Home is a testament to our commitment to quality and everyone involved in the M/I building process.



Following a tradition of care

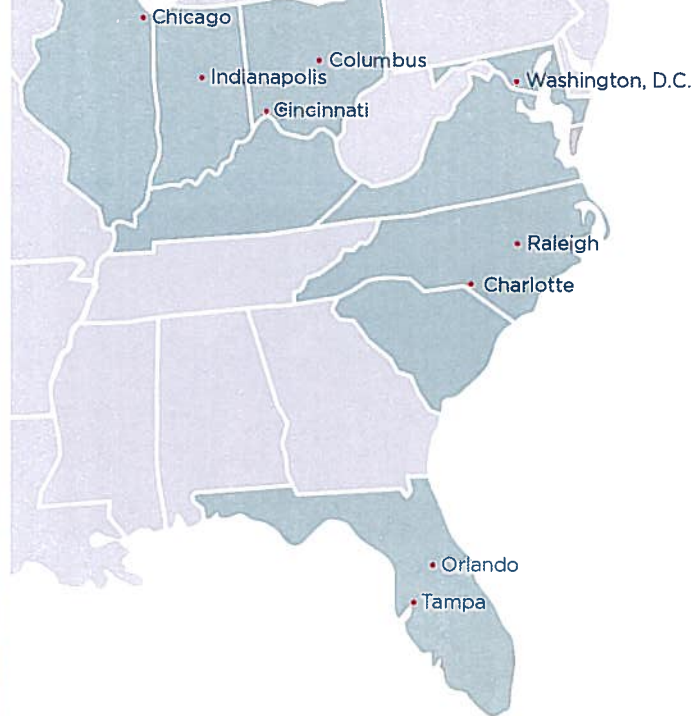


In 1976, Irving and Melvin Schottenstein founded M/I Homes and began building single-family homes in Columbus, Ohio. From the beginning, M/I developed a reputation as a builder deeply committed to quality, value, integrity, and above all, “treat the customer right”. Within a few short years, M/I Homes became the leading homebuilder in Central Ohio and had remained so ever since. Through it all, M/I has remained true to the basic core values and commitments of its founders, making M/I Homes one of America’s most trusted and respected homebuilders.

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Since our founding in Columbus, we have branched out and now build our communities across nine states.

We've helped more than 74,000 people build a home of their own.



Midwest



Mid-Atlantic



Carolinas



Florida

More than 74,000 families have trusted us to build their homes.



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-Since 1976-

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M/I HOMES
30 YEAR
TRANSFERABLE
WARRANTY



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- Your own personal construction supervisor
- Your own hard hat to wear when you visit your construction site (you're always welcome because we want you to see firsthand what M/I quality is all about)
- A thorough new home orientation
- The dedication to customer service you expect from one of the nation's premier homebuilders
- M/I takes a "whole home" approach to earning the EPA's Energy Star qualifications on every home we build. The result is savings of up to 30% on your energy bills.

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With M/I, you don't just build a home. You build your home. A home that suits your needs and reflects your taste and personality. From the versatility of our floor plans to the professionalism of our construction team to a wide range of home design and finish choices. **The M/I experience is focused on helping you create a home that's just as unique as you are.**

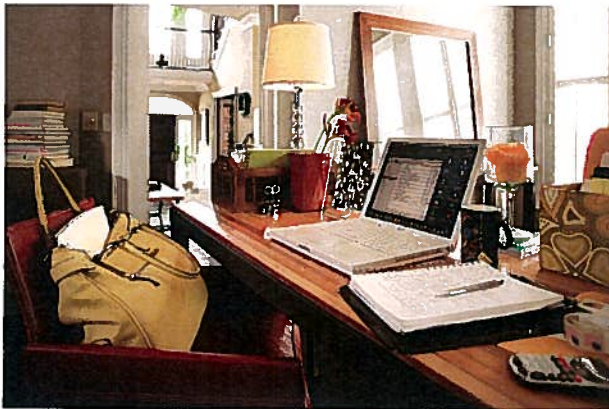


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M/I Financial is part of the same family of companies as M/I Homes. And we only work with M/I homebuyers. So we can offer you.

