

Village of Carol Stream

BOARD MEETING

AGENDA

JULY 20, 2009

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

A. ROLL CALL AND PLEDGE OF ALLEGIANCE:

B. MINUTES:

1. Approval of the Minutes of the July 6, 2009 Meeting.

C. AUDIENCE PARTICIPATION & PUBLIC HEARINGS:

1. Presentation of the 2008 Guardian Award to the Carol Stream Police Department by The Alliance Against Intoxicated Motorists (AAIM).
2. Historical Recollection Series – The Early Contributions of the Woman's Club (Mrs. Barbara Simkus).

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. Collection Agency.
Recommendation to appoint Penn Credit Corporation as the Village's collection agency.
2. Investment Policy Update.
Recommended update to the Village's Investment Policy.
3. Consultant Contract for Bridge and Culvert Inspections.
Staff recommends the consultant contract with Pavia Marting Co. be approved in the amount of \$13,506.56.
4. Award of Contract for the 2009 Asphalt Rejuvenator Project and Request to Waive Bidding.
Village staff recommends bidding process to be waived and the contract to be awarded to American Road Maintenance in the amount of 212,500.00.

Village of Carol Stream

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H. ORDINANCES:

1. Ordinance No. _____, Approving an Illicit Discharge Detection and Elimination (IDDE).
This item provides the rules and regulations by which the Village will administer and enforce the detection and elimination of illicit discharges. This ordinance is required by IEPA under our National Pollutant Discharge Elimination System (NPDES) permit for the management of storm water runoff.
2. Ordinance No. _____, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Decreasing the Number of Class A Liquor Licenses from 9 to 8 (Vangelo's Town Center Grille, 1421 Fountainview Drive.)

I. RESOLUTIONS:

1. Resolution No. _____, Authorizing the Execution of an Intergovernmental Agreement (IGA) with DuPage County for the Implementation of the Illicit Discharge Detection and Elimination (IDDE) Program.
This IGA establishes the duties and responsibilities of the Village and DuPage County in the implementation of the IDDE Program.
2. Resolution No. _____, Authorizing the Execution of an Intergovernmental Agreement (IGA) with Glenbard Township High School District No. 87 for the Construction of the Carol Stream Venture Flood Control Project.
This IGA sets forth the terms by which the Village agrees to pay for and the School District agrees to construct the \$98,931.51 Carol Stream Venture Flood Control Project.
3. Resolution No. _____, Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Carol Stream and the Carol Stream Fire Protection District Regarding Ownership, Maintenance and Use of an Incident Command Vehicle.
This agreement recognizes the transfer of a retired Fire District ambulance to the Village for joint use as an incident command vehicle for emergency disaster and tactical events within the Village.

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J. NEW BUSINESS:

1. Request for Waiver of Fees for Sound Amplification Permit (Wheaton Christian Center).
Request for waiver of amplification fee for picnic in Community Park on August 2, 2009.
2. Request for Waiver of Fees for Sound Amplification Permit (Outreach Community Center).
Request for waiver of amplification fee for National Night Out Against Crime Event on August 4, 2009.
3. Fee Waiver – WDSRA
Request from the Western DuPage Special Recreation Association for a waiver of building permit fees for work done to their facility at 116 N. Schmale Road.

K. PAYMENT OF BILLS:

1. Regular Bills:
2. Addendum Warrant:

L. REPORT OF OFFICERS:

1. Mayor:
2. Trustees:
3. Clerk:
4. Treasurer's Report: Revenue/Expenditure Statement and Balance Sheet, Month End, June 30, 2009.

M. EXECUTIVE SESSION:

1. Collective Negotiating Matters.

N. ADJOURNMENT:

LAST ORDINANCE: 2009-07-34

LAST RESOLUTION: 2416

NEXT ORDINANCE: 2009-07-35

NEXT RESOLUTION: 2417

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

July 6, 2009

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

Present: Mayor Frank Saverino, Trustees Tony Manzzullo, Don Weiss, Greg Schwarze and Rick Gieser
 Absent: Trustee Matt McCarthy (until 8:30 p.m.) and Pam Fenner
 Also Present: Village Manager Joe Breinig, Assistant Village Manager Bob Mellor, Attorney Stewart Diamond, Village Clerk Beth Melody & Deputy Village Clerk Wynne Progar

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

MINUTES:

Trustee Schwarze moved and Trustee Manzzullo made the second to approve the Minutes of the Meeting of July 6, 2009 as presented. The results of the roll call vote were:

Ayes:	3	Trustees Manzzullo, Weiss, and Schwarze
Nays:	0	
Abstain:	1	Trustee Gieser
Absent:	2	Trustees Fenner and McCarthy

AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:

Historical Recollection Series; Trustee Gieser introduced Mr. Alan DuBose, CEO of Testing Services Corporation and his father, Larry DuBose, Sr. founder of TSC, Corporation about the early years of commerce in the Village.

CONSENT AGENDA:

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

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

Trustee McCarthy entered the meeting at this point.

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

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

The following items were put on the Consent Agenda for this meeting.

1. Award of Contract – Special Management Area Reviews
2. Waiver of Bids & Award of Contract – Pond Shoreline & wetland Maintenance
3. Award of Bid – Roofing Replacements
4. Ordinance 2009-07-33: Prevailing Wage
5. Ordinance 2009-07-34: Amend Budget
6. Resolution 2416: Declare Surplus Property
7. Regular Bills, Addendum Warrant of Bills

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

Ayes:	5	Trustees Manzullo, Weiss, Schwarze, McCarthy & Gieser
Nays:	0	
Absent:	1	Trustee Fenner

The following is a brief description of those items placed on the Consent Agenda for this meeting.

Award of Contract – Special Management Area Reviews:

The Board approved the award of contract for SMA plans, reviews and inspections to Christopher B. Burke Engineering Ltd. (CBBEL) at the specified rates noted in Attachment C of the contract.

Waiver of Bids & Award of Contract – Pond Shoreline & wetland Maintenance:

The Board approved the waiver of bids and awarded the second year contract for the Pond Shoreline and Wetland Maintenance for May 2009 through April 2010 to LaFayette Home Nursery, LaFayette, IL in the amount of \$30,613.

Award of Bid – Roofing Replacements:

The Board approved the award of bids for two roof replacements to: Exterior Construction Specialists, LLC of Grayslake, IL for the Municipal Garage Building of the Public Works Center in the amount of \$82,000 and to Singles, Inc. of Elgin, IL for the Sand Filter Building at the Water Reclamation Center in the amount of \$94,065.

Ordinance 2009-07-33: Prevailing Wage:

The Board adopted Ordinance 2009-07-33, AN ORDINANCE OF THE VILLAGE OF CAROL STREAM, DU PAGE COUNTY, ILLINOIS ASCERTAINING THE PREVAILING RATE OF WAGES FOR LABORERS, WORKERS AND MECHANICS EMPLOYED ON PUBLIC WORKS PROJECTS OF SAID VILLAGE.

Ordinance 2009-07-34: Amend Budget:

The Board adopted Ordinance 2009-07-34, AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE VILLAGE OF CAROL STREAM FOR THE YEAR COMMENCING MAY 1, 2009 AND ENDING APRIL 30, 2010.

Resolution 2416: Declare Surplus Property:

The Board adopted Resolution No. 2416, A RESOLUTION DECLARING SURPLUS PROPERTY OWNED BY THE VILLAGE OF CAROL STREAM.- (SEIZED VEHICLES).

Regular Bills, Addendum Warrant of Bills:

The Board approved the payment of the Regular Bills in the amount of \$1,618,381.74.

The Board approved the payment of the Addendum Warrant of Bills in the amount of \$ 1,246,191.09

COMMENTS:**G-3: Award of Bid for Roofing Replacements:**

Mayor Saverino said that the question he has is that when looking at the bids for the roof replacements, or anything else, for that matter, is how one company can bid \$94,000 and another company will bid \$233,000 for the same job. Does the lower bid mean that once the job is started will there be one work order after another to cover things that they do not expect to find? He said that he cannot figure out how there can be such a spread between costs. It was suggested that the bid could be much higher because the bidder does not really want the job. Mr. Breinig commented that some bidders will do that just to remain active on a bidders list, they may be busy, but will bid it and if they get it, will take it for the higher price. He said that a change order could happen no matter with the award of bid is. The bids are based on the proposed scope of work in the document and that is how the quantity of material is a part of the proposed bid. If the repair reveals that the material is so severely deteriorated that it has to be replaced, it could mean a change order.

Trustee Manzullo asked if there is language in the bidding documents that include "the lowest, most responsive bidder and he was told that the language is in the documents.

F-1: OLD BUSINESS: PROGRAMMING – CABLE CHANNEL 6:

Trustee Weiss said that since the last meeting he has met with the staff to discuss whether Village produced programming be allowed on Carol Stream's cable channel 6, such as this Board meeting as well as allowing programming from other agencies in Carol Stream and the other issue is in regard area State Legislators and allowing their independently produced broadcasts on Channel 6. In his memo, Mr. Breinig outlined the issues in terms of tiers, Tier 1 would be Village programming, exclusively produced by the Village, Tier 2 would be the other agencies in the Village and Tier 3 being from people that represent Carol Stream, such as legislators, other officials, but not necessarily producing them independently. Trustee Weiss said that he looks at this as the opportunity to keep residents informed of issues that face this community, whether they are issues that are from the Village, other agencies or from people who represent this community at other levels of government. He said that this is an opportunity to keep our residents informed, this is the opportunity for them to get messages that they will get no where else. The opportunity for them to learn what their elected officials do for them, whether it is the local level, or other agencies, or other levels of government. You don't get this kind of information or these messages by tuning in to main stream television. Trustee Weiss said that residents read about what is going on in the community and attend events that are here and this would be another opportunity, another example, in a very unique forum to present local messages to the people who are impacted the most

by those messages, whether it is information from the Village, information from other agencies, County officials, legislators, etc. This is an opportunity to expand the offerings that we have on cable so that a resident can look upon the cable channel as a source of information day or night,

Trustee Schwarze said that he agrees in principal with Trustee Weiss in that it is a good source of getting information out. He has watched the tapes of the local legislators and thought that they were "non-threatening" as far as some of his concerns, but he believes that is perceived contents that could be a problem. During election cycles it could dissolve into equal air time for every candidate. Trustee Schwarze said that he would be opposed to Tier 3, local legislators' presentations on the local channel.

Trustee McCarthy said that he likes the first two tiers, its local and most of all, it is non-partisan and it should stay that way.

Trustee Gieser said that he loves the idea of adding more and varied programming on our local channel 6. It is not a public access channel, it is not a community channel, it is a government channel. He said that he loves the idea of the Village producing programming, both current and in the future and hope that it can expand as budgetary concerns allow. The second tier, programming produced by Park District, Library, and schools within Carol Stream is a good idea and he would agree with the other Trustees on that. Trustee Gieser said that he has a couple of questions for Trustee Weiss in regard to the third tier of local legislators. He said that he has watched the programming, and noted that we do have the Illinois Channel which is a local C-Span. Trustee Gieser said that he read in the minutes, that these programs are airing elsewhere on public access channels, so Carol Stream residents do have access without their being on the Carol Stream channel. Trustee Weiss said that in the case of Senator Pankau's program, occasionally it will appear on the public access channel through the Comcast system, and Senator Milner's program do not appear on public access, as far as he is aware. Trustee Gieser said that the only people that can view channel 6 are those that have cable television, so if you have a Dish, an antenna or Direct TV, this programming is not available. Trustee Gieser said that he is not in favor, at this time, for tier 3 with other governmental officials.

Trustee Manzzullo asked what classification is our channel and it was determined that it is a governmental channel, where the municipality can determine what will be broadcast rather than the cable company. He said that the more that can be gotten out to the community, the better. As far as the schools and Park District, the users of them would appreciate a place to go to find out what is going on. Commissioner Manzzullo said that sometimes there are referendums, and even though the bodies are non political, it could possibly be used to promote a position on the referendum, at this point Mr. Breinig that using those programs would be contrary to State law and public policy. He added that staff needs direction from the Board as to what will be acceptable for broadcast, tier 1 or tier 2 or a combination of all three tiers and during an election there would be a complete blackout for a tier 3 production if the subject is a candidate for office. In answer to editing a questionable program during election times, Mr. Breinig said that he would not feel comfortable making the decision where what must be cut, so the would rather not to allow any part of a broadcast. Trustee Gieser said that he would be agreeable to that proposal. Mr. Breinig said that Tier 1 & 2 seem to be acceptable to everyone, the only problem has to do with Tier 3. Trustee Schwarze said that he would hate to get into using any non-local information. Trustee Manzzullo said that it seems that the recommendation is that no elected official partisan would be allowed to air any type of program on our governmental channel, regardless of whether it is self-promoting or not. Mr. Breinig said that it is so subjective that there could be the argument that just having a face on for three or four times a week is self promotion. He suggested that in

establishing rules, in unreasonable circumstances, such as being egregious or provocative, outrageous, once started, would we have the same rights and abilities to remove programming once it has begun airing? Mr. Diamond said that the difficulty is in opening a public forum and it would like allowing Village Hall to be used for some political meetings but not others. The Board would have to make a straight blocking decision. Trustee Weiss said he would suggest that there be a moratorium of 90 calendar days prior to an election that would block out any candidate for that election. Trustee McCarthy said that in the frame work of Trustee Schwarze's example of self promotion of any candidate for 3 years and 9 months, that the 3 month black-out defeats the purpose. He said that the residents would be better served by staying with Tiers 1 & 2 since we know that it will be about our residents, what is going on in the Village and that is the best way to keep it all local.

Mayor Saverino commented that it makes perfect sense since it will our Library, our Fire District, our Park District and not just a part of someone's district. Trustee Weiss said that once people are interested in the Village and Village activities they will also tune in more to the discussion of the issues that come forth by these Tier 3 programs by the legislators who represent them. Residents will want to have a long format that includes the details, whether is about a legislative issue, a State agency, a County office, and these are things that they don't get to hear about everyday. Trustee Gieser asked Mr. Diamond if the Board allowed these representatives and senators to do a program, would we then be obligated to offer it to other governmental bodies. Mr. Diamond said that the Board has the ability to determine what governments it would want to put onto a local channel and the way to resolve this is to take a vote to see whether it would be Tier 1, Tier 2 or a limited Tier 3 and it is his opinion that any other governmental body or elected official could require us to show their programs. Trustee Gieser said that the Board meetings are covered by several members of the press and that is where the day to day activities are reported to residents for local and county and state and he would rather keep the local government channel only for our local entities.

Trustee Weiss made a motion to establish a policy with regard to local cable programming on Channel 6, that staff be directed to include in local programming airing on that channel 6 as is outlined in the manager's memo for Tier 1, Tier 2 and Tier 3, with a black-out period of 90days prior to an election which the person submitting that program under Tier 3 is a candidate on the ballot. The motion failed for a lack of second,

Trustee McCarthy moved to take our cable access channel to include both Tier 1 and Tier 2, but eliminate Tier 3 altogether. Trustee Schwarze made the second. The results of the roll call vote. Trustee Gieser asked if this motion includes Illinois Channel and Trustee McCarthy said that it is included in his motion because it has been on up to this point. . The results of the roll call vote were:

Ayes:	6	Trustees Manzzullo, Weiss, Schwarze, McCarthy & Gieser, Mayor Saverino
Nays:	0	
Absent:	1	Trustee Fenner

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

Ayes:	5	Trustees Manzzullo, Weiss, Schwarze, McCarthy & Gieser
Nays:	0	

Absent: 1 Trustee Fenner
Trustee Manzzullo moved and Trustee McCarthy made the second to approve the Consent Agenda for the meeting by omnibus vote. The results of the roll call vote were:

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

REPORT OF OFFICERS:

Trustee Weiss said that the community is invited to the "Shape of Carol Stream Town Meeting" to be held on Wednesday, September 30th from 7:00 p.m to 9:00 p.m. in the Board Room of the Bielawski Municipal Center. Mayor Saverino and the Board Presidents of agencies serving Carol Stream will offer brief presentations on their respective agencies, followed by a moderator facilitated question and answer period from the audience at the Municipal Center. Those invited include: CS Park District, Fire Protection District, Library and School Districts 25,87,93,94, 200 and U-46. This Town Meeting will be broadcast on Carol Stream's local cable channel 6. It is sponsored by Itasca Bank & Trust Company.

Trustee Schwarze thanked the July 4th Parade Committee, especially Trustee & Mrs. Gieser and Trustee & Mrs. McCarthy and the Saverino Family for their time and talents. Thanks to the staff, Public Works, and the Police Department for their great jobs for the parade and for the fireworks. He congratulated Chief Orr and the PD for first place in Click it or Ticket competition and the \$10,000 award. He ended by saying Shop Carol Stream.

Trustee Gieser thanked Trustee Schwarze for his compliments on the parade and said that he would also like to thank the committee and mostly the volunteers that came out and helped on the day of the parade, and throughout the year. He thanked everyone that participated and noted that the Parade and fireworks will be on Saturday, July 3, 2010.

Trustee Manzzullo thanked Mr. DuBose for his recollections and he commented that the parade was great and he thanked all of the residents that came out to cheer everyone on. He reminded everyone to Pray for our Troops.

Trustee McCarthy apologized for being late to the meeting and he asked if the funds won for the Click it or Ticket has to be used for additional campaigns and Chief Orr said that they did. Trustee McCarthy said that this should be a lesson to all to keep wearing the seat belts because the check out will keep happening. Trustee McCarthy agreed with other Board members in thanking all of the participants and staff that supported everyone to make it a success.

Village Clerk Melody commented all of those who supported the parade and made it such a success.

Mr. Breinig thanked all of those concerned for the selfless acts they performed to have the entire day a great success. He reminded all residents that the Police Department is now involved with enforcement of the vehicle sticker requirement. In regard to the Town Center, Thursday's concert will have a Jerry Lee Lewis cover band, Saturday will be Rainbow Rockin Fest and the following Thursday will be the Multi-Cultural event.

Mayor Saverino thanked the Parade Committee, Public Works, the Police Department and all of the volunteers for their efforts. He noted that the Village and the Park District split the costs of the fireworks and that residents also make donations for the parade through the water billing, and all of the Staff participate on their own time. Mayor Saverino said that he and Manager Breinig attended the grand opening of the Metro-

Asian Family Services at their location at County Farm Road and Army Trail. He said that this and their other locations help out the aging and infirm from a lot of eastern and European people by providing meals and information to help them learn the language, study for passport requirements and direct them to other sources of help.

Trustee Schwarze moved and Trustee McCarthy made the second to move to Execution Session to discuss Collective Negotiation matters and to adjourn directly from that session without taking any further action. At 9:12 p.m., the results of the roll call vote were:

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

FOR THE BOARD OF TRUSTEES

AGENDA ITEM

C-1 7-20-09

Village of Carol Stream

Interdepartmental Memo

TO: Joe Breinig, Village Manager

FROM: Chief Kevin Orr

DATE: July 14, 2009

RE: The Alliance Against Intoxicated Motorists (AAIM) will present the 2008 Guardian Award to the Police Department.

The Guardian Award was developed to recognize local police departments and officers who continue to make the removal of impaired drivers from DuPage County highways a priority.

The Guardian Award is presented to the DuPage County police department having the highest rate of DUI arrests per officer during a given year. The Carol Stream Police Department is the winner of the 2008 Guardian Award. The Department averaged 9.44 arrests per officer.

AGENDA ITEM

C.2 7-20-09

Village of Carol Stream

Interdepartmental Memo

DATE: July 13, 2009

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

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

RE: Historical Recollection Series – The Early Years of Commerce

Mrs. Barbara Simkus, a long-time resident of the Village and wife of Robert Simkus, former Park Board Commissioner will attend the July 20th Village Board meeting to share her recollections of the early days of the Carol Stream Woman's Club and their contributions to the community. I have attached several pages from Build Your Own Town, by Jean Moore, chronicling some of the club's key contributions during the early years of the Village.

The second group was the Carol Stream Woman's Club.

Both groups were quite active during the formative months of the new community. Many of the plans and/or programs which were initiated in the first two years of village life by these groups helped mold the village of 1984 and some continue to influence the lives of residents today.

The general pattern of community life for the 1960s took shape in the first few months the village was organized. During the day-time hours from Monday morning until Friday evening, the community was composed mainly of women and small children trying to meet the challenges of life in a new town.

While it would be 16 years before Janice Gerzevske would serve as an elected member of the village board, women were involved in every facet of life in Carol Stream from the day the village started.

* } They organized the PTA units at the village schools, church groups and circles, Girl Scouts, 4-H clubs, and helped plan for Boy Scout units. They learned that by banding together they could improve their town just as their great-grandmothers had done a century before.

Most of the families who settled here during the early months of Carol Stream were young couples with small children. Many were purchasing their first home. Two other groups also selected the new western suburb as home. These were retired couples with fixed incomes and frequent transferees who were looking for a good housing bargain for the two to five year periods they would be in the Chicago area. Others who moved to the village were professional people connected with Wheaton College or one of the several religious organizations which would soon call Carol Stream home.

By the fall of 1959, the pupils in the first three grades of school were attending classes in the new Carol Stream School on Sioux Lane. Children in grades 4-8 attended classes at Cloverdale. Many of the families had moved to the village from communities that had established kindergarten classes. In 1959, kindergarten was not mandatory under state law.

The perseverance and cooperation among various groups including the Carol Stream Woman's Club, Supt. Elsie Johnson, the Community Association, the Cloverdale Schools District 93 and Jay Stream, developer, brought kindergarten classes on a private basis in 1959.

Stream provided a house in which to hold classes and helped pay a portion of the teacher's salary while parents paid \$15 per semester to enroll their child in the classes. Mrs. Doris Austin was the teacher. By the time the fall of 1960 arrived, the District 93 schools had established their own kindergarten classes with Mrs.

Austin teaching two of the three sessions and Mrs. Helen Beckman teaching the third session.

When the first map of Carol Stream was drawn, it carried the names of streets existing in Wheaton and Chicago. Gables Boulevard (today's Blackhawk Drive) connected Dickens Street (now Thunderbird) and Palmer Avenue (now Mohawk Drive). Armitage Avenue was platted and is known today as Shawnee Drive.

Mail for the first residents of Carol Stream came through the West Chicago post office. At the time, the national zip code system had not come into being. The petitions for incorporation and for the first elected trustees carry addresses of West Chicago.

Within a few weeks, the post office had been switched from West Chicago to Wheaton. The village had passed an ordinance adopting Indian names for the streets in its residential section. Mail was first delivered door to door in the original section of town in 1959.

The village will soon have its own branch of the Wheaton post office located at 344 St. Paul Boulevard in the industrial park. The territory which it will serve is larger than the village limits.

When zip codes were originally assigned, the Village of Carol Stream had zip code 60188. Later Wheaton became a one-code community and the local zip code was changed to 60187. Two years ago, the U.S. Postal Service reassigned the 60188 zip code to the Carol Stream branch.

As his community began to take shape under his watchful eye, Stream decided the next thing he needed to do was to "create a legitimate image for our community." Having learned his marketing and public relations skills well, Stream would borrow a fire truck on Sunday afternoons when there were prospective buyers in the village.

"Some of my employees would drive the truck up and down the street a few times. It looked impressive," the developer added.

"The village had hired Dick Furguieille as its police chief. I bought his first uniform with a campaign-style hat and purchased a pink police car for him. He would drive through the streets and stop to chat with a few people to let them know we had a police department.

"Once Carol Stream was incorporated, I decided to discuss a common boundary line with our neighbor to the south—Wheaton. As a developer, I felt the wisest and best boundary lines should be determined by the natural slope of the land and its drainage. Thus, I felt the proper southern boundary for Carol Stream should have been the Chicago and Great Western tracks immediately north of St. Charles Road. The eastern boundary, I thought, should have been Schmale Road, another natural land boundary.

"This would have placed the property to the south of that in the Wheaton plan jurisdiction. It was already within the Wheaton

dents of Central DuPage county. Prior to the opening of the hospital, patients in the area went to hospitals in Geneva, St. Charles, Elmhurst, Naperville or Hinsdale.

By September 19, with the start of still another major area newspaper, the editors and staff members of *The Citizen* closed out the publication. "We feel the major area newspapers are beginning to carry the village news." Thus, the newspaper which had appeared in several formats in the past three years ceased publication.

The newspaper had made its presence felt throughout its brief lifespan, due in large measure to its editorializing through the news coverage given a mythical resident who somehow managed to initiate a major story each month. Lorac Maerts, like many of his young neighbors, was disturbed by things which he alone could not handle and took unusual measures to call these to the attention of the community. Lorac was a more articulate spokesman than many of his neighbors. They aided and abetted him in his efforts to right the wrongs he thought existed at the time.

For a time, the major area newspapers seemed to fill the basic needs of a community in a hurry to "grow up." In 1965, the village decided to acquire the privately operated sewer and water system and contract for garbage disposal with the company which had serviced it under the original pacts with Durable.

Sgt. Robert Larke was name police chief succeeding the first chief. Richard Furguielle had resigned after being injured in an accident involving his squad car and a fire truck while enroute to an emergency call.

County residents had ended the year of 1965 by establishing a county-wide junior college district, the second one created in the state under a new Junior College Act. The act established the junior colleges as a part of the higher education of the state placing it under the same oversight board that oversees Illinois universities. Seven board members were elected from a field of 43 candidates and College of DuPage began its work in February, 1966.

In July, 1966, residents were shocked to learn that Nina Jo Schmale, a local area resident, had been one of the eight registered nurses from South Chicago Community Hospital murdered by Richard Speck. Today he is serving several life sentences.

In 1966, growth continued in both the industrial and office parks of the village. One of the larger religious organizations opened its new offices at Main Place and Executive Drive. The Evangelical Alliance Mission (T.E.A.M.) opened an office complex and apartments for use by staff and missionaries on furloughs.

As the year of 1966 rolled to a close, the news wires carried two major stories for the county which would have an impact on the village and its residents.

Coming within hours of one another were the news that the DuPage County Forest Preserve had been granted a sum of more than \$2 million in Housing and Urban Development (HUD) funds for the acquisition of forest preserve lands.

The second major announcement from Washington, D.C. noted that DuPage and Kane Counties had been chosen as the site for the world's largest accelerator. Under terms of the agreement, the State of Illinois would purchase 6,800 acres of land (5,000 in DuPage and 1,800 in Kane) on which the federal government would construct the accelerator and buildings.

1967

In January, the Chicago area was paralyzed by a snowstorm which required every piece of available equipment to help open the roadways in the Carol Stream area. Snowmobiles were just beginning to gain in popularity as a family winter sports machine. All available snowmobiles in Carol Stream were requisitioned with the drivers where possible to meet emergency needs. For police and fire vehicles, a shovel was an essential item since one often had to shovel a path through the drifts to reach buildings.

Life in the village continued at a hectic pace as the community, like Topsy in *Uncle Tom's Cabin* "just grewed." The hope that the area newspapers would be able to carry enough local news to satisfy local residents had not materialized. Thus, in August, 1967, another volunteer newspaper began in the village. The new newsletter paper was a special project of the Community Improvement Committee organized by the Carol Stream Woman's Club. For the next 12 years, the Carol Stream News was published monthly. } X

"The *Carol Stream News* will be published as a non-profit project with financial support of village residents and a few advertisers. The cost of ads will be \$1," editors advised residents in the first issue of the newspaper.

The first issue of the newspaper was concerned with the results of a community survey which had a 67 percent return, an unusually high response. After eight years of backdoor garbage pickup service, respondents surveyed voted against curb service as an alternative to higher pickup fees. Despite the results of this straw poll, it was not long before the disposal company advised them all pickups would be made only at the front curb.

On the matter of streetlights, there were such lights only at major intersections with county or state roads. Residents voted to install streetlights at other locations in the village. In the earliest days of the village, residents had turned on their coachlights leaving them burning late into the evening or all night to brighten the village streets.

rived, the commission had received the donation of the Gretna/ Carol Stream freight station on St. Charles Road. The Chicago and North Western Transportation Company stipulated the station had to be moved from its location so the land could be used for industry.

Joseph Koziol was appointed chief of the Carol Stream Police Department. He came to the department from a similar post in nearby Bartlett.

A switch in school buildings affected many families when the Jay Stream Junior High School students were assigned to the expanded Roy DeShane School at ElPaso, Hiawatha and Illini. The old junior high school was located at 475 Chippewa Trail. It now became the Roy DeShane Grade School for students in the lower grades in District 93.

In an effort to enlarge its library, the students at Roy DeShane were offered the opportunity to donate money to the school on their birthdays rather than holding a party. At the end of the month, a book or books would be purchased with nameplates indicating the name or names of the donors.

DAVEA opened in its new building on Swift Road, Addison.

1975

In January, the District 93 schools dedicated the new Jay Stream Junior High School. It is located only a block away from Armstrong Park. Among the honored guests were Jay Stream, the developer for whom the school was named; his daughter, Carol; and Dorothy Stream. There was no official re-dedication of the Roy DeShane School on Chippewa.

In February, the Community Improvement Committee announced it was beginning a solar energy study program for interested residents. In addition, it planned to have praying mantis eggs for sale as an alternate method of controlling garden pests without the use of chemicals.

The fourth well in the village was placed in operation.

