

# Village of Carol Stream

## BOARD MEETING

### AGENDA

NOVEMBER 16, 2009

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

**A. ROLL CALL AND PLEDGE OF ALLEGIANCE:** Presentation of colors by Cub Scout Pack 190-Den 3.

**B. MINUTES:**

1. Approval of the Minutes of the November 2, 2009 Meeting.

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

1. Resolution No. 2441, Commending Frank Giunti Upon His Retirement From The Village of Carol Stream Public Works Department.
2. Resolution No. 2442, In Support of the Successful Sustainability Initiatives of the Carol Stream Regional Postal Facility.
3. Proclamation presented by Senators Carole Pankau and John Millner recognizing the Village of Carol Stream's 50<sup>th</sup> Anniversary.
4. Recognition of 50<sup>th</sup> Anniversary by Congressman Peter Roskam.
5. Historical Recollection Series – Former Village President Janice Gerzevske.

**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:
  - a. #09259 - James Kosac – 1098 Spring Valley Drive  
*Variation – Zoning Code*  
**RECOMMENDED DENIAL (4-3).**  
*Request for zoning approval to allow a shed in a residential corner side yard.*
  - b. #09293 – Hart & Cooley, Inc., 815 Kimberly Drive  
*Special Use – Outdoor Activities and Operations*  
**RECOMMENDED APPROVAL SUBJECT TO CONDITIONS (7-0).**  
*Zoning approval for two outdoor storage tanks.*

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- c. #09294 – Auto Showcase – 106 N. Schmale Road  
*Variation – Sign Code*  
**CONTINUED TO DECEMBER 14, 2009 MEETING (7-0).**  
*Request for extension of the deadline to meet the conditions of approval for Sign Code variations granted in April 2009.*  
**For information only. No Village Board action required,**
- d. #09295 – G & S Expedited Freight Ltd., 445-449 Randy Road  
*Special Use – Outdoor Activities and Operations*  
**CONTINUED TO DECEMBER 14, 2009 MEETING (7-0).**  
*Zoning approval for outdoor truck storage.*  
**For information only. No Village Board action required,**
- e. #09007 – Flip Flops Tiki Bar & Grill, 1022 Fountainview Drive  
*Gary Avenue Corridor Review*  
**APPROVED SUBJECT TO CONDITIONS (6-1).**  
**For information only. No Village Board action required.**
- f. #09300 – Mr. Car Wash, 848 Army Trail Road.  
*Minor Modification to an Approved PUD Plan*  
**APPROVED SUBJECT TO CONDITIONS (7-0).**  
**For information only. No Village Board action required.**

#### **F. OLD BUSINESS:**

1. Ordinance No. \_\_\_\_\_, Levying Taxes for General and Special Corporate Purposes for the Current Fiscal Year Commencing on the First Day of May 2009 and Ending on the Thirtieth Day of April 2010 for the Village of Carol Stream, DuPage County, Illinois.  
*2009 Property Tax Levy for the Carol Stream Library in the amount of \$3,408,223.00.*

#### **G. STAFF REPORTS & RECOMMENDATIONS:**

1. Red Light Adjudicator.  
*Recommendation to renew the agreement with John Fiotti for adjudicator services for the red light camera enforcement program.*
2. Rental Property Licensing Program – Public Informational Meeting Report.

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*Request for Village Board direction on the proposed Rental Property Licensing Program. **This item should not be placed on the Consent Agenda).***

3. Award of Contract – Telecommunications Service Provider (PRIME Circuits).  
*This is a recommendation to renew the land line telephone service to Call One.*

#### **H. ORDINANCES:**

1. Ordinance No. \_\_\_\_\_, Granting a Special Use for Outdoor Activities and Operations (815 Kimberly Drive). See E1b.
2. Ordinance No. \_\_\_\_\_, Amending Section 10-5-10 of the Village Code (Real Estate Transfer Tax).  
*Definitional clarification that will make the administration of the Real Estate Transfer Tax Ordinance more understandable.*
3. Ordinance No. \_\_\_\_\_, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class A Liquor Licenses from 8 to 9 (Jade Infused, 1021 Fountain View Drive).
4. Ordinance No. \_\_\_\_\_, Amending the Annual Budget for the Village of Carol Stream for the Year Commencing May 1, 2009 and Ending April 30, 2010.  
*Budget Amendment #2 amending the Water and Sewer budget to incorporate of \$152,000 construction project that was previously approved by the Village Board.*
5. Ordinance No. \_\_\_\_\_, Amending Chapter 11, Article 2 of the Carol Stream Code of Ordinances by Increasing the Number of Class C Liquor Licenses from 18 to 19 (MO Liquor, 1356 Army Trail Road).

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

1. Resolution No. \_\_\_\_\_, Declaring Surplus Property Owned by the Village of Carol Stream. *This is a request by the Police Department declaring surplus equipment for disposal by trade-in and auction.*
2. Resolution No. \_\_\_\_\_, Authorizing the Execution of an Intergovernmental Agreement by and Between the Village of Carol Stream

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and Glenbard Township High School District No. 87 Providing for a School Liaison Officer and Authorizing the Development of Guidelines for Reciprocal Reporting.

3. Resolution No. \_\_\_\_\_, Authorizing the Execution of an Intergovernmental Agreement Establishing the Northern Illinois Municipal Natural Gas Franchise Consortium.  
*This agreement will allow the village of Carol Stream to negotiate a new natural gas franchise agreement as part of the consortium.*

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

#### **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 October 31, 2009.

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

1. Collective Negotiating Matters.
2. Sale or Lease of Real Property.

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

**LAST ORDINANCE: 2009-10-60**

**LAST RESOLUTION: 2440**

**NEXT ORDINANCE: 2009-11-61**

**NEXT RESOLUTION: 2441**

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

**November 2, 2009**

Mayor Frank Saverino, Sr. called the Regular Meeting of the Board of Trustees to order and directed Village Clerk Beth Melody to call the roll.

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

**MINUTES:**

Trustee Fenner moved and Trustee McCarthy made the second to approve the Minutes of the Meeting of October 19, 2009 as presented. The results of the roll call vote were:

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

**AUDIENCE PARTICIPATION AND PUBLIC HEARINGS:**

**Resolution No. 2439, Honoring John S. Glos upon his retirement** from the Village of Carol Stream Police Department was read by Mayor Frank Saverino, who then presented Sgt. Gloss with a plaque of the resolution and congratulated him on his retirement. Everyone present gave a standing ovation. Sgt. Glos thanked the Mayor and the Board for their support during his career and the members of the force that had his back at all times. He gave a special thanks to his wife and his family. Trustee Schwarze moved to adopt the resolution and Trustee Fenner made the second. The results of the roll call vote were:

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

**Public Hearing: Proposed Property Tax Increase for the Village of Carol Stream, DuPage County, Illinois:**

Trustee Manzzullo moved and Trustee Fenner made the second to open the public hearing. The results of the roll call vote were:

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

In response to Mayor Saverino's call for comments, Michael Wade read his response to Reasons to Vote down the Library Tax Increase (attached to the Minutes of the November 2, 2009 meeting). Dave Durango, 599 Woodcrest Court presented 104 signatures of petitioners against the Library Tax Increase (they were not left with the

Clerk’s Office) and gave a statement of his reasons that there should not be a tax increase.

Trustee Fenner commented that this Board does not have the power to deny this budget and by State Law it must approve the budget. The only control that the Board would have is if the budget increase exceeds the tax cap, then the Village can deny giving them what amount exceeds the tax cap. Trustee Fenner said that at this point in time, no one is able to provide what the tax cap numbers will be and therefore we cannot, by law, address any of the public’s arguments or concerns.

Mr. Diamond said that this hearing is being held pursuant to a published notice in the newspaper, which indicated that the Library has requested a tax amount of \$3,456,550.00, which is an increase of 1.015% over the previous year. Under the laws of this State for some period of time, in the form of government that we have, the Village has only the ability to review these numbers in regard to the issue of the tax cap.

Trustee McCarthy asked what would happen if the Board does not pass the levy and Mr. Diamond responded that if it is not passed, then the Village would be sued. The municipality would then be responsible for the amount of money that it refused to levy.

Trustee Gieser asked what the procedure would be if the Library was on its own and Mr. Diamond said that if this were a Library District, rather than a Library Board, the Village would never see this document. The Library District would have the ability to levy and none of the issues would come before the Village Board. Mr. Diamond added that the Library Board of Trustees would have the independent power to set the levy and could also go to referendum without coming to the Village.

Mayor Saverino noted that several months ago, the Village tried to remove itself from this process by asking the Library Board to become a Library District and it did not come to pass. Mayor Saverino said that he wants to make it clear that the Village is not levying the tax; it is the Library Board and also the Fire District, the Park District, not the Village.

Trustee McCarthy moved and Trustee Fenner made the second to close the public hearing. The results of the roll call vote were:

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

**HISTORICAL RECOLLECTION SERIES:**

Carol Ellermeier, a long time resident who has been very active in many facets of early Village life gave her recollections of the early days of the Park District and the Schools and life in general in the 1970’s.

**CONSENT AGENDA:**

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

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

Trustee McCarthy moved and Trustee Fenner 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, Schwarze, McCarthy, Gieser & Fenner
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Nays: 0  
Absent: 1 Trustee Weiss

1. Tubeway Drive storm Water Lift Station – amendment to contract
2. Received: Annual Comprehensive Financial Report – 4/30/2009
3. Resolution 2440: Declare Surplus Property – seized vehicles
4. Regular Bills, Addendum Warrant of Bills

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

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

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

**Tubeway Drive storm Water Lift Station – amendment to contract:**

The Board approved Amendment #2 to the existing Baxter & Woodman Engineering Service, of Crystal Lake, IL to provide additional consulting engineering services. The amendment provides \$3,000 for the bidding phase and provides a not-to-exceed amount of \$37,000 for part time engineering construction services.

**Resolution 2440: Declare Surplus Property – seized vehicles:**

The Board adopted Resolution 2440, 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 \$464,065.20. The Board approved the payment of the Addendum Warrant of Bills in the amount of \$704,677.20.

**REGULAR MEETING:**

**Ordinance Levying Taxes for General and Special Corporate Purposes for the Current Fiscal Year Commencing on the First Day of May 2009 and Ending on the Thirtieth Day of April 2010 for the Village of Carol Stream, DuPage County, Illinois:**

Trustee Gieser said that it has not been made clear that the proposed levy is under the tax cap, is that a fact and Finance Director Stan Helgerson said that at this point the new growth figures so there is no way to determine if this is under the tax cap. Village Manager Breinig added that only taxing bodies that have a property tax levy have to spend a lot of time trying to handicap the new growth, so there would be no reason for the Village to do that. He also said that it is possible that the tax cap will not be known until the taxes are extended in the spring when the final levies are done. Trustee Gieser then commented that this could be exceeding the tax cap without even knowing it. Mr. Breinig said that if the Board would like to table this, staff could try to work with the County Clerk’s Office to see how and when that information will become known.

Mr. Diamond noted that this ordinance does not have to be passed until December so there is some time to look into it. The Village has an obligation to do, if they think that this number may not be appropriate, is to make some reasonable estimate as to what

the dollar amount would be that would be the obligation of the Village to adopt to make it consistent with the tax cap. The Library could provide additional information if they wish to. Trustee Gieser said that tabling this to another meeting would be appropriate and Mr. Diamond said that legally that would not be a problem.

Trustee Manzullo said that he agrees with Trustee Gieser in tabling this matter in order to get more information. Trustee Manzullo said that he thinks that it is prudent to take time to define this as closely as possible before signing. Mr. Breinig said that non-Home Rule municipal government never knows exactly what these numbers will be. The amount can only be estimated at this time of the year. Trustee Manzullo asked if there is a way to put into the approval a "Not to Exceed" number for the tax cap. Mr. Breinig said that he would like to talk to the DuPage County Clerk's office to see what kind of information that they can get to us, and come back to the Board with whatever that information is.

Mayor Saverino said that there have been a Library Trustee and a resident that have said that they do not feel that a levy is necessary for the running of the Library because the library appears to have 16 months reserve and 3 months reserve is required.

Ann Kennedy, Library Director, said that Mr. Wade did mislead this Board in that the Annual Audit report filed with the Village shows that the reserves are 10 months. She said that some of the reserves are being used to change the Library to make the space more useable for the residents that use it.

Trustee Tom Ahrens of the Library Board commented that the Library wants to sure that the Village is receiving the most accurate information available. Mr. Breinig said that the Village is not the taxing body and any other taxing body can do these calculations. Mr. Ahrens said that the \$51,000 levy is not an insignificant number, but in perspective, he refuted Mr. Wade's report where he stated that no Trustees were addressing the financial plight of the Village and its residents. That is not true and the levy does not have any bearing on use of funds for reconstruction of the building.

Ms. Kennedy said that the new growth numbers for Carol Stream from the previous year, 2008, even with the complete halt of new construction, the growth number .2%.

Trustee McCarthy commented that the Board is not here to baby sit the Library Board. There was a Public Hearing 25 minutes ago and he asked why these comments not brought up at that time. The time and place for these comments was at the public hearing, not before the vote is to taken.

Trustee Gieser said that his comments had nothing to do with Mr. Wade's comments. Many of the comments have been brought up many times in the past and that this is the Library's levy, not the Villages. He said that he is perplexed that the Board has to do this every year when the Library could become its own independent board. Trustee Gieser said that he hopes at some future time that the separation is seriously considered by the Library Board. He said that he a proponent as well as big user of the Library and said that the Library should not have come "hat in hand" to the Board for approval of their levy by the Board. Trustee Gieser said if it takes two weeks to get the information he needs, then so be it.

Trustee Fenner said that in reality, the Board must do their due diligence to make sure that the Library's Levy does not exceed the tax cap. She said that the matter should be tabled until that information is forthcoming and it fit into those parameters.

Trustee Gieser moved and Trustee McCarthy made the second to continue this matter to the meeting of November 16, 2009.

. The results of the roll call vote were:



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

**REPORT OF OFFICERS:**

Trustee Schwarze congratulated Sgt. Glos on his retirement. He thanked Trustee Wade and Mr. Durango for their comments on the Library Levy. He reminded everyone to fill out their census reports when they are delivered and he thanked Carol Ellermeier for her Historical Recollection and ended with Shop Carol Stream.

Trustee Gieser reminded everyone that Managers Roundtable for the Historical Recollection will be held on Wednesday, November 10<sup>th</sup> here in the Board Room. He explained that original stone at Thunderbird Trail for Veteran's Park has now been moved to the Historical Farm House. He reminded everyone about donating for Christmas Sharing and also congratulated Sgt. Glos on his retirement.

Trustee Manzzullo thanked Sgt. Glos for his service and wished him well in his retirement. He thanked Carole Ellermeier for her recollections and he reminded everyone to thank a vet and also to pray for our troop's safe return and for their families.

Trustee McCarthy noted that the Youth Council is working on the Christmas Stockings and said that they welcome any donations. He reminded everyone to change their clocks back on Saturday night and to also change the batteries of their smoke detectors and said Go GB North football.

Trustee Fenner thanked Carole Ellermeier for her recollections and thanked Sgt. Glos for his many years of service to the Village and said that with the clocks being turned back it will be getting darker earlier so watch the kids on bikes and on foot.

Mr. Breinig reminded everyone that Christmas Sharing needs donations for the many needy members of the community. Donations can be made within the water bill; there are many locations around the Village for donations of non-perishable food.

Mayor Saverino congratulated Sgt. Glos and wished well. He thanked Carole Ellermeier for her recollections. Mayor Saverino said that at times he reads some of the blogs in the newspapers and he appreciates that Mr. Wade and Mr. Durango came before the Board with their issues about the Library tax levy and he wishes that the bloggers, who remain anonymous would come to the Listening Post with their issues and let him and Board explain just what is actually happening. He reminded residents that the Village has only two red light cameras; one at Kuhn and East bound North Avenue, without cameras for right turns, because it did not warrant it and there is one camera a West bound North Avenue at Schmale with right turn cameras. This intersection is the most dangerous and deadly intersection in the Village. He urged anyone to come to the hearings and decide if the Village is unfair to those ticketed.

Trustee McCarthy moved and Trustee Fenner made the second to move to Executive Session to discuss Collective Negotiations and to adjourn directly from that Session without taking any action. The results of the roll call vote were:

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

FOR THE BOARD OF TRUSTEES

**Regular Meeting-Plan Commission/Zoning Board of Appeals  
Gregory J. Bielawski Municipal Center, Carol Stream, DuPage County, IL**

**November 9, 2009**

***ALL MATTERS ON THE AGENDA MAY BE DISCUSSED, AMENDED AND ACTED UPON***

Chairman David Michaelson called the Regular Meeting of the Combine Plan Commission/ Zoning Board of Appeals to order at 7:30 p.m. and directed the Recording Secretary to call the roll.

Present: Commissioners David Hennessey, Timothy McNally, Frank Petella, Angelo Christopher, Ralph Smoot, Dee Spink and David Michaelson

Absent: None

Also Present: Don Bastian, Assistant Community Development Director and Wynne Progar, Recording Secretary

**MINUTES:**

Commissioner Spink moved and Commissioner Petella made the second to approve the Minutes of the Meeting of October 12, 2009 as presented. The results of the roll call vote were:

Ayes: 5 Commissioners Hennessey, McNally, Petella, Spink & Michaelson

Nays: 0

Abstain: 2 Commissioners Christopher and Smoot

**PUBLIC HEARING:**

**# 09259: James Kosca – 1098 Spring Valley Drive  
Variation – Zoning Code**

James and Coleen Kosca, 1098 Spring Valley Drive were sworn in as witnesses in this matter. Mr. Kosca said that they are seeking a variation to allow a shed to be built in the required side yard adjoining a street (corner side yard). He explained that are many spots to put a shed that would not create another problem. If the shed were to be placed where the staff recommends, it would cut the back yard in half and he and his wife would not be able to see their autistic child playing behind the shed. Mr. Kosca said that he is will to plant a tree or put in arborvitae bushes along the building line to screen the shed from the neighbors.

Mr. Bastian said that James Kosac, owner of the property at 1098 Spring Valley Drive, has filed an application for a Zoning Code variation to allow a shed to be installed in the required side yard adjoining the street (corner side yard). The shed is proposed to be set back approximately six feet from the corner side property line adjacent to Spring Valley Drive. Sheds are not allowed to be located in either the required or actual corner side yard. With the home on the property being set back 25.3 feet from the corner side property line, the minimum shed setback from the corner side property line is also 25.3 feet. To allow the shed to be built in the proposed location, Mr. Kosac is seeking a variation from §16-12-2(B)(19) of the Zoning Code, which only allows sheds to be placed in interior side and rear yards.