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- Fast paperwork processing and loan approval
- Terms and conditions that are easy to understand
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We ensure that your whole home has earned the ENERGY STAR, verified by an independent, third-party rater using the EPA's standards. Then we insist you get a certificate that proves it. Most builders either do nothing – or, they base their “claim” on a few ENERGY STAR appliances or a select number of homes.

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*<http://www.energystar.gov/ia/partners/publications/pubdocs/2007%20Annual%20Report%20-%20Final%20-11-10-08.pdf>



J-2 3-1-10

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: February 25, 2010

RE: Klein Creek Flood Plain Structure Buyout Project

The Village of Carol Stream has applied for \$758,640 in HMGP funds from the Illinois Emergency Management Agency (IEMA) for the above referenced project. The Village has also applied for \$181,000 from DuPage County through their Flood Plain Buyout Program and \$72,000 through the Community Development Block Grant (CDBG) Program. At present only the DuPage County Flood Plain Buyout Program funds have been awarded to the Village. We are still awaiting notification on the CDBG fund request. The HMGP application has received preliminary approval by IEMA but is currently under review by the Federal Emergency Management Agency (FEMA).

This program allows the Village to purchase and demolish flood damaged structures from property owners who have voluntarily agreed to participate in the program. This is a voluntary only program that prohibits condemnation. Residents were informed of this program in several meetings after the floods in 2008 and through email correspondence. Four property owners volunteered to participate which formed the basis for our funding applications from the three previously identified sources. Staff anticipates we will be notified concerning our funding applications within the next two months.

Cc: William N. Cleveland, Assistant Village Engineer

Village of Carol Stream
Interdepartmental Memo

TO: Joseph E. Breinig
FROM: Christopher M. Oakley *CMO*
DATE: February 24, 2010
RE: DuPage Organic Garden Club
Request for Waiver of Fee for Town Center Rental

In past years, the Village has held the Mother's Day breakfast at the Town Center each May, and partnered with the Garden Club on that day to have their plant sale, helping to draw more families to our Mother's Day Breakfast and allowing the opportunity for our residents to purchase plants from the garden club at a reasonable price.

This year the Village is not having the Mother's Day Breakfast. However, the Garden Club would like to have their plant sale at the Town Center in the Visitor's Center area and by the picnic tables (the Visitor's Center will not be opened for this event).

They have submitted a Town Center Use Application requesting to use the Town Center between the hours of 7:30 am to 12:30 pm. The actual plant sale is for three (3) hours from 9:00 am to Noon, and the balance of the time is for setting up and taking down. They will provide their own tables for the event.

The Village will not provide an employee for this event and therefore will not incur any out-of-pocket expenses in allowing this organization to use the Town Center.

Attached is a letter requesting a waiver of the rental fee for using the Town Center. The Garden Club will apply for and provide the necessary liability insurance coverage.

The Village does not waive the rental fee based solely on non-profit status, however, given the fact that the Village allowed the garden club to have their plant sale during our Mother's Day event, staff is recommending approval of a waiver of the fee for the year 2010, but will need to re-visit this for subsequent years.

Please place this on the agenda for the March 1, 2010 Board Meeting for the Board's review and consideration.

Attachment

DuPage Organic Garden Club
555 Chippewa Trail
Carol Stream, IL 60188
OrganicGardenClub@comcast.net

Feb. 23, 2010

FEB 23 2010

Mayor Frank Saverino
500 North Gary Avenue
Carol Stream, IL 60188

Dear Mayor Saverino:

The DuPage Organic Garden Club has enjoyed a partnership in combination with the Village over past years with the Mothers' Day Pancake Breakfast and plant sale. We understand that economic pressures on the Village have caused the event not to be scheduled in 2010.

Therefore, on behalf of the DuPage Organic Garden Club and its Annual Spring Plant Sale,


We respectfully request permission to schedule the use of the Town Center Visitor Center for our annual plant sale from 7:30 A.M. to 12:30 P.M., on Saturday, May 15, 2010. The actual sale time would be from 9:00 A.M. to Noon.

In addition we request waiver of rental fees for this event. We will purchase liability insurance as recommended by the Village.