The Bicentennial Commission was busy with an assortment of programs and contests for residents in preparation for the nation's 200th birthday on July 4, 1976. Students designed the vehicle sticker as well as a new entry sign for the village. Peter Karamitsos completed the vehicle sticker design while David Walker designed the entry sign. The community had been designated as one of the nation's "official participants" in the Bicentennial.

The Bicentennial Wagon train traveled through a portion of Carol Stream enroute to the DuPage County Fairgrounds where the train of 25 assorted covered wagons camped overnight. Presentations of mementos were made to the Wagon Train by the

village. Bloomingdale, Glendale Heights, Carol Stream and Wheaton turned out on a rainy day to greet the visitors. The Wheaton and Carol Stream Bicentennial Commissions cooperated with the state commission on local routing for the wagons enroute from the West Coast to Valley Forge, Pennsylvania. The Fife and Drum Corps from Jay Stream Junior High School played for the evening.

The village Bicentennial Commission was awarded a small grant to help with restoration of the railroad station which had been dismantled board by board and moved to the park. It was reconstructed on a cement base by B. W. Vogt, local craftsman and member of the commission. Two-thirds of the restored building contained old materials from the station. The Jaycees had pledged support the project by doing the exterior painting of the new museum.

Members of the Carol Stream Woman's Club and the Central DuPage Hospital Auxiliary Unit were busy with needlecrafts as they each prepared gifts to be donated to the Gretna Station Museum in 1976. The Woman's Club was making a red, white and blue quilt while the auxiliary unit was hooking a rag rug.

The Bicentennial was the theme for the 1975 Homecoming at Glenbard North High School. Later in the year, the Glendale Heights Veterans of Foreign Wars post presented the school with a Bicentennial Bennington flag.

In November, village residents approved a \$1.4 million bond issue to construct a new public library. It was projected the new facility would meet the needs of the village to 1990.

1976

The Carol Stream Fire Protection District opened its second fire station in the village in a reconverted gasoline service station. Located at the intersection of Schmale and St. Charles Roads, the station gave faster response time to the apartment, commercial and industrial areas south of North Avenue.

For an Arbor Day project in Armstrong Park, the Environmental Education Committee assisted in re-establishing a natural marsh prairie on an island in the park.

On May 16, Congressman John N. Erlenborn R-14th of Glen Ellyn narrated Aaron Copeland's "Lincoln Portrait" at the Glenbard North High School Symphonic Band concert.

While the nation was observing its 200th birthday, the *Carol Stream News* observed its 10th year of bringing local news to village residents.

A major breakthrough in the village for residents in the apartment complexes was construction of a sidewalk from the K-Mart store entrance on Schmale Road north of St. Charles Road to the

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Stan W. Helgerson, Finance Director *SWH*
DATE: July 7, 2009
RE: Collection Agency

Over the years, the Village has used NCI, Inc. as its collection agency. Typically, the Village used NCI to collect unpaid parking tickets. NCI's collection rate is quite low and of the accounts they do collect, they receive a 50% commission.

With the start-up of the "red light" program, I decided to talk to the collection agency that Redflex was going to be using, Penn Credit Corporation. I requested information from Penn Credit about their company and their collection process. I was impressed with their detailed approach to the collection process, their experience and their zero tolerance policy for debtor complaints. Penn Credit demands that individuals subject to debt collection practices be treated with dignity and respect, while they perform the necessary "due diligence" to achieve exceptional results.

Historically, the number of accounts that are sent to collection are relatively low, 500-700, as compared to those jurisdictions that have municipal parking lots and/or commuter lots. For this reason, I opted to request a proposal instead of issuing an RFP.

Penn Credit has proposed a commission of 17% of any amount collected, 29% if legal action is required (this would only be for any account that exceeds \$1,000).

Therefore, since Penn Credit will be working on behalf of the Village, i.e. for Redflex in the collection of unpaid red light violations, Penn Credit would provide a very thorough collection process and their commission would only be 17%, I would recommend that the Village Board accept the proposal from Penn Credit and appoint them as the Village's collection agency.

If you have any questions, please give me a call.

AGENDA ITEM

G.A. 7-20-09

Village of Carol Stream

Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: Stan W. Helgerson, Finance Director *SH*
DATE: July 7, 2009
RE: Investment Policy Update

Periodically, the Village's Investment Policy should be reviewed and updated if necessary, so that it stays current with the investment environment and the Village's needs and processes.

The Investment Policy was last updated in September, 2005. Although it has been reviewed since then, no changes were recommended.

After reviewing the Investment Policy by myself and our investment advisor, Morgan Stanley SmithBarney, the following changes are being recommended:

- 1) 7.0 Suitable and Authorized Investments:
 - Added the Illinois Metropolitan Investment Fund (IMET) because we have started to utilize their Convenience Fund (money market) more frequently.
- 2) 7.1 Collateralization
 - Reduced the required collateral to 105% of the fair market value of the net amount of public funds secured. It was 110% but the 105% is still higher than the GFOA Recommended Practice (102%)
- 3) 8.1 Diversification
 - Added a GFOA Recommended Practice as a reference.

I would recommend that the Village Board approve the revised Village of Carol Stream Investment Policy.

If you have any questions, please see me.

**VILLAGE OF
CAROL STREAM, ILLINOIS**



Carol Stream

INVESTMENT POLICY

Adopted
~~September 6, 2005~~



VILLAGE OF CAROL STREAM

INVESTMENT POLICY

1.0 **Policy:**

It is the policy of the Village of Carol Stream to invest public funds in a manner which will provide a competitive investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state statutes governing the investment of public funds.

2.0 **Scope:**

This investment policy applies to all financial assets of the Village of Carol Stream except for the Police Pension Fund which is subject to the order of the Board of Trustees of that particular fund. These funds are accounted for in the Village of Carol Stream's Comprehensive Annual Financial Report and include:

2.1 **Funds:**

- 2.1.1 General Fund
- 2.1.2 Special Revenue Funds
- 2.1.3 Capital Project Funds
- 2.1.4 Enterprise Funds
- 2.1.5 Trust and Agency Funds
- 2.2.6 (Any new fund created by the Village Board, unless specifically exempt.)

2.2 **Pooling of Funds**

Except for cash in certain restricted and special funds, the Village will consolidate cash and reserve balances

from all funds to maximize investment earnings and to increase efficiencies with regard to investment pricing, safekeeping and administration. Investment income will be allocated to the proper funds based on their respective participation and in accordance with generally accepted accounting principles.

3.0 **General Objectives:**

The primary objectives, in priority order of the investment activities shall be safety, liquidity and yield:

3.1 **Safety:**

Safety of principal is the foremost objective of the investment program. Investments of the Village of Carol Stream shall be undertaken in a manner that seeks the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

A. **Credit Risk:**

Credit Risk is the risk of loss due to the failure of the security issuer or backer. Credit risk may be mitigated by:

- Limiting investments to the safest types of securities listed in Section 7.0 of this Investment Policy.

- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the Village will do business in accordance with Section 5.0 and,
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

B. Interest Rate Risk:

Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- By investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy (see Section 8.2).

3.2 Liquidity:

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should

consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

3.3 Return on Investments:

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:

- 1) a declining credit security could be sold early to minimize loss of principal;
- 2) a security swap would improve the quality, yield, or target duration in the portfolio; or
- 3) liquidity needs of the portfolio require that the security be sold.

4.0 Standards of Care

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment,

considering the probable safety of their capital, as well as the probable income to be derived.

4.1 Prudence:

The standard of prudence to be used by investment officials shall be the “**prudent person**” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.2 Ethics and Conflicts of Interest:

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transaction with the same individual with whom

business is conducted on behalf of their entity.

4.3 Delegation of Authority:

Authority to manage the Village of Carol Stream’s investment program is derived from the following:

The establishment of investment policies is the responsibility of the Village Board. Management and administrative responsibility for the investment program is hereby delegated to the Finance Director who, under the direction of the Village Manager, shall establish written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The Finance Director may from time to time amend the written procedures in a manner not inconsistent with this policy or with state statutes.

The responsibility for investment activities of the Police Pension Fund rests with the Board of Trustees of the Police Pension Fund.

The Village Treasurer, appointed by the Mayor with advise of the Trustees, advises the Village Board on investment policy and is an ex-officio member of the Police Pension Fund.

5.0 **Authorized Financial Institutions, Depositories and Broker/Dealers:**

The Finance Director will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except on qualified public depository as established by state statutes.

The Village Board authorizes the Finance Director to invest up to \$99,000.00 in any **FDIC** insured financial institution.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Finance Director with the following:

- Audited financial statements demonstrating compliance with state and federal capacity adequacy guidelines
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificates of Deposit counterparties)
- Proof of state registration
- Completed broker/dealer questionnaire

- Certification of having read the Village's investment policy
- Depository contracts

An audited financial statement is required to be on file for each financial institution and broker/dealer in which the village invests.

6.0 **Safekeeping and Custody:**

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

Securities will be held by an independent third-party custodian selected by the Village as evidenced by safekeeping receipts in the Village's name. The safekeeping institution shall annually provide a copy of their most recent report on internal controls (Statement of Auditing Standard No. 70, or SAS 70).

6.1 **Internal Controls:**

The finance director is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village of Carol Stream are protected from loss, theft or misuse. Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

The internal controls structure shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and record keeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members.
- Written confirmation of telephone transactions for investments and wire transfers
- Dual authorization of wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian

Accordingly, the Finance Director shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

7.0 Suitable and Authorized Investments:

The Village may invest in any type of security allowed for in Illinois statutes (30ILCS 235/2) regarding the investment of public funds. Approved investments include:

- Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
- Bonds, notes, debentures or other similar obligations of the United States of America or its agencies;
- Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct

obligations of any bank as defined by the Illinois Banking Act; and is insured by the Federal Deposit Insurance Corporation;

- Short-term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and which mature not later than 180 days from the date of purchase, (ii) such purchases do not exceed 10% of the corporation's outstanding obligations and (iii) no more than 25% of the Village's funds may be invested in short-term obligations of corporations;
- Illinois Public Treasurer's Investment Pool (Illinois Funds) **and the Illinois Metropolitan Investment Fund(IMET);**
- Consistent with the GFOA Recommended Practice on Use of Derivatives by State and Local Governments (Attachment #1), extreme caution should be exercised in the use of derivative instruments.

7.1 Collateralization:

It is the policy of the Village of Carol Stream and in accordance with the GFOA's Recommended Practices on the Collateralization of Public Deposits (Attachment #2), the Village requires that funds on deposit in excess of FDIC limits be secured by some form of collateral. The Village will accept any of the following assets as collateral:

- Government Securities
- Obligations of Federal Agencies
- Obligations of Federal Instrumentalities
- Obligations of the State of Illinois

(The Village reserves the right to accept/reject any form of the above named securities.)

The Village also requires that all depositories that hold Village deposits in excess of the FDIC limit must agree to utilize the Village's Collateralization Agreement (Attachment #3).

The amount of collateral provided will not be less than 105% of the fair market value of the net amount of public funds secured. The ratio of fair market value of collateral to the amount of funds secured will be reviewed monthly, and additional collateral will be required when the ratio declines below the level required and collateral will be released if the fair market value exceeds the required level. Pledged collateral will be held in safekeeping, by an independent third party depository, or the Federal Reserve Bank of Boston, designated by the Village of Carol Stream and evidenced by a safekeeping agreement. Collateral agreements will preclude the release of the pledged assets without an authorized signature from the Village of Carol Stream. The Village of Carol Stream realizes that there is a cost factor involved with collateralization and the Village will pay any reasonable and customary fees related to collateralization.

8.0 **Investment Parameters:**

8.1 **Diversification:**

In order to reduce the risk of default, it is the policy of the Village of Carol Stream in accordance with the GFOA's Recommended Practices on the Diversification of Investments in a Portfolio, (attachment #4), that the investment portfolio of the Village of Carol Stream shall be diversified by:

- limiting investments to avoid over-concentration in securities from a specific issuer or business sector (excluding U.S. Treasury and Agency securities):
 - No financial institution shall hold more than 40% of the Village's investment portfolio.
 - Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.
 - Commercial paper shall not exceed 10% of the Village's investment portfolio.
 - Brokered certificates of deposit shall not exceed 25% of the Village's investment portfolio.
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIP's), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligation

8.2 **Maximum Maturities:**

To the extent possible, the Village of Carol Stream will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Village will not directly invest in securities maturing more than three years from the date of purchase.

Reserve funds may be invested in securities exceeding three years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds. Any investment purchased with a maturity longer than four years must be supported with written documentation explaining the reason for the purchase and must be specifically approved by the Board of Trustees.

9.0 **Reporting:**

The Finance Director shall prepare an investment report at least monthly, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last month. This management summary will be prepared in a manner which will allow the Village to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the Village Manager and the Village Board. The report will include the following:

- Listing of individual securities held, by fund, at the end of the reporting period.
- Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
- Listing of investments by maturity date.
- The purchase and safekeeping institutions.

9.1 **Performance Standards:**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable

interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis. The benchmarks shall be reflective of the actual securities being purchased and risks undertaken and the benchmark shall have a similar weighted average maturity as the portfolio.

9.2 **Market Yield (Benchmark):**

The Village's investment strategy is passive. Given this strategy, the basis used by the Finance Director to determine whether market yields are being achieved shall be the six-month U.S. Treasury Bill.

9.3 **Marking to Market:**

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practices on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools" (Attachment #5). In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

10.0 **Investment Policy Adoption:**

The Village of Carol Stream's investment policy shall be adopted by resolution of the Village Board of Trustees. This policy shall be reviewed on an annual basis by the Finance Director and any modifications made thereto must be approved by the Village Board of Trustees.

GLOSSARY

AGENCIES: Federal agency securities.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE: A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered for securities.

BROKER: A Broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in inter-dealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the Village of Carol Stream. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on

the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer

DELIVERY VERSUS PAYMENT: There are two methods for delivery of securities: delivery versus payment and delivery versus receipt (also called *free*). Delivery versus payment is delivery of securities with an exchange of money for securities. Delivery versus receipt is delivery of securities with an exchange of sign receipt for the securities.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

FEDERAL CREDIT AGENCIES: Agencies of the Federal Government set up to supply credit to various classes of institutions and individuals,

e.g., S & L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT OF INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANKS (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA): FNMA, like GNMA was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing & Urban Development, HUD. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, as the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotation basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of

Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term *passthroughs* is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be *liquid* if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security, if trading, could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase - reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things,

the right of the buyer-lender to liquidate the underlying securities in the event of default of the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, banker's acceptances, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state - the so-called *legal list*. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which as been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REPURCHASE AGREEMENT (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC RULE 15C3-1: See uniform net capital rule.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as non-member broker dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. *Liquid capital* includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) *Income Yield* is obtained by dividing the current dollar income by the current market price for the security. (b) *Net Yield* or *Yield to Maturity* is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

GFOA Recommended Practice
Use of Derivatives by State and Local Governments for Cash Operating and Reserve Portfolios (1994 and 2002)

Background. Derivative products are financial instruments created from or whose value depends on (is derived from) the value of one or more underlying assets or indexes of asset values. Derivatives include instruments or features such as collateralized mortgage obligations (CMOs), interest-only (IOs) and principal-only (POs) securities, forwards, futures, currency and interest rate swaps, options, floaters/inverse floaters, and caps/floors/collars. It still remains the responsibility of each government to determine what constitutes a derivative product and what is allowable by policy and statute.

Recommendation. The Government Finance Officers Association (GFOA) urges state and local government finance officers to exercise extreme caution in the use of derivatives and to consider their use only when they have developed a sufficient understanding of the products and the expertise to manage them. Because new derivative products are increasingly complex, state and local governments should use these instruments only if they can evaluate the following factors, among others, to determine their appropriateness:

1. Governmental entities must observe the objectives of sound asset and liability management policies that ensure safety, liquidity, and yield within legally allowable investments. Because of the risks involved, the use of derivatives by governmental entities should receive particular scrutiny. Certain derivative products may not be appropriate for all governmental investors. Characteristics of such products can include high price volatility, illiquid markets, products that are not market-tested, highly leveraged products, products requiring a high degree of sophistication to manage, and products that are difficult to value.
2. Governmental entities should understand that state and local laws may not specifically address the use of derivatives and examine such considerations as
 - the constitutional and statutory authority of the governmental entity to execute derivative contracts,
 - the potential for violating constitutional or statutory provisions limiting the entity's authority to incur debt resulting from the transaction, and
 - the application of the governmental entity's procurement statutes to derivative transactions.
3. Governmental entities should be aware of all the risks associated with use of derivatives, including counterparty credit, custodial, market, settlement, and operating risk.
4. Governmental entities should establish internal controls for each type of derivative in use to ensure that these risks are adequately managed. For example,
 - the entity should provide a written statement of purpose and objectives for derivative use;

- written procedures should be established that provide for periodic monitoring of derivative instruments;
 - managers should receive periodic training and have sufficient expertise and technical resources to oversee derivative programs;
 - recordkeeping systems should be sufficiently detailed to allow governing bodies, auditors, and examiners to determine if the program is functioning in accordance with established objectives; managers should report regularly on the use of derivatives to their governing body and appropriate disclosure should be made in official statements and other disclosure documents; and
 - reporting on derivative use should be in accordance with generally accepted accounting principles, and because use of these instruments is a complex matter, early discussion with public accountants is essential to determine if specialized reporting may be required.
5. Governmental entities should be aware if their broker/dealer is merely acting as an agent or intermediary in a derivatives transaction or is taking a proprietary position. Possible conflicts of interest should be taken into consideration before entering into a transaction.
 6. Governmental entities should be aware that there may be little or no pricing information or standardization for some derivatives. Competitive price comparisons are recommended before entering into a transaction.
 7. Governmental entities should exercise caution in the selection of broker/dealers or investment managers and ensure that these agents are knowledgeable about, understand and provide disclosure regarding the use of derivatives, including benefits and risks. The entity should secure written acknowledgment from broker/dealers that they have received, read, and understood the entity's debt and investment policies, including whether derivatives are currently authorized under the entity's investment policy and that the broker/dealer or investment manager has ascertained that the recommended product is suitable for the governmental entity.
 8. Governmental entities are responsible for ensuring this same level of safeguards when derivative transactions are conducted by a third party acting on behalf of the governmental entities.
 9. Government Entities should analyze the materiality of a transaction closely to determine if it might affect a bond or other credit – related rating of such entity. Rating agencies should be notified at the appropriate time, before a transaction is completed.

References

- *A Public Investor's Guide to Money Market Instruments, Second Edition*, edited by M. Corinne Larson, GFOA, 1994.
 - *An Elected Official's Guide to Investing*, M. Corinne Larson, GFOA, 1995.
- Approved by the Committee on Cash Management, June 15, 2002
Approved by the Executive Committee, October 25, 2002.

Collateralization of Public Deposits (1984, 1987, 1993, and 2000)

Background. The safety of public funds should be the foremost objective in public fund management. Collateralization of public deposits through the pledging of appropriate securities or surety bonds by depositories is an important safeguard for such deposits. State programs pertaining to the collateralization of public deposits have generally proven to be beneficial for both the public sector and its depositories.

However, federal law imposes certain limitations on collateral agreements between financial institutions and public entities in order to secure public entity deposits. Under certain circumstances, the Federal Deposit Insurance Corporation (FDIC) may be able to avoid a perfected security interest and leave the public depositor with only the right to share with other creditors in the pro rata distribution of the assets of a failed institution.

Recommendation. The Government Finance Officers Association (GFOA) favors the use of pledging requirements as protection for state or local government's deposits. GFOA further favors and encourages state and local governments to establish adequate and efficient administrative systems to maintain such pledged collateral, including state or locally administered collateral pledging or collateral pools. To accomplish these goals, GFOA recommends the following:

1. Public entities should implement programs of prudent risk control. Such programs could include a formal depository risk policy, credit analysis, and use of fully secured investments. In the absence of an effective statewide collateralization program, local officials should establish and implement collateralization procedures.
2. State and local government depositors should take all possible actions to comply with federal requirements in order to ensure that their security interests in collateral pledged to secure deposits are enforceable against the receiver of a failed financial institution. Federal law provides that a depositor's security agreement, which tends to diminish or defeat the interest of the FDIC in an asset acquired by it as receiver of an insured depository, shall not be valid against the FDIC unless the agreement.
 - is in writing;
 - was approved by the board of directors of the depository or its loan committee; and
 - has been, continuously, from the time of its execution, an official record of the depository institution.
3. Public entities should have all pledged collateral held at an independent third-party institution, and evidenced by a written agreement in an effort to satisfy The Uniform Commercial Code (UCC) requirement for control. The UCC states that the depositor does not have a perfected interest in a security unless the depositor controls it. Control

means that swaps, sales, and transfers cannot occur without the depositor's written approval.

- The value of the pledged collateral should be marked to market monthly, or more frequently depending on the volatility of the collateral pledged. If state statute does not dictate a minimum margin level for collateral based on deposit levels (e.g., Georgia statute requires 110 percent), the margin levels should be at least 102 percent, depending on the volatility of the collateral pledged.
 - Substitutions of collateral should meet the requirements of the collateral agreement, be approved in writing prior to release, and the collateral should not be released until the replacement collateral has been received.
4. The pledge of collateral should comply with the investment policy or state statute, whichever is more restrictive.
 5. The use of surety bonds and other appropriate types of insurance in lieu of collateral could be reviewed as an alternative to collateralization. If a public entity agrees to the use of surety bonds and other types of insurance in lieu of collateral, only insurers of the highest credit quality as determined by a nationally recognized insurance rating agency should be used.

Note: As a result of the court case *North Arkansas Medical Center v. Barrett*, 963 F.2d 780 (8th Cir. 1992), the FDIC issued a policy statement in March 1993 indicating that it would not seek to void a security interest of a federal, state, or local government entity solely because the security agreement did not comply with the contemporaneous execution requirement set forth in Section 13(e) of the Federal Deposit Insurance Act 12 U.S.C. 1823(e). The policy statement was officially enacted by Section 317 of the Riegle Community Development and Regulatory Improvement Act of 1994 (Public Law 103-325). Because of this change, the bullet item "was executed by the depository institution and any person claiming an adverse interest, contemporaneously with the acquisition of the asset by the depository institution" that appeared in previous versions of this recommended practice has been removed from this version.

References

- GFOA Sample Security Agreement, 1995.
- GFOA Sample Custodial Trust Agreement, 1995.
- *An Introduction to Collateralizing Public Deposits for State and Local Governments*, M. Corinne Larson, GFOA, 1996.
- *Investing Public Funds*, Second Edition, Girard Miller with M. Corinne Larson and W. Paul Zorn, GFOA, 1998.

Long Form

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated _____, is between [name of bank] (the "*Bank*"), a [bank and trust company, national banking association, state banking corporation, savings bank or savings and loan association] having an address at _____, and [public depositor], having an address at _____ (the "*Public Depositor*").

WITNESSETH:

WHEREAS, the Bank is a qualified public depository as defined in [state statute], (the "*Act*"); and

WHEREAS, Public Depositor from time to time makes deposits, as said term is defined in the Act, in the Bank (its "*Public Deposits*"), which Public Deposits shall from time to time aggregate in excess of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the Public Depositor desires to have its Public Deposits secured by collateral; and

WHEREAS, the Bank has agreed to secure the Public Depositor's Public Deposits by granting to the Public Depositor a security interest in certain collateral ("*Eligible Collateral*") owned by the Bank, as permitted by 12 U.S.C. § 90;

NOW THEREFORE, in consideration of the Public Depositor depositing its Public Deposits as herein described, and for other good and valuable consideration, hereby acknowledged as received, it is hereby agreed between the Public Depositor and the Bank as follows:

1. In order to secure the Public Depositor's Public Deposits the Bank hereby pledges, assigns, transfers and grants to the Public Depositor a perfected first priority security interest in (a) such amounts of the Eligible Collateral to meet the collateral ratios and other requirements described in this Agreement, and (b) the Custody Account (as defined in Section 9 below) and any and all investment property and security entitlements from time to time held in, by, or for the benefit of the Custody Account (including without limitation the Eligible Collateral) and all proceeds thereof (collectively, the "*Collateral*"). If at any time the ratio of the market value of the Eligible Collateral to the Public Depositor's Public Deposits, plus accrued interest, is less than required by this Agreement, the Bank shall immediately, within no more than 24 hours, make such additions to the Eligible Collateral in such amounts such that the ratio of the market value of the Eligible Collateral to the Public Depositor's Public Deposits, plus accrued interest, shall be at least equal to that required by this

Agreement. Such additions to the Eligible Collateral shall constitute an assignment, transfer, pledge, and grant to the Public Depositor of a security interest in such additional Eligible Collateral pursuant to this Agreement and the Act.

2. The security interest granted herein (as described in Section 1 above) shall secure not only such Public Deposits and accrued interest of the Public Depositor as are held by the Bank at the time of this Agreement, but also any and all subsequent Public Deposits made by the Public Depositor in the Bank regardless of the accounts in which such funds may be held or identified by the Bank.
3. The pledge of Collateral by the Bank shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the Public Depositor may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation (FDIC) or any private insurance carried by the Bank for the purpose of protecting the claims and rights of its depositors.
4. The Public Depositor is under no obligation to maintain its deposits with the Bank and may withdraw them at any time without notice. It is agreed that when the Bank shall have paid out and accounted for all or any portion of the Public Depositor's Public Deposits, any Collateral pledged under this Agreement to secure such paid out Public Deposits shall be released from the security interest created hereunder.
5. The Bank hereby represents that (i) it is a **[state banking corporation]** duly organized and validly existing under the laws of the **[State of [state]]**; (ii) it is a qualified public depository as defined by the Act; (iii) it has, or will have as of the time of delivery of any securities as Collateral under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein; (iv) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder have been approved by resolution of the Bank's Board of Directors at its meeting of **[date]**, and the approval of the Board of Directors is reflected in the minutes of that meeting, copies of which resolution and relevant portion of the minutes of said meeting are attached hereto as Exhibit A and made a part hereof; (v) the execution and delivery of this Agreement and the pledge of securities as Collateral hereunder will not violate or be in conflict with the Articles of Incorporation or By-laws of the Bank, any agreement or instrument to which the Bank may be a party, any rule, regulation or order of any banking regulator applicable to the Bank, or any internal policy of the Bank adopted by its Board of Directors; and (vi) this Agreement shall be continuously maintained, from the time of its execution, as an official record of the Bank.
6. The Bank warrants that it is the true and legal owner of all Collateral pledged under this Agreement, that the Collateral is free and clear of all liens and claims, that no other person or entity has any right, title or interest therein, and that the Collateral has not been pledged or assigned for any other purpose. Should an adverse claim be placed on any pledged Collateral, the Bank shall immediately substitute

unencumbered Collateral of equivalent value that is free and clear of all adverse claims.

7. At any time that the Bank is not in default under this Agreement, the Bank may substitute Eligible Collateral, *provided* that (a) the total market value of Eligible Collateral held in the Custody Account shall meet the requirements of this Agreement, and (b) the Public Depositor shall have approved such actual substitution or substitution process and all documentation relating to such substitution before it becomes effective.
8. Any additional pledge of Collateral hereunder, substitution of Collateral, or release of Collateral shall be approved by an officer of the Bank duly authorized by resolution of the Board of Directors to approve such additional pledges, substitutions, or releases of Collateral under this Agreement.
9. The Bank agrees to place the Collateral with a Federal Reserve Bank, a trust department of a commercial bank, or with a trust company (the "*Custodian*") to hold in a custody account (the "*Custody Account*") for the benefit of the Public Depositor. Any such commercial bank or trust company shall be a securities intermediary that in the ordinary course of its business regularly maintains securities accounts for its customers. The Bank shall execute a custodial trust agreement with the Custodian ("*Custodial Trust Agreement*") for the custody of the Eligible Collateral consistent with the terms of this Agreement. The Custodial Trust Agreement shall contain the Custodian's agreement to hold all Collateral in the Custody Account for the benefit of the Public Depositor and subject to the Public Depositor's direction and control and to comply with entitlement orders originated by the Public Depositor without the Bank's further consent. The executed Custodial Trust Agreement is attached hereto as Exhibit B. The execution by the Bank of the Custodial Trust Agreement shall in no way relieve it of any of its duties or obligations hereunder.
10. Upon the initial transfer of Eligible Collateral under this Agreement and monthly thereafter, the Bank shall cause the Custodian to report to the Public Depositor specifying the type and market value of Eligible Collateral being held in the Custody Account for the benefit of the Public Depositor.
11. The Bank shall pledge and transfer to the Custody Account Eligible Collateral having a total market value of at least the total value of the Public Deposits, including accrued interest, of the Public Depositor, less amounts covered by insurance of the FDIC.
12. Eligible Collateral shall include only the following securities and shall have a minimum market value as expressed in the following collateral ratios:

FORM OF ELIGIBLE COLLATERAL PLEDGE	COLLATERAL RATIO* (MARKET VALUE DIVIDED BY DEPOSIT PLUS ACCRUED INTEREST)
A. United States treasury Bills, notes and bonds	
i. Maturing in less than one year	102%
ii. Maturing in one to five years	105%
iii. Maturing in more than five years.....	110%
B. Actively traded United States government agency securities	
i. Maturing in less than one year	103%
ii. Maturing in one to five years	107%
iii. Maturing in more than five years	115%
C. United States government agency variable rate securities	
D. [State] general obligation bonds	
i. Maturing in less than one year	102%
ii. Maturing in one to five years	107%
iii. Maturing in more than five years	110%

13. The Bank shall recalculate the market value of individual securities comprising Eligible Collateral at least monthly.