The Kosca, who have owned the property at 1098 Spring Valley Drive since December of 2005, wish to install a shed to create additional storage space on their property. In their cover letter, Mr. and Mrs. Kosac indicate that there are several constraints that restrict the

placement of a shed on the property, including the limited depth of the rear yard, the 10 foot wide utility easement along the rear property line, a mature maple tree that they do not wish to remove, and an existing deck. Mr. Kosac has provided several photographs of the property (attached) that depict the existing conditions of the yard.

For the record, attached to this report is a letter from the owners of a nearby property in which they express concern about the impact of the shed, installed at the proposed location, on property values in the immediate area. These property owners believe that the Zoning Code provisions that prohibit sheds from being installed in required and actual corner side yards are appropriate, due to the "less than desirable" appearance of sheds when they are clearly visible from the street.

#### **Zoning Code Variation – Shed in a Required Corner Side Yard**

As indicated, the Zoning Code does not allow sheds to be placed in a required corner side yard. In fact, most accessory structures other than fences are prohibited from being placed in corner side yards. The intent of the Zoning Code provisions that prohibit accessory structures from being placed within corner side yards are aimed at maintaining an open and uncluttered streetscape. In addition, although not the case for Mr. Kosac's property, corner side yards are often adjacent to a neighboring front yard, and the intent is to not allow structures in a corner side yard that would also not be allowed in a front yard.

In review of this request, staff has attempted to find alternative locations for a shed on the property that would not require approval of a Zoning Code variation. (Please refer to the attached "Alternate Locations Plan" prepared by staff.) Based on our observations after multiple visits to the property, we agree that there are several factors that constrain the installation of a shed. We initially suggested that a suitable location might be in the interior side yard (location 'A'), on the north side of the house, but this portion of the yard has relatively steep topography that would make the installation of a shed more difficult and costly. We also inquired as to whether the shed could be installed immediately behind the home, at the location of the existing swing set, but a shed at this location would block the living room windows. It should be noted that there is room to install the shed in the middle of the rear yard (location 'B'), immediately south of the existing deck, but a shed in this location would occupy most of the remaining open area of the rear yard.

Although there are several factors that constrain the placement of a shed on this property, staff is concerned about the visual impact of the shed and potential precedent setting nature of the request, if the variation were to be approved. As pointed out by the nearby property owners who expressed their concerns in the attached letter, there are valid reasons for the Zoning Code regulations that prohibit the installation of sheds in a corner side yard. In addition, there are at least two locations where a shed could be installed on the property that would not require a variation, including on the north side of the house ('A') and in the rear yard to the south of the deck ('B'). It is recognized that neither of these locations is preferred by the applicant, and that the location on the north side of the home would require additional expense by the property owner. However, a shed in either of these locations would not create the potential negative impacts on surrounding property owners as might the proposed location in the corner side yard.

With regard to any variation, the PC/ZBA shall not recommend a variation unless it shall make findings based upon the evidence presented to it as per §16-15-6(D) of the Zoning Code: It should be noted that the Plan Commission recently recommended approval of a variation to allow an existing shed to remain in an actual corner side yard, behind an existing fence, at 911 Somerset Drive. The key differences in that case were that the shed was to be located in an actual corner side yard and not the required corner side yard, and also that the shed was 25 feet from the corner side property line, as opposed to only six feet, as is proposed in the current case. With a 25 foot setback, the impact of the shed on the streetscape was minimal.

## **RECOMMENDATION**

In review of the criteria that must be supported to allow for the approval of a variation, staff does not believe that all of the criteria have been satisfied. As such, staff does not support the requested variation. If the Plan Commission should wish to recommend approval of the request, staff suggests that the shed be moved as far north from the corner side property line as possible. If the shed were to be installed immediately adjacent to the southeast corner of the home, as depicted by location 'C' on the Alternate Locations Plan, the shed would be far less visible within the streetscape than in the proposed location. At this location, the shed would be setback approximately 20 feet from the corner side property line as opposed to six feet as currently proposed. It is recognized that the existing fence gate may need to be relocated if the shed is installed in location 'C', but staff feels that this would not be an unreasonable burden for the property owners to lessen the impact of the shed on the surrounding area. Staff also wishes to reiterate that a shed could be built at location 'A' without the need for a variation.

There were questions or comments at the call for public hearing.

Commissioner McNally asked Mr. Bastian if he considered a smaller or at least a shorter shed design that could conceivably give more placement options. Mr. Bastian replied that staff did not consider other sizes but there are a variety of other widths and lengths shown on the drawing that could be chosen and doing so would create several different options. Commissioner McNally said that there are some topographical issues so would a smaller shed negate those issues. Mr. Bastian said that a shed with different dimensions could fit into the property with the replanting of some of the trees.

Commissioner Smoot suggested that the tall barn model selected could be changed to a shorter type of shed, Mr. Kosca said that the taller shed could have a loft to be used for additional storage and allow the garage to be used for both of the family cars.

Commissioner Spink asked if the shed will be on a cement slab and was told that it will on an aluminum frame. It will not have a permanent foundation. Commissioner Spink asked how tall the fence is and was told that it is feet tall at the peak. Other facts to consider would be that there will not be any electric power to the shed, they will use shelving to have a loft in the shed thus having two levels of storage, the color and roof will match the colors of the house.

Commissioner Hennessey said that it appears to have a good separation from the closest building and could be screened to minimize the view onto the property.

Chairman Michaelsen asked what the height of the barn will be and was told that it is 12 feet 6 inches at the pitch of the roof. He calculated that 6.5 feet of the structure will be what can be viewed over the fence outside the building line. Mr. Kosca said that he would be will to move the shed closer to the house, but location C is unacceptable due to cutting the yard in half, and not being able to see his son. Chairman Michaelsen said you have to watch children at all times and he said that he feels that option A is the best one for the petitioners to work with because even with option C, being two feet outside the building line there is still a structure 12feet 6 inches in height and that is enormous. Even is the building is reduced to 9 feet it still will extend the view over the fence. Chairman Michaelsen said that he will not vote to approve the variance for this oversized storage barn, which could well set precedence for other variances and there is plenty of room to find a different place for the storage shed.

Commissioner McNally moved to recommend denial of the request for a variance to allow a shed in a corner side yard. Commissioner Petella made the second.

Commissioner McNally said that have a shed in a side yard does not look attractive or inviting if you need a shed, you will have be more flexible than you have been and that is my reason for denial. The results of the roll call vote were:

Ayes: 3 Commissioners Hennessey, McNally and Petella

Nays: 3 Commissioners Christopher, Smoot and Spink

Chairman Michaelsen broke the tie with an Aye vote therefore denying the variance. The petitioner was reminded that this matter will be heard by the Village Board on Monday, November 16, 2009 and was advised to attend that meeting so that they can answer any questions the Board may have.

**#09293: Hart & Cooley Inc. – 815 Kimberly Drive  
Special Use – Outdoor Activities and Operations**

Michael Meinke, 815 Kimberly Drive was sworn in as a witness in this matter. He explained that the request is for a Special Use for to allow outdoor activities and operations by storing two outdoor tanks for gases used in their sheet metal welding process.

Mr. Bastian stated that During the review of a recent building permit application, the Community Development Department became aware that Hart & Cooley is planning to install two outdoor bulk storage tanks on the west side of the building at 815 Kimberly Drive. Hart & Cooley currently uses small portable storage tanks for all of their welding gas needs, but they note that purchasing the gases in small quantities is much more expensive than purchasing the gases in bulk. According to the submitted plans, Hart & Cooley would like to install a 68-inch tall liquid carbon dioxide tank (72 gallon capacity) and a 91-inch tall liquid argon tank (409 gallon capacity) on the west side of the building, between the existing trash compactor and retaining wall. The tanks, which store the carbon dioxide and argon in liquid form, act as giant thermoses, keeping the liquids cold and under pressure, although there is some gas present at the tops of the tanks. The cold and pressure combine to keep the carbon dioxide and argon in liquid form until a demand for gas is required inside the plant. When the gas is used for the welding operation the pressure drops in the tank and more liquid is converted into gas.

In review of requests for special uses for outdoor activities and operations, the Village is typically most concerned with ensuring that the activity, operation or equipment is screened from view from public streets. In the case of Hart & Cooley's request for the outdoor installation of two tanks, several factors combine to provide adequate screening of the tanks. First, the tanks will be relatively short in height, with the shorter tank proposed to be about 5.5 feet in height and the taller tank proposed to be about 7.5 feet in height. Second, the tanks will be located up against the building in a 10-foot, 8-inch wide alley between an existing concrete retaining wall and a masonry trash compactor enclosure wall. Third, the tanks would be installed approximately 200 feet from Kimberly Drive, and there is existing berming and evergreen landscaping along Kimberly Drive. Finally, the two tanks will be enclosed within a security fence. The applicant should indicate whether the fence will include screening slats, to match the slats on the existing compactor enclosure as seen in the attached photos.

Staff recommends approval of the special use to allow two tanks to be installed outdoors at 815 Kimberly Drive as shown the attached plans, subject to the following conditions:

1. That the applicant must obtain a building permit prior to the installation of the tanks;
2. That the tanks must be removed if they are no longer needed as part of the process operations taking place within the building;
3. That the tanks shall be enclosed within a security fence; and
4. That the facility must comply with all state, county, and village codes and requirements.

There were no comments or questions from those in attendance at the call for public hearing.

Commissioner Petella asked the height of the current fence of was told it is 6 feet and in answer to what is the maximum height and Mr. Bastian noted it would 7 feet without and additional variance. Commissioner Petella said that he feels that it would be better to have a fence that would hide the controls so they cannot be seen. Commissioner Petella asked if the Fire Marshall and Fire Department have signed off and was told yes.

Commissioner Spink commented that there was a cigarette disposal unit shown in the picture and asked if this was a non-smoking area. Mr. Meinke said that the gases stored there have no flammability, but it is a non-smoking area. Commissioner Spink asked if the petitioner agreed with putting slats in fencing and he said that he did not quote that, but it will be done.

Chairman Michaelsen asked how often will the tanks be filled and was told that it would be about every two weeks and that the piping will be extended to the end of brick so when the truck pulls up it will fill the tanks from those supply lines.

Commissioner Spink asked if there will bollards and was told there will not be.

Commissioner Petella moved to approve the request for a special use for outdoor activities and operations in accordance with staff recommendations, including slats in a seven foot fence. Commissioner Smoot made the second. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot Spink and Michaelsen
Nays:	0	

The petitioner was reminded that this matter will be heard by the Village Board on 11/16/09 and was advised to attend that meeting.

**#09294: Auto Showcase – 106 N. Schmale Road  
Variation Sign Code**

Mr. Bastian said that this request can be entertained by the Commission without the presence of the petitioner if they choose to or is they do not feel that they want to make a recommendation without the petitioner then the matter can be continued to the next meeting. Commissioner McNally commented that for whatever reason John Bucaro couldn't show up he would prefer to visit this case at another date. Mr. Bastian recommended that this matter be continued to December 14<sup>th</sup>. Commissioner Christopher moved and Commissioner McNally made the second to continue this matter to the meeting of December 14<sup>th</sup>. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot Spink and Michaelsen
Nays:	0	

**#09295: G & S Expedited Freight Ltd. – 445-449 Randy Road  
Special Use – Outdoor Activities and Operations**

The petitioner has requested a continuance until December 14, 2009 for more time to complete the site plan for this request. Commissioner Smoot moved and Commissioner Christopher made the second to continue this matter to the meeting of December 14, 2009. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot Spink and Michaelsen
Nays:	0	

Commissioner McNally moved and Commissioner Petella made the second to close the public hearing. The results of the roll call vote were:

Ayes: 7 Commissioners Hennessey, McNally, Petella, Christopher, Smoot  
Spink and Michaelson  
Nays: 0

**PRESENTATION:**

**#09007: Flip Flops Tiki Bar and Grill – 1022 Fountain View Drive  
Gary Avenue Corridor Review**

Robert Sabalasky, 1071 Oakwood Drive, Carol Stream was sworn in as a witness in this matter. He explained that this review is to allow for the temporary installation of a smoking shelter on property within the Gary Avenue Corridor.

Mr. Bastian reviewed this matter, saying Flip Flops Tiki Bar & Grill has installed a temporary canopy structure for use as a smoking shelter each of the past two winters. Photographs of the canopy structure that has been used are included in this packet. The Village did not disallow use of the structure during the winter of 2007/2008, as the Illinois Smoke Free Act had just become effective on January 1, 2008, and the Village wished to observe implementation of the new law. In addition, the Village was in the process of preparing Zoning Code text amendments to create specific zoning regulations for smoking shelters, which the Village Board adopted in November of 2008. A copy of the regulations are included in this packet. For smoking shelters proposed to be installed on properties within the GAC, approval through the GAC Review process is required. Flip Flops filed an application for GAC Review for the smoking shelter in January 2009, and the Village did not disallow use of the canopy as a smoking shelter during the winter of 2008/2009 while the application for GAC Review was in process.

During the formal review of Flip Flops' application for GAC Review, staffs from the Carol Stream Fire Protection District and Community Development Department determined that the 2006 International Fire Code (IFC), adopted and enforced by the Village, prohibits smoking in tents, canopies and membrane structures. The structure that has been used at Flip Flops is considered a tent, canopy, or membrane structure. This past June, the Village informed Mr. Sabalasky that based on the 2006 IFC, the canopy structure used during the past two winters could not be approved for use as a smoking shelter.

Upon learning that the IFC prohibits the use of canopies as smoking shelters, Mr. Sabalasky requested that the Village approve a local amendment to the IFC to allow canopies to be used as smoking shelters. After significant discussion and with several restrictive conditions, at their meeting on October 19, 2009, the Village Board approved an amendment to the IFC to allow a canopy to be used as a smoking shelter. It should be noted that the amendment to the IFC will **automatically expire within one year**, and so after October 31, 2010, smoking will once again be prohibited in canopies, tents and membrane structures in Carol Stream. Other key conditions in the amendment to the IFC approved by the Village Board are as follows:

- The tent, canopy or membrane structure is limited to a maximum of 120 square feet in area;
- The tent, canopy or membrane structure shall be certified as flame retardant in accordance with the standards contained in NFPA (National Fire Protection Association) 701;
- The tent, canopy or membrane structure must contain at least one portable fire extinguisher, and that the employees of the business must be trained in the use of the fire extinguisher;
- The tent, canopy or membrane structure must not contain any furniture or heating or lighting equipment; and
- The tent, canopy or membrane structure must have at least one permanently clear opening that is not less than 80 inches in height and 60 inches in width.

The applicant is aware that the amendment to the IFC will expire on October 31, 2010, and that the canopy structure he proposes to use this winter would not be able to be used once the amendment expires. The applicant has stated that he hopes to be in a position to install either a more



permanent facility for outdoor smoking or some other type of structure that would meet the IFC. The entire Fountains at Town Center development is located within the GAC, and so the Corridor regulations apply to the temporary smoking shelter that the applicant wishes to install at Flip Flops Tiki Bar & Grill. In developing the recommended zoning regulations for smoking shelters, the primary reason that staff suggested that shelters be subject to the Corridor review process was to ensure that shelters would not detract from the aesthetic character of developed properties.

The proposed smoking shelter at Flip Flops is the first one for which the Village has received an application for GAC Review. The Corridor regulations do not contain specific design standards for smoking shelters. In staff's review of the shelter, we have taken a general approach in terms of the design concepts of the GAC regulations.

#### **Site Design:**

As seen on the submitted floor plan, the temporary smoking shelter, which would measure 10 feet in width by 11.5 feet in length (115 square feet), would be located at the northwest corner of the 25 by 30.5 foot patio on the west side of the building. Since the 115 square foot shelter would be placed on the existing patio, which is otherwise closed for business during the winter months, and since the shelter would only be installed for a maximum of 180 days, staff finds that the temporary shelter would comply with Site Design provisions contained in §16-5-6.1 of the GAC regulations. The shelter would also comply with the required setbacks.

#### **Architectural Design:**

Attached to this report are color photographs of the smoking shelter used during the past two winters, and which is proposed to be installed again this season at the northwest corner of the existing patio. The shelter has a pitched roof and consists of off-white polyethylene sheet material stretched over a steel tube frame.

In consideration of the architectural design regulations, staff notes that the proposed shelter would only be allowed to be installed for a maximum of 180 days. Further, with the IFC amendment set to expire on October 31, 2010, the shelter would only be permitted to be used for the 2009/2010 winter season. Given the off-white color of the shelter, which contains no commercial advertising, staff would characterize the overall appearance of the shelter as unobtrusive. The shelter will not attract attention or detract from the overall appearance of the Fountains at Town Center commercial center. Based on the appearance of the shelter, as depicted in the photographs, and the finite, temporary duration for which the shelter would be installed, staff finds the architectural design of the shelter to be consistent with the GAC regulations.

As stated, the IFC amendment allowing the canopy structure to be used as a smoking shelter will expire on October 31, 2010. Under this schedule, the canopy structure proposed for use this winter season will not be permitted to be used in the 2010/2011 winter season. If the Plan Commission should wish to approve the GAC Review for the proposed temporary shelter, the Commission should specify whether the approval would terminate after April 30, 2010. Clearly stipulating whether the approval would terminate would avoid uncertainty in the event that the Village Board extends (or makes permanent) the local amendment to the IFC allowing canopies to be used as smoking shelters. If the local amendment was extended, and if the Plan Commission's GAC approval expired after April 30, 2010, Mr. Sabalasky would need to obtain re-approval of the GAC Review before installing the shelter again next fall. If the Plan Commission approves the GAC Review, another option would be for the approval to run with the IFC amendment.

### ***RECOMMENDATION***

Staff recommends approval of the Gary Avenue Corridor Review for the temporary smoking shelter to be installed at Flip Flops Tiki Bar and Grill, subject to the following conditions:

1. That the shelter shall be installed at the location shown on the floor plan and patio plan attached to this report;
2. That the shelter shall not exceed 120 square feet in area;
3. That the shelter shall contain no commercial advertising visible from the exterior of the shelter;
4. That the shelter may be erected for a maximum of 180 days, but in no case shall the shelter be erected after April 30, 2010;
5. That the shelter shall comply with all state, county and Village codes and requirements.

Commissioner Smoot asked if there would heat in the shelter and was told no.

Commissioner Spink asked if drinks were permitted in the shelter and was told yes and that they would be in glass containers. However there would be no service for food or drinks under the shelter, and it was determined that there will be no direct lighting under the shelter. There are approximately 20 to 30 smokers over an evening and the shelter has the opening on the east side for the sake of a wind break and it is hoped that this will keep those that smoke away from the front door.