We believe that our plant sale is a worthy project and a benefit to the gardens of Carol Stream and surrounding area with our offerings of well-grown, well-adapted plants from our gardens at very reasonable prices. It is also one of the best outreach projects of our club with its mission of using ecological methods in our home landscapes. And lastly, it is our primary fund raiser. For the success of our sale with its very reasonable prices--especially important these days--we will only be able to hold the sale at the Town Center if the fees are waived.

Thank you for all the support in the past and for considering this current request.

Sincerely yours,



Jan Smith
Plant Sale Liason

Copy

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

March 1, 2010

AGENDA ITEM
K-1 3-1-10

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
ACTIVE EXCAVATING & WRECKING INC					
SNOW PLOWING	2,056.00	01670200 52266	SNOW REMOVAL	8013	20100091
	<u>2,056.00</u>				
AMERICAN LEGAL PUBLISHING CORP					
UPDATE -RECODIFATION MUNICIPA	5,994.10	01580000 52253	CONSULTANT	74162	
UPDATE FOLIO/INTERNET ON INTEF	453.50	01580000 52253	CONSULTANT	74278	
	<u>6,447.60</u>				
ANCEL GLINK DIAMOND BUSH DICIANNI &					
LEGAL SERVICES THRU JANUARY 21	4,983.78	01570000 52238	LEGAL FEES	STMT 19347	
	<u>4,983.78</u>				
B & F TECHNICAL CODE					
PLAN REVIEWS	1,095.41	01643700 52253	CONSULTANT	31269	2
	<u>1,095.41</u>				
BENNETT DOOR SERVICE INC					
REPAIR GARAGE DOOR	293.00	01670400 52244	MAINTENANCE & REPAIR	24771	
	<u>293.00</u>				
BRANIFF COMMUNICATIONS INC					
ANNL MTC ON 6 WARNING SIRENS I	1,423.70	01680000 52244	MAINTENANCE & REPAIR	0021601	
	<u>1,423.70</u>				
CALL ONE					
SERV FROM JAN 15TH THRU FEB 14	320.16	04101500 52230	TELEPHONE	1010-6641 -JAN	
SERV FROM JAN 15TH THRU FEB 14	1,804.26	04201600 52230	TELEPHONE	1010-6641 -JAN	
SERV FROM JAN 15TH THRU FEB 14	2,333.26	01650100 52230	TELEPHONE	1010-6641 -JAN	
	<u>4,457.68</u>				
COMED					
SERV FROM 01/13 THRU 2/12 2010	62.29	06320000 52248	ELECTRICITY	1083101009 JAN	
SERV FROM 01/23 THRU 02/22	14.69	01670600 52248	ELECTRICITY	0803155026-FEB	
SERV FROM 01/23 THRU 02/22	14.69	01670600 52248	ELECTRICITY	1865134015-FEB	
SERV FROM 01/23 THRU 02/22	131.77	06320000 52248	ELECTRICITY	6597112015-FEB	
SERV FROM 01/23 THRU 02/22	141.72	06320000 52248	ELECTRICITY	1353117013-FEB	
SERV FROM 01/23 THRU 02/23	29.86	01662300 52298	ATLE SERVICE FEE	4202129060-FEB	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FROM 01/25 THRU 02/23	14.69	01670600 52248	ELECTRICITY	4483019016-FEB	
SERV FROM 01/25 THRU 02/23	17.11	06320000 52248	ELECTRICITY	7219135017-FEB	
SERV FROM 12/10/09 - 01/13/10	89.14	01670600 52248	ELECTRICITY	6827721000 DEC	
	<u>515.96</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST PRODL	112.50	01650100 52253	CONSULTANT	021610	
	<u>112.50</u>				
DIGIOIA BROTHERS CONST. CO					
SNOW PLOWING	1,942.50	01670200 52266	SNOW REMOVAL	47810	20100083
SNOW PLOWING	3,678.50	01670200 52266	SNOW REMOVAL	47809	20100083
	<u>5,621.00</u>				
DISCOVERY BENEFITS					
FLEXIBLE SPENDING MONTHLY CHF	280.00	01600000 52273	EMPLOYEE SERVICES	158502	
	<u>280.00</u>				
DU COMM					
RADIO BATTERIES FOR OFFCRS PO	628.00	01662700 52227	RADIO MAINTENANCE	14056	
	<u>628.00</u>				
DUPAGE COUNTY					
DATA PROCESSING POLICE DEPT -J	250.00	01662600 52247	DATA PROCESSING	7143	
	<u>250.00</u>				
EXELON ENERGY INC					
SERV FROM 01/13 THRU 02/12	194.77	04101500 52248	ELECTRICITY	100431100040	
	<u>194.77</u>				
HEALTH SMART INC					
FLEX SPENDING ADMIN- JANUARY F	221.85	01600000 52273	EMPLOYEE SERVICES	F0110136	
	<u>221.85</u>				
HEALY ASPHALT COMPANY LLC					
POT HOLE PATCH	385.56	01670500 52286	STREET MAINTENANCE	21225MB	
	<u>385.56</u>				
I D E S (IL DEPT OF EMPLOYMENT SECURITY					
PERIOD FRM 10-01-09 THRU 12-31-20	2,576.00	01600000 51115	UNEMPLOYMENT COMP	800931 4/2009	
	<u>2,576.00</u>				
ILLINOIS SECRETARY OF STATE					
1995 PONTIAC GRND PRX & 1996 MI	190.00	01664700 53317	OPERATING SUPPLIES	2 SEIZED VEHS	
KEN GEORGE AND MIKE ZOCHERT (	10.00	01662400 52234	DUES & SUBSCRIPTIONS	2 COMM RNWLS	