14. The Bank has heretofore or will immediately hereafter deliver to the Custodian for immediate deposit into the Custody Account Eligible Collateral of sufficient value to meet the terms of this Agreement. Said Eligible Collateral, or substitute collateral, as herein provided for, shall be retained by the Custodian in the Custody Account so long as the Bank holds deposits of the Public Depositor.

* The collateral ratios set forth below are merely suggested ratios and should be modified by the Public Depositor to reflect applicable statutory requirements and their investment policies.

15. In the event the Bank shall (a) fail to pay the Public Depositor any funds which the Public Depositor has on deposit, (b) fail to pay and satisfy when due any check, draft, or voucher lawfully drawn against any deposit of the Public Depositor, (c) fail or suspend active operations, (d) become insolvent, or (e) fail to maintain adequate Collateral as required by this Agreement, the Bank shall be in default, the Public Depositor's deposits in such Bank shall become due and payable immediately, the Public Depositor shall have the right to unilaterally direct the Custodian to liquidate the Collateral held in the Custody Account and pay the proceeds thereof to the Public Depositor and to exercise any and all other security entitlements with respect to the Custody Account and the other Collateral, to withdraw the Collateral, or any part thereof, from the Custody Account and deliver such Collateral to the Public Depositor or to transfer the Collateral or any part thereof into the name of the Public Depositor or into the name of the Public Depositor's nominee, and ownership of the Collateral shall transfer to the Public Depositor. The Bank authorizes the release, withdrawal and delivery of the Collateral to the Public Depositor upon default by the Bank, and authorizes the Custodian to rely without verification on the written statement of the Public Depositor as to the existence of a default and to comply with entitlement orders originated by the Public Depositor without further consent of that Bank.
16. In the event of default as described in Section 15, the Public Depositor shall also have the right to sell Collateral at any public or private sale at its option without advertising such sale, upon not less than three (3) days' notice to the Bank and the Custodian. In the event of such sale, the Public Depositor, after deducting all legal expenses and other costs, including reasonable attorney's fees, from the proceeds of such sale, shall apply the remainder on any one or more of the liabilities of the Bank to the Public Depositor, including accrued interest, and shall return the surplus, if any, to the Bank, or its receiver or conservator.
17. During the term of this Agreement, the Public Depositor will, through appropriate action of its governing board, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Public Depositor in any and all matters arising under this Agreement.
18. All parties to this Agreement agree to execute any additional documents that may be reasonably required to effectuate the terms, conditions and intent of this Agreement.
19. All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
21. This Agreement shall be governed by and construed in accordance with the laws of [state] and the laws of the United States, and it supersedes any and all prior

agreements, arrangements or understandings with respect to the subject matter hereof. In the event that any conflict of law issue(s) should arise in the interpretation of this Agreement, the parties agree that when [state] law is not preempted by laws of the United States, [state] law shall govern.

22. No provision of this Agreement may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.
23. In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Agreement, which shall be given effect without the conflicting provision. To this end the provisions of this Agreement are declared to be severable.
24. Unless applicable law requires a different method, any notice that must be given under this Agreement shall be given in writing and sent by certified mail, return receipt requested or third party overnight priority mail carrier to the address set forth herein or such other place as may be designated by written notice in the same manner from one party to the other.

[public depository bank

[public depositor]

By:

By:

Its:

Its:

Date: _____

Date: _____

GFOA Recommended Practice
Mark-to-Market Practices for State and Local Government Investment
Portfolios and Investment Pools (1995, 2000, and 2003)

Background. As the investment portfolios of state and local governments are subjected to increased scrutiny, it is essential that reporting standards be enhanced so that investors, governing bodies, and the public remain informed of the current market value of the portfolio. Regular disclosure of the value of a governmental entity's investments is an important step to furthering taxpayer and market confidence in state and local government investment practices. The Governmental Accounting Standards Board (GASB) has also recognized in GASB Statement 31 the need to report investments at fair value at fiscal year end.

Government officials should be aware of state, local, accounting, and rating agency requirements regarding mark to market practices.

Recommendation. The Government Finance Officers Association (GFOA) recommends that state and local government officials responsible for investment portfolio reporting determine the market value of all securities in the portfolio on at least a quarterly basis. These values should be obtained from a reputable and independent source and disclosed to the governing body or other oversight body at least quarterly in a written report. It is recommended that the report include the market value, book value, and unrealized gain or loss of the securities in the portfolio.

Many state and local government officials are allowed to invest in various state and local government investment pools available in their state or region. GFOA recommends that pool administrators, on a daily basis, determine the market value of all securities in the pool and report this information to all pool participants on at least a monthly basis. These values should be obtained from a reputable and independent source. This information should be included in the report to the governing body prepared on at least a quarterly basis.

References

- *An Elected Official's Guide to Investing*, M. Corinne Larson, GFOA, 1996.
- *GASB Statement 31 and Implementation Guide*.
- *Investing Public Funds, Second Edition*, Girard Miller with M. Corinne Larson and W. Paul Zorn, GFOA, 1998.

Recommended for Approval by the Committee on Cash Management, January 23, 2003.

Approved by the GFOA's Executive Committee, February 28, 2003.

AGENDA ITEM

G-3 7-20-09

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager
FROM: William N. Cleveland, Assistant Village Engineer *WNC*
DATE: July 15, 2009
RE: Bridge Inspection Consultant Contract

As a result of the I-35 bridge failure in Minnesota the FHWA and IDOT have toughened their requirements for bridge inspectors. It is now required that a bridge inspector attend a ten day class, presented by the National Highway Institute costing about \$1,400.00. Previously, all that was required was a professional engineer's license for the State of Illinois. IDOT requires the Village to submit a bridge inspector for their review and approval.

Engineering staff examined the qualifications of several consultants in the area and selected Pavia-Marting & Company to perform evaluations on the three bridges where IDOT requires inspections; Lies Road, Illini Drive and Thunderbird Trail. Other structures in the Village will continue to be inspected by Village Staff. Pavia-Marting was the original design consultant for the construction of both the Illini Drive and Thunderbird Trail bridges.

Upon selection of the consultant, staff negotiated a "not-to-exceed" contract in the amount of \$13,506.56. This project was not budgeted and therefore requires a budget transfer to be funded. This mandate was received after the budget process was finished last year. The contract has been reviewed by the Village Attorney and revised based on his comments.

Staff therefore recommends approval of the consultant services agreement with Pavia-Marting Company for the Bridge and Culvert Inspections in the amount not to exceed \$13,506.56.

Attachments

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

**ENGINEERING SERVICES AGREEMENT FOR
BRIDGE & CULVERT INSPECTIONS**

**Bridge Structure Number 022-6201, Bridge Structure Number 022-6202, and
Bridge Structure Number 022-6204**

This AGREEMENT is made and entered into this ___ day of _____, 2009 between the OWNER and ENGINEER and covers certain professional engineering services in connection with the improvement described herein.

The OWNER and ENGINEER are defined as indicated below for purposes of this AGREEMENT.

<u>OWNER...:</u>	VILLAGE OF CAROL STREAM	<u>ENGINEER.:</u>	PAVIA-MARTING & CO.
	500 N. Gary Avenue		910 W. Lake Street
	Carol Stream, IL 60188		Roselle, IL 60172
	(630) 871-6220		Phone.: (630) 529-8000
			Fax.....: (630) 894-4910
			FEIN.....: 36-2698347

GENERAL DESCRIPTION OF PROJECT

Name.....: Illini Drive, Thunderbird Trail & Lies Road
Length.....: n/a
Termini.....: n/a

Description..:

Provide in-service bridge and culvert inspection reports for Illini Drive bridge (Str. No. 022-6201), Thunderbird Trail bridge (Str. No. 022-6202) and Lies Road culvert (Str. No. 022-6204) located within the Village of Carol Stream, Illinois.

AGREEMENT PROVISIONS

SECTION A -- THE ENGINEER AGREES...;

1. To perform or be responsible for the performance of the following **ENGINEERING SERVICES** for the OWNER in connection with the proposed improvement herein described, and stated below:
 - A Review previous inspection reports and rating for each bridge and culvert.
 - B Review the design details and profiles of each bridge and culvert to familiarize oneself with the designs.
 - C Inspect the deck for each bridge or culvert noting any deficiencies (*to be recorded in a hard-cover field book*).

- i. Medians, drain system, and light standards were not observed as part of the bridges and culverts slated for inspection for this project.
 - D. Inspect the superstructure for each bridge noting any deficiencies (*to be recorded in a hard-cover field book*). *Due to the involvement of a water body or hazard, an additional staff person will be assigned to this task, only during the underside inspection of the superstructure, in the event that we need to contact emergency services due to safety situation while performing the inspection.*
 - E. Inspect the substructure for each bridge noting any deficiencies (*to be recorded in a hard-cover field book*). *Due to the involvement of a water body or hazard, an additional staff person will be assigned to this task, only during the substructure inspection period, in the event that we need to contact emergency services due to a safety situation while performing the inspection.*
 - F. Inspect each culvert noting any deficiencies (*to be recorded in a hard-cover field book*). *Due to the involvement of a water body or hazard, an additional staff person will be assigned to this task, only during the inspection period, in the event that we need to contact emergency services due to a safety situation while performing the inspection.*
 - G. Inspect the channel condition upstream, downstream, and through the bridge or culvert noting any deficiencies (*to be recorded in a hard-cover field book*). *Due to the involvement of a water body or hazard, an additional staff person will be assigned to this task, only during the inspection period, in the event that we need to contact emergency services due to a safety situation while performing the inspection.*
 - H. Inspect the approaching roadway alignment for each bridge or culvert noting any deficiencies (*to be recorded in a hard-cover field book*).
 - I. Prepare a Bridge Inspection Report (MI), an Inspection/Appraisal Report (S-104), and an Inventory Turnaround Report (S-105) for each bridge and culvert.
 - i. Provide the required ratings and comments on the MI.
 - ii. Update the S-104 with current data.
 - iii. Update the S-105 with current data.
 - J. Provide the Master Structure Report (S-107) with each bridge or culvert inspection report.
 - K. Insert a copy of the bridge inspector's notes from the field book in each bridge or culvert inspection report.
 - L. Prepare a locate map for each bridge or culvert inspection report.
 - M. Insert the detail sheets for each bridge or culvert in the inspection report.
 - N. Prepare exhibits with pictures taken of each bridge or culvert for the inspection report.
2. To submit, upon request by the OWNER, a list of personnel and equipment the ENGINEER

proposes to use in fulfilling the requirements of this AGREEMENT.

SECTION B – The OWNER agrees....:

1. **FEES:** That the OWNER will pay the ENGINEER for all services, rendered under this AGREEMENT and as defined herein, as follows:

ITEM	AMOUNT
ESTIMATED TOTAL HOURS	127.00
Total Salary Cost	\$3,954.49
Payroll Burden, Fringe, Overhead, Indirect Cost and Facility Cost of Money	\$7,790.35
In-House Direct Cost	\$0.00
Outside Direct Cost	\$0.00
Service by Others	\$0.00
Fixed Fee Profit	\$1,761.72
TOTAL "Not-to-Exceed" FEE	\$13,506.56

The engineering fee for all identified structures will be based on a cost-plus-fixed-fee contract as detailed in Attachment A of this contract and made a part hereto.

The billing for this PROJECT will be based on the actual time incurred, but will not exceed the above fee without the written authorization of the OWNER. If the hours required to complete the bridge inspection services are less than estimated herein, the fee will be less than the "not-to-exceed" fee shown above.

2. **EMPLOYEE CLASSIFICATIONS:** The classification of employees used in the work should be consistent with the employees' classification for the services performed. The hourly rates for billing purposes are attached hereto and made a part of this contract as Attachment B.

These hourly rates will be effective on the date the parties hereto enter into this AGREEMENT, have fixed their hands and seals and will remain in effect until April 30, 2010. In the event that services of the ENGINEER extend beyond April 30, 2010, the hourly rates will be adjusted by an addendum to this AGREEMENT to compensate for changes in the salary structure of the ENGINEER's staff that are in effect at that time. However, the "Not-to-Exceed" fee stated herein has been adjusted to account for an extension till April 30, 2010.

3. INVOICING: Invoicing for services performed by the ENGINEER pursuant to this AGREEMENT will be made as soon as practical after the service has been performed and the invoice submitted in accordance with the following schedule:
 - A. Invoicing will be submitted on a monthly basis for the work completed. The invoice will document the hours invoiced, the respective person, the hourly rate and the total amount.
4. PAYMENT SCHEDULE: The OWNER recognizes that prompt payment of the ENGINEER'S invoices is an essential aspect of the overall consideration the ENGINEER requires for providing service to the OWNER. The Owner agrees to pay all charges not in dispute within 30 days of receipt of the ENGINEER'S invoice. OWNER agrees that the ENGINEER has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of the ENGINEER'S invoice, and OWNER agrees to waive any claim against ENGINEER, and to indemnify, defend, and hold ENGINEER harmless from and against any claims arising from ENGINEER'S suspension or termination due to OWNER'S failure to provide timely payment.
5. DISPUTED CHARGES: Any charges held to be in dispute will be called to the ENGINEER'S attention within ten days of receipt of ENGINEER'S invoice, and the OWNER and ENGINEER will work together in good faith to resolve their differences. If the OWNER and ENGINEER are not able to resolve their differences within 60 days, then either or both the OWNER and ENGINEER will have the right to suspend or terminate service. The OWNER agrees to waive any claim against the ENGINEER, and to indemnify, defend and hold the ENGINEER harmless from and against any claims arising from ENGINEER'S suspension or termination due to the OWNER'S failure to provide timely payment.
6. PROJECT ABANDONMENT: Should the PROJECT be abandoned at any time after the ENGINEER has performed any part of the services provided in this AGREEMENT, the OWNER will reimburse the ENGINEER for all services performed at the hourly rates as stipulated in Attachment B for the respective disciplines; and for non-labor direct project related expenses plus profit at 15.0%.
7. PROJECT CHANGES: Should the OWNER require changes in any of the detailed plans, specification, special provisions, or the Opinion of Probable PROJECT Cost (except as abandonment of the PROJECT addressed in paragraph 4) after they have been approved by the OWNER, the OWNER will pay the ENGINEER for such changes on the basis of the time incurred times the respective hourly rates as shown in the attached hourly rate schedule plus non-labor direct project costs. It is understood that "changes" as used in this paragraph will in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans suitable for the construction of the proposed PROJECT.

8. EXTENSION OF CONTRACT TIME: Should the OWNER extend the completion of the PROJECT beyond the time limit given in the construction contract, the OWNER will pay the ENGINEER, in addition to the fees provided herein, for the ENGINEER'S time at the hourly rates for the time incurred by the respective disciplines; and all non-labor direct project expenses plus 15% profit on the expenses.

SECTION C -- IT IS MUTUALLY AGREED....:

1. DISPUTE RESOLUTION: That any difference between the ENGINEER and the OWNER concerning the interpretation of the provisions of this AGREEMENT will first be resolved by negotiations. If negotiations fail then the interpretations will be resolved in a court of law of proper jurisdiction.
2. TERMINATION: This AGREEMENT may be terminated by either the OWNER or the ENGINEER for just cause upon ten (10) days written notice at the last known post office address. Upon such termination, the ENGINEER will cause to be delivered to the OWNER all partial and completed drawings, specifications, estimates, traffic studies, soil surveys, other subsurface investigations, opinions of probable PROJECT cost and other data with the understanding that all such material becomes the property of the OWNER. The ENGINEER will be paid for all services completed or partially completed as of the date of termination for the time incurred times the hourly rate for the respective disciplines. The ENGINEER will also be paid for collecting, gathering and printing of all other documents requested by the OWNER that are not part of the survey notes, plans, specifications, special provisions, specifications, proposal forms, or cost estimates completed at the time of termination.
3. COLLUSION: The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this contract. From breach or violation of this warranty the OWNER will have the right to annul this AGREEMENT without liability.
4. START & COMPLETION OF SERVICES: Completion of services will be as follows:
 - a. Bridge/Culvert Inspection Services:

To Start Services -- Upon the award of the contract and notice to proceed.

Completion of Services -- within 60 calendar days; or abandonment of PROJECT, if abandoned (*as stipulated in Section B, paragraph 6*).
5. DOCUMENT REUSE: All documents prepared by the ENGINEER, or sub-consultant acting under the supervision of the ENGINEER, pursuant to this agreement are instruments of service with respect to this PROJECT. They are not intended or

represented to be suitable for reuse by the OWNER or others on the extension of the PROJECT or on any other project. Any reuse without written verification or adaption by the ENGINEER for the specific purpose intended will be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER. The OWNER will indemnify and hold harmless the ENGINEER from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

6. ELECTRONIC MEDIA FILES: Both the OWNER and the ENGINEER hereby mutually acknowledge that the electronic data used for this project shall remain the property of the ENGINEER and in the ENGINEER's possession. The OWNER can purchase the electronic data for a fee and signing a release releasing the ENGINEER of all past and future liabilities for using the electronic data outside the control of the ENGINEER.
7. ASSIGNS AND SUCCESSORS: Neither the OWNER or the ENGINEER shall assign or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

Nothing contained in this agreement shall prevent the ENGINEER from employing such independent consultants, associates and subcontractors as may be approved by the OWNER.

8. RIGHTS OR BENEFITS: Nothing herein shall be construed all contracts to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.
9. CONTROLLING LAWS: This agreement is to be governed by the laws of the principal place of business of the ENGINEER.
10. INSURANCE CERTIFICATES: The ENGINEER shall keep in full force and effect, during the period when this contract is in force, and for at least two (2) years thereafter, insurance coverage in companies approved by the OWNER similar to and not less than in the amounts of coverage, as is shown in Attachment C.

Upon request, our office will provide the OWNER with the appropriate insurance certificates.

IT IS MUTUALLY AGREED that the following attachments are included as part of this AGREEMENT.

ATTACHMENT A - Proposed Fee for Consultant's Services with detailed break of hours and expenses.

ATTACHMENT B - Schedule of direct hourly rates including salary, overhead and profit but not including expenses.

ATTACHMENT C - Schedule of insurance coverage

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in 2 copies of which each shall be considered as an original by the OWNER'S and ENGINEER'S duly authorized officers.

OWNER....;

(Signature)

CORPORATE
SEAL

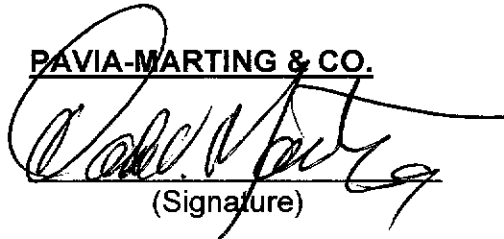
_____/ /
(Title - Date)

ATTESTED BY: _____

(Signature)

ENGINEER;

PAVIA-MARTING & CO.


(Signature)

CORPORATE
SEAL

President 7/18/09
(Title - Date)

ATTESTED BY: Assist-Secretary


(Signature)

COST ESTIMATE OF CONSULTANT'S SERVICES

File Location/Name... SEE PRINTED PAGE FOOTER
 Sheet Name.....: "ENG COSTS"

7-Jul-09
 4:37 PM

PROJECT: Bridge Inspections of In-service Bridges (022-6201, 022-6202 & 022-6204)

Route: Illini Drive (022-6201) , Thunderbird Trail (022-6202), & Lies Road (022-6204)

Section: n/a

County: Du Page

Job No.: n/a

PSB NO.--: n/a

OVERHEAD RATE (Rate times Payroll)..... 197.00%

PROFIT (on Payroll, Overhead/Fringe & In-House Direct 15.00%

ADM. COST (on Outside Direct Cost & Service By Others

Pavia-Marting & Co.
 910 West Lake Street
 Roselle, IL 60172
 (630) 529-8000

ITEM PHASE 1 SERVICES	Estimated Cost in Dollars									
	Number of Man Hours (A)	Payroll (B)	Overhead & Fringe Benefits (C)	Subtotal (D)	In-House Direct Costs (E)	Fixed Fee Profit (F)	Outside Direct Cost (G)	(a) Service By Others (H)	TOTAL (I)	Percent of Grand Total (J)
REVIEW EXISTING BRIDGE REPORTS AND DESIGN PLANS (for bridge 022-6201, 022-6202 & 022-6204)	6.00	\$233.04	\$459.09	\$692.13		\$103.82			\$795.95	5.89%
PERFORM BRIDGE INSPECTION (for bridge 022-6201, 022-6202 & 022-6204. Includes hours for a second person on-site during times when the bridge inspector is underneath the bridge/culvert and in water for safety. Includes time for the bridge inspector to write-up their findings in a fieldbook.)	50.00	\$1,666.00	\$3,282.02	\$4,948.02		\$742.20			\$5,690.22	42.13%
PREPARE BRIDGE INSPECTION REPORT (for bridge 022-6201, 022-6202 & 022-6204. Prepare a separate report for each bridge. Each report will include a copy of the inspector's notes, an exhibit of the design plans, and pictures of the bridge and deficiencies in additional to the revised inspection reports.)	71.00	\$2,055.45	\$4,049.24	\$6,104.69		\$915.70			\$7,020.39	51.98%
TOTALS.....:	127.00	\$3,954.49	\$7,790.35	\$11,744.84		\$1,761.72			\$13,506.56	100.00%

AVERAGE HOURLY PROJECT RATES

File Location/Name... SEE PRINTED PAGE FOOTER

Sheet Name.....: "AVG HRLY RATE"

7-Jul-09

4:37 PM

File Location/Name... SEE PRINTED PAGE FOOTER

PROJECT: Bridge Inspections of In-service Bridges (022-6201, 022-6202 & 022-6204)

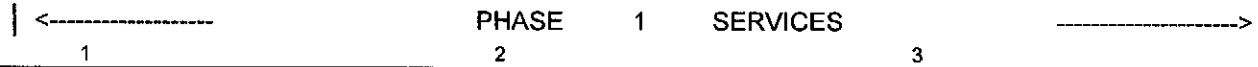
Route: Illini Drive (022-6201) , Thunderbird Trail (022-6202), & Lies Road (022-6204)

Section: n/a

County: Du Page

Job No.: n/a

Pavia-Marting & Co.
910 West Lake Street
Roselle, IL 60172
(630) 529-8000



DISCIPLINES	AVG. HRLY RATE	1			2			3		
		HOURS	% PART.	WGTD. RATE	HOURS	% PART.	WGTD. RATE	HOURS	% PART.	WGTD. RATE
		REVIEW EXISTING BRIDGE REPORTS AND DESIGN PLANS (for bridge 022-6201, 022-6202 & 022-6204)			PERFORM BRIDGE INSPECTION (for bridge 022-6201, 022-6202 & 022-6204. Includes hours for a second person on-site during times when the bridge inspector is underneath the bridge/culvert and in water for safety. Includes time for the bridge inspector to write-up their findings in a fieldbook.)			PREPARE BRIDGE INSPECTION REPORT (for bridge 022-6201, 022-6202 & 022-6204. Prepare a separate report for each bridge. Each report will include a copy of the inspector's notes, an exhibit of the design plans, and pictures of the bridge and deficiencies in addition to the revised inspection reports.)		
ARCHITECT	\$26.00									
CLERICAL	\$18.40									
DESIGN ENGINEER	\$25.03									
DRAFTSMAN	\$23.51				18.00	36.00%	\$8.46	50.00	70.42%	\$16.56
FIELD PARTY CHIEF	\$33.39									
FIELDMAN	\$23.51									
LANDSCAPE ARCHITECT	\$29.39									
PRINCIPAL ENGINEER, P.E.	\$60.00							3.00	4.23%	\$2.54
PROJECT DRAFTSMAN	\$29.40									
PROJECT ENGINEER	\$35.07									
PROJECT MANAGER, P.E.	\$38.84	6.00	100.00%	\$38.84	32.00	64.00%	\$24.86	18.00	25.35%	\$9.85
REGISTERED LAND SURVEYOR	\$33.39									
RESIDENT ENGINEER	\$33.45									
MGR OF OPERATIONS	\$46.63									
TOTALS		6.00	100.00%	\$38.84	50.00	100.00%	\$33.32	71.00	100.00%	\$28.95

AVERAGE HOURLY PROJECT RATES

File Location/Name... SEE PRINTED PAGE FOOTNOTES
 Sheet Name..... "AVG HRLY RATE"

7-Jul-09
 4:37 PM

File Location/Name... SEE PRINTED PAGE FOOTNOTES
 PROJECT: Bridge Inspections of In-service Bridge
 Route: Illini Drive (022-6201) , Thunderbird Trail ()
 Section: n/a
 County: Du Page
 Job No.: n/a

Pavia-Marting & Co.
 910 West Lake Street
 Roselle, IL 60172
 (630) 529-8000

<-----> PHASE 1 SERVICES >----->
 4 5 6

DISCIPLINES	AVG. HRLY RATE	4			5			6		
		HOURS	% PART.	WGTD. RATE	HOURS	% PART.	WGTD. RATE	HOURS	% PART.	WGTD. RATE
		TOTALS -- THIS PHASE								
ARCHITECT	\$26.00									
CLERICAL	\$18.40									
DESIGN ENGINEER	\$25.03									
DRAFTSMAN	\$23.51						68.00	53.54%	\$12.59	
FIELD PARTY CHIEF	\$33.39									
FIELDMAN	\$23.51									
LANDSCAPE ARCHITECT	\$29.39									
PRINCIPAL ENGINEER, P.E.	\$60.00						3.00	2.36%	\$1.42	
PROJECT DRAFTSMAN	\$29.40									
PROJECT ENGINEER	\$35.07									
PROJECT MANAGER, P.E.	\$38.84						56.00	44.09%	\$17.13	
REGISTERED LAND SURVEYOR	\$33.39									
RESIDENT ENGINEER	\$33.45									
MGR OF OPERATIONS	\$46.63									
TOTALS							127.00	100.00%	\$31.14	

ATTACHMENT B

RANGE OF REGULAR HOURLY INVOICING RATES

2009 Bridge Inspections

Updated...: May 1, 2009

Village of Carol Stream, Illinois

DISCIPLINES	RANGE OF HOURLY INVOICING RATES (Incl. Sal., Overhead, Expenses & Profit)
ARCHITECTS	\$69.00 - \$122.00
CLERICAL / OFFICE MANAGER	\$37.00 - \$63.00
DESIGN ENGINEER	\$73.00 - \$110.00
DRAFTSMAN	\$69.00 - \$81.00
FIELD PARTY CHIEF	\$79.00 - \$103.00
FIELDMAN / INSTRUMENT MAN	\$73.00 - \$91.00
LANDSCAPE ARCHITECT	\$110.00 - \$122.00
PRINCIPAL ENGINEER, P.E.	\$175.00 - \$196.00
PROJECT DRAFTSMAN	\$79.00 - \$100.00
PROJECT ENGINEER	\$85.00 - \$119.00
PROJECT MANAGER, P.E.	\$92.00 - \$150.00
PROFESSIONAL LAND SURVEYOR / SURVEY UNIT MANAGER	\$101.00 - \$113.00
RESIDENT ENGINEERS / PROJECT TECHNICIAN	\$89.00 - \$113.00
MANAGER OF OPERATIONS	\$148.00 - \$153.00

Mileage, mylars, copies, printing (blueines), and profit has been included in the above hourly rates.

The range of hourly rates for each discipline is based on the variation in experience and compensation for the respective employee being utilized on the PROJECT. The invoicing process will indicate the hourly invoicing rate for the respective employee co

The above rate schedule is good until April 30, 2010. If the project extends beyond that time, then rates will be adjusted.

ATTACHMENT C
Schedule of Insurance Coverage

Current insurance limits carried by the ENGINEER are as follows:

COMMERCIAL GENERAL LIABILITY (*The HARTFORD*)

* Each Occurrence	\$ 2,000,000
* Damage to Rented Premises (Ea Occurrence)	\$ 2,000,000
* Personal and Adv Injury Limit (per person or organization)	\$ 2,000,000
* Medical Expense Limit (any one person)	\$10,000
* General Aggregate	\$ 4,000,000
* Products – Comp/Op Aggregate	\$4,000,000

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE COVERAGE (*The HARTFORD*)

* Bodily Injury and Property Damage Combined Single Limit (all owned, non- owned and hired vehicles - each accident)	\$ 1,000,000
--	--------------

WORKER'S COMPENSATION COVERAGE (*The HARTFORD*)

* Worker's Compensation	Statutory
* Employer's Liability - Bodily Injury by Accident (each accident)	\$500,000
* Employer's Liability - Bodily Injury by Disease (policy limit)	\$500,000
* Employer's Liability - Bodily Injury by Disease (each employee)	\$500,000

UMBRELLA LIABILITY COVERAGE (*The HARTFORD*)

* Combined Single Limit for Personal Injury, Property Damage and Advertising Offense (Each occurrence and annual aggregate)	\$ 1,000,000
--	--------------

PROFESSIONAL LIABILITY (*BEAZLEY Insurance Company*)

• Occurrence Annual Limit	\$2,000,000
* Aggregate Annual Limit	\$2,000,000
(\$25,000 deductible per occurrence)	

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JD
PAVIA-1

DATE (MM/DD/YYYY)
07/07/09

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Pavia-Marting & Company 910 West Lake Street Roselle IL 60172-3352	INSURER A: Hartford Insurance Company	22357
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	84SBWGC0857	11/01/08	11/01/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	84UEGPQ5809	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	84SBWGC0857	11/01/08	11/01/09	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	84WBGJK9785	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

VILCARO

Village of Carol Stream
 500 North Gary Avenue
 Carol Stream IL 60188

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Sandra R. Boildot

AGENDA ITEM

Village of Carol Stream

G-4 7-20-09

Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: William N. Cleveland, Assistant Village Engineer *WB*

DATE: July 16, 2009

RE: 2009 Asphalt Rejuvenator Project – Request to Waive Bidding and Award Contract

In 2004 Engineering staff tested a new product called GSB-88 to alleviate problems of slow curing time, excessive sand, and generally messy conditions. The new product exceeded our expectations and provided the added benefit of waterproofing and an initial black color. From 2005 through 2008 we have done the entire project with GSB-88.