Commissioner Petella asked if the unit is rented or owned and Mr. Sabalasky said that it is rented.

Commissioner McNally said that the State no-smoking regulations state that the shelters are not to allow drinks or food and how will that be handled. Mr. Bastian said that the smoking shelter regulation regarding food or drink would be handled on a complaint basis.

Commissioner Petella moved and Commissioner Hennessey made the second to approve the Gary Avenue Corridor Review in accordance with the conditions noted in the staff report. The results of the roll call vote were:

Ayes:	6	Commissioners Hennessey, McNally, Petella, Christopher, Smoot and Michaelson
Nays:	1	Commissioner Spink

**#09300: Shiva Inc. d/b/a Mr. Car Wash – 848 Army Trail Road  
Planned Unit Development –Minor Modification**

Dino Re, 848 Army Trail Road, was sworn in as a witness in this matter. Mr. Re said that he would like to install a canopy that would extend out 15 feet from the south side of the building to provide a covered area to provide clear pavement at the exit of the car wash and also to provide shelter for the car wash employees who hand drive the vehicles.

Mr. Bastian reported that Dino Re of the Shiva Corporation has submitted an application for a minor modification to the approved Planned Unit Development Plan for the Mr. Car Wash car wash facility at 848 Army Trail Road in the Heritage Plaza Shopping Center. The Final Planned Unit Development Plan for the car wash was approved by the Village Board in February 2001 through Ordinance 2001-02-09. At this time, the applicant would like to install a canopy that would extend out 15 from the south side of the building to provide a covered area for vehicles exiting the car wash. The covered area is intended to keep the pavement area at the car wash exit free of snow and ice during the winter weather season, and to provide some degree of shelter for car wash employees who hand-dry vehicles as they exit the car wash.

In consideration of this request, it is important to note that when the Final PUD Plan was approved for this property, relief was granted through the PUD process to reduce the front (south) building setback from 100 feet, as required in the B-3 Service District, to 40 feet. As seen on the site plan,

the building was built with an approximate 45 foot front setback. The proposed canopy would extend out 15 feet from the front of the building, would be 18 feet in width, and would maintain an approximate 30 foot setback from the front property line.

Section 16-16-5(B)(2)(a) of the Zoning Code provides direction regarding how to process and evaluate requests for modifications to approved PUD Plans:

*"Any minor extensions, alterations, or modifications of existing buildings or structures may be authorized by the Plan Commission, if they are consistent with the purpose and intent of the final plan."*

Staff considers the canopy to be a minor extension of the building, and so the proposed PUD Plan modification may be authorized by the Plan Commission if the canopy addition is determined to be consistent with the purpose and intent of the approved plan. The purpose and intent of the approved PUD Plan was to allow for the construction and operation of an automatic style commercial car wash. The applicant believes that the proposed canopy on the south side of the building is necessary to reduce the accumulation of ice and snow at the car wash exit during the winter weather season, and also to provide some shelter from the weather elements for employees who towel-dry the cars exiting the car wash.

The color rendering of the south side of the building shows that the canopy will be red canvas material that will match the color scheme of the building. The canopy material and color would also be identical to the smaller existing canopy on the north side of the building at the entrance to the car wash tunnel. Although the Village issued a building permit for the canopy on the north side of the building in 2003, the canopy addition was not processed as a modification to the PUD Plan. The difference between the existing canopy on the north side of the building and the proposed canopy on the south side of the building is that the canopy on the south side would extend into the required building setback, whereas the canopy on the north side does not. Staff believes this is a key difference and it is the reason that the applicant was advised that a minor modification to the approved PUD Plan was required for the proposed canopy. Finally, the applicant has stated that there will be no signage or commercial advertising on the canopy.

### RECOMMENDATION

Based on the information provided, staff believes that the minor modification to the PUD Plan to add a 15 foot deep by 18 foot wide canopy to the south side of the building will be consistent with the purpose and intent of the approved Plan, provided that the following conditions are met:

1. That the canopy must match the color and material of the existing canopy on the north side of the building;
2. That a permit must be obtained for the canopy; and
3. That the building and use shall comply with all state, county and village codes and requirements.

Commissioner Petella asked if the canopy would up only for the winter and was told that the canopy would be removed and the poles that hold it up would be unbolted and removed for the summer months.

Commissioner Spink moved and Commissioner Christopher made the second to approve a minor modification to Mr. Car Wash in accordance with the recommendations noted in the Staff report. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot Spink and Michaelson
Nays:	0	

**NEW BUSINESS:**

**DRAFT**

Mr. Bastian suggested that the Commission may wish to cancel the meeting of November 23rd since there are not cases ready for that meeting. Commissioner Spink moved and Commissioner Christopher made the second to cancel the meeting of November 23, 2009. The results of the roll call vote were:

Ayes:	7	Commissioners Hennessey, McNally, Petella, Christopher, Smoot Spink and Michaelson
Nays:	0	

Mr. Bastian said that Staff would like to invite the Commissioners for a Holiday recognition get together following the brief meeting on December 14, 2009. Further information will be forthcoming.

Commissioner Spink moved and Commissioner Christopher made the second to adjourn at 8:55 p.m.. The motion passed by unanimous voice vote.

FOR THE COMBINED BOARD

**RESOLUTION NO. 2441**

**A RESOLUTION COMMENDING FRANK GIUNTI  
UPON HIS RETIREMENT FROM THE VILLAGE OF CAROL STREAM  
PUBLIC WORKS DEPARTMENT**

Whereas, Frank Giunti has been a valuable crew leader of the Street Division since 1978, having been involved in all facets of Public Works activities; and

Whereas, Frank Giunti has had a profound effect on the maintenance of the infrastructure of the Village of Carol Stream; and

Whereas, Frank Giunti has earned the respect and admiration of his fellow coworkers; and

Whereas, Frank Giunti has earned the appreciation of countless customers for services rendered; and

Whereas, Frank Giunti has decided to retire after more than thirty years of Public Service for the Village of Carol Stream.

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

SECTION 1: That Frank Giunti should be commended for his dedication, productivity, motivation, and the integrity that he lent to his position. His service and accomplishments have been appreciated and are hereby recognized.

SECTION 2: That Frank Giunti is wished well in his retirement.

SECTION 3: This resolution shall be in full force and effect from and after its passage as approved by law.

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2009.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

**AGENDA ITEM**  
C-2 11-16-09

**RESOLUTION 2442**

**A RESOLUTION IN SUPPORT OF THE SUCCESSFUL  
SUSTAINABILITY INITIATIVES  
OF THE CAROL STREAM REGIONAL POSTAL FACILITY**

WHEREAS, the Village of Carol Stream is a participating community in the 2009-10 Com-Ed Community Energy Challenge Competition whose aim is to reduce energy consumption community-wide; and

WHEREAS, the Village in preparing our comprehensive energy reduction plan as part of the competition established a successful working partnership with the Carol Stream Regional Postal Facility; and

WHEREAS, the Carol Stream Regional Postal facility located at 500 N. Fullerton Ave. accounts for 20.7 million kilowatt hours (4%) of the community's entire energy use measured at 489 million kilowatt hours for 2008; and

WHEREAS, federal officials from the Northern Illinois Postal District and Maintenance and Engineering staff from the Carol Stream Regional Postal Facility led by Greg Fuller assisted the Village in preparing its competition plan by committing to fund a facility-wide revamping project that targeted for replacement approximately 575 energy-inefficient fluorescent light fixtures with energy-efficient lamps and ballasts; and

WHEREAS, in addition, the Carol Stream Regional Postal Facility also committed to other targeted energy efficient projects that include the installation of a lighting control system, the replacement of dock door seals as well as the

installation of an energy efficient compressed air management system using variable frequency operating motors; and

WHEREAS, in undertaking these sustainability projects, the Carol Stream Regional Postal Facility has reduced energy demand by 34% in a 12-month period saving customers approximately \$4727,474; and

WHEREAS, in addition, the environmental benefits for this targeted effort include a reduction of 5,054 metric tons of greenhouse gas emissions; and

WHEREAS, this reduction in greenhouse gas emissions is equivalent to the carbon dioxide emitted from 926 passenger vehicles, 573,716 gallons of gas consumed and 11,755 barrels of oil consumed.

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 Carol Stream Regional Postal Facility and the officials from the Northern Illinois Postal District are to be commended for their successful efforts to improve the sustainability of their operations.

SECTION 2: That the intergovernmental cooperation between the Village and the United States Postal Service to reduce the carbon footprint from their combined operations is a model for how governments, working together can improve service to their constituents while simultaneously protecting the environment.

SECTION 3: The Village calls business, industry and other governmental organizations to follow the lead of the Carol Stream Regional Postal Facility by including environmental sustainability in their business and operational plans.

SECTION 4: This resolution shall be in full force and effect after the date of its passage and approval by law.

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF NOVEMBER 2009

AYES:

NAYS:

ABSENT:

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

ATTEST:

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



*Ela 11-16-09**Village of Carol Stream*

## Interdepartmental Memo

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Assistant Community Development Director *DB*

**THROUGH:** Robert J. Glees, Community Development Director *RJG*

**DATE:** November 10, 2009

**RE:** **Agenda item for the Village Board meeting of November 16, 2009**  
**PC/ZBA Case No. 09259, James and Colleen Kosac – 1098 Spring Valley Drive,**  
**Variation to Allow a Shed in a Required Corner Side Yard**

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James and Colleen Kosac, property owners at 1098 Spring Valley Drive, have filed an application for a variation to allow a storage shed to be placed in the required corner side yard on their property adjacent to Spring Valley Drive. The Zoning Code does not allow sheds to be located in either the required or actual corner side yard, and the Kosacs are requesting to install the shed six feet from the corner side yard property line. Based on the location of the home on the property, the shed is required to be set back 25.3 feet from the corner side property line. The 10 by 12-foot shed is proposed to measure 12.5 feet in height. In review of the request, staff agreed with the Kosacs' assertion that there are factors that limit the options for the placement of a shed on the property, including the narrow depth of the rear yard, a 10-foot utility easement along the rear property line, existing trees and an existing deck. Staff suggested that the Kosacs consider placing the shed on the north side of the home, but they believe that the grade changes on that side of the home would cause the shed to be more expensive and difficult to construct. As a note, staff is unaware of any similar applications having been approved for a variation of the degree being requested by the Kosacs, and staff was not able to support the request because there are options for constructing a shed on the property that do not require a variation.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on November 6, 2009. At their November 9, 2009, meeting, by a vote of 4-3, the PC/ZBA recommended denial of the variation to allow a shed to be installed in the required corner side yard. In making their recommendation, the PC/ZBA was concerned with the large degree of the requested variation and the potential precedent-setting nature of the request. The PC/ZBA also noted that there were options for constructing a shed on the property that would not require a variation.

If the Village Board concurs with the PC/ZBA recommendation to deny the variation, the Board could deny the variation by simple motion. If the Village Board should wish to approve the variation, staff will prepare an Ordinance, which would require a two-thirds vote of all members of the Village Board.

DTB:db

c: James Kosac (via e-mail)

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**AGENDA ITEM**


ELB 11-16-09

*Village of Carol Stream*

Interdepartmental Memo

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Donald T. Bastian, Assistant Community Development Director 

**THROUGH:** Robert J. Glees, Community Development Director 

**DATE:** November 10, 2009

**RE:** **Agenda item for the Village Board meeting of November 16, 2009**  
**PC/ZBA Case No. 09293, Hart & Cooley – 815 Kimberly Drive, Special Use**  
**for Outdoor Activities and Operations**

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Hart & Cooley, a manufacturer of heating, ventilation and air conditioning system components, currently occupies 250,000 square feet in the multi-tenant building at 815 Kimberly Drive. Hart & Cooley would like to install two outdoor tanks for the bulk storage of liquid carbon dioxide and liquid argon on the west side of the building between an existing retaining wall and a trash compactor enclosure. The carbon dioxide tank would hold 72 gallons and measure 68 inches in height, while the argon tank would hold 409 gallons and measure 91 inches in height. The tanks would be enclosed within a seven foot tall fence with screening slats. The carbon dioxide and argon are used in the manufacturing processes of the business, and the bulk storage accommodated by the proposed tanks will allow for more cost efficient operations in their plant.

The staff report presenting the request, with supporting documentation, was transmitted to the Village Board with the Plan Commission/Zoning Board of Appeals (PC/ZBA) packet on November 6, 2009. At their November 9, 2009, meeting, by a vote of 7-0, the PC/ZBA recommended approval of the special use to allow for the installation of the two tanks, subject to the conditions noted in the staff report, plus the additional conditions that the fenced enclosure be seven feet in height and contain tan screening slats.

If the Village Board concurs with the PC/ZBA recommendation regarding the special use for the outdoor tanks, they should approve the special use, subject to the conditions contained in the Ordinance, and adopt the necessary Ordinance.

DTB:db

c: Michael Meinke, Hart & Cooley (via e-mail)

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director *SWH*  
**DATE:** November 12, 2009  
**RE:** 2009 Tax Levy – Library

The Carol Stream Public Library has submitted a revised tax levy request in the amount of \$3,408,223.00 which is a .1% increase over the current year's extension. This is the same amount that they would be allowed to receive under the tax cap.

Also added to the tax levy is language that instructs the County to compute and extend the 2009 property tax for the Village as if the Village were a non-home rule community. Based on the Board's comments at the last meeting, staff intends to leave this language in the tax levy going forward.

If you have any questions, please see me.

**ORDINANCE NO.**

**AN ORDINANCE LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE CURRENT FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2009 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2010 FOR THE VILLAGE OF CAROL STREAM COUNTY OF DUPAGE, ILLINOIS**

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

SECTION 1: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby levied for general and special corporate purposes for the Village of Carol Stream for the objects hereinafter specified for the municipal fiscal year beginning May 1, 2009 and ending April 30, 2010 and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the purposes following:

**CORPORATE FUND**

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>Fire &amp; Police Commission</u>		
Personal Services	3,000.00	0.00
FICA	230.00	0.00
Meetings	0.00	0.00
Training	1,800.00	0.00
Personnel Hiring	21,000.00	0.00
Dues & Subscriptions	400.00	0.00
Legal Fees	500.00	0.00
Public Notices	0.00	0.00
Court Recorder Fees	0.00	0.00
Office Supplies	65.00	0.00
Printed Materials	100.00	0.00
<u>Legislative Board</u>		
Personal Services	23,400.00	0.00
IMRF	0.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
FICA	1,790.00	0.00
Meetings	23,000.00	0.00
Dues & Subscriptions	56,000.00	0.00
Auditing	15,972.00	0.00
Employee Recognition	0.00	0.00
Public Notices/Inform.	22,000.00	0.00
Dial-A-Ride	5,500.00	0.00
Community Appearance Program	550.00	0.00
Community Service Programs	9,400.00	0.00
Office Supplies	600.00	0.00
Printed Materials	125.00	0.00
Uniforms	750.00	0.00
Computer Equipment	0.00	0.00
 <u>Plan Commission &amp; Zoning Board</u>		
Personal Services	4,677.00	0.00
IMRF	272.00	0.00
FICA	358.00	0.00
Meetings	200.00	0.00
Training	400.00	0.00
Dues & Subscriptions	640.00	0.00
Public Notices/Information	3,000.00	0.00
Court Recorder	2,400.00	0.00
Office Supplies	0.00	0.00
 <u>Emergency Services</u>		
Personal Services	80,973.00	0.00
Group Insurance	13,203.00	0.00
IMRF	7,984.00	0.00
FICA	6,194.00	0.00
Workers Comp	292.00	0.00
Meetings	160.00	0.00
Training	8,760.00	0.00
Telephone	750.00	0.00
Dues and Subscriptions	320.00	0.00
Public Notices/Information	250.00	0.00
Maintenance & Repairs	3,400.00	0.00
Office Supplies	1,000.00	0.00
Operating Supplies	8,200.00	0.00
Uniforms	200.00	0.00
Small Equipment	0.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Office Equipment	0.00	0.00
Other Equipment	0.00	0.00
Radios	5,300.00	0.00
<u>Legal Services</u>		
Fees	250,000.00	0.00
Prosecution Code	35,000.00	0.00
Prosecution DUI	83,000.00	0.00
<u>Village Clerk</u>		
Personal Services	56,814.00	0.00
Overtime	500.00	0.00
IMRF	5,395.00	0.00
FICA	4,385.00	0.00
Workman's Comp.	197.00	0.00
Meetings	180.00	0.00
Training	100.00	0.00
Office Equipment Maint.	150.00	0.00
Records Storage	0.00	0.00
Recording Fees	1,300.00	0.00
Dues & Subscriptions	175.00	0.00
Public Notices/Inform.	1,750.00	0.00
Consultant	4,000.00	0.00
Office Supplies	600.00	0.00
Printed Materials	350.00	0.00
Small Equipment	200.00	0.00
Computer Equipment	0.00	0.00
<u>Employee Relations</u>		
Employee Services	157,896.00	0.00
Group Insurance	13,760.00	0.00
IMRF	15,569.00	0.00
FICA	11,045.00	0.00
Workman's Comp.	442.00	0.00
Unemployment Comp.	7,500.00	0.00
Meetings	150.00	0.00
Training	2,000.00	0.00
Employment Physicals	2,250.00	0.00
Personnel Hiring	4,500.00	0.00
Telephone	780.00	0.00
Dues & Subscriptions	600.00	0.00
Management Physicals	0.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Employee Recognition	23,810.00	0.00
Consultant	0.00	0.00
Employee Services	20,465.00	0.00
Office Supplies	300.00	0.00
Printed Materials	140.00	0.00
Operating Supplies	0.00	0.00
Reference Material	125.00	0.00
Small Equipment	675.00	0.00
Uniforms	38.00	0.00
Office Equipment	0.00	0.00
Computer Equipment	1,300.00	0.00
<u>Village Administration</u>		
Personal Services	403,698.00	0.00
Seasonal Help	0.00	0.00
Overtime	200.00	0.00
Group Insurance	43,953.00	0.00
IMRF	39,645.00	0.00
FICA	24,222.00	0.00
Workman's Comp.	1,453.00	0.00
Auto Maint. & Repair	0.00	0.00
Meetings	1,600.00	0.00
Training	2,900.00	0.00
Vehicle Insurance	0.00	0.00
Office Equipment Maint.	150.00	0.00
Dues & Subscriptions	3,800.00	0.00
Management Physicals	0.00	0.00
Auto Gas & Oil	0.00	0.00
Office Supplies	525.00	0.00
Reference Materials	100.00	0.00
Small Equipment	0.00	0.00
Uniforms	200.00	0.00
Vehicles	0.00	0.00
Computer Equipment	3,000.00	0.00
<u>Financial Management</u>		
Personal Services	583,563.00	0.00
Seasonal	0.00	0.00
Overtime	3,000.00	0.00
Group Insurance	68,520.00	0.00
IMRF	57,837.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
FICA	42,416.00	0.00
Workman's Comp.	1,634.00	0.00
Meetings	1,710.00	0.00
Training	7,600.00	0.00
Office Equipment Maint.	2,025.00	0.00
Telephone	1,380.00	0.00
Records Storage	400.00	0.00
Dues & Subscriptions	2,263.00	0.00
Management Physicals	0.00	0.00
Consultant	0.00	0.00
Actuarial	1,900.00	0.00
Software Maintenance	37,650.00	0.00
Banking Service	9,035.00	0.00
Auto Gas & Oil	1,415.00	0.00
Office Supplies	1,350.00	0.00
Printed Materials	24,235.00	0.00
Operating Supplies	2,780.00	0.00
Reference Materials	200.00	0.00
Uniforms	100.00	0.00
Small Equipment	950.00	0.00
Office Equipment	6,500.00	0.00
Computer Equipment	3,950.00	0.00
 <u>Engineering Services Department</u>		
Personal Services	574,685.00	0.00
Seasonal	5,994.00	0.00
Overtime	4,000.00	0.00
Group Insurance	69,663.00	0.00
IMRF	57,058.00	0.00
FICA	43,266.00	0.00
Workman's Comp.	13,636.00	0.00
Auto Maint. & Repair	17,701.00	0.00
Meetings	40.00	0.00
Training	4,085.00	0.00
Vehicle Insurance	5,020.00	0.00
Office Equipment Maint.	1,000.00	0.00
Radio Maintenance	100.00	0.00
Telephone	5,780.00	0.00
Records Storage	200.00	0.00
Dues & Subscriptions	1,805.00	0.00
Management Physicals	0.00	0.00