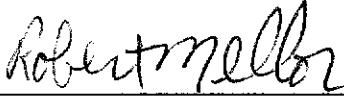
<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
KEN GEORGE AND MIKE ZOCHERT (	10.00	01664700 52234	DUES & SUBSCRIPTIONS	2 COMM RNWLS	
TITLE FEES-00 HYUNDAI.96 PONTIAC	380.00	01664700 53317	OPERATING SUPPLIES	4 SEIZ VEH'S	
	590.00				
JENNER TRUCKING					
SNOW PLOWING FY 09/10	1,530.50	01670200 52266	SNOW REMOVAL	173	20100087
SNOW PLOWING FY 09/10	1,958.75	01670200 52266	SNOW REMOVAL	172	20100087
SNOW PLOWING FY 09/10	2,387.00	01670200 52266	SNOW REMOVAL	169	20100087
SNOW PLOWING FY 09/10	2,387.00	01670200 52266	SNOW REMOVAL	170	20100087
	8,263.25				
JOES BLACKTOP INC					
SNOW PLOWING FY 2009/10	1,898.00	01670200 52266	SNOW REMOVAL	02/12/10A	20100082
SNOW PLOWING FY 2009/10	2,429.00	01670200 52266	SNOW REMOVAL	02/24/10	20100082
SNOW PLOWING FY 2009/10	2,606.00	01670200 52266	SNOW REMOVAL	02/12/10	20100082
	6,933.00				
JOHN L FIOTI					
LEGAL SERVICES THRU FEB 10TH 20	187.50	01662300 52310	ATLE LEGAL ADJUDICATION	c s 15	
LEGAL SERVICES THRU FEB 10TH 20	593.75	01570000 52238	LEGAL FEES	c s 15	
	781.25				
NEXTEL COMMUNICATIONS					
SERV FROM DEC 24, 2009 THRU JAN	10.15	01622300 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	20.29	01623100 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	22.64	01642100 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	22.64	01643700 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	37.20	01621900 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	45.18	01680000 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	47.35	01621300 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	53.31	01662500 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	56.38	01610100 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	62.63	01600000 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	62.63	01640100 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	74.40	01622200 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	89.79	01662300 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	94.39	01662700 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	133.24	01652800 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	148.80	01620100 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	161.76	01662400 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	175.40	01650100 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	183.25	01664700 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	190.13	01670100 52230	TELEPHONE	760300514-096	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FROM DEC 24, 2009 THRU JAN	215.36	04201600 52230	TELEPHONE	760300514-096	
SERV FROM DEC 24, 2009 THRU JAN	349.87	01660100 52230	TELEPHONE	760300514-096	
	2,256.79				
NICOR GAS					
SERV FROM 01/08/10 THRU 02/05/10	221.82	04201600 52277	HEATING GAS	13 81 12 1000 7-JAN	
SERV FROM 01/11/10- 02/09/10	88.49	04101500 52277	HEATING GAS	86 60 60 1117 8 FEB	
	310.31				
NOTARIES ASSOCIATION OF ILL INC					
KEN GEORGE AND MIKE ZOCHERT (	38.00	01662400 52234	DUES & SUBSCRIPTIONS	COMM RNWLS -2	
KEN GEORGE AND MIKE ZOCHERT (	38.00	01664700 52234	DUES & SUBSCRIPTIONS	COMM RNWLS -2	
	76.00				
OMI					
WRC OPERATIONS	132,588.92	04101100 52262	OMI CONTRACT	48091	20100045
	132,588.92				
R A DORAN & ASSOCIATES					
4/27-28TH 2010 TRNG CLASS -OSCAI	305.00	01662600 52223	TRAINING	193618	
	305.00				
S & S MAINTENANCE INC					
SNOW PLOWING	2,789.00	01670200 52266	SNOW REMOVAL	VCS0010-008	20100081
SNOW PLOWING	3,108.75	01670200 52266	SNOW REMOVAL	VCS0010-010	20100081
SNOW PLOWING	3,428.50	01670200 52266	SNOW REMOVAL	VCS0010-009	20100081
	9,326.25				
SUSSEX MANAGEMENT ASSOCIATES					
TRAINING JAN 19-20TH 2010 DARRE	189.00	01662700 52223	TRAINING	1/19-20 BOSHART TRI	
	189.00				
TCL EXCAVATING INC					
SNOW PLOWING FY 2009/10	3,812.00	01670200 52266	SNOW REMOVAL	C2369	20100080
SNOW PLOWING FY 2009/10	4,112.00	01670200 52266	SNOW REMOVAL	C2368	20100080
SNOW PLOWING FY 2009/10	4,412.00	01670200 52266	SNOW REMOVAL	C2367	20100080
	12,336.00				
TRANSYSTEMS CORPORATION					
ENGINEERING SERVICES -KUHN RD	4,706.22	11740000 55486	ROADWAY CAPITAL IMPROVEME	18(1810431)	20100025
	4,706.22				
U S PAVING INC					
SNOW PLOWING FY 09/10	1,616.00	01670200 52266	SNOW REMOVAL	09-29	20100079