The product is proprietary and is not able to be funded through IDOT Motor Fuel Tax dollars. As such, it is also unable to be competitively bid, as only one contractor has the rights to apply the product in this area. Staff has therefore negotiated a unit price for application of the product.

Engineering is proposing to rejuvenate and seal only the streets repaved in 2008 and some of the streets crackfilled this year. Midwest Tar has provided a quote of \$0.85 per square yard for 250,000 square yards of pavement rejuvenation, 4% larger project than last year's. This is a \$0.09 per square yard (12%) increase over last year's price of \$0.76 per square yard. Although we typically award this project in the fall, this year we are proposing to award the contract slightly early to avoid cure problems associated with cooler weather.

Engineering staff therefore recommends that the bid process be waived and the 2009 Asphalt Rejuvenator Project be awarded to American Road Maintenance (formerly Midwest Tar Sealer Company) at the negotiated unit price for a cost not to exceed \$212,500. The budget for rejuvenation is in Public Works street maintenance this year in the amount of \$213,000.

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

Attachment



1485 E. Thorndale
Itasca, IL 60143
630.417.0227
630.729.3033 Fax

July 14, 2009

Village of Carol Stream
500 North Gary Avenue
Carol Stream, IL 60188
630.871.6220 X-6408
Attn: Mr. Bill Cleveland
wccleveland@carolstream.org

Re: Various Streets
Carol Stream

Dear Mr. Cleveland:

We propose to furnish labor and materials to complete the items listed below:

SEALING:	
GSB-88 Asphaltic Rejuvenator	

Clean specified area free of foreign matter such as dirt and gravel. Scrape and broom oil and grease spots. Apply the appropriate amount of GSB-88 Rejuvenator based on pre-test results. GSB-88 is a pavement rejuvenator designed to protect and restore plasticity, retard aging, and prevent loss of durability in bituminous pavement. GSB-88 protects and preserves bituminous pavement by sealing, penetrating and rebinding the asphaltic mix together. This penetrating action plasticizes the binder of the asphalt.

Specification:

Pre-test pavement to determine proper application rate based on existing pavement conditions. GSB-88 Rejuvenator shall be applied at appropriate rates based on pre-test results.

Phase 1

100,000 Square Yards of Pavement Rejuvenation @ \$0.850 \$85,000.00

Phase 2

150,000 Square Yards of Pavement Rejuvenation @ \$0.850 \$127,500.00

TOTAL:	
--------	--

Pavement Rejuvenation GSB-88: \$212,500.00

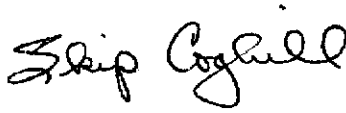
Total Cost: \$212,500.00

RESTRICTIONS:

- 1 . Above quantities were provided by your organization and are estimates only. Upon completion of work, field measurements will be taken and the total cost will be actual field measurements times unit costs.
- 2 . Number of trips rejuvenation price is based: Several
- 3 . Price does not include permits, bonds or material testing

Thank you for the opportunity to bid this project with your organization.

Sincerely,



Skip Coghill

If you wish to accept this proposal, please date, sign, and return one copy to above address:

Date _____


Signature _____

AGENDA ITEM

H-1 7-20-09

Village of Carol Stream Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: July 13, 2009

RE: Ordinance Approving an Illicit Discharge Detection and Elimination (IDDE) Ordinance

The Environmental Protection Agency (EPA) requires all National Pollutant Discharge Elimination System (NPDES) permit holders, which Carol Stream is one, to develop, adopt and implement an IDDE ordinance. Village Staff as well as DuPage County and other municipal engineers have prepared a model IDDE ordinance that meets this requirement. This ordinance has been modified for Carol Stream, but is essentially the same ordinance that was adopted by DuPage County. See attached IDDE Ordinance.

The IDDE Ordinance provides for the administration and enforcement of the IDDE Program. This program seeks to detect illicit discharges that pollute our stormwater and then to eliminate those discharges through education or enforcement actions.

The three main components of the IDDE program are 1) monitoring 2) tracing and 3) enforcement. Identified NPDES outfalls throughout the County and Village will be monitored by DuPage County for illicit discharges. If an illicit discharge is detected or if one is reported the County will attempt to trace it to its source. If the source is found, the County will notify the Village and we will then proceed to have the illicit discharge eliminated. This ordinance provides the means to administer this process.

The IDDE Ordinance has been reviewed by Village Staff and the Village Attorney and found acceptable. Therefore, Staff recommends the Village Board approve the IDDE Ordinance.

Cc: Al Turner, Director of Public Works
Matt York, Assistant Public Works Director
William N. Cleveland, Assistant Village Engineer

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING THE VILLAGE OF CAROL STREAM
ILLICIT DISCHARGE DETECTION AND ELIMINATION ORDINANCE**

WHEREAS, the United States Congress has adopted the Clean Water Act and, thereafter, the Water Quality Act to combat water pollution; and

WHEREAS, the aforesaid Federal legislation authorized the establishment of the National Pollution Discharge Elimination System ("NPDES") permitting program, under which permitting is, generally, administered by the states; and

WHEREAS, the Illinois Environmental Protection Agency ("IEPA") has issued a General National Pollution Discharge Elimination System Permit for Discharges from Small Municipal Separate Storm Sewer Systems ("Phase II") to the Village of Carol Stream (Village), an NPDES co-permittee along with other municipal co-permittees; and

WHEREAS, NPDES Permits requires the co-permittee to develop, adopt and implement an ordinance for the detection, prohibition and elimination of illicit discharges into the storm sewer systems of the co-permittee; and

WHEREAS, illicit discharges of pollutants into storm sewer systems is a significant source of water pollution to Village streams and water bodies; and

WHEREAS, the County has adopted the DuPage County Stormwater Management Plan (the "Plan"), pursuant to 55 ILCS 5/5-1062, which plan recognizes that improved water quality is an integral part of the proper management of storm and flood waters; and

WHEREAS, the Village has worked closely with the DuPage County Stormwater Management Division and the municipal engineers of the co-permittee municipalities to develop a program to detect, prohibit and eliminate illicit discharges into the storm sewer systems of the County and co-permittees in order to prevent water pollution,

and in particular, to comply with the requirements of their General NPDES Phase II permit; and

WHEREAS, the DuPage County Stormwater Management Division and the municipal engineers of the co-permittee municipalities including the Village have developed a program that includes public education, monitoring and tracing of illicit discharges and a proposed ordinance as the enforcement component thereof; and

WHEREAS, the proposed Illicit Discharge Detection and Elimination Ordinance is intended to reduce and, or, prevent the pollution of any stream or any body of water within the Village, and to reduce and, or, prevent pollutants from entering the Waters of the Unites States; and

WHEREAS, improving water quality in the Village, and reducing or eliminating the public's exposure to water-borne pollutants is in the best interests of the Village and its residents; and

WHEREAS, the Village Engineer and Attorney have reviewed and recommend approval of the Illicit Discharge Detection and Elimination Ordinance;

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

SECTION 1: The Village adopts as its Illicit Discharge Detection and Elimination Ordinance, the following:

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ARTICLE 1. AUTHORITY AND PURPOSE.

Sec. 1-1. Statutory Authority.

1. This Ordinance shall be known, and may be cited, as the Village of Carol Stream Illicit Discharge Detection and Elimination Ordinance.
2. The Village Board promulgates this Ordinance pursuant to their authority to adopt ordinances regulating the quality of all stormwater runoff channels, streams, and basins in the Village.
3. As applicable, the Village may promulgate and enforce this Ordinance pursuant to 65 ILCS 5/1-2-1, 5/11-12-12, 11-30-2, 11-30-8, and 5/11-31-2 and such other authority as applicable to the Village and its home rule powers.

Sec. 1-2. Purposes of this Ordinance.

1. The purpose of this Ordinance is to ensure the health, safety, and general welfare of the citizens of the Village, and protect and enhance water quality in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) through the regulation of non-stormwater discharges to the storm drainage system. This Ordinance establishes methods for controlling the introduction of discharges other than those occurring as a direct result of precipitation and, or, snow melt into the municipal separate storm sewer system (MS4) and the storm drainage system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) Phase II permit process. Other purposes of this Ordinance include:
 - a. To regulate the contribution of pollutants to the MS4 and the storm drainage system by non-stormwater discharges; and
 - b. To prohibit illicit connections and discharges to the MS4 and the storm drainage system.
2. The purposes of this Ordinance shall be implemented by its provisions.

Sec. 1-3. through 1-10. Reserved.

ARTICLE 2. DEFINITIONS.

Sec. 1-11. Interpretation of Terms and Words.

For the purposes of this Ordinance, the terms and words used herein shall be interpreted as

follows:

1. Words used in the present tense include the future tense; and
2. Words used in the singular number include the plural number and words used in the plural number include the singular number; and
3. The words “shall”, “will”, and “must” are mandatory, not permissive; and
4. The phrase “Director” refers to the Director of Public works who is the individual responsible for the enforcement.

Sec. 1-12. Definitions.

For the purposes of this Ordinance, the following words and terms shall have the meanings set forth except where otherwise specifically indicated. Words and terms not defined shall have the meanings indicated by common dictionary definition.

Building. A structure that is constructed or erected partially or wholly above ground and is enclosed by walls and a roof. The term “building” includes manufactured homes and includes both the above-ground and the below-ground portions of the structure.

Clean Water Act (CWA). The Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), and any subsequent amendments thereto.

Committee. The Stormwater Management Committee of the DuPage County Board, authorized by 55 ILCS 5/5-1062.

Community. Any municipality, or the unincorporated County, within DuPage County acting as a unit of local government.

County. The County of DuPage, Illinois.

Department. The Village of Carol Stream Department of Public Works or successor agency.

Director. The Village of Carol Stream Director of Public Works or successor position or his or her designee.

Division. The DuPage County Stormwater Management Division or successor agency.

Drain. Piping and appurtenances for conveying a fluid.

Facility. Something that is built, installed, or established to serve a particular purpose.

Hazardous Materials. Any material which may cause, or significantly contribute to, a substantial hazard to human health, safety, property, or the environment.

Illicit Connections. An illicit connection is defined as either of the following:

1. Any drain or conveyance, whether on the surface or subsurface that allows an illicit discharge to enter the storm drainage system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drainage system and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by the community or,
2. Any drain or conveyance connected from a commercial or industrial land use to the storm drainage system that has not been documented in plans, maps, or equivalent records and approved by the community.

Illicit Discharge. Any direct or indirect non-storm water discharge to the storm drainage system, except as exempted in Section 1-41.3 of this Ordinance.

Industrial Activity. Activities subject to an industrial NPDES stormwater permit, as defined in 40 CFR, Section 122.26 (b)(14).

Line. A hollow conduit through which fluids are transported between two or more points.

Municipal Separate Storm Sewer System (MS4). A conveyance or system of conveyances (including but not limited to sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, and storm sewers) owned or operated by a governmental entity and designed or used for collecting or conveying stormwater, and that is not used for collecting or conveying sewage.

National Pollutant Discharge Elimination System (NPDES) Permit. A permit issued by Illinois Environmental Protection Agency (IEPA) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-Stormwater Discharge. Any discharge to the storm drainage system that is not the direct result of precipitation and, or, snow melt in the tributary drainage basin.

Notice of Intent (NOI). Illinois Environmental Protection Agency Notice of Intent to participate in coverage under the General Permit to Discharge Storm Water Associated with Industrial Activity.

Oversight Committee. A committee appointed by the Village by Ordinance 2003-04-16 to oversee the implementation and enforcement of the Village's Storm Water Ordinance.

Parcel. Contiguous land under single ownership or control.

Person. Any individual, association, partnership, public or private corporation, municipality, political subdivision, government agency, or any other legal entity, including heirs, successors, agents, officers, and assigns of such entity.

pH Neutral. pH value between 6.5 and 9.0 Standard Units.

Plan. The DuPage County Stormwater Management Plan, adopted by the DuPage County Board in September 1989, as amended from time to time.

Pollutant. Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, wastewater, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Runoff. The waters derived from precipitation and, or, melting snow within a tributary drainage basin that exceeds the infiltration capacity of that basin.

Sewage. Polluted stormwater, wastewater, or other refuse liquids usually conveyed by sewers.

Sewer. An artificial conduit to carry off sewage and, or, surface water (as from rainfall), including sanitation, stormwater, and, or, combined sewers.

Sewerage. A system of sewers and appurtenances for the collection, transportation, pumping, and treatment of sewage.

Storm Drainage System. A facility by which stormwater is collected and, or, conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater. Any surface flow, runoff, and drainage from any form of natural precipitation, and resulting from such precipitation.

Structure. Anything that is erected or constructed. The term "structure" includes, without limitation: buildings, manufactured homes, tanks, dams, sewers, constructed channels, outfalls, parking lots, driveways, roads, sidewalks, and concrete patios.

Village. The Village of Carol Stream, Illinois.

Wastewater. Water that has been used and is not for reuse unless treated by a wastewater treatment facility.

Waters of the United States. As defined in the CWA, "Waters of the United States" applies only to surface waters, rivers, lakes, estuaries, coastal waters, and wetlands. Not all surface waters are legally "Waters of the United States." Generally, those waters include the following:

- All interstate waters;
- Intrastate waters used in interstate and, or, foreign commerce;
- Tributaries of the above;
- Territorial seas at the cyclical high tide mark; and
- Wetlands adjacent to all the above.

Sec. 1-13. through 1-20. Reserved.

ARTICLE 3. GENERAL PROVISIONS.

Sec. 1-21. Applicability.

This Ordinance shall apply to all water entering the storm drainage system from any developed or undeveloped lands within the jurisdiction of the Department, unless explicitly exempted by Section 1-41.3 of this Ordinance, including any amendments or revisions thereto.

Sec. 1-22. Interpretation.

1. The provisions of this Ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience, prosperity, and general welfare and the environment of the residents of the Village, and to effectuate the purposes of this Ordinance and enabling legislation.
2. Where the conditions imposed by any provision of this Ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other applicable statute, law, ordinance, regulation, or rule, the provision that is most restrictive or imposes the higher standards or requirements shall apply.
3. The provisions of this Ordinance shall be interpreted to be cumulative of, and to impose limitations in addition to, all other ordinances, laws, codes, and regulations, in existence or which may be passed governing any subject matter of this chapter. To the greatest extent possible, the provisions of this Ordinance shall be construed to be consistent with, and not in conflict with, the provisions of such other ordinances, laws, codes, and regulations, and with

each other, to the end that all such provisions may be given their fullest application.

Sec. 1-23. through 1-30. Reserved.

ARTICLE 4. ADMINISTRATION.

Sec. 1-31. Participating Communities.

The Village shall promulgate and enforce this Ordinance in accordance with the following participation levels. Participation levels shall be established through the adoption of inter-governmental agreements.

1. Duties of a Full Participant community include:
 - a. Completion of an inter-governmental agreement for full participation in the Illicit Discharge Detection and Elimination Program.
 - b. Provide the Division with a current storm sewer atlas. An updated storm sewer atlas shall be provided to the Division annually.
 - c. Provide assistance to the Division in acquiring access to the storm drainage system as mutually deemed necessary.
 - d. Provide timely prosecution of persons found to be in violation of this Ordinance when necessary per Article 8 of this Ordinance.
 - e. Provide the Division with documentation of any enforcement action or prosecution from the previous one (1) year for inclusion in the IEPA Annual Facility Inspection Report.
2. Duties of a Partial Participant community include:
 - a. Completion of an inter-governmental agreement for partial participation in the Illicit Discharge Detection and Elimination Program.
 - b. Provide the Division with a current storm sewer atlas. An updated storm sewer atlas shall be provided to the Division annually.
 - c. Tracing discharges to their source when the Division determines that an illicit discharge has been located within the jurisdiction of the community.
 - d. Provide timely prosecution of persons found to be in violation of this Ordinance when

necessary per Article 8 of this Ordinance.

- e. Provide the Division with documentation of any enforcement action or prosecution from the previous one (1) year for inclusion in the IEPA Annual Facility Inspection Report.

3. Duties of a Non-Participant community include:

- a. Responsible for developing and implementing an Illicit Discharge Detection and Elimination Program to ensure compliance with the IEPA NPDES regulations within municipal limits on its own behalf.
- b. If an inter-governmental agreement is not submitted to the County for partial or full participation, the community will be designated as a non-participant.

Sec. 1-32. Responsibility for Administration.

The Department shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted or duties imposed upon the Department may be delegated in writing by the Director to persons or entities acting in the beneficial interest, or in the employ of, the Department as representatives, contractors, designees and, or, assigns.

Sec. 1-33. Duties of Director.

The duties and functions of the Director shall include:

1. Determining policy related to and directing the enforcement of this Ordinance, as applicable;
2. Supervising the execution of this Ordinance; and
3. Notifying the Division, and the IEPA, of any amendments to this Ordinance.

Sec. 1-34. Representative Capacity.

In all cases when any action is taken by the Director, or his or her duly appointed designee, to enforce the provisions of this Ordinance, such action shall be taken in the name of and on behalf of the Village, and neither the Director nor his or her designee, in so acting for the Village shall be rendered personally liable.

Sec. 1-35. through 1-40. Reserved.

ARTICLE 5. DISCHARGE PROHIBITIONS.

Sec. 1-41. Prohibition of Illicit Discharges.

1. No person shall place, drain, or otherwise discharge, cause, or allow others under their control to place, drain, or otherwise discharge into the storm drainage system or MS4 any pollutants or waters containing any pollutants, other than normal storm water unless specifically exempted in Section 1-41.3 of this Ordinance.
2. The following discharges into the MS4 or the storm drainage system shall be prohibited:
 - a. Discharges that are not a direct result of precipitation and, or, snow melt within the drainage area of the MS4.
 - b. Discharges from an illicit connection.
3. The following discharges are exempt from discharge prohibitions established herein provided they do not cause an adverse effect on water quality as determined by the Director:
 - a. Discharges caused by governmental public works and stormwater management units as part of their standard operations in compliance with all applicable regulations.
 - b. Discharges required by law or authorized by permit, including any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the USEPA and, or, IEPA.
 - c. Water line and fire hydrant flushing.
 - d. Landscape irrigation water.
 - e. Rising ground waters.
 - f. Ground water infiltration.
 - g. Pumped ground water.
 - h. Discharges from potable water sources.
 - i. Foundation drains.
 - j. Air conditioning condensate.

- k. Irrigation water (except for wastewater irrigation).
- l. Springs.
- m. Water from crawl space pumps.
- n. Footing drains.
- o. Storm sewer cleaning water.
- p. Water from any outdoor residential, charitable, or automobile dealership premise car wash.
- q. Routine external building washdown which does not use detergents.
- r. Flows from riparian habitats and wetlands.
- s. Dechlorinated pH neutral swimming pool discharges.
- t. Residual street wash water.
- u. Discharges or flows from fire fighting activities.
- v. Dechlorinated water reservoir discharges.
- w. Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
- x. Discharges associated with dye testing of water line, sanitary sewers, storm sewers, private drains or septic systems; however, this activity shall not take place until the discharger, or tester, has provided notification to the Department at least two (2) full business days prior to the test date, unless an emergency situation does not allow time for such notification.
- y. Other discharges approved by the Department as being substantially like any of the discharge types enumerated in Section 1-41.3 of this Ordinance.

Sec. 1-42. Prohibition of Illicit Connections.

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drainage system or MS4 is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3. A person is considered to be in violation of this Ordinance if the person connects a line conveying sewage to the storm drainage system or MS4, or allows such a connection to continue.
4. Connections in violation of this Ordinance must be disconnected and redirected, if necessary, to an approved wastewater management system or the sanitary sewer system upon approval of the Department and the appropriate sanitary treatment facility.
5. Any drain or conveyance that has not been documented in plans, maps or equivalent, and which may be connected to the storm sewer system or MS4, shall be located by the owner or occupant of that property upon receipt of written Notice of Violation from the Department requiring that such locating be completed. Such notice shall specify a reasonable time period within which the location of the drain or conveyance is to be determined, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, MS4, sanitary sewer system, or other discharge point be identified. Results of these investigations are to be documented and provided to the Department.

Sec. 1-43. through 1-49. Reserved.

ARTICLE 6. INDUSTRIAL ACTIVITY DISCHARGES.

Sec. 1-50. Submission of Notice of Intent (NOI) to the Department.

1. Any person operating a facility subject to the IEPA's General Permit to Discharge Storm Water Associated with Industrial Activity shall submit a copy of the Notice of Intent (NOI) to the Department at the same time the operator submits the original Notice of Intent to the IEPA as applicable.
2. The copy of the Notice of Intent may be delivered to the Department either in person or by mailing it to:

Notice of Intent to Discharge Stormwater
Department of Public Works
124 Gerzevske Lane
Carol Stream, IL 60188

3. A person commits an offense if the person operates a facility that is discharging stormwater associated with industrial activity without having submitted a copy of the Notice of Intent to do so to the Department.

Sec. 1-51. through 1-55. Reserved.

ARTICLE 7. COMPLIANCE MONITORING.

Sec. 1-56. Notification of Spills.

1. Notwithstanding other requirements of law, as soon as any person owning, leasing or exercising control over a property, or responsible for emergency response for a property, has information of any known or suspected spill of materials which are resulting or may result in illicit discharges or pollutants discharging into the MS4 or the storm drainage system, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such spill.
 - a. In the event of such a spill, said person shall immediately notify local emergency dispatch services and act in accordance with Illinois Emergency Management Agency (IEMA) and IEPA regulations.
 - b. Said person shall notify the Department of the spill in person or by phone, facsimile, or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Department within three (3) business days of the phone notice.
 - c. If the spill emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the spill and the actions taken to prevent its recurrence. Such records shall be retained for at least five (5) years.
2. Proper notice, including containment and cleanup as outlined in Section 1-56.1, shall exempt the notifying parties from applicable fines set forth in Section 1-66.
3. Failure to provide notification of a release as provided above is a violation of this Ordinance.
4. Notwithstanding the language of paragraph 2 of this provision, a party causing a spill that contaminates or harms a storm sewer system shall not be relieved of liability for damages resulting from such act.

Sec. 1-57. through 1-60. Reserved.

ARTICLE 8. VIOLATIONS, ENFORCEMENT, AND PENALTIES.

Sec. 1-61. Enforcement: Violations.

1. The Director shall have primary responsibility for the enforcement of the provisions of this Ordinance. The Village may enter into agreements with other governmental units for the purpose of implementing this Ordinance.
2. A person violates this Ordinance when that person:
 - a. Performs any act expressly prohibited by any provision of this Ordinance; or
 - b. Disobeys, neglects, or fails to carry out or comply with any provision of this Ordinance or of any order or notice issued by the Director; or
 - c. Allows any condition or act that violates any provision of this Ordinance to continue unabated on property owned, leased, managed, or under the control of such person; or
 - d. Directs, orders, permits, or allows a second person to do any act expressly prohibited by any provision of this Ordinance, or to maintain or continue unabated any condition or act that violates any provision of this Ordinance on property owned, leased, managed or under the control of the first person.

Sec. 1-62. Notice to Correct Violations: Director May Take Action.

1. The Director may issue a Notice of Violation ordering a person to take action to achieve compliance with the provisions of this Ordinance and, or, to cease and desist from any action conducted in violation of this Ordinance. Failure to comply with the terms and conditions of a Notice of Violation and, or, order to cease and desist shall constitute a violation of this Ordinance.
 - a. The Director shall set forth the form and content of any notices issued under this Ordinance.
 - b. The Director may issue a Warning of Violation ordering a person to take action to achieve compliance with the provisions of this Ordinance. If a person fails to comply with the terms and conditions of a warning, the Director may, thereafter, issue a Notice of Violation.
 - c. The Director may issue a Warning of Violation and disburse educational materials outlining appropriate measures to minimize the discharge of pollutants.
2. If a person fails to comply with an order issued under this section, the Director may direct the appropriate legal counsel to commence any legal proceeding authorized by this Ordinance,

under the law or equity, necessary to enforce any provision of this Ordinance and, or, to protect public health and safety. Any legal action brought under this Ordinance shall be in the name of the Village.

Sec. 1-63. Emergency Cease and Desist Orders.

1. The Department may issue an emergency order in the event of the following:
 - a. Any person has violated, or continues to violate, any provision of this Ordinance or any order issued hereunder, or that the person's past violations are likely to recur; and
 - b. That the person's violation has caused or contributed to an actual or threatened discharge to the MS4 or storm drainage system and an imminent threat of violation is present.
2. The Department may issue the emergency order to the violator directing that the violator:
 - a. Immediately cease and desist all such violations;
 - b. Immediately comply with all Ordinance requirements; and
 - c. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and, or, terminating the discharge.

Any person notified of an emergency order under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the Department may take such steps as deemed necessary to prevent or minimize harm to the MS4, storm drainage system, or Waters of the United States, and, or, endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The Department may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the Department that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this Ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the Department within fifteen (15) days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.

4. The Department may also seek any appropriate judicial orders to enforce its emergency orders

Sec. 1-64. Violations Deemed a Public Nuisance.

Any condition caused or permitted to exist in violation of any provision of this Ordinance shall constitute a threat to public health and safety and is declared and deemed a public nuisance.

Sec. 1-65. Nuisance Abatement.

Whenever a nuisance shall be found to exist on any premise, the Director may order such nuisance to be abated upon determination that the nuisance constitutes a threat to public health or safety.

1. In the event of an emergency situation, as determined by the Director, involving an immediate threat to public health and safety, the Director may direct legal counsel to immediately commence any legal or equitable proceeding necessary to restrain, abate, and, or, remedy said situation. The Director may take such action without having to first issue a Notice of Violation to the person(s) having control of, or acting as agent for, such premise where the nuisance is located, or, waiting for such person(s) to abate or remove such nuisance as previously ordered by the Director.
2. In all other cases, the Director may notify, in writing, the person(s) having control of, or acting as agent for, such premise where the nuisance is located and directing such person(s) to abate or remove such nuisance within such time as is stated on the notice. Upon the failure or refusal of such person(s) to comply with the notice, the Director may direct that appropriate proceeding commence to compel the abatement, or removal, of such a nuisance in any manner allowed by law, equity, or this Ordinance and, or, authorizing the Department to act to abate, or remove, such nuisance. The person(s) having control of such premises, in addition to the other remedies provided by this Ordinance, shall be liable to the Department for any costs incurred by the Department to effect such abatement, or removal, including reasonable attorney's fees and other costs of enforcement, to be recovered by a court of competent jurisdiction.

Sec. 1-66. Fines.

Any person violating any provision of this Ordinance shall, upon a finding that a violation has occurred, be fined not more than seven hundred fifty dollars (\$750.00) each day, or any portion of a day, during which such violation is committed, continued, or permitted shall constitute a separate offense and shall be punishable as such.

Sec. 1-67. Remedies Not Exclusive.

The remedies listed in this Ordinance are not exclusive of any other remedy available under this Ordinance or under any applicable Federal, State, or local law and do not supersede or limit, any and all other penalties provided by law. The Director may seek, at his discretion, cumulative remedies.

Sec. 1-68. through 1-75. Reserved.

ARTICLE 9. SUSPENSION OF MS4 ACCESS.

Sec. 1-76. Suspension of MS4 Access Due to Detection of Illicit Discharges.

1. Any person discharging to the MS4 in violation of this Ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The Department shall notify a violator of the proposed termination of its MS4 access. The violator may petition the Department for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the Department.
2. In emergency situations, the Department may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, storm drainage system, or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the Department may take such steps as deemed necessary to prevent or minimize damage to the MS4, storm drainage system, or Waters of the United States, or to minimize danger to public health and safety. The Department shall obtain an emergency court order authorizing such termination.

Sec. 1-77. through 1-85. Reserved.

ARTICLE 10. APPEALS.

Sec. 1-86. Right to Appeal.