	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Consultant	36,200.00	0.00
Software Maintenance	5,730.00	0.00
GIS System	2,700.00	0.00
Property Maint/NPDES	46,000.00	0.00
Auto Gas & Oil	6,994.00	0.00
Office Supplies	1,750.00	0.00
Printed Materials	270.00	0.00
Operating Supplies	2,130.00	0.00
Reference Materials	470.00	0.00
Uniforms	1,040.00	0.00
Small Equipment	495.00	0.00
Other Equipment	0.00	0.00
Computer Equipment	8,500.00	0.00
Radios	0.00	0.00
Vehicles	0.00	0.00
 <u>Community Development</u>		
Personal Services	503,354.00	0.00
Seasonal Help	0.00	0.00
Overtime	3,500.00	0.00
Group Insurance	64,679.00	0.00
IMRF	49,976.00	0.00
FICA	36,754.00	0.00
Workman's Comp.	8,593.00	0.00
Auto Maint. & Repair	4,671.00	0.00
Meetings	400.00	0.00
Training	5,350.00	0.00
Vehicle Insurance	4,014.00	0.00
Office Equipment Maint.	1,300.00	0.00
Telephone	1,400.00	0.00
Records Storage	150.00	0.00
Dues & Subscriptions	1,600.00	0.00
Management Physicals	0.00	0.00
Paging	75.00	0.00
Economic Development	2,500.00	0.00
Consultant	195,000.00	0.00
Software Maintenance	2,200.00	0.00
GIS System	2,700.00	0.00
Weed Mowing	3,000.00	0.00
Overhead Sewer	25,000.00	0.00
Rental Licensing Program	200,000.00	0.00
Auto Gas & Oil	3,711.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Office Supplies	4,000.00	0.00
Printed Materials	4,000.00	0.00
Reference Materials	1,000.00	0.00
Uniforms	700.00	0.00
Small Equipment	400.00	0.00
Computer Equipment	3,000.00	0.00
Vehicles	0.00	0.00
<u>Management Services</u>		
Personal Service	292,125.00	0.00
Overtime	1,730.00	0.00
Group Insurance	33,246.00	0.00
IMRF	28,974.00	0.00
FICA	22,480.00	0.00
Workman's Comp.	818.00	0.00
Auto Maint. & Repair	2,732.00	0.00
IRMA Deductibles	90,000.00	0.00
Meetings	350.00	0.00
Training	4,600.00	0.00
Vehicle Insurance	1,006.00	0.00
Office Equipment Maint.	2,500.00	0.00
Postage	35,000.00	0.00
Telephone	41,600.00	0.00
Copy Expense	35,000.00	0.00
Dues & Subscriptions	2,225.00	0.00
Management Physicals	0.00	0.00
Consultant	23,500.00	0.00
Software Maintenance	24,000.00	0.00
GIS System	35,000.00	0.00
Liability Insurance	24,150.00	0.00
Property Insurance	21,804.00	0.00
Auto Gas & Oil	1,096.00	0.00
Office Supplies	1,100.00	0.00
Printed Materials	3,500.00	0.00
Operating Supplies	5,250.00	0.00
Uniforms	300.00	0.00
Small Equipment	750.00	0.00
Vending Machine Supplies	2,500.00	0.00
Recycling Containers	0.00	0.00
Other Equipment	40,199.00	0.00
Computer Equipment	6,700.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Installment Cap. Acquis.	21,050.00	0.00
Contingency	127,000.00	0.00
<u>Law Enforcement</u>		
Personal Services	7,044,114.00	0.00
Court Time	142,000.00	0.00
Overtime	598,899.00	0.00
Group Insurance	1,061,573.00	0.00
IMRF	166,486.00	0.00
FICA	552,519.00	0.00
Workman's Comp.	327,810.00	0.00
GCF Trans. Police Pens.	955,957.00	0.00
Crossing Guards	94,478.00	0.00
Auto Maint. & Repairs	338,217.00	0.00
Meetings	3,900.00	0.00
Training	131,910.00	0.00
Vehicle Insurance	45,149.00	0.00
Office Equipment Maint.	18,445.00	0.00
Radio Maintenance	4,450.00	0.00
Telephone	35,478.00	0.00
Records Storage	110.00	0.00
Dues & Subscriptions	22,877.00	0.00
Management Physicals	5,400.00	0.00
Range	5,500.00	0.00
Paging	2,075.00	0.00
General Communications	558,208.00	0.00
Data Processing	3,600.00	0.00
Animal Control	5,900.00	0.00
Consultant	0.00	0.00
Software Maintenance	4,790.00	0.00
ATLE Service Fee	197,035.00	0.00
ATLE Legal Adjudication	3,600.00	0.00
Auto Gas & Oil	212,291.00	0.00
Office Supplies	18,000.00	0.00
Printed Materials	14,655.00	0.00
Operating Supplies	59,800.00	0.00
Reference Materials	3,500.00	0.00
Ammunition	16,700.00	0.00
Emergency Equipment	6,720.00	0.00
Weapons	0.00	0.00
Uniforms	94,091.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Community Relations	30,805.00	0.00
Prisoner Care	875.00	0.00
Investigation Fund	12,350.00	0.00
Small Equipment	27,850.00	0.00
Other Equipment	50,275.00	0.00
Computer Equipment	55,300.00	0.00
Vehicles	170,600.00	0.00
Radios	470,444.00	0.00
<u>Street Division</u>		
Personal Services	1,223,202.00	0.00
Seasonal Help	32,760.00	0.00
Overtime	122,095.00	0.00
Group Insurance	201,025.00	0.00
IMRF	132,647.00	0.00
FICA	104,703.00	0.00
Workman's Comp.	74,229.00	0.00
Auto Maint. & Repairs	179,415.00	0.00
Meetings	200.00	0.00
Training	6,500.00	0.00
Vehicle Insurance	36,126.00	0.00
Office Equipment Maint.	300.00	0.00
Radio Maint.	500.00	0.00
Telephone	2,300.00	0.00
Copy Expense	300.00	0.00
Dues & Subscriptions	3,573.00	0.00
Management Physicals	0.00	0.00
Paging	650.00	0.00
Maintenance and Repair	105,000.00	0.00
Electricity	11,000.00	0.00
Consultant	0.00	0.00
Software Maintenance	400.00	0.00
Equipment Rental	12,900.00	0.00
Hauling	5,250.00	0.00
Snow Removal	240,000.00	0.00
Uniform Cleaning	1,900.00	0.00
Tree Maintenance	130,350.00	0.00
Mosquito Abatement	40,835.00	0.00
Street Light-Maint.	22,000.00	0.00
Property Maint.	79,350.00	0.00
Streetlight Knockdowns	0.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Janitorial Supplies	8,300.00	0.00
Heating Gas	5,000.00	0.00
Street Maintenance	243,000.00	0.00
Auto Gas & Oil	98,362.00	0.00
Office Supplies	1,400.00	0.00
Printed Materials	200.00	0.00
Small Tools	3,000.00	0.00
Operating Supplies	36,000.00	0.00
Reference Materials	300.00	0.00
Maintenance Supplies	4,800.00	0.00
Uniforms	7,020.00	0.00
Street Signs	9,000.00	0.00
Small Equipment	2,900.00	0.00
TC Maintenance	0.00	0.00
Other Equipment	73,056.00	0.00
Computer Equipment	3,600.00	0.00
Vehicles	330,000.00	0.00
Radios	1,400.00	0.00
Installment Capital Acquisition	72,567.00	0.00
<u>Municipal Building</u>		
Personal Services	140,220.00	0.00
Overtime	500.00	0.00
Group Insurance	20,622.00	0.00
IMRF	13,875.00	0.00
FICA	10,765.00	0.00
Workman's Comp.	9,283.00	0.00
Auto Maint. & Repair	5,633.00	0.00
TC Maintenance	27,000.00	0.00
Training	100.00	0.00
Vehicle Insurance	2,002.00	0.00
Telephone	672.00	0.00
Paging	0.00	0.00
Maint. & Repairs	70,450.00	0.00
Electricity	1,500.00	0.00
Equipment Rental	250.00	0.00
Uniform Cleaning	0.00	0.00
Janitorial Services	45,000.00	0.00
Gas & Water	10,500.00	0.00
Auto Gas and Oil	1,849.00	0.00
Office Supplies	0.00	0.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Maintenance Supplies	15,000.00	0.00
Janitorial Supplies	6,000.00	0.00
Uniforms	650.00	0.00
Small Equipment	500.00	0.00
TC Maintenance and Supplies	12,000.00	0.00
Other Equipment	8,500.00	0.00
Computer Equipment	0.00	0.00
 <u>Transfers and Agreements</u>		
Transfer to TIF Debt Service	211,647.00	0.00
Payment to Stark Farm		
- Sales Tax Rebate	0.00	0.00
Lowe's - Sales Tax Rebate	86,448.00	0.00
Transfer to CIP Fund	0.00	0.00
 <u>Town Center</u>		
Personal Services	34,013.00	0.00
Overtime	60,000.00	0.00
IMRF	8,284.00	0.00
FICA	7,192.00	0.00
Workers Comp	1,993.00	0.00
Summer in the Center	185,000.00	0.00
Concert Series	27,500.00	0.00
Octoberfest	6,800.00	0.00
Multi-Cultural Event	7,500.00	0.00
Misc. Events/Activities	40,000.00	0.00
Bricks	2,700.00	0.00
Small Equipment	500.00	0.00
Other Equipment	0.00	0.00
 <b>TOTAL BUDGET</b>		
<b>CORPORATE FUND:</b>	<u>\$23,738,638.00</u>	<b>TOTAL LEVY</b>
		<u>\$0.00</u>

The Corporate Fund Property Tax Levy, as provided in Illinois Statutes, 65 ILCS,

Division 3, in addition to all taxes and in accordance with the home rule power of the

Village of Carol Stream is the sum of \$ 0.00.

SECTION 2: That the following sums, or so much thereof as may be authorized by law, be and the same are hereby levied for Library purposes for the Village of Carol Stream Library Board for the objects hereinafter specified for the municipal year beginning May 1, 2009 and ending April 30, 2010, and that the sums of money hereinafter set forth are deemed necessary expenses and liabilities for said period for the purposes following:

**PUBLIC LIBRARY FUND**

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	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>Salaries</u>		
Exempt Staff	992,000.00	960,000.00
Non exempt Staff	724,000.00	650,000.00
Custodial Salaries	73,000.00	67,500.00
Professional Education	20,500.00	15,000.00
Benefits	324,000.00	296,000.00
		1,988,500.00
 <u>Plant Maintenance</u>		
Supplies	10,890.00	10,890.00
Maintenance & Repair	25,100.00	25,100.00
Furniture & Equipment	8,928.00	8,928.00
Commonwealth Edison	86,625.00	86,625.00
Insurance (Property)	7,600.00	7,600.00
Water/Sewer	4,600.00	4,600.00
Landscape Maintenance	26,200.00	26,200.00
Maintenance Contracts	57,900.00	57,900.00
		227,843.00
 <u>Business Expense</u>		
Postage	7,100.00	7,100.00
Office Equipment/Supplies	9,500.00	9,500.00
Printer Supplies	11,500.00	11,500.00
Equipment Leasing	15,300.00	15,300.00
Mileage Reimbursement	4,100.00	4,100.00
Legal Notices	800.00	800.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
Help Wanted Ads	500.00	500.00
Business Phone	9,200.00	9,200.00
Accounting Service	13,100.00	13,100.00
Material Recovery Fee	3,100.00	3,100.00
Attorney Fees	8,000.00	8,000.00
Architects	0.00	0.00
Other Consultants	1,500.00	1,500.00
Other	7,900.00	7,900.00
Recycling	1,000.00	1,000.00
Security Service	39,000.00	39,000.00
Payroll Service	4,400.00	4,400.00
CSEPAY Bank Fees	1,575.00	1,575.00
		<u>137,575.00</u>
<u>Circulation</u>		
Automated Circ. System	24,600.00	24,600.00
Automation Lease Fees	77,100.00	77,100.00
Computer Software	16,000.00	16,000.00
System Maintenance	34,700.00	34,700.00
Library Supplies	25,200.00	25,200.00
Rebinding	1,700.00	1,700.00
On Line Catalog Maintenance	6,900.00	6,900.00
Recip. Borrowing Expenses	1,200.00	1,200.00
		<u>187,400.00</u>
<u>Services</u>		
Youth Services Programs	7,300.00	7,300.00
Summer Reading	6,600.00	6,600.00
Adult Programming	7,500.00	7,500.00
Library Promotion	6,255.00	6,255.00
SMR Publicity	2,200.00	2,200.00
Adult Publicity	1,200.00	1,200.00
YA Publicity	8,000.00	8,000.00
Library Publicity	8,400.00	8,400.00
Library Newsletter	42,600.00	42,600.00
Reference Services Expense	3,700.00	3,700.00
Internet Databases	0.00	0.00
		<u>93,755.00</u>



	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>Collection Development</u>		
Youth Services Books	62,000.00	62,000.00
Youth Services Paperbacks	4,000.00	4,000.00
Youth Services Reference	30,700.00	30,700.00
Adult Books	90,000.00	90,000.00
Adult Paperbacks	1,600.00	1,600.00
World Languages	6,000.00	6,000.00
Large Print Books	10,000.00	10,000.00
Adult Reference Books	178,500.00	178,500.00
Professional Collections	10,400.00	10,400.00
Youth Services Graphic Books	4,000.00	4,000.00
Newspapers	7,500.00	7,500.00
YA Magazines	0.00	0.00
Youth Services Magazines	2,400.00	2,400.00
Adult Magazines	14,300.00	14,300.00
Realia	800.00	800.00
Youth Services Recordings	600.00	600.00
Digital Media	10,000.00	10,000.00
Youth Services Audio Books	4,300.00	4,300.00
Adult Compact Discs	5,000.00	5,000.00
Adult Audio Books	22,750.00	22,750.00
Adult Kits	0.00	0.00
Youth Services Kits	1,400.00	1,400.00
Adult Videos	23,000.00	13,600.00
Youth Services Videos	6,200.00	0.00
Parent Collection/Books	3,200.00	0.00
Parent Collection/Non-Book	2,150.00	0.00
Adult CD-Roms (Patron Loan)	1,300.00	0.00
Youth Services CD-Roms (Patron Loan)	2,100.00	0.00
DVD's	0.00	0.00
		<hr/> 479,850.00
<u>Capital Maintenance &amp; Repair Expenditures</u>		
Major Repairs	100,000.00	0.00
Other Capital Expenditures	37,460.00	0.00
		<hr/> 0.00
<u>Audit Levy</u>	5,300.00	<hr/> 5,300.00
		5,300.00

	<u>BUDGETED</u>	<u>TO BE RAISED FROM TAX LEVY</u>
<u>IMRF Fund</u>		
Social Security	135,665.00	128,000.00
IMRF	182,782.00	<u>150,000.00</u>
		278,000.00
<u>Tort Immunity Insurance</u>		
Liability Insurance	15,656.00	10,000.00
Risk Mgmt Expense	6,353.00	0.00
Unemployment Comp	3,474.00	<u>0.00</u>
		10,000.00
TOTAL BUDGETED:	<u>\$3,770,963.00</u>	TOTAL LEVY: <u>\$3,408,223.00</u>
Taxes to be levied for Public Library as aforesaid, which shall be proceeds of a levy of a tax for Public Library as provided by Statute:		
		\$3,114,923.00
Of the foregoing Annual Tax Levy, the amount to be levied for Tort Immunity Insurance, as provided in Illinois Statutes, Chapter 745, Section 10/9-107 et seq., in addition to all other taxes is the sum of:		
		\$10,000.00
Of the foregoing Annual Tax Levy, the amount to be levied for participation in the Federal Social Security Insurance Program as provided by Illinois Statutes, Chapter 40, Section 5/21-110 et seq., and,		
		\$128,000.00
For participation in the Illinois Municipal Retirement Fund as provided by Illinois Statutes, Chapter 40, Section 5/22-403 et seq., in addition to all other taxes is the sum of:		
		\$150,000.00
Of the foregoing Annual Tax Levy, the amount to be levied for the annual audit as provided in Illinois Statutes, Chapter 50, Section 310/9, et seq., in addition to all other taxes is the sum of:		
		\$5,300.00
The special fund levy for Library purposes as provided in the Illinois Statutes, is the sum of:		
		\$3,408,223.00
<b>TOTAL LEVY FOR ALL FUNDS</b>		<b>\$3,408,223.00</b>

SECTION 3: That all ordinances and parts of ordinances conflicting with any of the provisions of this ordinance be and the same are hereby modified or repealed, and if any item or portion thereof of this levy is for any reason invalid, such decision shall not affect the validity of the remaining portion of this ordinance.