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SNOW PLOWING FY 09/10	1,727.00	01670200 52266	SNOW REMOVAL	10-35	20100079
SNOW PLOWING FY 09/10	1,843.00	01670200 52266	SNOW REMOVAL	09-32	20100079
SNOW PLOWING FY 09/10	2,252.50	01670200 52266	SNOW REMOVAL	09-31	20100079
SNOW PLOWING FY 09/10	2,531.50	01670200 52266	SNOW REMOVAL	09-28	20100079
SNOW PLOWING FY 09/10	2,596.75	01670200 52266	SNOW REMOVAL	10-34	20100079
	<u>12,566.75</u>				
UNI MAX MANAGEMENT CORP					
JANITORIAL SERVICES- PUBLIC WO	374.25	01670100 52276	JANITORIAL SERVICES	2155	20100031
JANITORIAL SERVICES- PUBLIC WO	2,120.75	01680000 52276	JANITORIAL SERVICES	2155	20100031
	<u>2,495.00</u>				
	<u><u>225,266.55</u></u>				

The preceding list of bills payable totaling \$225,266.55 was received and approved for payment.

Approved:



Robert Mellor, Acting Village Manager

Date:



February 26, 2010

Authorized By:

Frank Saverino, Sr., Mayor

Beth Melody, Village Clerk

Date: _____

AGENDA ITEM

K-2 3-1-10

ADDENDUM WARRANTS Feb 17, 2010 to Mar 1, 2010

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Feb 8, 2010 to Feb 21, 2010	497,878.78
Water & Sewer	A C H	Charter One Bank	Payroll Feb 8, 2010 to Feb 21, 2010	39,063.11
General	A C H	Charter One Bank	W& S Revolving Loan -Payment #1	12,679.89
General	A C H	Ill Funds	Dupage Water Commission - December 2009	<u>168,843.72</u>
				<u>718,465.50</u>

Approved this _____ day of _____, 2010

By: _____
Frank Saverino Sr - Mayor

Beth Melody, Village Clerk