1. Every request for an appeal shall be made, in writing, to the Director. The Director may delegate the hearing of appeals to the Oversight Committee in the manner provided for below.
2. Any person aggrieved by any decision, ruling, or determination by the Director, or by any interpretation or application of any provision of this Ordinance may appeal such matter. An appeal of any decision made by the Director shall be made within seven (7) days of the decision contested, excepting an appeal involving the assessment charge or calculation of any fine or penalty in which cases which an appeal shall be brought before said amount becomes

thirty (30) days past due.

- a. The appeal procedure shall commence when the person aggrieved notifies the Director, in writing, of the intent to appeal the decision of the Director. Such notice shall contain a short, clear, statement stating the following:
 - i. Identifying the decision of the Director which such person is appealing and how this Ordinance has been misread, misinterpreted, or misapplied in this instance and, or, any mistakes of fact the aggrieved believes the Director to have relied upon.
 - ii. The name and both a mailing address and a telephone number of the person making the request, which contact information shall be used for giving notices related to the appeal. The person making the request shall attach all written materials on which he or she intends to rely upon in support of the request.
 - b. The Director may, without conducting a hearing, grant relief sought by the appeal, or may set the matter over for a hearing in the manner provided in Section 1-86.2.c.
 - c. Upon receipt of such Notice of Appeal, if relief is not granted by the Director in accordance with Section 1-86.2.b of this Ordinance, the Director shall set a date for a hearing. Such hearing shall take place no fewer than fourteen (14) days nor more than thirty (30) days from the date that the Director receives such Notice of Appeal unless the Director and party requesting the hearing agree to a different schedule. The Director shall notify the person making the appeal of the date of such hearing.
 - d. At the hearing the person making the appeal may appear in person or represented by counsel, or submit his case in writing. The decision concerning the appeal shall be in writing, shall be communicated to the person making the appeal, and shall state a finding upon which the decision is based.
3. The Oversight Committee shall have the authority to reverse, modify, or affirm any decision, ruling, or determination by the Director made pursuant to this Ordinance upon appeal. The Oversight Committee shall not act in a manner that would violate or in any way conflict with any Federal or State standard or requirement. The Village Board may adopt such additional rules and procedures, as it deems appropriate for performing such matters.
 4. The decision of the Oversight Committee may be appealed to the Village Board in accord with the Village Board Rules. The Village Board may determine that it wishes to advance a particular appeal directly to the Village Board and to by-pass the process before the Oversight Committee. In making such a determination, the Village Board shall establish the timing and process for the direct appeal.

Sec. 1-87. Enforcement Measures after Appeal.

If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within seven (7) days of the decision of the Director, Oversight Committee, or the Village Board, in the case of a direct appeal, upholding the decision of the Department, then representatives of the Department are authorized to take any and all measures necessary to abate the violation and, or, restore the property. In no case shall an appeal stay or bar the Village from commencing a legal action seeking emergency relief.

Sec. 1-88. through 1-95. Reserved.

ARTICLE 11. MISCELLANEOUS PROVISIONS.

Sec. 1-96. Severability.

The provisions of this Ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

Sec. 1-97. Most Restrictive Provisions Apply.

1. The provisions of this Ordinance shall be interpreted to be cumulative of, and to impose limitations in addition to, all other ordinances, laws, codes, and regulations in existence or which may be passed governing any subject matter of this Ordinance. To the greatest extent possible, the provisions of this Ordinance shall be construed to be consistent with, and not in conflict with, the provisions of such other ordinances, laws, codes, and regulations, and with each other, to the end that all such provisions may be given their fullest application.
2. This Ordinance is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. Where any provision of this Ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Sec. 1-98. Ultimate Responsibility.

The standards set forth herein and promulgated pursuant to this Ordinance are minimum standards; therefore, this Ordinance does not intend or imply that compliance by any person will ensure that there will be no contamination, pollution, or unauthorized discharge of pollutants.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as provided by law.

PASSED AND APPROVED THIS 20TH DAY OF JULY 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

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H-27-20-09

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE
CAROL STREAM CODE OF ORDINANCES BY DECREASING
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 9 TO 8
(VANGELO'S TOWN CENTER GRILLE, 1421 FOUNTAINVIEW DRIVE)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,
Classification of Liquor Licenses, be and the same is hereby amended by decreasing
the number of Class a Liquor Licenses from nine (9) to eight (8), effective July 20,
2009.

SECTION 2: This Ordinance amending Chapter 11 of the Code of Ordinances of
the Village of Carol Stream shall be reprinted in the loose-leaf volume, which bears
that title.

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

PASSED AND APPROVED THIS 20TH DAY OF JULY 2009.

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: July 14, 2009

RE: Resolution Authorizing the Execution of An Intergovernmental Agreement (IGA) with DuPage County for the Implementation of the Illicit Discharge Detection and Elimination (IDDE) Program.

The Village as well as the County is required under their respective National Pollutant Discharge Elimination System (NPDES) permits to develop, adopt and implement an IDDE Program. The Program is designed to detect illicit discharges, trace them to their source and then have them eliminated. Illicit discharge is any non-stormwater discharge to the storm drainage system. These illicit discharges pollute our ponds, streams and other water bodies and therefore need to be eliminated.

The IGA establishes the duties and responsibilities of the Village and DuPage County in implementing the IDDE Program. The IDDE Program was developed in cooperation with DuPage County and its municipalities, each with distinctive roles, thus the need for an IGA.

DuPage County, at their expense, will be responsible for monitoring all NPDES outfalls in the County and for tracing detected or reported illicit discharges to their source. They will obtain all copies of Notices of Intent (NOIs), notify the Village of a detected illicit discharge source, provide us with all information needed for enforcement actions, provide an IDDE hotline and prepare the IDDE section of our NPDES Annual Report. They will also produce the necessary information and personnel for court proceedings.

The Village agrees to provide the County with a current storm sewer atlas and any updates, assign to the County any rights of access to our storm drainage system, provide timely prosecution of violators and provide documentation of any enforcement action or prosecution.

The Village Attorney and Staff have reviewed the IGA prepared by DuPage and found it acceptable. See attached. Staff, therefore recommends approval of the IGA.

Cc: Al Turner, Director of Public Works
Matt York, Assistant Public Works Director
William N. Cleveland, Assistant Village Engineer

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN
THE VILLAGE OF CAROL STREAM AND DU PAGE COUNTY FOR THE
IMPLEMENTATION OF THE ILLICIT DISCHARGE DETECTION AND ELIMINATION
PROGRAM (IDDE)**

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 DuPage County 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 20TH DAY OF JULY 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM, ILLINOIS
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
ILLCIT DICHARGE DETECTION AND ELIMINATION PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT is entered into this _____ day of _____, 2009 between the Village of Carol Stream of DuPage County (hereinafter referred to as the "MUNICIPALITY") a body corporate and politic, with offices at 500 N. Gary Avenue, Carol Stream, Illinois 60188 and the County of DuPage, Illinois (hereinafter referred to as the "COUNTY") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the MUNICIPALITY and COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", as specified in Illinois Statute, 5 ILCS 220/1 *et seq.*, and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among governmental bodies; and

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, the COUNTY and MUNICIPALITY each submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the COUNTY and MUNICIPALITY noted on their respective NOI that they intend to act as cooperating permit holders to fulfill the requirements of ILR40's Illicit Discharge Detection and Elimination (IDDE) minimum control measure; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the COUNTY agrees to develop and implement a program to monitor and trace illicit discharges into small MS4s on behalf of the MUNICIPALITY as one of the minimum control measures for its stormwater management program; and

WHEREAS, the COUNTY and the MUNICIPALITY recognize that additional benefits of illicit discharge detection and elimination include increased water quality, reduction in pollutant loads in waterways, improved wildlife habitat, and public education opportunities; and

WHEREAS, the COUNTY has adopted the DuPage County Illicit Discharge Detection and Elimination Ordinance (ORDINANCE) to ensure the health, safety, and general welfare of the citizens of DuPage County, and protect and enhance water quality in a manner pursuant to and consistent with the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) through the regulation of non-storm water discharges to the storm drainage system; and

WHEREAS, the MUNICIPALITY has adopted the Village of Carol Stream Illicit Discharge Detection and Elimination Ordinance pursuant to Ordinance No. _____; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is in their best interest to cooperate in the enforcement and implementation of their respective ordinances; and

WHEREAS, the COUNTY and the MUNICIPALITY have determined that it is reasonable, necessary, and in the public interest and welfare for the COUNTY to conduct monitoring and tracing responsibilities associated with illicit discharge detection and elimination subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing preambles and the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are hereby incorporated as though fully set forth herein.

2.0 COUNTY RIGHTS AND RESPONSIBILITIES.

2.1 The COUNTY agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the MUNICIPALITY utilizing COUNTY personnel and equipment.

2.2 The COUNTY agrees to prepare, at its sole expense, plans, processes, and procedures for the program meeting the requirements of the NPDES

permit to monitor and trace illicit discharges into the MS4 on behalf of the MUNICIPALITY.

- 2.3 The COUNTY agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the COUNTY and the MUNICIPALITY having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.
- 2.4 The COUNTY agrees to monitor MS4 outfalls within the jurisdiction of the MUNICIPALITY, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.
- 2.5 The COUNTY agrees to notify the MUNICIPALITY within a reasonable time prior to the COUNTY conducting dye testing as part of tracing procedures.
- 2.6 The COUNTY agrees to notify the MUNICIPALITY within twenty four (24) hours of detecting an illicit discharge within the municipal limits of the MUNICIPALITY. Promptly upon completion of the COUNTY'S investigation, the COUNTY shall inform the MUNICIPALITY of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the MUNICIPALITY to have in order to carry out enforcement proceedings.
- 2.7 The COUNTY agrees to provide the MUNICIPALITY with any information required for enforcement action and prosecution by the MUNICIPALITY and produce County personnel in court, as necessary and upon adequate notice.
- 2.8 The COUNTY agrees to create and manage a countywide hotline for reporting illicit discharges.
- 2.9 The COUNTY agrees to prepare the Illicit Discharge Detection and Elimination section of the annual report on behalf of the MUNICIPALITY. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40. The COUNTY will submit a copy of the Illicit Discharge Detection and Elimination section annual report to both the IEPA and the MUNICIPALITY.

3.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

- 3.1 The MUNICIPALITY agrees to provide the COUNTY with a current storm sewer atlas. If a storm sewer atlas is not available, the MUNICIPALITY will work to provide a storm sewer atlas to the COUNTY within the term of this agreement.

- 3.2 The MUNICIPALITY agrees to provide annual updates of the storm sewer atlas to the COUNTY.
- 3.3 The MUNICIPALITY agrees to assign to the COUNTY any rights of access to the storm drainage system under the jurisdiction of the MUNICIPALITY as the COUNTY deems necessary.
- 3.4 The MUNICIPALITY agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the MUNICIPALITY receives timely notification from the COUNTY that a violation exists. Further, the COUNTY agrees to provide prosecution witnesses required without cost to the MUNICIPALITY.
- 3.5 The MUNICIPALITY shall provide the COUNTY with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

4.0 GOVERNMENT REGULATION.

- 4.1 The COUNTY and the MUNICIPALITY shall each comply with the applicable requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the performance of this Agreement, with the most stringent standards governing.

5.0 MISCELLANEOUS TERMS.

- 5.1 This Agreement shall be approved by Ordinance or Resolution and executed for and on behalf of the COUNTY and MUNICIPALITY.
- 5.2 Certified copies of each party's respective adopting ordinance or resolution shall be attached hereto and made a part hereof as evidence of the authority exercised by the undersigned officers of the COUNTY and MUNICIPALITY.
- 5.3 This Agreement shall become effective upon the date set forth above, and continue in full force and effect unless terminated in accord with Paragraph 5.5, below.
- 5.4 This Agreement may be amended or modified only by written instrument duly approved and signed by both parties to the Agreement.
- 5.5 Either party may give notice of its intent to terminate this Agreement in accord with Paragraphs 8.1 and 8.2 below. .
- 5.6 This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

- 5.7 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

6.0 ENTIRE AGREEMENT.

- 6.1 This Agreement represents the entire agreement between the COUNTY and MUNICIPALITY with respect to the Illicit Discharge Detection and Elimination Program and supersedes all prior negotiations, representations or agreements, either written or oral.

7.0 NOTICES REQUIRED UNDER THIS AGREEMENT.

- 7.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the MUNICIPALITY shall be directed to:

Village of Carol Stream
Department of Engineering Services
Attn: Stormwater Administrator
500 N. Gary Avenue
Carol Stream, IL 60188
Fax: (630) 665-1064
E-mail: engineeringervices@carolstream.org

Notices served upon the COUNTY shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
Fax: (630) 407-6702
E-mail: dec@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

8.0 TERM OF AGREEMENT

- 8.1 As will be used for staff and budget requirements, the COUNTY and the MUNICIPALITY agree to not change enforcement status within the term of this Agreement.
- 8.2 This agreement will expire on the 31st of March, 2013. This agreement

can be extended for additional NPDES permit cycles at the mutual agreement of both parties. The permit cycle is defined for a five (5) year period beginning one (1) year before the expiration date of the current NPDES permit for the MUNICIPALITY and continues until one (1) year before the expiration of the subsequent NPDES five (5) year permit.

9.0 SEVERABILITY

9.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

10.0 GOVERNING LAW

10.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: _____
Frank Saverino, Sr.
Mayor
Village of Carol Stream

ATTEST BY: _____
Beth Melody
Village Clerk

BY: _____
Robert J. Schillerstrom
Chairman
DuPage County Board

ATTEST BY: _____
Gary A. King
County Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF CAROL STREAM AND GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT #87 FOR THE CONSTRUCTION OF THE CAROL STREAM VENTURE FLOOD CONTROL PROJECT

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 Glenbard Township High School District #87 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 20TH DAY OF JULY 2009.

AYES:

NAYS:

ABSENT:


Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

Village of Carol Stream
Interdepartmental Memo

TO: Joseph Breinig, Village Manager

FROM: James T. Knudsen, Director of Engineering Services 

DATE: July 14, 2009

RE: Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) with Glenbard Township High School District No. 87 for the Construction of the Carol Stream Venture Flood Control Project

The Village undertook a watershed study to determine possible solutions to reduce the flooding that has been occurring in the Carol Stream Venture Subdivision. Earlier this year our consultant, Christopher B. Burke Engineering, Ltd., recommended a flood control project where the Village would modify the School District's retention basin to maximize flood control benefits. Their retention basin was currently being constructed with their Athletic Turf Replacement Project and we needed to move quickly if the Village was going to take advantage of this unique opportunity.

The Village Board authorized staff to hire consultants to design and permit the project as well as to prepare an IGA with the School District. The design has been completed and a partial permit has been approved allowing the project to move forward. The Village also obtained a cost for the project through a change order provided by the School District's contractor, Abbey Paving Co., Inc. The cost of the change order is \$98,931.52 which is less than the \$106,620 previously estimated. See attached.

The IGA has been prepared and approved by the School District Board at their July 13th meeting. The Village's responsibilities include paying for the total cost of the change order and any other change orders that may result due to the additional storm water detention improvements requested by the Village. We are also to indemnify, defend and hold harmless the School District from all claims and losses arising from the improvements except in the case where the School District doesn't properly construct or maintain the improvements.

The School District is responsible for constructing the improvements and maintaining them in the future. If they make any improvements as shown in their master plan within the next ten years that would normally necessitate the additional improvements, then they will also be required to reimburse the Village for 50% of the cost of those improvements. Lastly, the School District shall require its engineer, contractors and subcontractors to name the Village as an additional insured.

The attached IGA has been reviewed by Staff and the Village Attorney and found acceptable. It is therefore recommended that the Village Board approve the IGA with the School District for the construction of the Carol Stream Venture Flood Control Project and authorize payment in the amount of \$98,931.52 to the School District for their change order as required by the IGA.

Cc: Stan Helgerson, Finance Director
William N. Cleveland, Assistant Village Engineer
Chris McClain, Glenbard Township High School District #87

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT AND
CHANGE ORDER**

WHEREAS, after public notice and bidding, the School District entered into a construction contract (the "Construction Contract") with the lowest responsible bidder, Abbey Paving Co., Inc. (the "Contractor"), to construct improvements at the Glenbard North High School Stadium, which improvements include a synthetic turf sports field, related stormwater management and remediation improvements, grading, fencing, and an underground drainage system, among other improvements (the "Project"). The construction is anticipated to be completed for use during the 2009 - 2010 school year; and

WHEREAS, after the School District approved the Construction Contract and work on the Project commenced, the Village of Carol Stream (the "Village") approached the School District and requested that the School District undertake additional stormwater detention improvements related to the work at the Project to assist the Village in ameliorating certain pressing flooding issues on properties bordering, but outside, Glenbard North High School and located in the Village and the Village would pay for the costs of the additional stormwater detention improvements; and

WHEREAS, the Board of Education has determined that entering into the Intergovernmental Cooperation Agreement, in substantially the form attached to this Resolution as Exhibit 1 (the "Intergovernmental Agreement"), in which the School District will cause the Contractor to construct additional stormwater detention improvements, for which the Village will reimburse the School District, is in the best interest of the School District; and

WHEREAS, the Board of Education has further determined that the work contemplated in the Intergovernmental Agreement was unforeseen at the time that the Board of Education approved the Construction Contract and in order to safely and efficiently complete the Project

and the additional stormwater detention improvements, it is necessary and in the best interests of the School District that the necessary work be carried out without delay through a change order to the Construction Contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Glenbard Township High School District 87, DuPage County, Illinois, as follows:

1. **Recitals.** The Board of Education hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and does hereby incorporate them into this Resolution by reference.
2. **Intergovernmental Agreement.** The Intergovernmental Agreement between the School District and the Village, shall be, and it is hereby, approved in substantially the form attached as Exhibit 1 to this Resolution.
3. **Execution of Agreement.** Upon the adoption of this Resolution, the President and Secretary of the Board of Education are hereby authorized and directed to execute and attest the Intergovernmental Agreement.
4. **Change Order.** The Board of Education hereby authorizes and approves the change order, attached to the Intergovernmental Agreement as Exhibit A, to correct the conditions described above and directs the appropriate school officials to execute the change order to the Construction Contract.
5. **Change Order Findings.** With respect to the change order the Board hereby determines, as follows:
 - a. The circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Construction Contract was signed;
 - b. The change is germane to the Construction Contract as signed; and

c. The change order is in the best interests of the School District and authorized by law.

6. **Prior Board Actions.** All prior resolutions of the Board of Education that are inconsistent with this Resolution are hereby superseded and repealed to the extent of such inconsistency.

7. **Effective Date.** This Resolution shall be in full force and effect upon its adoption.

AYES: Nathwani, Sebby, Trefilek, Voltaggio, Friend, Heim, Malcolm.

NAYS: None

ABSENT: None

Rose Malcolm
President, Board of Education

ATTEST:

[Signature]
Secretary, Board of Education

Dated: July 13, 2009

Exhibit 1

Intergovernmental Agreement

**INTERGOVERNMENTAL COOPERATION AGREEMENT
REGARDING CONSTRUCTION COSTS FOR STORMWATER IMPROVEMENTS
BETWEEN GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 AND
THE VILLAGE OF CAROL STREAM
(GLENBARD NORTH HIGH SCHOOL STADIUM FIELD)**

This Agreement is made between the Board of Education of Glenbard Township High School District No. 87, DuPage County, Illinois (the "School District") and the Village of Carol Stream (the "Village").

WHEREAS, the Illinois Constitution and statutes encourage and permit intergovernmental cooperation between units of local government; and

WHEREAS, the School District is the owner of a high school building and surrounding campus, known as Glenbard North High School (the "School"), which includes a stadium complex (the "Stadium"), all situated within the geographical boundaries of the Village; and

WHEREAS, the School District, in partnership with the Carol Stream Park District, is constructing improvements at the Stadium, which improvements include a synthetic turf sports field at the Stadium, related storm water management and remediation improvements, grading, fencing, and an underground drainage system, among other improvements (the "Project"). The construction is anticipated to be completed for use during the 2009 - 2010 school year; and

WHEREAS, the Village has certain stormwater detention needs in the area surrounding the Stadium and has requested that the School District, as part of the Project, construct the Additional Stormwater Detention Improvements (as defined in Section I of this Agreement); and

WHEREAS, while it is the Village's intention that the Additional Stormwater Detention Improvements will benefit other properties in the Village, and specifically those surrounding the School, all of the Additional Stormwater Detention Improvements will be constructed on the School property and are intended to mitigate the outflow of stormwater from the School

EXECUTION COPY

property on to adjacent properties; and

WHEREAS, the Village has agreed to reimburse the School District for the costs of the Additional Stormwater Detention Improvements in accordance with the terms of this Agreement; and

WHEREAS, the School District and the Village have mutually determined that it would be in the best interests of the citizens of the community to construct the Additional Stormwater Detention Improvements;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the School District and the Village agree as follows:

I. **Additional Stormwater Detention Improvements.** Subject to the Village reimbursing the School District in accordance with Section II of this Agreement, the School District shall, in accordance with the engineering plans prepared by Jacob Hefner & Associates, dated June 12, 2009 (the "Engineering Plans"), and incorporated into this Agreement by reference, construct the following improvements (the "Additional Stormwater Detention Improvements"), which specifically include the following:

- A. Installation of a 1'-3.5' high berm along the western property line at the northwest corner of the School property.
- B. Installation of +/-370' of 24" reinforced concrete storm sewer along the inside (School side) of the berm for conveyance of stormwater runoff from the entire northwestern quadrant of the School property.
- C. Re-routing of the two existing 18" storm sewers which drain the western parking lot and portions of the roof of the School so that they outlet into the proposed western detention basin.
- D. Cap and abandon +/- 200' of each 18" storm sewer downstream of the new western detention basin outlets.
- E. Modifying the flow control restrictor of the western detention basin by increasing the diameter of the restrictor.

II. Payment for Additional Stormwater Detention Improvements.

The School District has received from its contractor a change order for the Project and the costs to construct the Additional Stormwater Detention Improvements, which costs are attached to this Agreement as Exhibit A and incorporated into this Agreement ("ASDI Costs"). Within 45 days after the Effective Date, as set forth in Section VII.M below, the Village shall make the payment for the ASDI Costs to the School District. If the Village does not make the full payment for the ASDI Costs to the School District within 45 days after the Effective Date, then the School District may terminate this Agreement after providing five days written notice to the Village and/or may enforce the terms of this Agreement.

III. Construction Management.

A. Contract Administration. The School District shall administer the contracts for the Additional Stormwater Detention Improvements in good faith and, unless the School District fails to exercise good faith, the Village shall not make any claims against the School District for such administration. The School District shall permit the Village to make a claim, on its behalf, against the engineer or the contractors who were involved in the design and construction of the Additional Stormwater Detention Improvements if the improvements do not perform in the manner for which they were designed or were not constructed in accordance with the Engineering Plans.

B. Change Orders. During the course of construction of the Project and the Additional Stormwater Detention Improvements, certain alterations, modifications and resulting change orders from the Engineering Plans and specifications may be required. The School District shall have sole discretion related to the approval or denial of change orders, but shall provide the Village with written notice of a proposed change order that affects the Additional

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Stormwater Detention Improvements and the date that the School District will take action to approve the change order; provided that if any additional change is estimated to result in the total ASDI Costs, as provided in Exhibit A, to increase by more than \$20,000.00, then the School District shall be required to receive the written approval of the Village. If the Village does not approve the additional costs within 14 days after receiving written notice from the School District, then the School District may terminate this Agreement after providing five days written notice to the Village and the School District may retain the Village's payment of the ASDI Costs if the construction of the Additional Stormwater Detention Improvements has commenced. The Village shall be responsible for all additional cost increases related to the Additional Stormwater Detention Improvements as a result of a change order, subject to this Section, and shall reimburse the School District within 30 days after receiving a written notice from the School District for such costs.

IV. Impact of the School District's Master Plan.

After the completion of the Project, the School District may undertake improvements to implement its proposed master plan for the northwest area of the School (the "Northwest Master Plan"). The School District shall pay 50% of the costs incurred by the Village for the Additional Stormwater Detention Improvements if, within 10 years after the Effective Date of this Agreement, the School District either (1) relocates the tennis court pavement or (2) installs one or both of the synthetic turf fields contemplated by the Northwest Master Plan ("Triggering Improvements"), which improvements would have necessitated the already constructed berming and 24" RCP storm sewer of the Additional Stormwater Detention Improvements so that the School District can utilize the extra storage capacity of the Additional Stormwater Detention Improvements. Within 60 days after completing the Triggering Improvements, the School

EXECUTION COPY

District shall reimburse the Village for 50% of the costs that the Village incurred for the Additional Stormwater Detention Improvements.

V. Indemnification.

The Village shall indemnify, defend and hold harmless the School District and its board members, officers, employees and agents ("Indemnified Parties") from all claims, causes of action, liability, damages, whether to person (including death) or property, costs (including reasonable attorneys' fees) and losses arising from the School District's construction and/or operation of the Additional Stormwater Detention Improvements, except to the extent the School District fails to construct the Additional Stormwater Detention Improvements to the specifications and designs set forth in the Engineering Plans or fails to maintain the Additional Stormwater Detention Improvements. This indemnification shall apply to any claims brought against the Indemnified Parties that the Additional Stormwater Detention Improvements or other stormwater improvements that the Village is required to maintain have caused property damage or personal injury due to increased flooding or stormwater run off at other properties. The obligation of the Village to indemnify shall not apply to the extent the School District fails to construct the Additional Stormwater Detention Improvements to the specifications and design set forth in the Engineering Plans or fails to adequately maintain the Additional Stormwater Detention Improvements. The School District shall also require its engineer, contractors and subcontractors, which are required to name the School District as an additional insured, to add the Village as an additional insured.

VI. Maintenance.

The School District shall be the owner of the Additional Stormwater Detention Improvements and shall be responsible for their on-going maintenance. The DuPage County

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Stormwater Ordinance requires the School District to grant an easement to the Village for all stormwater management facilities, including, but not limited to detention basins, storm sewers, overland flow routes, etc. The School District will grant such an easement to the Village through an easement agreement, in a form approved by both parties. The easement agreement shall contain the following terms:

- A. The Village shall have access to the School property only in the event that the School District fails to maintain the Additional Stormwater Detention Improvements, as required in this Agreement, in perpetuity.
- B. Before undertaking such maintenance activities, in the absence of an emergency, the Village shall provide the School District with 30 days' written notice and an opportunity for the School District to cure its failure to provide maintenance. The notice shall also provide the date that the Village intends on entering the School property if the School District does not remedy the maintenance issue.
- C. The Village may enter the School property, through land set forth in the easement agreement, to perform the required maintenance actions for the Additional Stormwater Detention Improvements.
- D. The Village shall restore any School property damaged by the Village while exercising its easement rights.
- E. The Village shall bill the School District for the reasonable costs of such activities performed by the Village or by contractors, and the School District shall pay such amount within 30 days after receiving the invoice.

The Village is allowed to exercise its right to maintain the Additional Stormwater Detention Improvements under this Section and the easement agreement, but it shall not be

required to do so.

VII. Miscellaneous Provisions.

A. No Assignment. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party.

B. Successors. This Agreement shall be binding upon the successors of the parties' respective governing boards.

C. Relationship of the Parties; No Third Party Beneficiaries. Nothing in this Agreement shall be construed to consider any party or its respective employees, volunteers or agents as the agents or employees of any other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the School District and the Village. Notwithstanding any provision herein to the contrary, 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. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District and/or Village.

D. Entire Agreement. This Agreement shall constitute the entire agreement of the parties with respect to the matters contained in this Agreement and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal.

E. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of personal service or mailing thereof by first class mail, registered or certified mail, postage prepaid or by a national

EXECUTION COPY

overnight courier, addressed:

If to the High School District, to:

Glenbard Township High School District No 87
596 Crescent Boulevard
Glen Ellyn, IL 60137
Attn: Superintendent

If to the Village, to:

Village of Carol Stream
500 N. Gary Avenue
Carol Stream, Illinois 60188-1899
Attn: Village Manager

F. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the parties.

G. Compliance with Law. The parties shall comply with all applicable local, county, State and federal laws and regulations, including without limitation those regarding the provision of education services and facilities.

H. Authority to Execute. The parties warrant and represent that the persons executing this Agreement on their behalf have been properly authorized to do so.

I. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, federal, State or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State or School District holiday.

J. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

EXECUTION COPY

K. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

L. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

M. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

VILLAGE OF CAROL STREAM

BOARD OF EDUCATION OF
GLENBARD TOWNSHIP HIGH SCHOOL
DISTRICT NO. 87, DuPage County, Illinois

By: _____
President

By: Rose Malcolm
President

Attest: _____

Attest: J. A. Reed

Dated: _____

Dated: July 13, 2009

Exhibit A
Costs for the Additional Stormwater Detention Improvements

ABBEY Paving Co., Inc.