SECTION 4: That the Village Clerk shall make and file with the County Clerk of DuPage County a duly certified copy of this ordinance before the last Tuesday in December and the said County Clerk is hereby directed to extend such taxes for collection according to law.

SECTION 5: That the Village Board of the Village of Carol Stream, Illinois, hereby requests that the County Clerk of DuPage County, Illinois, compute and extend the 2009 property tax for the Village of Carol Stream as if the Village were a non-home rule community.

SECTION 6: That this ordinance shall be in full force and effect from and after its passage and approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16TH DAY OF NOVEMBER 2009.

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr., Mayor

ATTEST:


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Beth Melody, Village Clerk

# AGENDA ITEM

6-1 11-16-09

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

**TO:** Mayor and Trustees  
**FROM:** Joseph E. Breinig, Village Manager   
**DATE:** November 12, 2009  
**RE:** Red Light Adjudicator

On November 3, 2008, John Fioti was appointed adjudicator for the Village's Automated Traffic Law Enforcement (red light camera) program. The Village's program began in January 2009 and monthly adjudication hearings have been held since. Motorists have the opportunity to contest citations at a hearing.

Mr. Fioti has been very professional in his handling of these proceedings. I am unaware of any complaints about the adjudication process or Mr. Fioti's handling of cases before him. Hearings are conducted in a very efficient manner and typically go no longer than two hours.

Mr. Fioti has presented a proposal for services effective November 1, 2009. The new hourly rate quoted is \$125 per hour. The initial rate quoted was \$75 per hour. In discussing the proposed increase Mr. Fioti noted that both he and the Village have a better understanding now of the expectations and responsibilities of the adjudication process.

Staff recommends the reappointment of John Fioti as adjudicator for hearings. Based upon experience the likely impact of the increase in rates is approximately \$100 per month. Based upon the quality of service provided and the efficiency in operation the reappointment of Mr. Fioti is more than justified.

Attachment

cc: John Fioti, Attorney At Law



**LAW OFFICES OF JOHN L. FIOTI  
ATTORNEY AT LAW**

956 S. BARTLETT ROAD #258  
BARTLETT, ILLINOIS 60103

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October 14, 2009

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

Re: **Proposal to serve as Administrative Adjudicator  
Automated Traffic Law Enforcement Program, et. al.**

Dear Mr. Breinig,

Thank you for the opportunity to submit a proposal to the Village of Carol Stream to continue serving in the capacity of Administrative Adjudicator. As you know, my contract will expire on November 3, 2009 and that date is quickly approaching. Since inception of this program, I have been committed to providing the Village with an Administrative Adjudication process that they could truly be proud of. Some may say I am biased, but I believe our program in Carol Stream could serve as a model to other municipalities. I hope to continue in my role as Administrative Adjudicator and I look forward to continuing to provide the same impartial due process to those persons who have been served with notices of violation from the Village of Carol Stream. To that end, please find attached my proposal for services.

This proposal includes my 100% commitment to working with the Village of Carol Stream to continue with and enhance the established systems and procedures for all Administrative Hearings. I look forward to working cooperatively with the Village in all Administrative Hearings, as well as providing any consultation as requested to accomplish a successful program.

Sincerely,

John L. Fiotti  
enclosure (1)



**LAW OFFICES OF JOHN L. FIOTI**  
**ATTORNEY AT LAW**

956 S. BARTLETT ROAD #258  
BARTLETT, ILLINOIS 60103

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October 14, 2009

Proposal for Services  
To serve as Administrative Adjudicator for the Village of Carol Stream

**Services include:**

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

**Contract Length:**

- One (1) year contract.

**Fee for Professional Services:**

- \$125.00 *per hour* (one hour minimum per session). Additional time to be billed in .25 hour increments. This hourly rate shall apply to and include services for hearing time, preparation, travel time and any training as requested by the Village of Carol Stream. The Village will also be billed for any out of pocket expenses incurred in the Administrative Hearing process (e.g. postage or photocopying).

**Village to provide:**

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

*Village of Carol Stream*

**Interdepartmental Memo**

**TO:** Joseph E. Breinig, Village Manager

**FROM:** Robert J. Glees, Community Development Director  
Donald T. Bastian, Assistant Community Development Director

**DATE:** November 12, 2009

**RE:** **Agenda Item for the November 16, 2009, Village Board Meeting  
Rental Property Licensing Program  
Public Informational Meeting Report**

**PURPOSE**

The purpose of this memorandum is to provide a report to the Village Board of comments received at the Rental Property Licensing Program public informational meetings held on November 11<sup>th</sup>.

**DISCUSSION**

In order to provide the greatest opportunity for rental property owners to attend the informational meeting, two sessions were conducted on November 11<sup>th</sup>, one at 3:00 pm and one at 7:00 pm. Twenty-four persons were in attendance at the 3:00 session, and twenty at the 7:00 session. Attendees were asked to provide contact information on a sign-in sheet, and forty attendees provided such information. At both sessions, staff provided copies of the draft program ordinance and draft inspection guidelines, both of which have also been available on the Village website for the past three weeks. During the sessions, staff first conducted a PowerPoint presentation of the program, and then opened the floor to questions and comments. The sessions were not adjourned until every question had been answered and every comment noted. The 3:00 session ended at approximately 4:30, and the 7:00 session ended at approximately 9:00.

For the Village Board's benefit in evaluating the feedback received at the two sessions, we have grouped the comments received into categories, as given below.

**General Comments and Questions.**

- The general attitude of the attendees at both sessions appeared to be guarded and skeptical, and at times was confrontational. Some attendees viewed the program as a foregone conclusion that was being forced upon them by the Village. Others were more combative, and questioned the validity of the Village's concerns in the hope of seeing the program cancelled.

- The experiences of other communities that have implemented rental property licensing programs were questioned. Although staff indicated the communities we had spoken with invariably reported positive results, there was skepticism among the attendees.
- Concerns were expressed as to the strictness with which the Village conducts commercial inspections, and whether rental property inspections would be conducted to at the same exacting standards.
- One attendee suggested that, rather than a licensing program, the Village should create a board or commission made up of rental property owners in order to represent their interests and address the issues that are of concern.

**Not Convinced the Program is Necessary.**

- Many attendees expressed skepticism that the problems reported to and observed by the Village are widespread, but rather may be confined to a few problem properties.
- Most attendees asserted that their properties had no property maintenance problems, and many stated they knew of no properties that had severe problems. The Village's position that there are problems in the Village's rental properties was contested.
- Some attendees demanded specific reasons for the creation of a rental property licensing program. Staff was challenged to provide statistical evidence of property maintenance code problems, including the percentage of properties that have violations, the number of complaints received per year, and the nature of the violations.
- Most attendees argued that, because the proposed program would enforce property maintenance code requirements that are already in place, and because the Village already employs enforcement procedures for violations of those code requirements, the program is unnecessary and oppressive to property owners whose properties have no violations. It was suggested that the Village should continue to simply use existing codes and procedures to deal with problem properties, and not burden law-abiding property owners with license fees and inspections.

**Target the Problem Properties and Leave Good Landlords and Properties Alone.**

- As noted above, most attendees asserted that their properties had no property maintenance problems. There was general resentment that problems with a few bad landlords would cause all rental property owners to be penalized.
- The comprehensive approach of the program was questioned. It was suggested that the Village should focus its efforts where problems exist, and not harass property owners who are doing a good job of maintaining their properties.



**Cost Issues.**

- Most attendees agreed that, given the economy, the timing of the program is poor. Rental property owners are having a hard time collecting rent as it is.
- This is not the time to "grow government."
- The license fee structure was questioned. In spite of staff's assertions that the fee structure is based on actual costs, many attendees were skeptical, stating that they believed the Village was implementing the program as a revenue generator.
- There was a general sense that the overall license fee structure was too high, both for single-family units and apartment buildings.
- There was concern that once the program is implemented, fees will continually escalate in the future.
- The license fee for a condominium unit in a multiple-unit building, being the same as a single-family home, was questioned. It was felt that \$90 for a two-bedroom condominium is too high.

**My Property is Already Subject to Inspections. This Program is Redundant and Unnecessary.**

- Some property managers noted their properties are already subject to inspections, by outside agencies and condominium associations for example, and the Village's program is unnecessarily redundant.
- Representatives from Colony Park described their federally-mandated inspections.
- Some property owners commented on inspections that were done of common areas, such as by the Fire Protection District or homeowner associations. Staff noted that, except for apartment building properties, common areas would not be covered by the program. Property maintenance violations in the exterior and common areas of townhome properties would be enforced against the homeowners association.
- Staff noted that the Village would look into the possibility of granting reciprocity for inspection programs that meet the Village's program requirements, thereby exempting qualifying properties from Village inspections and reducing or eliminating their license fees.
- The owners of complexes at which significant improvements have been made recently, with building permit inspections being done by the Village, questioned the need for further inspections of their properties. Staff agreed to look into the possibility of allowing qualifying inspections to take the place of rental program inspections.

**Operational Concerns and Questions.**

- The frequency of inspections was questioned, such as why single-family homes should be inspected more often than apartment units.

- There was discussion regarding the potential issue of tenants not letting inspectors into a unit, as related to reinspection fees.
- One owner was concerned that the language required to be incorporated into lease agreements would prove "onerous" and dissuasive to potential renters.
- One owner did not care for the section of the proposed ordinance that left enforcement of overoccupancy to the discretion of the code official. Staff explained that this language is taken from the national code, and gave the legal and historic reasons why the code no longer specifies occupancy limits based on room sizes.
- There was serious concern and very heated opposition against the requirement that either the owner or manager of an apartment property reside in or maintain an office in Carol Stream. Staff agreed to discuss this requirement with the attorneys, and noted the Village's intention is to have ready access to the owner or his agent in the event of an urgent problem.
- There was fairly wide support for only conducting inspections at the time of new tenancy or sale of the property.
- There was apprehension regarding the legal exposure of rental property owners for problems caused by tenants. The owners were concerned that tenant neglect could be the cause of a unit failing an inspection, leaving the owner liable for fines and legal action.
- It was suggested that the Village should license landlords rather than properties.

#### **Inspection Checklist.**

- The types of things that would cause an inspection to fail were discussed. The owners prefer that the inspection checklist be as specific as possible.

#### **Program Ordinance.**

- A number of specific changes to the ordinance language were received. Staff made note of the suggestions and agreed to address the suggested changes.
- There were concerns with what was perceived as onerous language, such as the phrase, "irrevocable consent."
- It was agreed that the Village does need a copy of the entire sales contract if property is sold (§10-11-8.B). The intent is to obtain information regarding the new owner and transfer the license.
- There was discussion regarding the taking of an escrow at time of closing (§10-11-8.C) to ensure correction of violations. Staff agreed to look into the suggestion of accepting an affidavit from the buyer acknowledging the violations and agreeing to correct them.
- It was suggested that §10-11-8.C should address the case of a property that becomes owner-occupied, and is no longer a rental property, at time of sale.
- A legal question was raised regarding whether a property owner has the legal right to remove a tenant's abandoned vehicle, as required by §10-11-9.C.

- Staff agreed that §10-11-9.D should be clarified to indicate which requirements apply only to multi-family/apartment properties, not single-family properties.
- There was some confusion regarding the recommendation contained in the ordinance that owners conduct background checks of potential tenants (§10-11-9.J).

**Incentive Program.**

- It was suggested that there should be incentives in the program. An example was offered in that a property that meets the code and continues to meet the code should be subject to an ever-greater period between inspections, possibly even becoming exempt from inspections unless a complaint is received.

In this memorandum, staff has attempted to convey the concerns expressed at the two sessions. Although most of the attendees expressed appreciation for the Village's efforts to include them in the process, and a few indicated support for the program, the feedback received was largely negative.

**RECOMMENDATION**

For purpose of information and direction. At this time, the tentative program schedule calls for approval of the program ordinance in December, the distribution of license applications in early 2010, due May 1<sup>st</sup>, and the commencement of inspections after May 1<sup>st</sup>. Staff requests direction from the Village Board regarding the following:

1. Issues to incorporate into a revised ordinance:
  - a. Incentives,
  - b. Selective enforcement,
  - c. Reciprocity of other inspection programs.
2. Whether to hold another workshop with the Village Board prior to finalization of the program ordinance, for the purpose of further discussion of issues with the rental property owners.
3. Whether the program should move forward or be deferred.

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ADOPTING A  
RENTAL PROPERTY LICENSING PROGRAM.**

WHEREAS, there are many dwelling units within the Village of Carol Stream, which are available as rental properties; and

WHEREAS, such units include single-family residences as well as multiple-unit buildings; and

WHEREAS, in recent years, and in particular as a result of difficult economic times, the Village has experienced situations in which dwelling units which do not comply with the ordinances of the Village have been made available for lease; and

WHEREAS, the occupancy of such dwelling units by citizens, often of limited economic means and without bargaining position regarding the condition of such dwelling units, results in a variety of health and safety issues; and

WHEREAS, the occupancy of such dwelling units, which are not in compliance with Village ordinances, may cause discomfort to individuals who reside in such dwelling units, and also in adjacent or nearby dwelling units; and

WHEREAS, the Village of Carol Stream wishes to begin a program of rental property licensing and inspection, not for the purpose of the production of revenue, but for the purpose of assisting tenants in having dwelling units which are in compliance with Village ordinances and to keep neighborhoods from becoming blighted;

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

SECTION 1: That there shall be added to Chapter 10, "Business Licensing and Regulation," a new Article 11, which will be entitled "Rental Property Licensing Program," and will read, as follows:

**ARTICLE 11**

**RENTAL PROPERTY LICENSING PROGRAM**

Section

- 10-11-1 Definitions
- 10-11-2 License required
- 10-11-3 License application
- 10-11-4 License term
- 10-11-5 License fees
- 10-11-6 Inspections
- 10-11-7 License transferability
- 10-11-8 Sale of property
- 10-11-9 Additional requirements
- 10-11-10 Inspections, violations, suspension and revocation of license
- 10-11-11 Tenant obligations
- 10-11-12 Consent to inspection, search warrants
- 10-11-13 Owner obligations
- 10-11-14 Owner liability for acts and omissions
- 10-11-15 Obligation to respond to alleged violation
- 10-11-16 Civil actions by the Village
- 10-11-17 Nonrenewal of license
- 10-11-18 Enforcement costs
- 10-11-19 Penalty

**§ 10-11-1 DEFINITIONS:**

For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms used in this article which are defined elsewhere in the Carol Stream Code of Ordinances, or in the adopted codes of the Village of Carol Stream, shall have the meanings ascribed to them in those codes.

**ABANDONED VEHICLE:** Any motor vehicle or other type of vehicle that is in a state of disrepair which renders the vehicle incapable of being driven in its condition; any motor vehicle or other vehicle that has not been moved for seven consecutive days or more and is apparently deserted; or any motor vehicle or other vehicle that does not have valid registration displayed on it.

**BUILDING:** A structure that is designed and built as an individual dwelling unit or a group of individual dwelling units, and is separated from another building by virtue of a firewall or fire separation assembly.

**CODE OFFICIAL:** That person designated by the Carol Stream Municipal Code as having authority for administration of the Property Maintenance Code.

**COMMON AREAS (EXTERIOR):** Those portions of a single-family or multiple-unit residential property that are located outside of the walls of the principle building(s) on the property, and are not under the ownership of any individual dwelling unit. Common areas include improvements or structures from time to time or at any time located or constructed on such common areas, such as private roads and streets, private sidewalks adjacent thereto, landscaping, detention ponds, utility facilities, trash enclosures, clubhouse buildings, playground equipment, swimming pools, tennis courts, basketball courts or any other recreational facilities, trail areas, parking areas, private driveways, detached garages, lighting fixtures, signage, mailboxes, street benches, entrance monuments, perimeter fencing, and other such improvements and structures. Common areas serve, in whole or in part, the dwelling units located on the residential property.

**COMMON AREAS (INTERIOR):** Any portion or part thereof of a multiple-unit dwelling having communal functions (i.e. laundry, furnace, storage rooms, hallways, stairways, meeting rooms) and all other areas located within a multiple-unit dwelling, outside of a dwelling unit, which the building owner is directly responsible for the proper maintenance thereof.

**CONDOMINIUM BUILDING:** A residential building which includes one or more dwelling units, each under individual, separate ownership, designed and built as a group of individual dwelling units within a multiple-unit dwelling or an attached single-family building, in which the dwelling units may touch by virtue of common or party walls, floors, ceilings and hallways, and which contains two or more dwelling units per building.

**COOPERATIVE BUILDING:** A residential building which includes one or more dwelling units, and which is owned by a legal entity, such as a corporation, and in which each shareholder in the legal entity is entitled to reside in a dwelling unit within the building.

**DWELLING UNIT:** Any rooms or group of rooms located within a residential building and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking and eating.

**MANAGING AGENT:** Any person or firm, acting for a rental property owner, with authority to rent, manage and/or make expenditures for the rental property.

**MULTIPLE-UNIT DWELLING:** A residential building, under one ownership, designed and built as a group of individual dwelling units, in which units may touch by virtue of common or party walls, floors, ceilings and hallways, and which contains three (3) or more dwelling units sharing common access. Each such structure that is separated from another structure, even if only by virtue of a firewall or fire separation assembly, and which may or may not have its own address, shall be considered a separate building.

**OWNER:** Any person who alone, jointly or severally with others has legal title to any detached single-family dwelling, attached single-family dwelling, condominium dwelling, or multiple-unit dwelling or dwelling unit, with or without accompanying actual possession thereof; or who has charge, care or control of any detached single-family dwelling, attached single-family

dwelling, condominium dwelling, or multiple-unit dwelling or dwelling unit, as owner, or other person; or is an executor, administrator, trustee or guardian of the estate of the owner; is a mortgagee in possession, or is a senior officer or a trustee of the association of unit owners of a condominium or homeowners' association, or any person with a legal or equitable interest in the property, including the beneficiary of a land trust.

**PERSON:** Any individual, firm, association, partnership, corporation, trust or any other legal entity.

**RENTAL PROPERTY:** Any attached or detached single-family dwelling, any condominium dwelling unit, or any cooperative building or multiple-unit dwelling in which one or more dwelling units is offered for rent or lease. The definition of rental property shall not include any owner-occupied single-family dwelling in which one or more rooms are used, or intended to be used, for living and sleeping, but not for cooking or eating purposes, and which space is rented or leased by the owner to any one or more persons.

**SINGLE-FAMILY DWELLING, DETACHED:** A single residential building under one ownership, designed and built as an individual dwelling unit.

**SINGLE-FAMILY DWELLING, ATTACHED:** An individual dwelling unit, under one ownership, designed and built as one of a group of two (2) or more individual dwelling units located within a residential building in which separate units touch by virtue of common or party walls, with each dwelling unit having its own individual access. Each dwelling unit that has its own address shall be considered a separate dwelling.

#### **§ 10-11-2 LICENSE REQUIRED.**

No person shall operate a rental property without having first obtained a license therefore from the Village. A separate license shall be required for each rental property as defined in this article. Licenses shall be issued by the Community Development Department in accordance with the provisions of this article.

#### **§ 10-11-3 LICENSE APPLICATION.**

(A) No such license shall be issued except upon written application filed with the Community Development Department. A complete application for a license shall be filed not less than thirty days prior to the issuance thereof. The legal titleholder to the rental property shall sign said application. Any person seeking to renew a license issued pursuant to this article shall file a completed application not less than thirty days prior to the expiration of the currently valid license. Application forms may be obtained from the Community Development Department and shall contain such information as the Department may, from time to time, require, including, but not limited to:

(1) Name, address, birth date, daytime, cellular and evening telephone numbers of each owner of the rental property. If the owner of the property is a corporation or limited liability company, then the legal name, address, work telephone number, and corporate or limited liability registration number shall be provided along with the name of the registered agent, his or her address and work telephone number, the names of those owning the stock of the corporation, and the names

of all partners in a limited liability company along with the person's address, birth date, daytime, cellular and evening telephone numbers. When the owner is a land trust, the application shall include the name and address of each person(s) holding a beneficial interest and/or power of direction therein along with the person's address, birth date, daytime, cellular and evening telephone numbers.

(2) Name, address, daytime and evening telephone numbers of any person appointed or serving as managing agent of the rental property. The above information shall also be provided for that employee of the managing agent specifically assigned to the rental dwelling if the managing agent is a corporation or limited liability company. If the managing agent is a corporation or limited liability company, then the legal name, address, work telephone number, and corporate or limited liability registration number shall be provided along with the name of the registered agent, his or her address and work telephone number must be included in the application.

(3) A copy of the written management agreement between the owner and the managing agent shall be attached to the application. If no written agreement exists, the owner and managing agent shall attach an executed statement setting forth the terms of the managing agent's authority to rent, manage, and make expenditures with respect to the rental property.

(4) Name, address, daytime and evening telephone numbers of the janitor(s) or engineer(s), if any, in charge of the maintenance of the rental property and its heating, cooling, plumbing and electrical systems.

(5) Name, address, daytime and evening telephone numbers of any person(s) (other than those listed pursuant to subsections (1), (2) and (4) of this section), if any, having authority to make any decision with respect to the management and/or maintenance of the rental dwelling.

(6) If no managing agent has been appointed, hired or utilized, then the name, address, daytime and evening telephone numbers of an agent authorized by the owner to accept notices and service of process shall accompany the application.

(7) A copy of the fire alarm system service contracts, where applicable, and a copy of the elevator system service contracts, where applicable.

(8) A copy of the most recent test results of annual testing of fire alarm and emergency lighting systems as required under §10-11-10(D) of this article.

(9) An irrevocable written consent by the owner permitting the duly authorized inspectors of the Village to enter upon any and all portions of the licensed rental property, during reasonable hours, for purposes of making the inspections required and/or permitted under this article, including the right to inspect individual dwelling units. Said irrevocable written consent for inspections shall be executed at the time of the issuance of a license as provided for herein, in a form substantially similar to the following:

(a) For the rental property owner: "Owner hereby agrees to allow duly authorized inspectors of the Village of Carol Stream free access to all portions of the premises at all reasonable hours for the purposes of conducting the Village's annual rental property inspections and follow-up inspections of the premises."



(b) For the tenant: "Lessee hereby agrees to allow the lessor/owner and duly authorized inspectors of the Village of Carol Stream free access to all portions of the premises at all reasonable hours for the purposes of conducting the Village's annual rental property inspections and follow-up inspections of the premises upon giving the Lessor twenty-four (24) hours prior written notice."

(10) An irrevocable written consent and agreement to pay all enforcement costs provided for by §10-11-16 of this article. Said irrevocable written consent to pay all enforcement costs shall be executed at the time of the issuance of a license as provided for herein, in a form substantially similar to the following: "Owner hereby agrees to pay all enforcement costs including reasonable attorney's fees, to the Village of Carol Stream for any and all enforcement actions deemed necessary when performing its annual Rental Property Licensing Program inspections of any property under said Owner's control."

**§ 10-11-4 LICENSE TERM AND EXTENSION.**

Each license granted hereunder shall be an annual license, the term of which shall commence on January 1 of a given year and shall expire on December 31 of the same year. During that year, the Village will conduct an annual inspection in accordance with §10-11-6.

**§ 10-11-5 LICENSE FEES.**

(A) Each application for a license shall be accompanied by a license fee. The license fee shall be determined by the following schedule:

**RENTAL PROPERTY LICENSE FEE SCHEDULE**

Type of Property	Annual License Fee
Single-Family Dwelling, Attached or Detached	\$90 per dwelling unit
Multiple-Unit Dwelling	\$30 per dwelling unit *

\* For multiple-unit buildings, a single rental property license is required per each building, and the license fee is based on the number of units within the building.

(B) If a completed license application is not submitted together with the required license fee prior to January 1 in any given year, the license fee shall be increased by twenty (20) percent; and further, the base license fee shall be increased by an additional twenty (20) percent on the first day of each subsequent month, until such time as a complete license application and the required license fee is paid. In the event that said application, along with the required license fee, is not filed as provided herein prior to April 1 in any given year, said license shall, at the discretion of the Village, not be issued.

(C) If the ownership of a building changes during the license year, a new license shall be required. No refund of any license fee paid shall be made. The license fee for the new owner shall be determined on a prorated basis. The new owner shall comply with the terms set forth herein.

(D) Notwithstanding any provisions contained hereinabove to the contrary, the owner of a multiple-unit dwelling containing more than one hundred (100) dwelling units may elect to pay the license fee in two installments. The first installment shall be in the amount of fifty (50) percent of the applicable license fee and shall be paid at the time of application for a license hereunder. The balance of the applicable license fee shall be paid on or before July 1 of the license year. In the event the balance of the applicable license fee is not paid on or before July 1 in any given year in which a license is required, said license shall be deemed to have terminated on July 2 of the license year, without further action by the Village.

(E) Notwithstanding any provision contained hereunder to the contrary, no license shall be renewed until such time as all fees, enforcement costs, court-ordered fines and costs, and other fees, including reasonable attorneys fees, as provided for by §10-11-16 of this article, have been paid.

### § 10-11-6 INSPECTIONS.

(A) *Compliance required.* Every rental property shall be owned and, by or on behalf of the owner, operated and maintained in full compliance with all applicable ordinances, codes and regulations of the Village.

(1) The first license applied for, for any rental property under this article, shall not be issued to any owner for any such rental property, in the event that at the time of application:

(a) An existing inspection report identifies any code violation which has not been corrected, and for which the time for the correction of said violation as noted in such inspection report has expired; or

(b) Litigation is pending with respect to code violations at such rental dwelling;  
or

(c) There remain any outstanding fees, costs, court-ordered fines and costs, or charges to the applicant or the rental dwelling for which the license is sought.

(2) Thereafter, the Village shall conduct an annual inspection of every rental property during the license year to determine if said rental property is in full compliance with all applicable ordinances, codes and regulations of the Village, which inspection is specifically consented to by the application, by virtue of submitting said application.

(B) *Scope of inspections.* Any inspections conducted pursuant to this section shall include the interior and exterior common areas and shall be limited to the detection of property maintenance code violations, as well as conditions affecting the life, health, safety and welfare of the occupants. The inspection shall include the interior of the dwelling units according to the following schedule:

(1) In detached and attached single-family dwellings, each entire dwelling and associated exterior property areas.

(2) In multiple-unit dwellings, a minimum of twenty (20) percent of the dwelling units in each building, rounded up.

(3) No dwelling unit having received an approved inspection as required by (2) above shall receive another inspection until all other dwelling units in the building in which it is located have been inspected.

(C) *Common areas of multiple-unit dwellings and cooperative buildings.* Where any common area as defined by this article serves a multiple-unit dwelling or cooperative building, no dwelling unit served in whole or in part by such common area shall be deemed to be in compliance with this article unless and until such common area is in full compliance with this article.

(D) *Exterior areas of attached and detached single-family dwellings.* Where there exists an exterior area, yard, garage, and/or accessory structure(s) under the control and/or ownership by the owner of an attached or detached single-family dwelling, no attached or detached single-family dwelling served by such exterior area shall be deemed to be in compliance with this article unless and until such exterior area is in full compliance with this article.

(E) *Common areas of attached single-family dwellings, condominium multiple-unit dwellings and cooperative buildings.* Where any common area as defined by this article serves attached single-family dwellings or condominium multiple-unit dwellings, such common areas shall not be included within the scope of the rental property license inspection of any rental dwelling unit.

#### **§ 10-11-7 LICENSE TRANSFERABILITY.**

A license issued pursuant to this article shall be valid with respect to one (1) specific rental property and may not be transferred to any other rental dwelling or any other owner or successor in interest.

#### **§ 10-11-8 SALE OF PROPERTY.**

(A) Notwithstanding any provision contained in this article to the contrary, a license issued pursuant to this article shall terminate upon the sale of the rental property described in such license and shall not be transferable.

(B) Any contract for the sale of a rental property shall be reported to the Community Development Department within seven (7) days of the execution thereof, and a copy of said contract shall be provided to the Village.

(C) No rental property shall be sold unless the rental property license is in good standing, with no outstanding violations remaining from the most recent annual inspection. In the case of a property having outstanding violations, the Village will withhold issuance of a property transfer stamp or, in the alternative, allow a performance guarantee in an amount approved by the Village to be placed in escrow for the purpose of abating the outstanding violations.

#### **§ 10-11-9 ADDITIONAL REQUIREMENTS.**

In addition to all other requirements set forth in this article, the following additional requirements shall be applicable to rental property:

(A) No owner or other person shall occupy or allow another person to occupy any dwelling unit unless it is clean, safe, sanitary, fit for human occupancy and complies with all applicable ordinances, codes and regulations of the Village.

(B) Every owner shall maintain in a safe, clean and sanitary condition the interior and exterior common areas.

(C) The owner of any rental property shall be responsible for the removal of any and all abandoned vehicles located on the premises of said rental property. Such removal shall be accomplished within seven (7) days from of notice from the Village. Such removals shall be accomplished as otherwise provided for in §14-1-13 of the Code of Ordinances of the Village of Carol Stream.

(D) The rental property owner shall be responsible for the maintenance and annual testing of fire alarm and emergency lighting systems. These systems shall be tested by an approved service company and a written report provided. The owner shall retain all test results.

(E) No rental property owner shall permit any dwelling unit to be occupied by a number of persons in excess of that which, in the opinion of the Code Official, can occupy the dwelling unit without creating conditions that endanger the life, health, safety and welfare of the occupants.

(F) In the event that the owner of a rental dwelling resides or has its principal office outside of the corporate limits of the Village of Carol Stream, the owner shall appoint a managing agent who is authorized to receive notices and process on behalf of the owner, and who:

- (1) Has an office at the multiple-unit dwelling with regular business hours, or
- (2) Lives at the multiple-unit dwelling and has regular business hours at that site, or
- (3) Has an office or is otherwise available within the corporate limits of the Village of Carol Stream during regular business hours.

(G) Every owner, or managing agent, if one is required or otherwise appointed, shall have in its possession and immediately available for inspection or use by the Village:

- (1) Keys to all common-area locks at the multiple-unit dwelling.
- (2) Copies of all current leases and their respective applications.
- (3) Copies of all lease applications for the past year.

(H) Every rental property owner shall report to the Community Development Department any change in the designation of any managing agent, at least seven (7) days prior to such change.

(I) From and after the effective date of this article, no dwelling unit shall be rented without a written lease having been executed on behalf of the owner and the tenant. Each such lease shall contain a provision whereby the tenant consents to the inspections required or otherwise permitted under this article, upon the giving of twenty-four (24) hour prior written notice posted on

the door of each dwelling unit. In addition, it shall be recommended to every rental property owner that the lease contain a crime-free lease addendum in a form substantially similar to Attachment A.

(J) From and after the effective date of this article, no dwelling unit shall be rented without the owner having first obtained a written application from the prospective tenant containing or having attached thereto the following information, and it shall be recommended that every rental property owner conduct careful background checks on the prospective tenant, to include the following:

- (1) Name, address, work and home telephone numbers of each applicant.
- (2) A list of the current and all residences during the previous three (3) years, including addresses, name of owner and reason for leaving.
- (3) Name, address, work and home telephone numbers of all other persons who will be residing in the dwelling unit.
- (4) Name, address and telephone number of nearest relative or friends (at least two (2)) for emergency contact purposes.
- (5) A certification as to the correctness of the information being provided.

**§ 10-11-10 INSPECTIONS, VIOLATIONS, SUSPENSION AND REVOCATION OF LICENSE.**

(A) Whenever, upon inspection of the licensed rental property, it is determined that conditions or practices exist which are in violation of the provisions of this article or any applicable ordinance, code or regulation of the Village of Carol Stream, the Village shall serve the owner with a notice of violation. Such notice shall identify the specific violations and state that unless the violations are corrected within the time specified in the notice, the owner shall be cited and the owner's rental license may be suspended. Notice pursuant to this section may be sent by U.S. certified mail, first class mail with the proper postage prepaid, private carrier delivery, or hand-delivered to the party designated in the application to receive notices and process.

(B) At the end of the time allowed for correction of any violation cited, the rental property shall be reinspected by the Village, which inspection is specifically consented to by the owner. If it is determined that the conditions have not been corrected, or they are not in the process of being corrected to the satisfaction of the Code Official, or his or her designee, the Village may issue a notice of intent to revoke the license. Tenant-caused violations will not be considered grounds for suspension of license as long as the licensee cooperates in abating the violations, which includes the filing of a forcible entry and detainer action against said tenant.

(C) Any person who has been served a notice of intent to revoke the license to operate a rental property shall be given the opportunity to be heard by the Village Manager in connection with the violations. Said person must submit his or her request to be heard in writing and the written request must explain in detail the violations cited, why they have not been corrected, and a compliance time frame for completion. However, if no written request for hearing reaches the Village Manager's office within twenty-one (21) days following the date the order of suspension is

issued, the license shall be revoked. The Village, as a result of such hearing, may grant additional time or may revoke the license. Prior to revocation, any person whose license has been suspended may request a reinspection for the purpose of showing that the violation or violations cited in the notice have been corrected.

(D) If, upon reinspection, it is determined by the Village that the violations cited in the notice have been abated, the license shall be reinstated by the Community Development Department. A request for reinspection must be filed within the twenty-one (21) day time period for requesting a hearing, unless the Code Official grants an extension to permit the process of abating the violations to continue.

(E) If the licensee is found guilty in a court of law of a violation of any provision of this article, or any applicable ordinance, code or regulation in connection with the licensed rental property, then the license shall be subject to revocation pursuant to the process set forth in §10-11-10(C).

(F) In the event a condition of extreme hazard to health or safety is found to exist, the Village may immediately revoke the license. The licensee shall be entitled to request a post-deprivation hearing by submitting his or her request to be heard in writing to the Village Manager's office within three (3) days from the date of the revocation, and the written request must explain in detail the violations that were the basis for the revocation, why they were not corrected, and a compliance time frame for compliance and completion.

(G) Each day a rental property continues to operate after a license has been revoked shall constitute a separate violation of this article.

(H) The first reinspection provided for in §10-11-10(B) shall be without charge to the owner. Thereafter, each additional reinspection shall be at a cost of seventy-five dollars (\$75.00) per hour per inspector, based on the number of inspector-hours required to make said inspections and prepare the required report. The minimum charge for any reinspection shall be seventy-five dollars (\$75.00), payable in advance of the reinspection.

#### **§ 10-11-11 TENANT OBLIGATIONS.**

No tenant shall violate any of the provisions of this article or any applicable ordinance, code or regulation of the Village of Carol Stream in the dwelling unit leased by the tenant. Further, the tenant shall:

(A) Comply with all obligations imposed upon tenants by provisions of the ordinances of the Village applicable to the dwelling unit;

(B) Keep that part of the premises that the tenant occupies and uses as safe as the condition of the premises permits;

(C) Dispose from his or her dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

(D) Keep all kitchen and bathroom fixtures and appliances in the dwelling unit or used by the tenant as clean as their condition permits;

(E) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning and other facilities and appliances, including any elevators in the premises;

(F) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;

(G) Not disturb the peaceful enjoyment of the premises for any other tenant;

(H) If required to do so within the rental agreement, pay for utilities and for garbage collection;

(I) Not sublet, permit boarders, or otherwise allow the use of the rental unit by the number of persons as shall violate any ordinance of the Village regarding the maximum occupancy of the rental unit;

(J) Not engage in or permit the unlawful sale, possession, serving, storage, deliverance, manufacture, cultivation, giving away or use of any controlled substance; prostitution; or gambling on the leased premises.

#### **§ 10-11-12 CONSENT TO INSPECTION; SEARCH WARRANTS.**

(A) Each owner, by operating under a license issued pursuant to this article, irrevocably consents to inspections by the Village entering any and all portions of the rental property subject to the owner's license during reasonable hours, for purposes of making the inspections required and/or permitted pursuant to this article, including the right to inspect individual dwelling units. The scope of said inspection shall be for purposes of ensuring that no property maintenance code violations, or code violations that would endanger the health, safety or welfare of the occupants, exist in the property. The irrevocable consent shall be provided with the license application, and shall be in a form substantially similar to that given in §10-11-3.

(B) Each lease entered into by an owner shall contain an irrevocable consent by the lessee granting unto the owner and the Village the right to inspect as otherwise provided for in this article.

(C) Upon forty-eight (48) hour notice to the owner (in the case of inspections to individual dwelling units, the owner shall notify the lessee), the owner and/or lessee shall provide access to such portions of the rental property, including dwelling units, which are otherwise inaccessible to Village inspections. During any inspection of an inaccessible portion of the rental property, owner shall designate a representative to accompany the Village inspector(s) during such inspection.

(D) Despite the irrevocable consent to inspections provided by this section, in the event that an owner or lessee objects to any such inspection, then prior to making any such inspection or taking any further action, the Village shall apply for an administrative search warrant to conduct such inspection.