1949 County Line Road
Aurora, IL 60502

(630) 585-7220
(630) 585-7216 Fax

Change Order

Order#: 1

Order Date: 06/29/2009

To: Glenbard North HS Dist 87
671 Crescent Blvd.
Glen Ellyn IL 60137

Project: 1310

Glenbard North High School
671 Crescent Blvd.
Glen Ellyn IL 60137

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 10 Natalie Gillian

Customer Order:

Specifications Attached

Description of Work

Amount

Notes

Pricing for the Carol Stream Flood Control Drawings dated 6-12-09

1. Provide appx. 840 lf of silt fence - \$1,850.00
2. Provide layout - \$2,800.00
3. Stripe existing topsoil (12") and stockpile on site (appx. 1,940 cy) - \$6,075.00
4. Additional clay cut to fill (appx. 2,250 cy) - \$7,800.00
5. Re-spread 12" of topsoil from site (appx. (1,940 cy) - \$7,460.00
6. Provide fine grading (appx. 5,890 sy) - \$4,858.00
7. Provide appx. 3,250 sy of athletic field seed mix and excelsior blanket - \$6,863.00
8. Provide appx. 165 sy of emergent planting - \$520.00
9. Provide appx. 196 lf of 18" RCP CL C361 - \$5,260.64
10. Provide appx. 300 lf of 24" RCP CL 4 C361 - \$12,342.00
11. Provide appx. 182 lf of 30 RCP CL 4 C-361 - \$10,090.08
12. Provide appx. 74 lf of 4" HDPE - \$1,261.70
13. Provide two (2) 18" FES w/ GRATE & RIP-RAP - \$4,180.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

98,931.52

The original Contract Sum was _____	1,700,380.00
Net change by previous Change Orders _____	0.00
The Contract Sum prior to this Change Order _____	1,700,380.00
The Contract Sum will be changed by this Change Order _____	98,931.52
The new Contract Sum including this Change Order will be _____	1,799,311.52
The Contract Time will be changed by _____	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Change Order

Continued...

Order: 1

Date: 07-08-2009

Description of Work

Amount

cont. from page 2

- 14. Provide one (1) 30" FES w/ GRATE & RIP-RAP - \$2,519.00
- 15. Connect to three (3) existing pipe or structure - \$3,573.90
- 16. Provide one (1) 48" manhole - \$2,214.30
- 17. Provide four (4) 48" catch basin - \$8,927.60
- 18. Provide one (1) 60" manhole - \$2,885.30
- 19. Abandon RCP & Field tile (appx. 272 lf) - \$1,495.00
- 20. Remove one (1) existing manhole and haul offsite - \$360.80
- 21. Patch two (2) existing manholes - \$805.20
- 22. Provide two (2) new football goals (same as Glenbard North Project) - \$9,125.00
- 23. Additional performance and payment bond - \$1,815.00
- 24. Deduct to strip and re-spread only 6" of topsoil - (\$6,150.00)

CLARIFICATIONS

- Change Order based on approval no later than 7-15-09.
- Pricing assumes all work to take place in same mobilization as the Glenbard North High School 2009 Site Work project.
- Pricing for abandoning lines does not include flowable fill.
- There is a potential deduct for the football goal posts, due to change of product.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN
THE VILLAGE OF CAROL STREAM THE CAROL STREAM FIRE PROTECTION
DISTRICT REGARDING OWNERSHIP, MAINTENANCE AND USE OF
AN INCIDENT COMMAND VEHICLE**

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 The Carol Stream Fire Protection District 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 20TH DAY OF JULY 2009.

AYES:

NAYS:

ABSENT:

Frank Saverino, Sr., Mayor

ATTEST:

Beth Melody, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF CAROL STREAM
AND
THE CAROL STREAM FIRE PROTECTION DISTRICT
REGARDING OWNERSHIP, MAINTENANCE AND USE OF
AN INCIDENT COMMAND VEHICLE**

THIS AGREEMENT is made by and between the Village of Carol Stream (hereinafter "Village") and the Carol Stream Fire Protection District (hereinafter "Fire District") by and for the mutual benefit and purposes as set forth below.

WHEREAS, the Village is an Illinois municipal corporation established and governed by the Illinois Municipal Code (65 ILCS 5/1-1-1, et seq., and

WHEREAS, the Fire District is an Illinois unit of local government established and governed by the Fire Protection District Act (70 ILCS 705/1, et seq.; and

WHEREAS, the Village and the Fire District are empowered to agree to cooperate and share each party's statutory powers under both the Illinois Constitution, Article VII, Section 10, and the Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.; and

WHEREAS, the Village has acquired title to a 2000 International Ambulance for the value of \$1.00 from the Fire District; and

WHEREAS, the Village has converted the 2000 International Ambulance to an "Incident Command Vehicle"; and

WHEREAS, the Village and the Fire District desire to utilize the Incident Command Vehicle as a Unified Command Post for police, fire and ESDA responses; and

WHEREAS, the concept of unified command requires that all agencies having jurisdictional responsibility at incidents contribute to the process of determining the overall

objectives, strategies and tactics to mitigate an emergency, and

WHEREAS, a joint Incident Command Vehicle provides for the communications and planning resources necessary for effective and efficient handling of emergency incidents; and

WHEREAS, both the Village and the Fire District agree that this Agreement will set forth mutual understanding and assurances satisfactory both to the Village and the Fire District; and

WHEREAS, both the Village and the Fire District agree that this Agreement is in the best interest of both the Village and the Fire District, is a prudent course of action and will serve the Village, the Fire District and the constituents of both bodies.

This Agreement will address the topics of ownership, maintenance and miscellaneous provisions.

I. OWNERSHIP/REGISTRATION

The Fire District has already transferred title of the 2000 Ambulance to the Village. The Village agrees to be responsible for all costs associated with the required registration and titles through the State of Illinois.

II. CONVERSION/EQUIPMENT

The Village has contracted and has made certain modifications to the Incident Command Vehicle, the cost of which was be paid for by the Village. The Incident Command green light paid for by the Fire District.

Both the Village and the Fire District have purchased certain radio equipment for the Incident Command Vehicle. The Fire District has installed at no cost to the Village all radios. Both the Village and the Fire District agree that each may add additional equipment to the vehicle at their own expense.

III. MAINTENANCE AND USE

The Village and the Fire District agree that the repair and maintenance costs of the Incident Command Vehicle will be divided equally between the Village and the Fire District.

The Village and the Fire District agree that maintenance and repair of equipment placed

or installed on the vehicle by either party shall be at their own expense.

The Fire District agrees that the Incident Command Vehicle will be housed and available at Fire Station One without charge to the Village.

The Village and the Fire District will develop standard protocols and operational procedures for the use of the Incident Command Vehicle, which shall be mutually agreed to by the Village Manager and the Fire District Chief.

IV. MUTUAL INDEMNIFICATION

A. The Fire District shall indemnify and hold harmless the Village, its officers, trustees, employees, volunteers and agents against any claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from or in connection with the Fire District's activities pursuant to this Agreement, provided that said claims, demands, costs and expenses have not been caused by the sole negligence or willful and wanton conduct of the Village, its officers, trustees, employees, volunteers or agent.

The Village shall indemnify and hold harmless the Fire District, its officers, trustees, employees, volunteers and agents against any claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from or in connection with the Village's activities in furtherance of this Agreement, provided that said claims, demands, costs and expenses have not been caused by the sole negligence or willful and wanton conduct of the Fire District, its officers, trustees, employees, volunteers or agents.

B. The Village shall provide for the general liability, automotive and property insurance coverage for the Incident Command Vehicle. To the extent permitted by their insurance or self-insurance contract, each party agrees to name the other as an additional insured for purposes of general liability coverage. If requested, each party shall submit to the other certificates as evidence of this coverage. Where either party is a member of a self-insurance pool, or has coverage containing a contractual indemnity provision, this Agreement is intended to cause the contractual indemnity coverage to be effectuated.

V. TERM

The term of this Agreement shall be 15 years from the date of its execution by the last of the two governmental bodies to approve it. The Village agrees that the Fire District may terminate this agreement with sixty (60) day notice to the Village.

_____/ /
Joseph E. Breinig, Village Manager Date
Village of Carol Stream

_____/ /
Mike Kanzia, Fire Chief Date
Carol Stream Fire Protection District

AGENDA ITEM

J-1 7-20-09

Village of Carol Stream Interdepartmental Memo

TO: Joseph E. Breinig, Village Manager
FROM: Terry Davis, Secretary, Administration Dept. *td*
DATE: July 15, 2009
RE: Wheaton Christian Center - Amplification Permit

Wheaton Christian Center is having a picnic at Community Park on August 2, 2009 for its members.

A Sound Amplification Permit Application has been submitted to allow music during the event. They have requested a waiver of the \$25 permit fee for this event.

Please place this request on the July 20, 2009 agenda for the Board's review and approval.

Attachment



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: Wheaton Christian Center (Annie maiden-Gipson)

Applicant Address: 610 E. North Ave, Carol Stream

Applicant Phone #: ^{*}(630) 605-7065 Applicant e-Mail: maidengipson@sbcglobal.net

Organization Name: Wheaton Christian Center

Organization Address: 610 E. North Ave, Carol Stream

Organization Phone #: (630) 653-1044 Organization e-Mail: maidengipson@sbcglobal.net

Address Where Sound Amplifier Device Will Be Used:

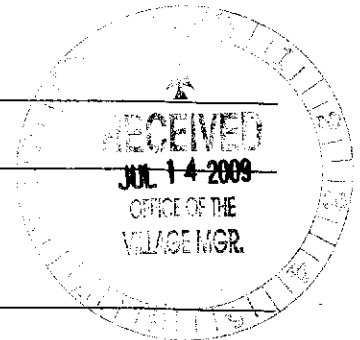
Community Park

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

Picnic

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

8/2/09 1pm to dusk



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:

*Request to deliver
Permit fee*

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

AGENDA ITEM

J-2 7-20-09

Village of Carol Stream
INTER-DEPARTMENTAL MEMO

TO: Joseph E. Breinig, Village Manager
FROM: Terry Davis, Administration Secretary *td*
DATE: July 14, 2009
RE: Outreach Community Center-Amplification Permit Application

The Outreach Community Center in Carol Stream is sponsoring an outdoor community event on Tuesday, August 4, 2009 at Community Park. Attached is the Amplification Permit Application in connection with this event.

Since this event is being held in conjunction with the Carol Stream Police Department's National Night Out Against Crime, staff recommends a waiver of the \$25 Amplification Permit fee. The hours of amplification have been confirmed as 6pm-dusk.

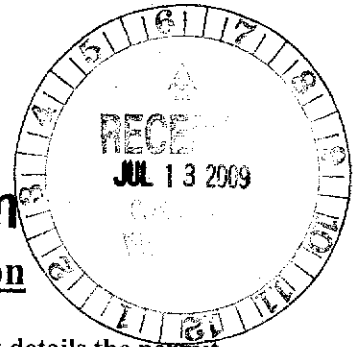
Please place this on the agenda for the July 20, 2009 Board Meeting for the Board's review and approval.

JEB/td
Attachment



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: Kia Whitney

APPLICANT ADDRESS: 345 S. President, Carol Stream 60188

APPLICANT PHONE #: (630) 260 - 7600

ORGANIZATION NAME: Outreach Community Center

ORGANIZATION ADDRESS: 345 S. President Carol Stream 60188

ORGANIZATION PHONE #: (630) 260 - 7600

ADDRESS WHERE SOUND AMPLIFIER DEVICE WILL BE USED:
Community Park, Carol Stream

DESCRIPTION OF PURPOSE OR EVENT WHERE SOUND AMPLIFIER DEVICE WILL BE USED:
Community wide event

DATES/TIMES FOR WHICH USE OF SOUND AMPLIFIER DEVICE IS REQUESTED:
August 4 @ 6 - 12am through August 5
6pm - Dusk to


PERMIT FEE: \$25.00/ 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

AGENDA ITEM

J3 7.20.09

Village of Carol Stream Interdepartmental Memo

TO: Mayor and Trustees
FROM: Joseph E. Breinig, Village Manager 
DATE: July 13, 2009
RE: Fee Waiver - WDSRA

Attached for your review and consideration is a request from the Western DuPage Special Recreation Association (WDSRA) to waive the permit fees associated with adding an interior closet area in their building at 116 N. Schmale Road. WDSRA is a cooperative extension of nine park districts including the Carol Stream Park District. Members contribute financially to WDSRA which exists by intergovernmental agreement. Those member contributions constitute the single largest element of WDSRA's revenues.

Historically the Village has waived building permit fees for other taxing bodies including the Park District. In addition, in 2003, 2006 and 2008 the Village waived building permit fees for WDSRA. Staff finds a fee waiver for WDSRA to be consistent with past practice. Accordingly, staff recommends approval of a fee waiver (\$415) for the in-house review of the work identified in the attached letter from WDSRA. Any outside expenses incurred by the Village would not be waived and would be passed along. An application for a building permit for the interior renovations has been submitted.

JEB/td
Attachment

cc: Curtis Lease, WDSRA



Western DuPage Special Recreation Association

Jane L. Hodgkinson
Executive Director

July 15, 2009

116 N. Schmale Rd.

Carol Stream

Illinois 60188

RE: Permit Fees

630.681.0962 phone

Board of Trustees – Carol Stream:

630.681.1262 fax

www.wdsra.com

We are scheduling some remodeling projects to our building during the next 12 months. These projects include: Installing some interiors walls, adding an outdoor water spigot and resurfacing our parking lot.

Serving:

As an extension of the Carol Stream Park District, we are requesting that the permit fees for these projects be waived.

Bloomington

Carol Stream

Glen Ellyn

Naperville

Thank you for your consideration,

Roselle

Warrenville

Curtis R. Lease
Business Manager
WDSRA

West Chicago

Wheaton

Winfield

VILLAGE OF CAROL STREAM SCHEDULE OF BILLS

JULY 20, 2009

AGENDA ITEM
K-1 7-20-09

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
1ST AYD CORPORATION					
GARAGE SUPPLIES	400.32	01696200 53317	OPERATING SUPPLIES	393190	
PARTS	152.52	01696200 53354	PARTS PURCHASED	393190	
	<u>552.84</u>				
A TO Z ALL PURPOSE RENTAL INC					
TENT WALL DWN	860.00	01680000 53381	TC MAINTENANCE & SUPPLIES	14547	
	<u>860.00</u>				
ACTION LOCK & KEY					
SGT. OFFICE KEYS	7.50	01662700 53317	OPERATING SUPPLIES	68483	
	<u>7.50</u>				
ADT SECURITY SERVICES INC					
ADT SER CHRG 6-8/31/09	38.25	04101500 52244	MAINTENANCE & REPAIR	92915711	
	<u>38.25</u>				
AED SUPERSTORE					
PADS FOR AEDS	149.17	01662700 53317	OPERATING SUPPLIES	99985	
	<u>149.17</u>				
ALL WAYS FASTENERS INC					
ZIP STRIPS - TOWN CEN	192.80	01680000 53381	TC MAINTENANCE & SUPPLIES	63499	
	<u>192.80</u>				
AMER PLANNING ASSN					
APA MEMBERSHIP	483.00	01530000 52234	DUES & SUBSCRIPTIONS	38844-090501	
	<u>483.00</u>				
AMERICAN FIRST AID					
PWC 1ST AID SUPPLIES	60.59	01670100 53317	OPERATING SUPPLIES	67246	
RESTOCK SUPPLIES	257.76	01650100 53317	OPERATING SUPPLIES	67291	
	<u>318.35</u>				
AMERICAN MESSAGING					
SERV FOR JUNE	0.23	01670100 52243	PAGING	U1113407JF	
SERV FOR JUNE	3.64	01642100 52243	PAGING	U1113407JF	
SERV FOR JUNE	7.28	01662600 52243	PAGING	U1113407JF	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV FOR JUNE	7.28	01690100 52243	PAGING	U1113407JF	
SERV FOR JUNE	10.92	01662500 52243	PAGING	U1113407JF	
SERV FOR JUNE	14.56	01662300 52243	PAGING	U1113407JF	
SERV FOR JUNE	21.84	01664700 52243	PAGING	U1113407JF	
SERV FOR JUNE	29.12	01662400 52243	PAGING	U1113407JF	
SERV FOR JUNE	29.12	04201600 52243	PAGING	U1113407JF	
SERV FOR JUNE	32.75	01662700 52243	PAGING	U1113407JF	
SERV FOR JUNE	33.22	01660100 52243	PAGING	U1113407JF	
SERV FOR JUNE	54.59	01670200 52243	PAGING	U1113407JF	
	<u>244.55</u>				
ANCEL GLINK DIAMOND BUSH DICIANNI &					
FEBRUARY 28 STMT REGARDING CI	8,000.00	01570000 52238	LEGAL FEES	FEBRUARY 2009	
LEGAL SERVICES FOR JUNE 2009	6,930.54	01570000 52238	LEGAL FEES	JUNE 2009	
	<u>14,930.54</u>				
AURORA TRI STATE FIRE PROTECTION CO INC					
FIRE EXTINGUISHERS	18.30	01670100 52244	MAINTENANCE & REPAIR	168023	
FIRE EXTINGUISHERS	18.30	01696200 52244	MAINTENANCE & REPAIR	168022	
FIRE EXTINGUISHERS	88.20	01670400 52244	MAINTENANCE & REPAIR	168021	
FIRE EXTINGUISHERS	100.00	04101100 52244	MAINTENANCE & REPAIR	168020	
FIRE EXTINGUISHERS	109.70	04201600 52244	MAINTENANCE & REPAIR	168020	
	<u>334.50</u>				
AVALON PETROLEUM COMPANY					
GAS PURCHASES FOR 2009/10	3,366.76	01696200 53356	GAS PURCHASED	434335	4
	<u>3,366.76</u>				
B & F TECHNICAL CODE					
PLAN REVIEWS	225.00	01643700 52253	CONSULTANT	30419	2
PLAN REVIEWS	895.50	01643700 52253	CONSULTANT	30413	2
PLUMBING INSPECTIONS	1,701.60	01643700 52253	CONSULTANT	30371	3
	<u>2,822.10</u>				
BARN OWL FEED & GARDEN CENTER					
VALUE BLEND GRASS SEED	99.50	01670400 53317	OPERATING SUPPLIES	63172	
	<u>99.50</u>				
BATTERY SERVICE CORPORATION					
4 BATTERIES	284.25	01696200 53354	PARTS PURCHASED	187462	
BATTERY FOR #411	143.00	01696200 53354	PARTS PURCHASED	187577	
	<u>427.25</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
BEST BUY					
COMFORT OPT MOUSE	29.99	01620100 53314	OFFICE SUPPLIES	0823219	
	<u>29.99</u>				
BLUFF CITY MATERIALS INC					
CA-1 AND CA-6 STONE	470.53	06320000 53336	SAND	289795	
CA-6 STONE	150.97	06320000 53336	SAND	291672	
CA-6 STONE	270.54	06320000 53336	SAND	291721	
CONCRETE & ROOFING STONE	180.96	06320000 53336	SAND	291773	
SAND	136.29	06320000 53336	SAND	291468	
	<u>1,209.29</u>				
BRACING SYSTEMS					
HONDA TILLER	25.00	01680000 52264	EQUIPMENT RENTAL	131624	
KRAUSER BOOTS	-32.07	04201600 53324	UNIFORMS	13196301	
KRAUSER BOOTS	32.07	04201600 53324	UNIFORMS	131963	
M KRAUSER RAINUIT & BOOTS	29.90	04201600 53324	UNIFORMS	131964	
	<u>54.90</u>				
BRUENS ANTIFREEZE					
GRN+ORANGE ANTIFREEZE	351.00	01696200 53354	PARTS PURCHASED	3717	
	<u>351.00</u>				
BUCK BROS INC					
JD TIRES	155.98	01670400 52212	AUTO MAINTENANCE & REPAIR	01291391	
	<u>155.98</u>				
BUDS & BLOOMS					
SICK/FUNERAL FLOWERS	108.00	01600000 52242	EMPLOYEE RECOGNITION	MAY 2009	
	<u>108.00</u>				
CAROL STREAM LAWN & POWER					
AIR FILTER SET	74.22	01670400 52244	MAINTENANCE & REPAIR	238602	
	<u>74.22</u>				
CAROYLN ASCHER LLC					
PLANT MAINT - JUNE	229.00	01680000 52244	MAINTENANCE & REPAIR	16369	
PLANT MAINT - MAY	229.00	01680000 52244	MAINTENANCE & REPAIR	16154	
	<u>458.00</u>				
CARQUEST AUTO PARTS					
10PC METRIC 3/8 TOOLS	56.97	01696200 53316	TOOLS	2420-142690	
5W20,LD OIL FILTERS	48.52	01696200 53354	PARTS PURCHASED	2420-142513	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
BALL JOINTS	209.90	01696200 53354	PARTS PURCHASED	2420-143289	
BLOWER MOTOR+WHEEL	73.63	01696200 53354	PARTS PURCHASED	2420-143339	
BRAKE CALIPER BOLTS	31.92	01696200 53354	PARTS PURCHASED	2420-141181	
BRAKE PADS & ROTORS	143.23	01696200 53354	PARTS PURCHASED	2420-141659	
BRAKE PADS & ROTORS	143.56	01696200 53354	PARTS PURCHASED	2420-142150	
BRAKE PADS & ROTORS	143.56	01696200 53354	PARTS PURCHASED	2420-143002	
BRAKE PADS & ROTORS	304.59	01696200 53354	PARTS PURCHASED	2420-143726	
BRAKE PADS, ROTORS	108.65	01696200 53354	PARTS PURCHASED	2420-141115	
BRAKE ROTORS	47.92	01696200 53354	PARTS PURCHASED	2420-141180	
BRAKE ROTORS	75.96	01696200 53354	PARTS PURCHASED	2420-142539	
BRAKE ROTORS,LD AIR F	111.96	01696200 53354	PARTS PURCHASED	2420-142362	
BRAKEPAD+ROTORS,OIL	158.11	01696200 53354	PARTS PURCHASED	2420-142519	
GREASE CAP,WTHR ADHE	21.53	01696200 53354	PARTS PURCHASED	2420-141668	
HD AIR FILTER	25.66	01696200 53354	PARTS PURCHASED	2420-141047	
HD FUEL FILTER	5.70	01696200 53354	PARTS PURCHASED	2420-143696	
HEATER HOSE CONNECTOR	45.12	01696200 53354	PARTS PURCHASED	2420-141693	
MINIATURE LAMPS	53.94	01696200 53354	PARTS PURCHASED	2420-143081	
OIL SEALS	22.56	01696200 53354	PARTS PURCHASED	2420-141671	
PRESSURE HOSE	19.78	01696200 53354	PARTS PURCHASED	2420-142521	
QUICK DISCONNECT	20.96	01696200 53354	PARTS PURCHASED	2420-141728	
RETURNED PARTS	-259.57	01696200 53354	PARTS PURCHASED	2420-143562	
RTN BRK CALIPER BOLTS	-15.96	01696200 53354	PARTS PURCHASED	2420-142197	
SHAM	49.86	01696200 53354	PARTS PURCHASED	2420-142291	
STK-ON CONVEX MIRRORS	9.80	01696200 53354	PARTS PURCHASED	2420-141744	
THICKSTER GLOVES	14.28	01696200 53317	OPERATING SUPPLIES	2420-143335	
TRANS FILTER KIT	21.24	01696200 53354	PARTS PURCHASED	2420-143553	
UBOLT RET, U-BOLT	2.61	01696200 53354	PARTS PURCHASED	2420-142484	
UBOLT,FUELPUMP MODULE	224.97	01696200 53354	PARTS PURCHASED	2420-142438	
WHEEL GREASE	11.98	01696200 53317	OPERATING SUPPLIES	2420-141682	
WTR PUMP,GSK,STAT.HOS	212.78	01696200 53354	PARTS PURCHASED	2420-142116	
	<u>2,145.72</u>				
CDW GOVERNMENT INC					
ADM PC BACKUP	80.54	01590000 54413	COMPUTER EQUIPMENT	PJW2995	
CABLES	29.00	01652800 53317	OPERATING SUPPLIES	PJW2995	
SOFTWARE & MEDIA	20.00	01610100 52255	SOFTWARE MAINTENANCE	W103376	
SOFTWARE & MEDIA	219.00	01610100 52255	SOFTWARE MAINTENANCE	W013376	
SWITCH CABLES	459.95	01652800 54412	OTHER EQUIPMENT	PG03410	
	<u>808.49</u>				
CENTRAL DUPAGE HOSPITAL					
HEP-B SHOTS	1,114.40	01662700 52236	MANAGEMENT PHYSICALS	95472	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>1,114.40</u>				
CHEM CARE INC					
TOWELS,TP,PAPER CUPS	<u>415.00</u>	01670100 53319	MAINTENANCE SUPPLIES	30181	
	<u>415.00</u>				
CHICAGO PARTS AND SOUND					
ALTERNATOR ASY	403.05	01696200 53354	PARTS PURCHASED	315278	
BATTERIES,SCREEN ASYS	<u>309.80</u>	01696200 53354	PARTS PURCHASED	315245	
	<u>712.85</u>				
CHRISTOPHER B BURKE ENGR LTD					
GLENBARD NORTH HIGH SCHOOL	4,927.76	01621900 52253	CONSULTANT	87630	20100035
SERV'S APRIL 26 THRU MAY 30	126.00	01621900 52253	CONSULTANT	87626	20100035
SERV'S APRIL 26 THRU MAY 30	238.50	01621900 52253	CONSULTANT	87632	20100035
SERV'S APRIL 26 THRU MAY 30	246.00	01621900 52253	CONSULTANT	87627	20100035
SERV'S APRIL 26 THRU MAY 30	<u>1,092.00</u>	01621900 52253	CONSULTANT	87633	20100035
	<u>6,630.26</u>				
CITY LIMITS					
CLOTH ALLOW - TAX	<u>88.00</u>	01664700 53324	UNIFORMS	78543	
	<u>88.00</u>				
CITY OF WHEATON					
DISABILITYPARKINGSTIC	<u>90.00</u>	01662700 53315	PRINTED MATERIALS	000001	
	<u>90.00</u>				
CLARKE ENRIVONMENTAL MOSQUITO MGMNT					
6/09-MOSQUITO MANAGEM	<u>9,451.92</u>	01670100 52269	MOSQUITO ABATEMENT	6325043	
	<u>9,451.92</u>				
COBAN RESEARCH & TECHNOLOGIES INC					
MIC ANTENNAS	<u>60.00</u>	01662700 53317	OPERATING SUPPLIES	1204	
	<u>60.00</u>				
COLLEGE OF DUPAGE					
BASIC ACADEMY CHARTER ROE 4/6	<u>2,661.00</u>	01662700 52223	TRAINING	SLE061609009	
	<u>2,661.00</u>				
COMED					
SERV FROM 06/01/09 THRU 06/30/09	8.36	06320000 52248	ELECTRICITY	1662139005 JUNE	
SERV FROM 4/28 THRU 6/26	206.36	06320000 52248	ELECTRICITY	0815164035 -JUNE	
SERV FROM 6/1/09 THRU 6/30	8.36	06320000 52248	ELECTRICITY	8109050024-JUNE	
SERV FROM 6/1/09 THRU 6/30/09	8.36	06320000 52248	ELECTRICITY	5904042016 JUNE	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>231.44</u>				
CONCEPT COMMERCIAL COMMUNICATIONS INC					
HOLSTER	12.44	04201600 53317	OPERATING SUPPLIES	27002	
	<u>12.44</u>				
COSTCO WHOLESALE					
BAL OWED AS OF 6/13/09	64.65	01650100 53380	VENDING MACHINE SUPPLIES	8-61005-JUNE	
BAL OWED AS OF 6/13/09	223.81	01600000 52242	EMPLOYEE RECOGNITION	8-61005-JUNE	
	<u>288.46</u>				
CUSTOM SERVICE HEAT COOL INC					
MAINT & REPR TO GARAGE A/C UNIT	372.50	01670400 52244	MAINTENANCE & REPAIR	07/13/09	
REPAIR & MTC ON PWC A/C BLDG	808.91	01670400 52244	MAINTENANCE & REPAIR	07/06/09	
	<u>1,181.41</u>				
DAILY HERALD					
2 NOTICE TO BID ROOF	218.00	01670400 52244	MAINTENANCE & REPAIR	T4156295+296	
AD-4 DAY EVENT	5,141.20	01750000 52287	SUMMER IN THE CENTER	46730201	
PNT155963	67.00	01530000 52240	PUBLIC NOTICES/INFOR	T4155963	
PNT155968	87.00	01530000 52240	PUBLIC NOTICES/INFOR	T4155968	
PNT4150328	80.00	01530000 52240	PUBLIC NOTICES/INFOR	T4150328	
PNT4150330	79.00	01530000 52240	PUBLIC NOTICES/INFOR	T4150330	
PNT4155962	160.00	01530000 52240	PUBLIC NOTICES/INFOR	T4155962	
PNT4155967	70.00	01530000 52240	PUBLIC NOTICES/INFOR	T4155967	
PUBLIC NOTICE-BUDGET	21.00	01520000 52240	PUBLIC NOTICES/INFORMATION	T4150122	
	<u>5,923.20</u>				
DAVID G BAKER					
VLG BOARD MTG TELECAST FOR 07	100.00	01650100 52253	CONSULTANT	070609	
	<u>100.00</u>				
DEFENSE TECHNOLOGY					
LESSLETHALSCHNEIDER	895.00	01664700 52223	TRAINING	NOV 16-19	
	<u>895.00</u>				
DELL MARKETING LP					
CYAN TONER CARTRIDGE	206.47	01662400 53317	OPERATING SUPPLIES	XD7K6M6M5	
TONER CARTRIDGE	226.05	01664700 53317	OPERATING SUPPLIES	XD7K6M6M5	
TONER CARTRIDGES	300.88	01664700 53317	OPERATING SUPPLIES	XD8CN1W89	
	<u>733.40</u>				
DELUX TOWING					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TOW #26 TO WS TRACTOR	350.00	01696200 53353	OUTSOURCING SERVICES	65045	
TOW #26 TO CS GARAGE	350.00	01696200 53353	OUTSOURCING SERVICES	65047	
TOWING-EBAY CHRG	20.00	01664700 53317	OPERATING SUPPLIES	66259	
TOWING-EBAY CHRG	20.00	01664700 53317	OPERATING SUPPLIES	66260	
	<u>740.00</u>				
DITCH WITCH					
BLUE LOCATING PAINT	66.00	04101500 53317	OPERATING SUPPLIES	C95324	
EXCAVATOR 5/18-21	600.00	01670300 52264	EQUIPMENT RENTAL	R36748	
	<u>666.00</u>				
DPA LASER SERVICES INC					
TONER CARTRIDGES	454.73	01662656 53314	OFFICE SUPPLIES	8125	
	<u>454.73</u>				
DRESSBARN					
CLOTH ALLOW - LARSEN	142.95	01662400 53324	UNIFORMS	83154	
	<u>142.95</u>				
DU KANE ASPHALT CO					
ASPHALT & EMULSION	528.96	06320000 53340	MATERIALS	19303	
	<u>528.96</u>				
DUPAGE CELLULAR COMM					
CELLULAR PHONE-CHGR	29.99	01620100 53317	OPERATING SUPPLIES	10047066	
PHONECHARGER/09013100	19.99	01662400 53317	OPERATING SUPPLIES	10047133	
	<u>49.98</u>				
DUPAGE COUNTY					
DATA PROCESSING JUNE 09	250.00	01662600 52247	DATA PROCESSING	6418	
	<u>250.00</u>				
DUPAGE COUNTY HUMAN SERVICES					
TAXI CAB COUPONS 592549-593148	3,000.00	01520000 52250	DIAL-A-RIDE	669	
	<u>3,000.00</u>				
EBAY INC					
SEIZED VEHICLE SALES	319.80	01664700 53317	OPERATING SUPPLIES	053109	
	<u>319.80</u>				
ELECTRONIC DATA SOLUTIONS					
SOFTWARE UPDATE-GIS	495.00	01620100 52255	SOFTWARE MAINTENANCE	564	
SOFTWARE UPDATE-GPS	885.00	01620100 52255	SOFTWARE MAINTENANCE	574	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>1,380.00</u>				
FACTORY BRN SHS #142285					
CLOTH ALLOW - NICKLES	<u>49.99</u>	01662400 53324	UNIFORMS	5589	
	<u>49.99</u>				
FEDEX					
INV SUMMARY FOR JULY 1 2009	10.99	01650100 52229	POSTAGE	9-246+59807	
INV SUMMARY JULY 08 2009	<u>12.73</u>	01650100 52229	POSTAGE	9-254-30457	
	<u>23.72</u>				
FLOLO CORPORATION					
PREDICTIVE MAINT 5/09	<u>300.00</u>	04201600 53317	OPERATING SUPPLIES	083875	
	<u>300.00</u>				
FLOOD BROTHERS DISPOSAL					
YARD WASTE STICKERS	2,775.00	01 14120	YARD WASTE STICKERS	1639606	
YARD WASTE STICKERS	2,775.00	01 14120	YARD WASTE STICKERS	1679194	
YARD WASTE STICKERS	<u>2,775.00</u>	01 14120	YARD WASTE STICKERS	1696878	
	<u>8,325.00</u>				
FOUNTAIN PEOPLE INC					
WATER LEVEL SENSOR W/CORD	<u>262.80</u>	01680000 53381	TC MAINTENANCE & SUPPLIES	43515-IN	
	<u>262.80</u>				
G F O A					
GFOA AWARD APPL.	<u>330.00</u>	01610100 52234	DUES & SUBSCRIPTIONS	2618451	
	<u>330.00</u>				
G W BERKHEIMER CO INC					
AIR DUCT DEFUSER	<u>31.83</u>	01680000 53319	MAINTENANCE SUPPLIES	07-30384	
	<u>31.83</u>				
GALLS					
VOLUNTEER JACKETS	<u>528.40</u>	01664773 53325	COMMUNITY RELATIONS	981425500010	
	<u>528.40</u>				
GEMPLERS					
DISPOSABLE BLANKETS	<u>87.85</u>	01662700 53317	OPERATING SUPPLIES	1013514350	
	<u>87.85</u>				
GLENBROOK EXCAVATING & CONCRETE INC					
REPLACEMENT OF EVERGREEN LIF	-7,025.00	04 21242	RETAINAGE GLENBROOK	PARTIAL PYMNT 1	20100044
	<u>70,250.00</u>	04101500 54480	CONSTRUCTION	PARTIAL PYMNT 1	20100044