(E) An administrative warrant sought pursuant to this section shall be sought in a court of competent jurisdiction based the existence of probable cause to believe that a violation of the ordinance has occurred or is occurring. For the purposes of this section, probable cause is not the same standard as used in obtaining criminal search warrants. In addition to a showing of specific evidence of an existing violation, probable cause can be found upon a showing of facts justifying further inquiry, by inspection, to determine whether a violation of any local ordinance is occurring. This finding can be based upon the following factors along with such other matters as it deems pertinent in its decision as to whether a warrant shall issue:

- (1) Eyewitness account of violations;
- (2) Citizen complaints;
- (3) Tenant complaints;
- (4) Plain view violations;
- (5) Violations apparent from Village records;
- (6) Property deterioration;
- (7) Age of property;
- (8) Nature of alleged violations;
- (9) Nature of surrounding area;
- (10) Similar properties in the area;
- (11) Documented violation on similar properties in the area;
- (12) Passage of time since last inspection;
- (13) Previous violations on the property;
- (14) The inspection of the premises in question was to be made pursuant to an administrative plan containing neutral criteria supporting the need for the inspection;
- (15) Previous inspections have shown violations of law and the present inspection is necessary to determine whether those violations have been abated;
- (16) Any other showing consistent with constitutional standards for probable cause in administrative inspections.



### **§ 10-11-13 OWNER OBLIGATIONS.**

(A) The rental property owner shall maintain the premises in substantial compliance with the applicable codes of the Village, and shall promptly make any and all repairs necessary to fulfill this obligation;

(B) The owner and tenant of any dwelling unit may agree that the tenant is to perform specified repairs and maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith and not for the purpose of evading the obligations of the owner and is set forth in a separate writing signed by the parties and supported by adequate consideration; and

(2) The agreement does not diminish or affect the obligations of the owner to other tenants in the premises.

(C) The owner, unless contrary to the terms of the rental agreement, shall supply heat, running water, hot water, electricity, gas, plumbing and garbage service. If the owner should fail to provide such services, they can be provided by the tenant during the period of the owner's non-compliance and the amounts expended by the tenant may be deducted from the rent. In the event that the tenant was obligated by the lease agreement to pay for garbage services and fails to do so, the owner, for as long as the tenant is in occupancy, shall be required to pay such charges in order to prevent a serious breakdown in public health. The amount paid by the owner shall become part of the tenant's obligated payments under the rental agreement.

### **§ 10-11-14 OWNER LIABILITY FOR ACTS AND OMISSIONS.**

Every act or omission of whatsoever nature constituting a violation of any provision of this article by any officer, director, manager, partner, trustee, employer, agent or managing agent of any owner shall be deemed to be the act of such owner, and such owner shall be punishable in the same manner as if such act or omission had been done or omitted by the owner personally.

### **§ 10-11-15 OBLIGATION TO RESPOND TO ALLEGED VIOLATION.**

If either the owner or the tenant shall believe that the other party has violated a provision of the rental agreement, that party shall notify the other party in writing of the alleged deficiencies through mailed or personal notice. The manner of the delivery of the notice shall be recorded. Any owner or tenant receiving such a notice of an alleged violation shall be required to respond in writing within 48 hours. In the event that an owner or a tenant wishes to involve the Village of Carol Stream in the alleged violation, a copy shall be served upon the Village, and that service shall be noted in the original letter. A failure by an owner or tenant to reply in writing within the required period of time, and to make a good-faith effort to correct the deficiency, shall be a violation of this article. Upon reviewing the correspondence of the party, the Village shall determine whether the nature of the alleged violations rises to the level of a violation under the terms and conditions of this article or any other provision of the Village Code. If there is no response or effort to correct the deficiency, or if a further investigation by the Village discloses a violation of the terms of the rental agreement or of a Village Code, the Village may enforce such breach as an ordinance violation.

**§ 10-11-16 CIVIL ACTIONS BY THE VILLAGE.**

Whenever the Code Official or a designee has reasonable cause to believe that any owner or tenant is engaged in a pattern of practice of violating the provisions of this article, the Village may bring a civil action, by filing a complaint setting forth the facts pertaining to such pattern of practice and requesting such relief, including an application for a permanent or temporary injunction, restraining order and damages against the owner or tenant responsible for such pattern of practice as may be necessary to insure compliance with the provisions of this article and the full enjoyment of the rights herein established.

**§ 10-11-17 NONRENEWAL OF LICENSE.**

A license issued pursuant to this article shall not be renewed unless the applicant is otherwise in conformance with the provisions of this article, including the correction of existing code violations in accordance with the provisions of this article and all other provisions of this Code.

**§ 10-11-18 ENFORCEMENT COSTS.**

(A) If any court of competent jurisdiction finds that any licensee has violated any provision(s) of this Code, such court shall award to the Village all of the Village's costs related to the enforcement of this Code, including, but not limited to, court costs, attorney fees, building inspector costs and administrative costs.

(B) In the event any court fails or refuses to award the Village all of its costs as provided for hereinabove, such unpaid costs shall constitute an additional license fee which shall be due and payable prior to the renewal of any license for the rental property in question. Such additional license fee shall be in addition to the license fee otherwise required by the provisions of §10-11-5 of this article. No license shall be renewed until such time as all costs provided for by this section have been paid.

**§ 10-11-19 PENALTY.**

In addition to any and all penalties provided for in this article, any person, firm or corporation who shall violate any provision of this article shall be fined in the amount set forth in the following schedule exclusive of all court costs and may be sentenced to up to six (6) months conditional discharge or court supervision.

Description Of Violation	Fine
First violation	\$250.00
Second or third violation	500.00
Fourth or subsequent violations	750.00

SECTION 2: This Ordinance amending the Municipal Code of the Village of Carol Stream 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 \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

AYES:

NAYS:

ABSENT:

\_\_\_\_\_  
Frank Saverino, Mayor

ATTEST:

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

**ATTACHMENT A**

**LEASE ADDENDUM FOR CRIME-FREE HOUSING**

1. Lessee, any member of Lessee's household, or a guest or other person under the Lessee's control shall not engage in criminal activity, including drug-related criminal activity, on or near the demised premises. "Drug-related criminal activity" means the *illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance* (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 812)).
2. Lessees or members of the Lessee's household, or a guest or other person under the Lessee's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
3. Lessee or members of the household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including but not limited to drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Lessee or members of the household will not engage in the manufacture, sale, possession or distribution of illegal drugs at any location, whether on or near the property, premises, or otherwise.
5. Lessee, any member of Lessee's household, or a guest or other person under the Lessee's control shall not engage in acts of violence or threats of violence, including but not limited to, the unlawful discharge of firearms, on or near the property premises.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This lease addendum is incorporated into the lease executed this day between the Lessor and the Lessees.

Signed in the presence of:

Witness: \_\_\_\_\_ Lessor: \_\_\_\_\_

Witness: \_\_\_\_\_ Lessee: \_\_\_\_\_



# Village of Carol Stream

Community Development Department

(630)871-6230

## Rental Property Inspection Guidelines

**Scheduling Inspections.** The Village's inspection staff will coordinate with the rental property owner to schedule inspections. It is the responsibility of the rental property owner to make arrangements with the tenants to gain access to dwelling units for inspection.

**Property Maintenance Code Requirements.** The following are examples of code violations that should be repaired by the rental property owner prior to the inspection. Doing so will eliminate the need for a reinspection.

- Leaking faucets and waste piping in kitchens and bathrooms.
- Broken window glass, damaged window hardware or water damaged window frames.
- Missing, disconnected or inoperable smoke detectors in hallways or common areas.
- Missing, disconnected or inoperable smoke detectors in individual sleeping rooms.
- Missing, disconnected or inoperable carbon monoxide detector (applies to units with gas appliances or furnaces).
- Missing or damaged window screens or door screens.
- Unit doors leading into a common hallway that do not self-close and self-latch.
- Damaged doors and inoperable or missing hardware.
- Missing or burned out light bulbs or inadequate lighting.
- Exposed electrical wiring or missing outlet cover plate.
- Unsecured or missing handrails or guardrails.
- Improper storage of materials at the stairways
- Combustible storage at the furnace room.
- Accumulations of garbage, rubbish or debris at the common areas or balconies.
- Deteriorated grout or caulking, or unsecured tiles at the shower wall.
- Unsecured or damaged floor coverings, or rotted floors.
- Water damage, chipping paint, holes or cracks at the walls and ceilings.
- Exterior surfaces not protected from the elements to prevent deterioration and water damage.
- Interior surfaces that are no longer durable, impervious to water or effective for cleaning and sanitation.
- Infestations of insects or rodents within the building common areas or dwelling units.
- Disconnected or damaged vent pipes at water heaters, furnaces and boilers.
- Occupancy by a number of occupants greater than that which can occupy the dwelling unit without creating conditions that endanger the life, health, safety and welfare of the occupants.
- Deteriorated, damaged or unsecured down spouts and gutters.

**Follow-Up Inspection.** The Village's inspection staff will advise the rental property owner of the deadline for correction of code violations, and will coordinate with the owner to schedule the reinspection.

*Village of Carol Stream*  
Rental Property Licensing Program



Informational Meeting  
November 11, 2009




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*Village of Carol Stream*  
Rental Property Licensing Program

Meeting Outline:

- 1) Introduction & Goals of the Program
- 2) Project History
- 3) Program Overview
- 4) Draft Fee Schedule
- 5) Frequently Asked Questions (FAQs)
- 6) Program Schedule




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*Village of Carol Stream*  
Rental Property Licensing Program

Introduction & Goals of the Program

- High-priority project directed by Village Board
- Purpose of program is to ensure specific minimum housing standards for all Carol Stream residents
- Would establish minimum standards for owners and tenants, and ensure compliance with standards
- Would provide consistent enforcement of Property Maintenance Code
- Protect property values
- Preserve and enhance community character




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*Village of Carol Stream*  
**Rental Property Licensing Program**

**Project History**

- Researched existing programs in other communities
- Researched types of problems present in Carol Stream
- Focused on Property Maintenance Code standards
- Developed draft program ordinance, draft fee schedule and inspection checklist
- Coordinated with Village Board throughout program development to ensure consistency with Board's vision




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*Village of Carol Stream*  
**Rental Property Licensing Program**

**Program Overview**

- 20% of multiple-unit dwellings inspected annually
- 50% of single-family attached and detached rental units inspected annually
- Annual license required
- License fees intended to cover program administration costs
- Inspections performed by professional consultant
- Inspections scheduled in cooperation with property owner




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*Village of Carol Stream*  
**Rental Property Licensing Program**

**Draft Fee Schedule**

<b>Type of Property</b>	<b>Annual License Fee</b>
Single-Family Dwelling, Attached or Detached	\$90 per dwelling unit
Multiple-Unit Dwelling	\$30 per dwelling unit*

\*For multiple-unit buildings (apartments), a single rental property license is required for each building, and the license fee is based on the number of units within the building.




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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: Why is Carol Stream creating a rental property licensing program?

A: The Village Board wishes to create a program that would help ensure that every resident of Carol Stream can expect housing that meets acceptable standards.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: How much will a rental license cost?

A: The final license fees have not yet been determined. The tentative schedule, which is contained in Section 10-11-5 of the draft ordinance, matches the slide discussed in this presentation.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: Will my rental property have to be inspected each year?

A: The program is currently designed to inspect single-family homes and townhomes every other year. In apartment buildings, 20% of the units would be inspected each year.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: If I sell my rental property part of the way through the year, would I receive a partial refund of the license fee?

A: Since the license would be valid for an entire year, the Village does not plan to issue refunds at this time.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: Where can I obtain an application for the rental licensing program?

A: Applications will be made available in the near future. The Village also plans to mail applications to all rental property owners.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: Are owners of rental properties required to live in, or have offices in, Carol Stream?

A: The intention is to require the owner or a representative of the management company of an apartment building or complex to live in or have offices in Carol Stream. This will be clarified before the ordinance is finalized.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: What if my renter complains to the Village, and the complaints are unfounded?

A: The Village will respond to legitimate complaints of Property Maintenance Code violations. Inspectors will not pursue enforcement if no violation is found.



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*Village of Carol Stream*  
Rental Property Licensing Program

Frequently Asked Questions (FAQs)

Q: How would the program assist rental property owners in dealing with tenants?

A: The draft ordinance provides obligations of the tenants of rental properties. Persons found to be in violation of the ordinance may be subject to civil action by the Village as set forth in the ordinance. This program is not, however, intended to assist rental property owners or tenants with enforcement of specific lease provisions.



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*Village of Carol Stream*  
Rental Property Licensing Program

Anticipated Program Schedule

- Board Action on Ordinance and Consultant Contracts: December 2009
- Mailing of Program License Applications: Early 2010
- Inspections: Beginning May 1, 2010



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*Village of Carol Stream*  
Rental Property Licensing Program

Note: Please be sure to sign the sign-in sheet so that you can receive future program updates

Questions??? Please contact:

Bob Glees  
Community Development Director  
[bglees@carolstream.org](mailto:bglees@carolstream.org)  
(630) 871-6231

Don Bastian  
Assistant Community Development Director  
[dbastian@carolstream.org](mailto:dbastian@carolstream.org)  
(630) 871-6233



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# AGENDA ITEM

6-3 11-16-09

## Village of Carol Stream

### INTER-DEPARTMENTAL MEMO

**TO:** Mayor & Trustees

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

**DATE:** November 12, 2009

**RE:** Telecommunications Service Provider – PRIME Circuits

The Village currently receives its landline phone service through Call-One, a reseller of AT&T telephone services. In 2006 we were able to take advantage of prices bid by the Suburban Purchasing Cooperative (SPC) that includes the DuPage Mayors and Managers Conference, Northwest Municipal Conference, South Suburban Mayors and Managers Association and the Will County Governmental League. The SPC has again selected Call-One as the preferred telecommunications provider for its members at significant savings over current rates. The Village currently spends approximately \$4,689.35/month for landline phone service. The new Call-One rate is \$4,243.86/month, an approximate 10% savings over our current rate.

Call-One is the telecommunication service provider for 60 municipalities in the Northwest Municipal Conference purchasing cooperative as well as several hospitals and libraries on the north shore. The Call-One service should save the Village over \$16,037.64 over the 36-month term of the agreement. It is recommended that the Village Board award the contract for telecommunications services to Call-One per the terms of the attached proposal. I am available to answer any questions.

Attachment

Cc: Joseph E. Breinig, Village Manager

SAVINGS ANALYSIS						
	% Discount 15%			% Discount 15%/25%		
VILLAGE OF CAROL STREAM	Current Vendor			Call One SPC		
	Rate	Qty	Charge	Rate	Qty	Charge
<b>Monthly Service Charges</b>						
POTS Lines - Area C	\$21.00	37.0	\$777.00	\$10.94	37.0	\$404.76
Different Premise Address	\$29.00	1.0	\$29.00	\$29.00	1.0	\$29.00
Remote Call Forward	\$19.50	1.0	\$19.50	\$5.50	1.0	\$5.50
Federal Access Charge (EUCL)	\$4.88	37.0	\$180.56	\$4.88	37.0	\$180.56
PRI	\$325.00	2.0	\$650.00	\$375.00	2.0	\$750.00
PRI Federal Access Charge (EUCL)	\$24.40	2.0	\$48.80	\$24.40	2.0	\$48.80
DID's	\$0.05	234.0	\$11.70	\$0.10	234.0	\$23.40
Circuits	\$92.20	8.0	\$737.60	\$69.15	8.0	\$553.20
Circuits	\$173.70	3.0	\$521.10	\$130.28	3.0	\$390.83
Circuits	\$38.10	1.0	\$38.10	\$28.58	1.0	\$28.58
Circuits	\$52.80	1.0	\$52.80	\$39.60	1.0	\$39.60
Circuits	\$1,392.10	1.0	\$1,392.10	\$1,044.08	1.0	\$1,044.08
Circuits	\$294.20	1.0	\$294.20	\$220.65	1.0	\$220.65
Circuits	\$204.20	1.0	\$204.20	\$153.15	1.0	\$153.15
Features	\$12.50	1.0	\$12.50	\$10.63	1.0	\$10.63
<b>Total Local Service Charges</b>			<b>\$4,969.16</b>			<b>\$3,882.72</b>
<b>Local Usage</b>						
Band A (0-8 miles)						
Initial Minutes	\$0.0085	8,201.2	\$69.71	\$0.0085	8,201.2	\$69.71
Band B (8-15 miles)						
Initial Minutes	\$0.0180	7,500.6	\$135.01	\$0.0180	7,500.6	\$135.01
Band C/Local Toll (over 15 Miles)	\$0.0180	5,188.9	\$93.40	\$0.0180	5,188.9	\$93.40
Local Toll	\$0.1000	18.8	\$1.88	\$0.0180	18.8	\$0.34
<b>Total Local Usage Charges</b>			<b>\$300.00</b>			<b>\$298.46</b>
Directory Assistance	\$1.99	7.0	\$13.93	\$1.99	7.0	\$13.93
Nat'l Directory Asst	\$1.99	0.0	\$0.00	\$1.99	0.0	\$0.00
<b>Long Distance:</b>						
Intralata	\$0.0180	65.6	\$1.18	\$0.0180	65.6	\$1.18
Intrastate	\$0.0290	463.8	\$13.45	\$0.0290	463.8	\$13.45
Interstate	\$0.0290	1,176.6	\$34.12	\$0.0290	1,176.6	\$34.12
<b>Total Long Distance charges</b>			<b>\$48.75</b>			<b>\$48.75</b>
Rewards/Credits			-\$642.49			
<b>TOTAL MONTHLY CHARGES</b>			<b>\$4,689.35</b>			<b>\$4,243.86</b>
<b>TOTAL MONTHLY SAVINGS</b>						<b>\$445.49</b>
<b>PERCENTAGE OF SAVINGS</b>						<b>10%</b>
<b>TOTAL ANNUAL SAVINGS</b>						<b>\$5,345.88</b>
Rates reflect AT&T 2009 increases.						
Circuits reflect a 25% discount						
Estimated AT&T Early Termination Charges						\$0.00
Estimated LD Early Termination Charges						\$0.00
Estimated Total Charges						\$0.00
<b>1ST YEAR SAVINGS</b>						<b>\$5,345.88</b>
<b>3 YEAR SAVINGS</b>						<b>\$16,037.64</b>



*A Joint Purchasing Program  
For Local Government Agencies*

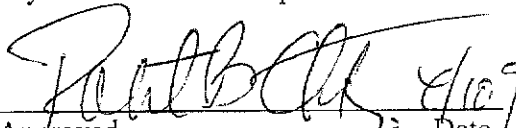
**ADDENDUM TO  
SUBURBAN PURCHASING COOPERATIVE / CALL ONE  
TELECOMMUNICATIONS PROGRAM AGREEMENT**

Pursuant to a request for proposals circulated by the Suburban Purchasing Cooperative (SPC), Call One Telecommunications was selected as the preferred telecommunication provider for the members and affiliates of the:

- Northwest Municipal Conference
- South Suburban Mayors & Managers Association
- Will County Governmental League
- DuPage Mayors & Managers Conference

The term of the proposal is one year and includes 4, one-year renewal options at the discretion of the SPC. The proposal also includes a discount off of the tariff rates for lines, circuits, and features. These discounts are 5% for a one-year agreement, 10% for a two-year agreement, and 15% for a three-year agreement. The SPC and Call One have agreed that the "member customer" can obtain the 15% three-year discount by agreeing to a one-year Customer Service Agreement that will automatically be extended when, and if, the SPC exercises its annual option. In the event the SPC fails to exercise its option, the member customer can terminate its agreement without penalty or continue as a Call One customer, and receive the preferred pricing by entering into a three-year term agreement. The 15% discount will also apply to the 4<sup>th</sup> and 5<sup>th</sup> option years. This discount does not apply to ISDN PRI circuits which are contracted separately.