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>63,225.00</u>				
GORDON FLESCH COMPANY INC					
RECORD-COPR 4/23-5/23	<u>155.87</u>	01662600 52226	OFFICE EQUIPMENT MAINTENAI	OK0078	
	155.87				
GRAINGER					
CPLG PLUGS,GLOVES,HOS	154.79	04200100 53317	OPERATING SUPPLIES	1082687099	
GATE VALVE BRONZE	77.99	04201400 53317	OPERATING SUPPLIES	1083012846	
GLOVES NITRILE 10 BX	137.00	04201600 53317	OPERATING SUPPLIES	6103885517	
TIRE INFLATE GUAGE	<u>65.20</u>	04201300 53316	TOOLS	1082687099	
	434.98				
GRAYBAR ELECTRIC					
HUBBELL WIRING DEVICE	<u>179.08</u>	01670300 53317	OPERATING SUPPLIES	941661632	
	179.08				
GREENWAY PRINTING INC					
TRAFFIC DATA STICKERS	<u>89.62</u>	01662700 53315	PRINTED MATERIALS	290302	
	89.62				
HD SUPPLY WATERWORKS					
5 GAL PAIL PRECO PLUG	972.00	01670600 53317	OPERATING SUPPLIES	9028312	
COUPLING,POLYTAPE	30.36	01670400 53317	OPERATING SUPPLIES	9008109	
VALVE BX ADPT,GSKT,RE	<u>624.48</u>	04200100 52244	MAINTENANCE & REPAIR	9121638	
	1,626.84				
HOME DEPOT					
ANCHOR KIT	11.71	01696200 53317	OPERATING SUPPLIES	0638015	
CONCRETE,SANDMIX SEAL	346.76	01670600 53317	OPERATING SUPPLIES	83775	
KEYS,WASP, HAM DRILL	65.60	04201600 53317	OPERATING SUPPLIES	0202523	
MEASURING TAPE 303	13.96	01621300 53317	OPERATING SUPPLIES	0560771	
MEASURING TAPE 307	13.96	01621300 53317	OPERATING SUPPLIES	0561647	
PAVER RED	273.78	01670600 53317	OPERATING SUPPLIES	83781	
PIPE,FITTS,PAINT,CPLG	40.71	04101500 53317	OPERATING SUPPLIES	0246496	
SHOVELS,STEEL SPIKES	153.82	01670400 53316	TOOLS	83658	
SHOVELS,STEEL SPIKES	224.46	01670400 53316	TOOLS	83658	
SINK AT TOWN CENTER	14.24	01680000 53381	TC MAINTENANCE & SUPPLIES	0241752	
SUPPLIES FOR SINK AT TWN CTR	24.83	01680000 52219	TC MAINTENANCE	0619254	
SUPPLIES FOR SINK AT TWN CTR	<u>39.97</u>	01680000 53381	TC MAINTENANCE & SUPPLIES	0246223	
	1,223.80				
HOME PLUMBING & HEATING CO INC					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TWN CTR PLUMB PRTS	12.00	01680000 53381	TC MAINTENANCE & SUPPLIES	19134	
	<u>12.00</u>				
HOMETOWN RV					
RV-4DAY	630.00	01750000 52287	SUMMER IN THE CENTER	5911	
	<u>630.00</u>				
HOTELS-MASTERCARD					
HOTEL -D WELLS	154.56	01664700 52223	TRAINING	908974	
ILSROA TRNG-RUDELICH	231.84	01664700 52223	TRAINING	908975	
ROOM/SCARAMELLA	216.30	01750000 52287	SUMMER IN THE CENTER	112786	
	<u>602.70</u>				
HUB INTERNATIONAL MIDWEST LIMITED					
POLICY # PTP NO4830039	697.50	01660100 51114	WORKERS COMP	AUG THRU NOV 2009	
	<u>697.50</u>				
I G F O A					
ICMA WORKSHOP-HELGERS	195.00	01610100 52223	TRAINING	1971692	
REDFLAG FEE	115.00	01612900 52223	TRAINING	UBREDFLG	
	<u>310.00</u>				
I R M A					
JUNE DEDUCTIBLE	7,616.40	01650100 52215	IRMA DEDUCTIBLES	9034	
JUNE OPTIONAL DEDUCTIBLE	22,266.33	01650100 52215	IRMA DEDUCTIBLES	9011	
	<u>29,882.73</u>				
IL LAW ENFORCEMENT OFFICERS					
ILEAS ANNUAL DUES	100.00	01660100 52234	DUES & SUBSCRIPTIONS	05112009	
	<u>100.00</u>				
ILLINI POWER PRODUCTS					
REPAIR GENERATOR	2,932.82	01680000 52244	MAINTENANCE & REPAIR	108001	20100040
	<u>2,932.82</u>				
ILLINOIS ASSN OF CHIEFS OF POLICE					
J O'BRIEN DUES 2009	85.00	01660100 52234	DUES & SUBSCRIPTIONS	2008/09	
	<u>85.00</u>				
ILLINOIS MUNICIPAL LEAGUE					
REGIS FOR TRUSTEE WEISS ON 9/2	450.00	01520000 52222	MEETINGS	WEISS REGIS 9/25	
	<u>450.00</u>				
ILLINOIS SECRETARY OF STATE					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
NOTARY COMM RENEWAL FEE	10.00	01580000 52234	DUES & SUBSCRIPTIONS	WYNNE PROGAR	
	<u>10.00</u>				
ILLINOIS TOLLWAY					
MISSED TOLLS GLEES	3.60	01643700 52222	MEETINGS	16936424	
	<u>3.60</u>				
INDUSTRIAL ROOFING SERVICES INC					
ROOF SYSTEM DESIGN	2,762.50	01670400 52244	MAINTENANCE & REPAIR	018945	20100043
ROOF SYSTEM DESIGN	4,165.00	04101100 52244	MAINTENANCE & REPAIR	018944	20100043
	<u>6,927.50</u>				
INFO TECH RESEARCH GROUP					
RESEARCH & CONSULTING	495.00	01652800 52253	CONSULTANT	144623	
	<u>495.00</u>				
INTERNET PURCHASE MASTERCARD					
MEDIA	422.04	01662759 53317	OPERATING SUPPLIES	W68509660101	
MEDIA	1,104.99	01662759 53317	OPERATING SUPPLIES	P11511960101	
SUPPLIES	248.75	01662700 53317	OPERATING SUPPLIES	P11511960101	
VOICE LOGGER DISK	72.00	01660100 53317	OPERATING SUPPLIES	99910	
	<u>1,847.78</u>				
ION INC					
HAND HELD RADIO CASES	127.70	01662700 53324	UNIFORMS	30148	
	<u>127.70</u>				
IRON MOUNTAIN INTELLECTUAL PROPERTY MG					
MUNIS BKUP 8/09-8/10	700.00	01610100 52255	SOFTWARE MAINTENANCE	4115614	
	<u>700.00</u>				
J G UNIFORMS INC					
VEST COVER - CHACON	122.00	01662400 53324	UNIFORMS	1465	
	<u>122.00</u>				
JULIE INC					
LOCATES FOR JUNE	153.43	01670300 52272	PROPERTY MAINTENANCE(NPDI	06-09-0353	
LOCATES FOR JUNE	153.43	04201600 52272	PROPERTY MAINTENANCE(NPDI	06-09-0353	
LOCATES FOR JUNE	153.44	04101500 52272	PROPERTY MAINTENANCE(NPDI	06-09-0353	
	<u>460.30</u>				
JACKSON HIRSH INC					
LAMINATION/ DEACON	148.16	01660100 53317	OPERATING SUPPLIES	0739826	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>148.16</u>				
JEWEL-OSCO					
DARE GRADUATION	33.64	01664765 53325	COMMUNITY RELATIONS	324601021111	
DARE GRADUATION	40.45	01664765 53325	COMMUNITY RELATIONS	326406006114	
DRINKS - 4 DAY EVENT	119.97	01750000 52287	SUMMER IN THE CENTER	324603008521	
	<u>194.06</u>				
JOE COTTON FORD					
SWITCH - W	48.28	01696200 53354	PARTS PURCHASED	279700	
	<u>48.28</u>				
JOHN L FIOTI					
ATLE LEGAL-JULY 8TH	93.75	01662300 52310	ATLE LEGAL ADJUDICATION	C S 8	
	<u>93.75</u>				
KOHL'S					
CLOTH ALLOW-RUDELICH	21.60	01664700 53324	UNIFORMS	32217/3642/6	
JEANS- J PAVELKA	127.96	01670400 53324	UNIFORMS	001900112943	
R SCHAFFER JEANS	139.96	01670400 53324	UNIFORMS	65000136412	
	<u>289.52</u>				
LA FAYETTE HOME NURSERY INC					
2009/10 POND SHORELINE AND WEI	2,597.50	01620100 52272	PROPERTY MAINTENANCE(NPDI 018073		20100036
2009/10 POND SHORELINE AND WEI	7,250.00	01620100 52272	PROPERTY MAINTENANCE(NPDI 018075		20100036
	<u>9,847.50</u>				
LIBERTY SUBURBAN CHICAGO NEWSPAPERS					
AD-4DAY	700.00	01750000 52287	SUMMER IN THE CENTER	423462	
	<u>700.00</u>				
LIBERTY TIRE RECYCLING					
79 TIRES	161.96	01696200 53354	PARTS PURCHASED	60032579	
	<u>161.96</u>				
LOWE'S HOME CENTERS					
6"PVC CLEANOUT PLUG	41.39	01670300 53317	OPERATING SUPPLIES	11329	
FLOWERS	13.94	01680000 53319	MAINTENANCE SUPPLIES	19360	
FOUNTAIN PARTS	42.13	01680000 52219	TC MAINTENANCE	14051	
GRASS SEED-VLG HL	42.67	01680000 53319	MAINTENANCE SUPPLIES	19392	
HOSE PARTS	10.95	01680000 53319	MAINTENANCE SUPPLIES	13099	
LOCK PLUG,CONN,BLK	184.53	01670300 53317	OPERATING SUPPLIES	11119	
SUPPLIES	-4.63	01680000 53319	MAINTENANCE SUPPLIES	14614CR	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SUPPLIES	10.56	01680000 53319	MAINTENANCE SUPPLIES	14648	
SUPPLIES	14.77	01680000 53319	MAINTENANCE SUPPLIES	14614	
SUPPLIES	47.97	01680000 53319	MAINTENANCE SUPPLIES	14945	
TC 4DAY EVENT SUPPLIE	17.70	01680000 53381	TC MAINTENANCE & SUPPLIES	12476	
TC SPRINKLER REPAIR	24.36	01680000 52219	TC MAINTENANCE	14825	
TC SPRINKLER SYS REPA	-8.24	01680000 52219	TC MAINTENANCE	14495	
TC SPRINKLER SYS REPA	7.65	01680000 52219	TC MAINTENANCE	14523	
TC SPRINKLER SYS REPA	8.24	01680000 52219	TC MAINTENANCE	14495	
TC SPRINKLER SYS REPA	8.32	01680000 52219	TC MAINTENANCE	14521	
TC SPRINKLER SYS REPA	48.71	01680000 52219	TC MAINTENANCE	14586	
TOLIET PR RPL PART	1.99	01680000 53319	MAINTENANCE SUPPLIES	13024	
TWN CTR SUPPLIES	1.97	01680000 53381	TC MAINTENANCE & SUPPLIES	14746	
TWN CTR SUPPLIES	15.11	01680000 53381	TC MAINTENANCE & SUPPLIES	14224	
	<u>530.09</u>				
LYNN PEAVEY COMPANY					
EVIDENCE SUPPLIES	125.55	01662460 53317	OPERATING SUPPLIES	202511	
	<u>125.55</u>				
MAHER LUMBER CO					
R THIEDE SHOES	100.00	01670400 53324	UNIFORMS	0015	
	<u>100.00</u>				
MARKET ACCESS CORP					
EVENT DATE 7/12/09	170.00	01000000 47407	MISCELLANEOUS REVENUE	J BREINIG	
EVENT DATE 8/1/2009	190.00	01000000 47407	MISCELLANEOUS REVENUE	ADRIANA CORONA	
	<u>360.00</u>				
MARSHALLS					
CLOTH ALLOW - CHACON	196.88	01662400 53324	UNIFORMS	16066326	
	<u>196.88</u>				
MCMASTER CARR					
SCREWS,GREASE GUN,NUT	727.66	04201600 53317	OPERATING SUPPLIES	30887903	
	<u>727.66</u>				
MEMMON RUBBER & SAFE					
SAFETY VESTS	48.43	01670400 53324	UNIFORMS	27193	
SAFETY VESTS	48.44	04201600 53324	UNIFORMS	27193	
	<u>96.87</u>				
MENARDS					
MEX QTS,100PK BLADES	21.82	01696200 53317	OPERATING SUPPLIES	52626067020	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
THREAD,LOCKNUT	15.12	01696200 53354	PARTS PURCHASED	90837060334	
	<u>36.94</u>				
MIDWAY TRUCK PARTS					
2 HOSE ASSEMBLY	260.00	01696200 53354	PARTS PURCHASED	564663	
6 HOSE ASSEMBLY	558.04	01696200 53354	PARTS PURCHASED	564690	
STARTER FOR #63	243.86	01696200 53354	PARTS PURCHASED	565130	
	<u>1,061.90</u>				
MIDWEST GROUNDCOVERS					
MAINT SUPPLIES	119.54	01680000 53319	MAINTENANCE SUPPLIES	A314626	
	<u>119.54</u>				
MIDWEST METER INC					
2 - REG ITRON METERS	1,040.44	04201400 53333	METERS	0008359-IN	20100039
NEW METERS	6,325.99	04201400 53333	METERS	0008155-IN	20100039
	<u>7,366.43</u>				
MINUTEMAN PRESS					
11 BUSINES CARDS	219.60	01662700 53317	OPERATING SUPPLIES	24204	
BUSINESS CARDS-BULDING/COM DE	41.05	01643700 53315	PRINTED MATERIALS	24506	
	<u>260.65</u>				
MORONI LAW OFFICES					
SERVICES RENDERED FOR MAY 200	2,675.00	01570000 52235	LEGAL FEES-PROSECUTION	MAY 2009	
	<u>2,675.00</u>				
MR SITCO					
METER READS-JUNE	1,630.80	04103100 52221	UTILITY BILL PROCESSING	50479	6
METER READS-JUNE	1,630.80	04203100 52221	UTILITY BILL PROCESSING	50479	6
	<u>3,261.60</u>				
NAMIFIERS LLC					
LANYARD FOR CARNIVAL	57.70	01660100 53317	OPERATING SUPPLIES	SI-1289913	
	<u>57.70</u>				
NAPA AUTO CENTER					
CORE DEPOIT RETURN	-16.70	01696200 53354	PARTS PURCHASED	034504	
COUPLER TOOL	17.67	01696200 53316	TOOLS	0295562	
COUPLER TOOLS	30.03	01696200 53316	TOOLS	033424	
DISC BRAKE ROTOR-#17	77.38	01696200 53354	PARTS PURCHASED	34478	
PS PUMP,CORE,PRES HOS	118.87	01696200 53354	PARTS PURCHASED	033188	
SPARK PLUG	1.89	01696200 53354	PARTS PURCHASED	035199	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SPARK PLUGS,UJOINTS	86.90	01696200 53354	PARTS PURCHASED	035391	
	<u>316.04</u>				
NARTAN INDIAN DANCE					
CULTERAL COUNTS FESTIVAL	100.00	01750000 52290	MULTI-CULTURAL EVENT	INDIAN DANCE 7/16/0	
	<u>100.00</u>				
NATIONAL ENGRAVERS					
PLACQUE - DRAGER	76.00	01520000 53314	OFFICE SUPPLIES	3788	
RES. LLOYD SMITH	87.00	01600000 52242	EMPLOYEE RECOGNITION	3788	
	<u>163.00</u>				
NATIONAL LAW ENFORCEMENT SUPPLY					
EVIDENCE SUPPLIES	450.88	01662460 53317	OPERATING SUPPLIES	51034100	
	<u>450.88</u>				
NEENAH FOUNDRY COMPANY					
FRAME, GRATE, CRB BOX	350.00	11740000 55486	ROADWAY CAPITAL IMPROVEME	13616	
	<u>350.00</u>				
NEHER ELECTRIC SUPPLY INC					
PW LIGHTING PROJECT	148.10	01670300 53381	TC MAINTENANCE & SUPPLIES	18886100	
	<u>148.10</u>				
NEOPOST LEASING					
LEASE JUNE 09	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	5610562	
LEASE MAY 09	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	5578925	
	<u>844.88</u>				
NEXTEL COMMUNICATIONS					
SERV APRL 24- MAY 23	45.55	01680000 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	22.49	04103100 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	22.49	04203100 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	52.96	01662500 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	62.48	01600000 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	64.71	01652800 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	90.19	04201600 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	162.62	01670100 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	164.58	01662700 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	197.78	01662400 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	212.13	01643700 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	259.13	01664700 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	287.22	01620100 52230	TELEPHONE	760300514088	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SERV APRL 24-MAY 23	323.21	01660100 52230	TELEPHONE	760300514088	
SERV APRL 24-MAY 23	327.74	01560000 52230	TELEPHONE	760300514088	
	2,295.28				
NICOR GAS					
SERV FROM 06/08 THRU 07/09	27.41	04201600 52277	HEATING GAS	13-81-12-1000-7-JUNE	
SERV FROM 06/11 THRU 7/10	81.11	04201600 52277	HEATING GAS	86 60 60 117 8 JUNE	
	108.52				
NMI					
VEH ONLINE FEE MAY	18.00	01610100 52256	BANKING SERVICES	CC LINE MAY	
VEH ONLINE FEE-MAY	51.90	01610100 52256	BANKING SERVICES	CC LINE MAY	
	69.90				
NORTH GARY AUTO CARE ENTER					
98 JEEP INSPECTIONS	201.11	01664700 53317	OPERATING SUPPLIES	50510	
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	50017	
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	50024	
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	50048	
EBAY INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	50533	
REPAIR 1998 JEEPSPORT	309.94	01664700 53317	OPERATING SUPPLIES	50200	
	631.01				
NORTHEASTERN ILLINOIS PUBLIC SAFETY					
TRAINING - MATT YORK MAY 5/12/09	75.00	01670100 52223	TRAINING	5280	
	75.00				
NOTARIES ASSOCIATION OF ILL INC					
NOTARY COMM RENEWAL EXPIRES	38.00	01580000 52234	DUES & SUBSCRIPTIONS	WYNNE PROGAR	
	38.00				
OCE IMAGISTICS INC					
PWKS COPR MAY USAGE	5.99	01670100 52231	COPY EXPENSE	412386051	
PWKS COPR-MAY	13.26	01670100 52231	COPY EXPENSE	412522481	
	19.25				
OFFICE DEPOT					
ENVELOPES	26.10	01662400 53314	OFFICE SUPPLIES	477339116001	
INK CARTRIDGE	-260.89	01610100 53317	OPERATING SUPPLIES	476928626001	
INKJET CARTRIDGES	141.02	01664700 53314	OFFICE SUPPLIES	475313655	
OFFICE SUPPLIES	5.65	01662500 53314	OFFICE SUPPLIES	475324186	
OFFICE SUPPLIES	12.12	01590000 53314	OFFICE SUPPLIES	476608757001	
OFFICE SUPPLIES	20.24	01643700 53314	OFFICE SUPPLIES	478680137	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
OFFICE SUPPLIES	22.66	01662400 53314	OFFICE SUPPLIES	475324186	
OFFICE SUPPLIES	22.66	01662700 53314	OFFICE SUPPLIES	475324186	
OFFICE SUPPLIES	45.31	01660100 53314	OFFICE SUPPLIES	475324186	
OFFICE SUPPLIES	45.31	01664700 53314	OFFICE SUPPLIES	475324186	
OFFICE SUPPLIES	76.66	01560000 53314	OFFICE SUPPLIES	476616303001	
OFFICE SUPPLIES	141.61	01662600 53314	OFFICE SUPPLIES	475324186	
OFFICE SUPPLIES	177.22	01643700 53314	OFFICE SUPPLIES	478679985	
PHOTO PAPER	18.14	01660100 53314	OFFICE SUPPLIES	475313655A	
TAPE DISPENSER	-1.59	01560000 53314	OFFICE SUPPLIES	476738947	
	492.22				
OLD DOMINION BRUSH CO					
6 GUTTER BROOMS	604.50	01670400 52212	AUTO MAINTENANCE & REPAIR	63046-10087	
	604.50				
OLD NAVY					
F GIUNTI JEANS	118.00	01670400 53324	UNIFORMS	76030612	
K PAGLIA JEANS	59.00	01670400 53324	UNIFORMS	22361289	
R THIEDE JEANS	140.00	01670400 53324	UNIFORMS	22379342	
	317.00				
OMI					
WRC OPERATIONS	122,410.41	04101100 52262	OMI CONTRACT	46386	20100045
	122,410.41				
ONESTI ENTERTAINMENT CORP					
2009 SUMR IN CTR FESTIVAL PAYOL	9,500.00	01750000 52287	SUMMER IN THE CENTER	5480	
	9,500.00				
ORIENTAL TRADING COMPANY INC					
BIKE RODEO	61.91	01664764 53325	COMMUNITY RELATIONS	631973756-01	
	61.91				
ORION HOLDINGS LLC					
MED T-SHIRTS	12.75	04201600 53324	UNIFORMS	86925	
MED T-SHIRTS	40.00	04201600 53324	UNIFORMS	86924	
MED T-SHIRTS	46.07	01670300 53324	UNIFORMS	86924	
	98.82				
P & M MERCURY MECHANIC					
MTC & REPAIR	220.00	01680000 52244	MAINTENANCE & REPAIR	52058	
	220.00				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
P F PETTIBONE & CO					
PERMANENT BINDERS FOR ORIGIN/	470.50	01580000 53314	OFFICE SUPPLIES	18058	
	470.50				
P R STREICH & SONS INC					
GAR BAYS (4) REPAIRS	699.00	01696200 52284	EQUIPMENT MAINTENANCE	IN000031808	
	699.00				
PACSUN					
CLOTH ALLW-SCHNEIDER	47.96	01664700 53324	UNIFORMS	5756	
	47.96				
PAGECOM WIRELESS STRAT					
PHONECHARGER/09013100	19.99	01662400 53317	OPERATING SUPPLIES	044640	
	19.99				
PARTY CENTRAL					
30" ROUND TABLE PEDIS	26.25	01750000 52291	MISC EVENTS/ACTIVITIES	401554	
	26.25				
PETROLIANCE LLC					
OIL & 424 FLUID	1,574.62	01696200 53354	PARTS PURCHASED	8681201	
	1,574.62				
PLATINUM POOLCARE AQUATECH LTD					
FOUNT -MAY	909.50	01680000 52244	MAINTENANCE & REPAIR	10395	
FOUNT SUPPLIES	45.94	01680000 53381	TC MAINTENANCE & SUPPLIES	10767	
FOUNT SUPPLIES	232.80	01680000 52244	MAINTENANCE & REPAIR	10455	
	1,188.24				
PLOTE CONSTRUCTION INC					
2009 FLEXIBLE PAVEMENT PROJEC	118,679.54	11 21112	RETAINAGE - PLOTE	90160.04	20100017
2009 FLEXIBLE PAVEMENT PROJEC	378,965.32	11740000 55486	ROADWAY CAPITAL IMPROVEME	90160.04	20100017
	497,644.86				
POMPS TIRE SERVICE					
20 TIRES,USER FEES	1,998.80	01696200 53354	PARTS PURCHASED	743860	
	1,998.80				
PORTER LEE CORPORATION					
EVIDENCE SUPPLIES	139.00	01662460 53317	OPERATING SUPPLIES	8072	
	139.00				
PRAIRIE PATH CYCLES					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
BIKE REPAIRS	166.96	01664700	53317	OPERATING SUPPLIES	51209140454	
	<u>166.96</u>					
PRESTIGE NURSERY & GARDEN CENTER INC						
DIRT-VLG HALL	28.00	01680000	53319	MAINTENANCE SUPPLIES	242348	
GARDEN MIX	28.00	01680000	53319	MAINTENANCE SUPPLIES	2-42388	
GARDEN MIX	28.00	01680000	53319	MAINTENANCE SUPPLIES	2-42390	
GARDEN MIX	28.00	01680000	53319	MAINTENANCE SUPPLIES	2-42428	
	<u>112.00</u>					
PROFILE GRAPHICS INC						
SUMMER 2009 CORRESPONDENT	4,722.42	01520000	52240	PUBLIC NOTICES/INFORMATION	8357	
	<u>4,722.42</u>					
PUBLIC STORAGE 28162						
STORAGE FEE-JUNE09	219.00	01662400	53317	OPERATING SUPPLIES	28162 JUN09	
	<u>219.00</u>					
RADCO COMMUNICATIONS INC						
655 REPAIR ARROWSTICK	40.60	01662750	52212	AUTO MAINTENANCE & REPAIR	73936	
678 GRILL LIGHTS	15.00	01662750	52212	AUTO MAINTENANCE & REPAIR	73981	
686 OPTICON REPAIR	10.00	01662750	52212	AUTO MAINTENANCE & REPAIR	73956	
CHAN 9 PROGRAM/RADIO	39.58	01662700	52227	RADIO MAINTENANCE	73866	
DECERN RADIO REPAIR	80.00	01660100	52227	RADIO MAINTENANCE	73916	
REAR LIGHTS FOR 619	211.48	01662352	52212	AUTO MAINTENANCE & REPAIR	73916	
	<u>396.66</u>					
RADIOSHACK						
75-300 OHM	5.49	01652800	53317	OPERATING SUPPLIES	327712	
	<u>5.49</u>					
RAY O'HERRON CO						
BABOR	235.65	01662700	53324	UNIFORMS	7171	
BABOR-T-NECK WINTER	89.85	01662700	53324	UNIFORMS	6141	
BAUGHMAN	117.85	01662700	53324	UNIFORMS	7206	
BAUGHMAN- EMBR CHARGE	43.90	01662700	53324	UNIFORMS	7741	
BAUGHMAN- PANTS	73.90	01662700	53324	UNIFORMS	7875	
BOSHART	191.75	01662700	53324	UNIFORMS	7226	
BOSHART- BELT	108.90	01662700	53324	UNIFORMS	6921	
BRADLEY	63.90	01662700	53324	UNIFORMS	7230	
BUCHOLZ	267.65	01662700	53324	UNIFORMS	7177	
BUCHOLZ-BELT	116.90	01662700	53324	UNIFORMS	7135	
BULLERI	174.75	01662700	53324	UNIFORMS	7225	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
BULLERI- BELT	108.90	01662700 53324	UNIFORMS	6918	
BULLERI-T-NECK WINTER	89.85	01662700 53324	UNIFORMS	6177	
CADLE	235.65	01662700 53324	UNIFORMS	7175	
CARR- PANTS	36.95	01662400 53324	UNIFORMS	7736	
CASTRO	137.80	01662700 53324	UNIFORMS	7231	
CASTRO- BELT	108.90	01662700 53324	UNIFORMS	6917	
CHACON	191.75	01662700 53324	UNIFORMS	7211	
CLUEVER-BELT	108.90	01662300 53324	UNIFORMS	6919	
COOPER	137.80	01662700 53324	UNIFORMS	7234	
COOPER-BELT	108.90	01662700 53324	UNIFORMS	6925	
D. OBREIN	181.70	01662700 53324	UNIFORMS	7174	
D. OBRIEN- BELT	108.90	01662700 53324	UNIFORMS	6920	
DAUGERDAS	191.75	01662700 53324	UNIFORMS	7233	
DC CALL OUT SHIRT	59.90	01660100 53324	UNIFORMS	6176	
DC STARS, GEORGE NAME	53.70	01662700 53324	UNIFORMS	6139	
DEGNAN	181.70	01662700 53324	UNIFORMS	7179	
DUGO- SHOES	36.95	01662600 53324	UNIFORMS	7200	
DUGO-PANTS	73.90	01662600 53324	UNIFORMS	7194	
DUMOULIN	271.55	01660100 53324	UNIFORMS	7182	
DUMOULIN- T-NECK WINT	127.80	01660100 53324	UNIFORMS	6151	
DUMOULIN-BELT	108.90	01660100 53324	UNIFORMS	6926	
DUNTEMAN	230.70	01662700 53324	UNIFORMS	7176	
ESTRADA	328.55	01662700 53324	UNIFORMS	7189	
FRY	223.75	01662300 53324	UNIFORMS	7228	
G. GRAY	145.80	01662700 53324	UNIFORMS	7213	
G. GRAY- BELT	106.90	01662700 53324	UNIFORMS	7450	
GARZA- SHIRT, PANTS	141.80	01664700 53324	UNIFORMS	7191	
GARZA- SHIRTS	101.85	01664700 53324	UNIFORMS	7737	
GAVURNIK- PANTS	73.90	01662600 53324	UNIFORMS	7192	
GEORGE	181.70	01662700 53324	UNIFORMS	7396	
GEORGE- PATCH CHEVRON	23.75	01662700 53324	UNIFORMS	6181	
GEORGE-SHOES	85.95	01662700 53324	UNIFORMS	7745	
GILMORE	235.60	01660100 53324	UNIFORMS	7395	
GILMORE-SHOES	85.95	01660100 53324	UNIFORMS	7746	
GLOS	235.65	01662700 53324	UNIFORMS	7181	
GLOS-BELT	106.90	01662700 53324	UNIFORMS	6929	
HARKER	223.75	01662700 53324	UNIFORMS	7218	
HARRISON	109.80	01662400 53324	UNIFORMS	7219	
HARRISON TNECK WINTER	89.85	01662400 53324	UNIFORMS	6178	
HARRISON- BELT	108.90	01662400 53324	UNIFORMS	6922	
HOFFMAN	218.65	01662700 53324	UNIFORMS	7180	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
INCROCCI	193.80	01662700 53324	UNIFORMS	7203	
J. LOPEZ	289.55	01662700 53324	UNIFORMS	7747	
J.GREY	195.75	01662700 53324	UNIFORMS	7193	
J.OBRIEN	181.80	01660100 53324	UNIFORMS	7222	
JOHNSON	191.75	01662700 53324	UNIFORMS	7209	
JONES	149.85	01662700 53324	UNIFORMS	7238	
JUNGERS	377.55	01662300 53324	UNIFORMS	7170	
JUNGERS- HAT	36.95	01662300 53324	UNIFORMS	6179	
KALINOWICZ	267.65	01662300 53324	UNIFORMS	7172	
KALINOWICZ-BELT	106.90	01662300 53324	UNIFORMS	6914	
KONIOR-BELT	108.90	01662700 53324	UNIFORMS	6928	
KOTNAUR	255.70	01662700 53324	UNIFORMS	7207	
KOTNAUR-EMBR CHARGE	65.85	01662700 53324	UNIFORMS	7739	
LAKE- SHOES	84.95	01662600 53324	UNIFORMS	7198	
LALLY	227.75	01662700 53324	UNIFORMS	7197	
LAPORTE	227.75	01662400 53324	UNIFORMS	7196	
LARSEN	73.90	01662400 53324	UNIFORMS	7393	
LARSEN-T-NECK WINTER	89.85	01662400 53324	UNIFORMS	6163	
LOVERDE- SHIRTS	63.90	01662700 53324	UNIFORMS	7227	
LUCAS	181.70	01662700 53324	UNIFORMS	7186	
M. KONIOR PANTS,SHOE	110.85	01662600 53324	UNIFORMS	7201	
M. KONIOR- SWEATER	58.95	01662600 53324	UNIFORMS	7241	
MABBITT	137.80	01662700 53324	UNIFORMS	7214	
MARCINIAK	289.55	01664700 53324	UNIFORMS	7183	
MCDONNELL- SHOES	53.95	01662600 53324	UNIFORMS	7195	
MICHALEK	266.65	01662700 53324	UNIFORMS	7188	
MICHALEK-BELT	121.95	01662700 53324	UNIFORMS	6913	
MILLER	181.70	01660100 53324	UNIFORMS	7185	
MILLER- BELT	108.90	01660100 53324	UNIFORMS	6923	
MOFFETT	266.65	01662700 53324	UNIFORMS	7187	
MOFFETT- BELT	108.90	01662700 53324	UNIFORMS	6915	
MORALES	159.85	01662600 53324	UNIFORMS	7204	
NEWSHAM- PANTS	36.95	01662600 53324	UNIFORMS	7394	
NICKLES	137.80	01662400 53324	UNIFORMS	7237	
ORR	235.60	01660100 53324	UNIFORMS	7184	
P. KONIOR	191.75	01662700 53324	UNIFORMS	7232	
PANOS	181.80	01662700 53324	UNIFORMS	7208	
PANOS-PANTS, EMBR	102.80	01662700 53324	UNIFORMS	7743	
PASKEVICZ- SUMMER	137.80	01662700 53324	UNIFORMS	7210	
PASKEVICZ- WINTER	179.70	01662700 53324	UNIFORMS	7173	
PECE	237.25	01664700 53324	UNIFORMS	7190	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
PETRAGALLO	195.75	01662700 53324	UNIFORMS	7202	
PLACKETT	191.75	01662300 53324	UNIFORMS	7217	
PLUMB	191.75	01662700 53324	UNIFORMS	7235	
QUINN	77.40	01662400 53324	UNIFORMS	7205	
RAINCOATS	343.80	01662700 53324	UNIFORMS	6180	
RANWEILER	210.75	01664700 53324	UNIFORMS	7216	
ROE	521.35	01662700 53324	UNIFORMS	5835	
ROE NAME PLATE	8.95	01662700 53324	UNIFORMS	7306	
RUDELICH- SHOES	46.95	01664700 53324	UNIFORMS	7199	
SAILER	254.65	01660100 53324	UNIFORMS	7178	
SCHNEIDER	137.80	01664700 53324	UNIFORMS	7215	
SCHNEIDER-BELT	108.90	01664700 53324	UNIFORMS	7449	
STAFIEJ	137.80	01662700 53324	UNIFORMS	7229	
TAX	137.80	01664700 53324	UNIFORMS	7236	
WELLS	137.80	01664700 53324	UNIFORMS	7224	
WELLS-CUFF CASE	33.95	01664700 53324	UNIFORMS	7451	
WHITE- POLO SHIRTS	63.90	01662700 53324	UNIFORMS	7220	
ZALAK	137.80	01662700 53324	UNIFORMS	7212	
ZALAK-BELT	108.90	01662700 53324	UNIFORMS	6916	
ZOCHERT	209.70	01662700 53324	UNIFORMS	7392	
ZOCHERT-BELT	108.90	01662700 53324	UNIFORMS	6927	
	<u>17,252.15</u>				
RED WING SHOE STORE					
M KRAUSER SHOES	100.00	04201600 53324	UNIFORMS	00123032223	
	<u>100.00</u>				
RESOURCE UTILITY SUPPLY CO					
CURB BX REP LIDS+EXT	363.72	04201600 53317	OPERATING SUPPLIES	061039	
	<u>363.72</u>				
RESTAURANT-MASTERCARD					
BIKE RODEO PIZZA	100.00	01664764 53325	COMMUNITY RELATIONS	055376	
LUNCH	2.68	01670100 53314	OFFICE SUPPLIES	5/28/09	
PC INTERVIEWS	30.85	01530000 52222	MEETINGS	06/08/09	
WHEELS OF JUSTICE	43.16	01664774 53325	COMMUNITY RELATIONS	377105	
	<u>176.69</u>				
RESTOCKIT					
PURELL SANITIZER	64.51	01660100 53317	OPERATING SUPPLIES	24318972	
	<u>64.51</u>				
RHINO LININGS OF DUPAGE					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
#307 NEW VEHICLE PROT	399.00	01696200 53353	OUTSOURCING SERVICES	15203	
	<u>399.00</u>				
RICHARD CHRYSLER JEEP DODGE					
#649 SENSOR PKG	52.99	01696200 53354	PARTS PURCHASED	153591CHW	
	<u>52.99</u>				
RIVIERA FINANCE					
WELL #3 REPAIR (PAS)	1,656.65	04201600 52244	MAINTENANCE & REPAIR	62339	
	<u>1,656.65</u>				
ROAD FABRICS					
12"BAND,PIPE,FLARE EN	691.29	01670600 53317	OPERATING SUPPLIES	RFI01803	
2 COLLARS-DORIS AVE R	21.84	01670600 53317	OPERATING SUPPLIES	000001	
BANDS,PIPES,FLARED	1,312.82	01670600 53317	OPERATING SUPPLIES	090146	
	<u>2,025.95</u>				
SCHWEPPE & SONS INC					
LIQUID SOAP	62.29	01680000 53319	MAINTENANCE SUPPLIES	949406	
	<u>62.29</u>				
SEARS HARDWARE					
A OLSEN BOOTS	74.99	01696200 53324	UNIFORMS	011725238354	
A OLSEN RETURN CREDIT	-100.00	01696200 53324	UNIFORMS	011725238353	
A OLSEN SHOES	100.00	01696200 53324	UNIFORMS	011725131960	
B WICK JEANS	131.94	01670300 53324	UNIFORMS	011725238400	
BAHRAINI JEANS	164.96	01621300 53324	UNIFORMS	011725249118	
BATTERY CAR CHARGER	64.99	01662700 53317	OPERATING SUPPLIES	011725318238	
CLOTH ALLOW - GARZA	24.99	01664700 53324	UNIFORMS	011725248580	
COMPRESSOR-BREAK TK	299.99	04201600 53350	SMALL EQUIPMENT EXPENSE	078809004575	
D MYERS SHOES	100.00	01696200 53324	UNIFORMS	011725131903	
D NEWLIN SHOES	100.00	01696200 53324	UNIFORMS	011725131904	
F GIUNTI BOOTS	79.99	01670400 53324	UNIFORMS	011725238377	
G HAVLICK BOOTS	84.99	01670400 53324	UNIFORMS	011725283867	
G HAVLICK JEANS	131.94	01670400 53324	UNIFORMS	011725238365	
K PAGLIA JEANS	139.96	01670400 53324	UNIFORMS	011725238392	
K PAGLIA RTND JEANS	-69.98	01670400 53324	UNIFORMS	011725248070	
M KRAUSER JEANS	124.95	04201600 53324	UNIFORMS	011725238368	
R STRIKE WORK BOOTS	100.00	04201600 53324	UNIFORMS	011725239171	
SHOES - J PAVELKA	59.99	01670400 53324	UNIFORMS	011725231487	
	<u>1,613.70</u>				
SERVICE COMPONENTS INC					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
WASHERS,SCREWS,ORINGS	217.09	01696200 53354	PARTS PURCHASED	72597	
	<u>217.09</u>				
SEYFARTH SHAW LLP					
LEGAL SERVICES 5/12 THRU 6/11	8,436.25	01570000 52238	LEGAL FEES	1612986	
	<u>8,436.25</u>				
SIGN A RAMA					
SIGN	40.00	01670300 53344	STREET SIGNS	32669	
	<u>40.00</u>				
SIGNS NOW					
MAGNET FOR CHACON	20.00	01662400 53317	OPERATING SUPPLIES	SN19536566	
	<u>20.00</u>				
SIUE					
ERTC COURSE - MATT YORK	85.00	04200100 52223	TRAINING	ERTC#104	
	<u>85.00</u>				
SONNTAG REPORTING SERVICE LTD					
HEARINGTRANSCRIPT SER	538.25	01570000 52238	LEGAL FEES	75853	
HEARINGTRANSCRIPT SER	868.25	01570000 52238	LEGAL FEES	75630	
	<u>1,406.50</u>				
SPECTRUM BAGS					
4 DAY TRASH BAGS	216.82	01680000 53381	TC MAINTENANCE & SUPPLIES	7378	
	<u>216.82</u>				
SPORTS AUTHORITY					
CLOTHING ALLOW-B PECE	49.97	01664700 53324	UNIFORMS	697533	
	<u>49.97</u>				
STAN HELGERSON					
REIMBURSEMENT FOR TRAVEL SEA	358.70	01610100 52223	TRAINING	IGFOA 6/26-7/1	
	<u>358.70</u>				
STEINER ELECTRIC COMPANY					
W VERT FLR LMPHLDER	9.75	01670300 53317	OPERATING SUPPLIES	S00292208502	
	<u>9.75</u>				
STEPP EQUIPMENT COMPANY					
GASKET SEAL PER FOOT	41.79	01696200 53354	PARTS PURCHASED	279360	
SPRING, FLAP, FRT	230.44	01696200 53354	PARTS PURCHASED	279953	
	<u>272.23</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
SUNRISE CHEVROLET					
CAP HUB	204.68	01696200 53354	PARTS PURCHASED	709042	
COIL KIT FOR #200	194.14	01696200 53354	PARTS PURCHASED	708921	
SHAFT FOR #400	90.14	01696200 53354	PARTS PURCHASED	708991	
	<u>488.96</u>				
THE FECHHEIMER BROTHERS					
LOVERDE PANTS	63.98	01662700 53324	UNIFORMS	348729	
	<u>63.98</u>				
THE UPS STORE					
POSTAGE-RETURN PAGERS	10.43	04201600 52229	POSTAGE	14723888334	
SHIPPING CHARGES	7.17	04101200 52229	POSTAGE	372861388863	
	<u>17.60</u>				
THIRD MILLENIUM ASSOCIATES INCORPORATEE					
INTERNET E PAY MINIMUM MONTHL	225.00	04103100 52221	UTILITY BILL PROCESSING	11796	20100011
INTERNET E PAY MINIMUM MONTHL	225.00	04203100 52221	UTILITY BILL PROCESSING	11796	20100011
MTC AGR FOR JUNE WATER BILLING	588.64	01750000 52291	MISC EVENTS/ACTIVITIES	11795	20100012
MTC AGR FOR JUNE WATER BILLING	1,378.12	04103100 52221	UTILITY BILL PROCESSING	11795	20100012
MTC AGR FOR JUNE WATER BILLING	1,378.13	04203100 52221	UTILITY BILL PROCESSING	11795	20100012
	<u>3,794.89</u>				
THOMAS F HOWARD JR					
LEGAL SERV'S FOR 5/31 THRU 6/30	8,966.25	01570000 52312	PROSECUTION DUI	157	
	<u>8,966.25</u>				
THOMAS MILLER					
LUNCHES DURING TRAINING 6/29 TH	140.00	01660100 52223	TRAINING	TRAINING REIMB	
	<u>140.00</u>				
THOMAS PUMP CO					
REPAIR TC FOUNTAIN	1,950.00	01680000 52219	TC MAINTENANCE	R8044	
	<u>1,950.00</u>				
THOMSON WEST					
LAW MANUALS I L C S	189.00	01580000 53315	PRINTED MATERIALS	818562681	
LAW MANUALS I L C S	189.00	01662700 53318	REFERENCE MATERIALS	818562681	
	<u>378.00</u>				
TIC TANK INDUSTRY CONSTULTANTS					
CELL TOWER ANTENNA REVIEW AN	512.80	01643700 52253	CONSULTANT	23902	20100020
	<u>512.80</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TITAN SUPPLY INC					
MAINT SUPPLIES	19.70	01680000 53320	JANITORIAL SUPPLIES	3049	
MAINT SUPPLIES	63.40	01680000 53320	JANITORIAL SUPPLIES	3045	
TOWELS	49.40	01680000 53320	JANITORIAL SUPPLIES	3047	
	<u>132.50</u>				
TLC GROUP LIMITED					
LAWN SERVICE	7,985.02	01670400 52272	PROPERTY MAINTENANCE(NPDI 24931		
MAY MOWING	4,951.44	01670400 52272	PROPERTY MAINTENANCE(NPDI 25059		20100037
	<u>12,936.46</u>				
TOOLS UNLIMITED					
PROT LEN,DUST BAG,NOZ	399.00	01696200 53317	OPERATING SUPPLIES	710490	
SM EQUIPMENT	329.00	01696200 53350	SMALL EQUIPMENT EXPENSE	710660	
TOOLS	186.00	01696200 53316	TOOLS	710660	
	<u>914.00</u>				
TOYS R US					
BIKE RODEO	24.99	01664764 53325	COMMUNITY RELATIONS	23347	
	<u>24.99</u>				
TRANS UNION LLC					
INVESTIGATION FUND 5/26-6/25	62.03	01662400 53330	INVESTIGATION FUND	06901143	
	<u>62.03</u>				
U S MAIL SUPPLY INC					
STORAGE BOXES	570.00	01650100 53317	OPERATING SUPPLIES	27281	
	<u>570.00</u>				
ULINE SHIPPING SUPPLY SPECIALISTS					
TRASH BAG BANDS	72.95	01680000 53381	TC MAINTENANCE & SUPPLIES	27917563	
	<u>72.95</u>				
UNIFIRST CORPORATION					
5/26 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	547551	
5/26 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	547551	
5/26 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	547551	
5/26 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	547551	
5/26 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	547551	
6/16 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	551308	
6/16 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	551308	
6/16 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	551308	
6/16 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	551308	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
6/16 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	551308	
6/2 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	548811	
6/2 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	548811	
6/2 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	548811	
6/2 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	548811	
6/2 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	548811	
6/9 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	550057	
6/9 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	550057	
6/9 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	550057	
6/9 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	550057	
6/9 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	550057	
	<u>834.72</u>				
VALLEY HYDRAULIC SERVICE INC					
MALE HEX UNION	20.64	01696200 53354	PARTS PURCHASED	136603	
	<u>20.64</u>				
VERIZON WIRELESS					
2 CARD APR 14- MAY 13	85.98	01664700 52230	TELEPHONE	2012789229	
20 CARD APR14-MAY 13	859.80	01662700 52230	TELEPHONE	2012789229	
3 CARD APR 14-MAY 13	128.97	01662300 52230	TELEPHONE	2012789229	
5 CARD APR 14- MAY 13	214.95	01660100 52230	TELEPHONE	2012789229	
FEE APR14- MAY 13	0.60	01660100 52230	TELEPHONE	2012789229	
	<u>1,290.30</u>				
VIGILANTE MARKETING					
FESTIVAL SPONSERSHIP W/BATHFI	75.00	01750000 52287	SUMMER IN THE CENTER	COMMISSION FEE	
	<u>75.00</u>				
VILLA PARK ELECTRICAL SUPPLY CO INC					
BREAKER FOR TOWN CENT	10.80	01680000 53381	TC MAINTENANCE & SUPPLIES	01719649	
TD FUSE 30AMP	39.30	01670300 53317	OPERATING SUPPLIES	01720941	
TOWN CENTE ELECTRICAL	661.97	01680000 53381	TC MAINTENANCE & SUPPLIES	01719900	
	<u>712.07</u>				
VILLAGE OF CAROL STREAM - CASH					
FOUNTAIN WTR SRV 5/4 THRU 06/16	261.77	01680000 52277	HEATING GAS	00173818	
	<u>261.77</u>				
VILLAGE OF VERNON HILLS					
VLG'S SHARE-STREAMLINE SALES T	2,560.29	01570000 52238	LEGAL FEES	STRMLN SALES TAX	
	<u>2,560.29</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
VILLAGE OF WESTMONT					
SUPERVISORSCH.COOPER	945.00	01662700 52223	TRAINING	AUG 17-28	
	<u>945.00</u>				
WAL MART					
BIKE RODEO	6.79	01664764 53325	COMMUNITY RELATIONS	07598	
N TECHTER JEANS	136.50	01670400 53324	UNIFORMS	1553/4352/93	
	<u>143.29</u>				
WE GROW DREAMS					
FLOWERS	17.50	01680000 53319	MAINTENANCE SUPPLIES	09-00351A	
FLOWERS	525.00	01680000 53319	MAINTENANCE SUPPLIES	0900351	
	<u>542.50</u>				
XEROX CAPITAL SERVICES LLC					
LEASE MAY 09	2,570.53	01650100 52231	COPY EXPENSE	040730371	20100038
MONTHLY RENTAL-MAY	26.25	01650100 53317	OPERATING SUPPLIES	0407300350	
	<u>2,596.78</u>				
ZBATTERY.COM INC					
AA/AAA BAT RESTOCK	56.21	01662757 53317	OPERATING SUPPLIES	S210041	
	<u>56.21</u>				
ZIEBELL WATER SERVICE PRODUCTS INC					
1-1/4" REPAIR LID	451.56	04201600 53317	OPERATING SUPPLIES	204879-000	
	<u>451.56</u>				
ZIEGLERS ACE HARWARE					
KEY-LAPORTE DESK	2.29	01662400 53317	OPERATING SUPPLIES	E92299	
KEYS-COMMAND VEHICLE	16.03	01560000 53317	OPERATING SUPPLIES	E93010	
MAINT SUPPLIES	2.58	01680000 53319	MAINTENANCE SUPPLIES	E90157	
SGT OFFICE KEYS	24.64	01662700 53317	OPERATING SUPPLIES	E87023	
TWN CTR SUPPLIES	3.88	01680000 53381	TC MAINTENANCE & SUPPLIES	E90465	
	<u>49.42</u>				
	<u><u>945,266.74</u></u>				

The preceding list of bills payable totaling \$ 945,266.74 was reviewed and approved for payment.

Approved by:



Joseph E Breinig – Village Manager

Date: 7/17/09

Authorized by:

Frank Saverino Sr. - Mayor

Beth Melody – Village Clerk

Date: _____

AGENDA ITEM

K-27-20-09

ADDENDUM WARRANTS July 7, 2009 thru July 20, 2009

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll June 29, 2009 - July 12 2009	504,456.65
Water & Sewer	A C H	Charter One Bank	Payroll June 29, 2009 - July 12 2009	37,062.97
General	A C H	Ill Funds	I P B C for June 2009	179,494.99
Water & Sewer	A C H	Ill Funds	I P B C for June 2009	<u>14,903.14</u>
				<u>735,917.75</u>

Approved this _____ day of _____, 2009

By: _____

Frank Saverino, Sr. - Mayor

Beth Melody, Village Clerk

VILLAGE OF CAROL STREAM **AGENDA ITEM**
REVENUE / EXPENDITURE STATEMENT **L-4 7-20-09**
FOR 2 MONTH ENDED JUNE 30, 2009

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	23,738,638	2,532,928.04	4,123,656.25	23,738,639	1,425,598.13	2,943,689.05	1,107,329.91
WATER & SEWER O/M	10,944,919	693,305.00	1,184,360.68	10,217,751	434,797.87	822,007.36	258,507.13
MOTOR FUEL TAX	1,581,180	114,717.92	196,199.29	1,552,595	6,458.05	6,458.05	108,259.87
GENERAL CORPORATE - CIP	4,945,000	22,308.11	82,840.63	4,915,000	148,551.61	148,651.61	(126,243.50)
GENEVA CROSSING - TIF	595,106	254,735.00	254,908.99	375,373	82,686.25	82,686.25	172,048.75
TOTAL	41,804,843.00	3,617,994.07	5,841,965.84	40,799,358.00	2,098,091.91	4,003,492.32	1,519,902.16

FISCAL BASIS

EARNED/MONTH		EARNED/YEAR-TO-DATE		
FY 08	FY 09	FY 08	FY 09	COLLECTIONS

SALES TAX	527,793.28	475,658.87	5,730,087.95	5,380,914.80	MAR 2009
HOME RULE SALES TAX	179,725.68	167,069.72	2,018,240.43	1,879,754.07	MAR 2009
UTILITY TAX - COM ED	135,069.23	132,825.65	135,069.23	132,825.65	MAY 2009
UTILITY TAX - TELECOM.	167,865.03	145,151.41	1,766,819.22	1,705,805.63	MAR 2009
USE TAX - NATURAL GAS	37,535.13	29,337.71	37,535.13	29,337.71	MAY 2009
INCOME TAX (1)	620,396.28	496,175.34	3,498,160.32	2,939,630.03	MAR 2009

BILLINGS/MONTH		BILLINGS/YEAR-TO-DATE	
FY 09	FY 10	FY 09	FY 10

WATER	383,347.88	404,403.14	661,643.92	674,296.36
SEWER	260,932.31	244,212.68	440,615.97	414,006.68

CASH RECEIPTS/MONTH		CASH RECEIPTS/YEAR-TO-DATE	
FY 09	FY 10	FY 09	FY 10

WATER & SEWER	435,331.25	464,821.89	912,792.26	896,415.49
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The Village is on an accrual basis of accounting and financial reporting. This report is for ease of understanding, on a cash basis, which recognizes revenues when collected and expenditures when made.

(1) - The "lag" for payment from the State has increased from 90 days to 120 days.

**VILLAGE OF CAROL STREAM
BALANCE SHEET**

JUNE 2009

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	1,061,593.95	17,455,197.02	6,136,603.95	24,653,394.92	2,616,492.67	22,036,902.25	24,653,394.92
WATER & SEWER	1,475,265.29	15,504,815.00	43,342,988.54	60,323,068.83	6,681,391.44	53,641,677.39	60,323,068.83
MOTOR FUEL TAX	431,398.96	1,624,042.87	85,488.00	2,140,929.83	30,856.24	2,110,073.59	2,140,929.83
GENERAL CORPORATE - CIP		20,695,478.77	63,591.09	20,759,069.86	322,619.52	20,436,450.34	20,759,069.86
GENEVA CROSSING - TIF*	1,368,400.93	0.00	73,137.77	1,441,538.70	0.00	1,441,538.70	1,441,538.70
TOTAL	4,336,659.13	55,279,533.66	49,701,809.35	109,318,002.14	9,651,359.87	99,666,642.27	109,318,002.14

* Funds invested in Wells Fargo Bank money market fund.