If your intent is to accept the terms of this addendum, please sign and approve where indicated.

  
Approved \_\_\_\_\_ Date 8/10/09  
Call One

  
Approved \_\_\_\_\_ Date 03/31/09  
Suburban Purchasing Cooperative

\_\_\_\_\_  
Approved Member Customer      Date

\_\_\_\_\_  
Municipality

<i>DuPage Mayors &amp; Managers Conference 1220 Oak Brook Road Oak Brook, IL 60523 Suzette Quintell Phone: (630) 571-0480 Fax: (630) 571-0484</i>	<i>Northwest Municipal Conference 1616 East Golf Road Des Plaines, IL 60016 Larry Widmer Phone: (847) 296-9200 Fax: (847) 296-9207</i>	<i>South Suburban Mayors And Managers Association 1904 West 174<sup>th</sup> Street East Hazel Crest, IL 60429 Ed Paesel Phone: (708) 206-1155 Fax: (708) 206-1133</i>	<i>Will County Governmental League 3180 Theodore Street, Suite 101 Joliet, IL 60435 Anna Bunger Phone: (815) 722-7280 Fax: (815) 722-0528</i>
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# Customer Service Agreement

**Suburban Purchasing Cooperative**  
 • Board of Directors  
 • 1001 North Wacker, Chicago, IL  
 • South Suburban Merchants Association  
 • South Suburban Merchants Association  
 • South Suburban Merchants Association

This Customer Service Agreement ("Agreement") authorizes United Communication Systems, Inc. d/b/a Call One®, with a principal place of business at 123 North Wacker, Floor 7, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth on Page 2 of this Agreement.

Customer \_\_\_\_\_

Billing address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**Billing Telephone Numbers (BTN) associated with this account:**

Physical Location	City	BTN
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Please check box to determine term and discount**

- 1 year 15% discount on lines, features, and non-termed circuits
- 2 year 15% discount on lines, features, and non-termed circuits
- 3 year 20% discount on lines, features, and non-termed circuits

**Additional Services**

Outbound I+ Interstate	.029 \$/min
Outbound I+ In-State	.029 \$/min
Inbound 800/888 Interstate	.029 \$/min
Inbound 800/888 In-State	.029 \$/min
Calling Card(s)-Domestic	.15 \$/min

Third Party Commitment(s): \_\_\_\_\_

**Usage Rates**

Band A: .009 \$/min  
 Band B: .019 \$/min  
 Band C: .019 \$/min

**Non-Recurring Charges:**

Service/Additional Terms: Member of SPC.  
 \$14.12 per service order.

Agreed and Accepted By  
 Customer:

Call One:

\_\_\_\_\_  
 Authorized signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print name

## Terms and Conditions

1. **Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided. Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term.
2. **Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
3. **Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
4. **Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that it shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
5. **Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date *times* the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
6. **Conversion.** Customer may at any time during the Term convert its Service to another Call One agreement under a contract term that is equal to or greater than the Term remaining under this Agreement and under which Customer's financial commitment is equal to or greater than the remaining commitment under this Agreement. In such event, early termination charges shall not apply.
7. **Inside Wiring.** All inside wiring required by customer to complete the installation of the Service will be charged at \$75 for the trip charge and \$100 per hour. In addition, any installation charges identified on Page 1 of this Agreement as a "Non-Recurring Charge" applies only to the initial Service install, it does not include the jacks or other inside materials and wiring.
8. **Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
9. **Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at [www.callone.com](http://www.callone.com).
10. **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
11. **Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

Customer initials \_\_\_\_\_

Call One initials \_\_\_\_\_



689 33

**United Communications Systems  
Provisioning & Billing Instructions Form**

Rep#: 1 Sales ID# 310689

Contact: \_\_\_\_\_ / phone / fax / email

Tech Contact: \_\_\_\_\_ / phone / fax / email

Company Info \_\_\_\_\_  
\_\_\_\_\_

Term Agreement

Rates/Discount	Band A	<u>.009</u>	Band B	<u>.019</u>	Band C	<u>.019</u>	Calling Card	<u>.15</u>
LD rates	1+ Interstate	<u>.029</u>	1+ In-State	<u>.029</u>	800/888 Interstate	<u>.029</u>	800/888 In-State	<u>.029</u>

**Non-Recurring Charges:**

**Additional Terms:**

**Third Party Comments:**

**Commission waiver:**

**BTNs:**

\*\* Installation preference \*\*  Certificate of insurance.

Provisioning/Billing Instructions:  Main location pays

Member of SPC.

# *SUBURBAN PURCHASING COOPERATIVE*

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## *A Joint Purchasing Program for Local Governments*

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To: Administrators, Finance Directors, Managers, Mayors, and Purchasing Agents

From: Lawrence F. Widmer Jr., CPPB  
Deputy Director, NWMC

Date: December 18, 2008

Subject: Suburban Purchasing Cooperative (SPC) Telecommunications Contract

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The Suburban Purchasing Cooperative (SPC) is pleased to announce that the 2009 Telecommunications contract has been awarded to **Call One**.

This contract shall remain in effect from January 1, 2009 through December 31, 2009. The SPC reserve the right to extend the contract term for up to four (4) additional one-year terms upon mutual agreement of both parties on a negotiated basis.

SPC held a RFP bid opening on December 5, 2008 at the NWMC offices. Bids were received from Call One and Cimco. The proposal submitted by Cimco was rejected due to non-compliance with contractual terms.

Call One has been found to be fully compliant as a responsive and responsible bidder. Call One has held contracts for the past seven years and has made the program a huge success for the SPC and participating municipalities. Call One remains highly competitive in today's telecommunication market.

Attached please find a copy of the SPC / Call One contract letter. Also attached from the Request for Proposal is the Executive Summary, Responses to Functional Requirements, Required and Desirable Features price sheets (**Appendix B**); POTS Lines rates and terms (**Addendum A**); International Service prices (**Addendum B**); and Data Services pricing and terms (**Addendum C**). Please contact your SPC representative for a complete copy of the RFP.

**Call One Contact:**  
**Robert Chatz**  
**1000 Skokie Blvd, Suite 320**  
**Wilmette, IL 60091**  
**Office: 847-920-9600**

### Attachments

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*Northwest Municipal  
Conference*  
1616 East Golf Road  
Des Plaines, IL 60016  
Larry Widmer  
Phone: (847) 296-9200  
Fax: (847) 296-9207

*South Suburban Mayors  
and Managers Association*  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Ed Praesel  
Phone: (708) 206-1155  
Fax: (708) 206-1133

*Will County  
Governmental League*  
50 East Jefferson Street  
Suite 101  
Joliet, IL 60432  
Anna Bunger  
Phone: (815) 722-7280  
Fax: (815) 722-0528



# A Joint Purchasing Program For Local Government Agencies

December 16, 2008

Mr. Craig Foster  
Call One  
123 North Wacker Drive,  
Chicago, IL 60661

Dear Mr. Foster:

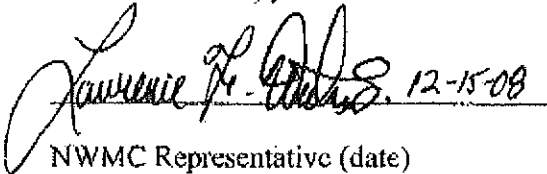
On behalf of the Suburban Purchasing Cooperative (SPC), I am pleased to inform you that Call One has been awarded the 2009 SPC Telecommunications contract. This contract shall remain in effect from January 1, 2009 through December 31, 2009. The SPC reserve the right to extend the contract term for up to four (4) additional one-year terms upon mutual agreement of both parties on a negotiated basis.

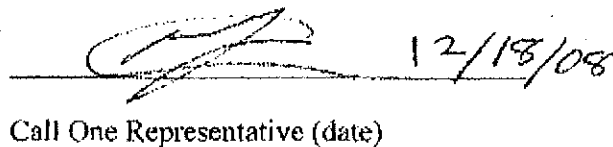
The awarded vendor is required to provide the NWMC purchasing agent a quarterly usage report (May, June & July/August, September & October/November, December & January/and February, March & April). This report shall detail each individual ordering agencies orders by Council of Government, monetary amount for each order, and grand totals. A check for the 2% administrative fee is required to be paid on a quarterly basis and detailed in the reports.

The vendor is required to hold bid prices constant for the first year of the contract. If a contract extension is exercised, the vendor is required to provide written documentation from the manufacturer/supplier proving any price increases and/or decreases for items originally bid.

SPC reserves the right to terminate this contract at any time and for any reason during its period of performance upon giving thirty (30) days written notice to Call One of such cancellation. Call One must provide the SPC with sixty (60) days written notice if they wish to terminate the contract.

Please make a copy of this contract memorandum and return the original to the NWMC for our files.

 12-15-08  
NWMC Representative (date)

 12/18/08  
Call One Representative (date)

*Northwest Municipal  
Conference*  
1616 East Golf Road  
Des Plaines, IL 60016  
Larry Widmer  
Phone: (847) 296-9200  
Fax: (847) 296-9207

*South Suburban Mayors  
And Managers Association*  
1904 West 17<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Ed Paesel  
Phone: (708) 206-1155  
Fax: (708) 206-1133

*Will County  
Governmental League*  
50 East Jefferson Street  
Suite 101  
Joliet, IL 60432  
Anna Burger  
Phone: (815) 722-7280  
Fax: (815) 722-0528



## Executive Summary

Call One has instituted a choice of term option specifically for the Suburban Purchasing Cooperative members. The Call One service agreement enables the customer the opportunity to choose a 12-month, 24-month or 36-month term tied to discounts. Call One feels that flexibility and pricing are essential for all monthly recurring charges in regards to municipalities. Call One's extensive experience in providing local, long distance, data and internet services to municipalities has taught us that the vast majority of the cost per month as it pertains to telecommunication services resides in the non-fermed low baud circuits (alarm lines) and POTS lines. The Illinois Commerce Commission has routinely approved tariff increases for both the non-fermed low baud circuits (alarm lines) and POTS lines over the course of the past five years. These increases have drastically affected member municipalities yearly telecommunication budgets however Call One's savings in comparison to the competition have provided needed relief to which our clients will attest.

Call One's monthly discounts for features and non-fermed low baud circuits (alarm lines) are as follows:

- 12-Month - 5% Discount
- 24-Month - 10% Discount
- 36-Month - 15% Discount

Please see "Addendum A" for Call One's reduced POTS line pricing. This pricing will provide additional pricing relief to members of the SPC.

The pricing set forth herein will be maintained for the term of the award without increase. We call your attention to the fact that Call One has reduced the rates three times between 2002 and 2009 unilaterally in order to assist member municipalities with increased tariff pricing. Call one will follow the same philosophy if it is selected as the telecommunications provider for 2009 and beyond.

## Responses to Functional Requirements

**3.1** Please see Appendix B (Located Under "Financial and Contractual" Tab)

### **3.2 Configuration Requirements**

Call One will not require any changes to the existing underlying networks in order to provide services to current clients or to existing clients of AT&T. Call One will need to review and evaluate the networks for any municipalities that are not current customers or AT&T customers. In order to provide service to those municipalities, Call One might be required to install new data services or voice services. Before any changes to any municipal networks, Call One will conduct a thorough study and present its results to the appropriate entities and gain approval.

### **3.3 Feature Descriptions**

**Local Service** – Local Service consists of POTS lines and Centrex lines for access to the PSTN and local usage. Clients may also use ISDN PRI's for local access to the PSTN. Local service is charged on a monthly recurring basis for POTS lines, Centrex lines and ISDN PRI, while usage is billed on a per minute of use basis.

**Long Distance** – Long Distance consists of the ability to access the PSTN to make calls outside of the LATA. Long Distance service is charged on a per minute of use basis. Call One does not charge any monthly fees for long distance service.

**Analog and Digital Circuits** – Analog circuits are used primarily for dedicated low speed voice and data communications. Examples of these would be voice tie lines and alarm circuits. These circuits are charged on a monthly recurring basis with charges determined by mileage between locations and circuit type e.g. alarm circuit, voice tie lines.

Digital Circuits are used for higher speed data communications and to integrate voice and data communications on a single facility. The transmission speed for digital circuits can range from 9.6 KBPS up to 1.5 MBPS with higher speeds available for more intensive data transmission needs. These circuits are charged on a monthly basis determined by circuit speed and mileage between locations.

**Voice Mail/Fax Mail** -- Integrated line service that allows unanswered or busy ring calls to be answered in an automated fashion.

**Internet Service** -- Call One provides several types of Internet Service. Call One can provide ADSL services, IDSL services, SDSL services, and Internet T1 service. The specific service to be used for a municipality would be determined after a study of the data transmission needs and mapping the mileage from the municipal data center to the Call One central office that supports that location.

**Support** - Our goal of always connecting goes beyond our products and services. We know that the connections we make with our clients depend on our understanding of their needs, our longtime experience in telecommunications management and our commitment to customer service.

**Billing** - Call One provides all of our clients with 24-hour support plus access to an electronic bill presentation system. Under the FCC's Truth-in-Billing rules, phone companies must provide clear, non-misleading, plain language in describing bill services. A more complete description of charges are provided on the FCC website at FCC Consumer Facts website.

#### **CODA: Call One Digital Access**

In order to monitor your telecommunications costs and usage, go to [www.callone.info](http://www.callone.info) to sign up for access to your account. You will need the first page of a recent bill to provide information necessary to sign up for this free service.

Features include:

- \* Multiple account management
- \* PDF copy of your paper bill
- \* Account summary
- \* Call detail reports
- \* Current local and LD rates

All this will be available without needing to remember another username and password. We will email you a link every month which you can use to access your account.

**VOIP** -- Call One offers two different flavors of VoIP - equipment based and hosted/trunk replacement due to the varying VoIP needs of various municipalities.

### 3.4 Volume Commitments

- e Call One is offering all SPC members the flexibility of 12-Month, 24-Month and 36-Month Terms. Call One does not require any volume commitments

### 3.5 Forward Strategy - At Call One, we are Always Connecting

We connect to our clients by offering them a single source for integrating voice, data, video and internet services with phone systems and network equipment, wiring, installation and management. We build connections for our clients to the leading technologies that best meet their unique business requirements. We build connections with our clients by staying focused on our relationship-driven customer service and customized billing and service solutions.

Our mission is to connect our clients to the products and services that best meet their business goals and expectations. As the boundaries of telecommunications continue to expand, Call One is uniquely positioned to take advantage of new technologies and to offer a single source of traditional and leading edge technologies regardless of carrier or vendor. While competitive pricing attracts many of our clients, Call One's commitment to service is what builds our long-term relationships.

# AGENDA ITEM

H-1 11-16-09

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE FOR  
OUTDOOR ACTIVITIES & OPERATIONS  
(815 KIMBERLY DRIVE)**

WHEREAS, Michael Meinke, Advanced Manufacturing Engineer for Hart & Cooley, has requested approval of a special use permit in accordance with Section 16-10-2(B)(14) of the Carol Stream Zoning Code to allow for the outdoor activities and operations in the form of the installation of two outdoor tanks, in the I-Industrial District; and

WHEREAS, pursuant to proper legal notice, on November 9, 2009, the Combined Plan Commission/Zoning Board of Appeals considered the request for this special use and has determined that it would not pose a negative effect on property values in the area nor will it be unreasonably detrimental to the public health, safety or general welfare; and

WHEREAS, the corporate authorities find that the granting of this special use to allow the outdoor installation of two storage tanks on the property would not be inconsistent with surrounding uses nor be contrary to the intent of the Zoning Code of the Village, provided certain conditions are met.

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

SECTION 1: That the property legally described below, commonly known as 815 Kimberly Drive, be granted a special use to allow 2 tanks to be installed outdoors on the property on the west side of the building, as shown on the attached plans and provided the following conditions are met:

1. The applicant must obtain a building permit prior to the installation of the tanks.



2. That the tanks must be removed if they are no longer needed as part of the process operations taking place within the building.
3. That the tanks shall be enclosed within a seven foot tall security fence with tan screening slats that will match the slats in the adjacent trash compactor enclosure.
4. The facility must comply with all state, county and Village codes and requirements.

**LEGAL DESCRIPTION:**

Part of Lot 1 in Grainger Resubdivision, being a Resubdivision of Lots 9 through 37, both inclusive, in Block 2 in Carol Point Business Center, being a subdivision parts of the southeast  $\frac{1}{4}$  of Section 20, the northeast  $\frac{1}{4}$  of Section 29, and the northwest  $\frac{1}{4}$  section of Section 28, Township 40 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded May 29, 2003 as Document R2003-200184 in DuPage County, IL.

SECTION 2: This Ordinance shall be in full force and effect from and after the passage, approval and publication in pamphlet form as provided by law, provided, however, that this Ordinance is executed by the owners of the subject property or such other party in interest, consenting to and agreeing to be bound by the terms and conditions contained within this Ordinance. Such execution and delivery to the Village shall take place within sixty (60) days after the passage and approval of this Ordinance or within such extension of time as may be granted by the corporate authorities by motion.

SECTION 3: That failure of the owner or other party in interest, or a subsequent owner or other party in interest, to comply with the terms of this Ordinance, after execution of said Ordinance, shall subject the owner or party in interest to the penalties set forth in Section 16-17-7, A and B of the Village of Carol Stream Zoning Code and/or termination of the special use after notice and public hearing in accordance with the procedures required by statute and the Carol Stream Zoning Code for an amendment to the Zoning Ordinance.

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF NOVEMBER 2009.

AYES:

NAYS:

ABSENT:

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

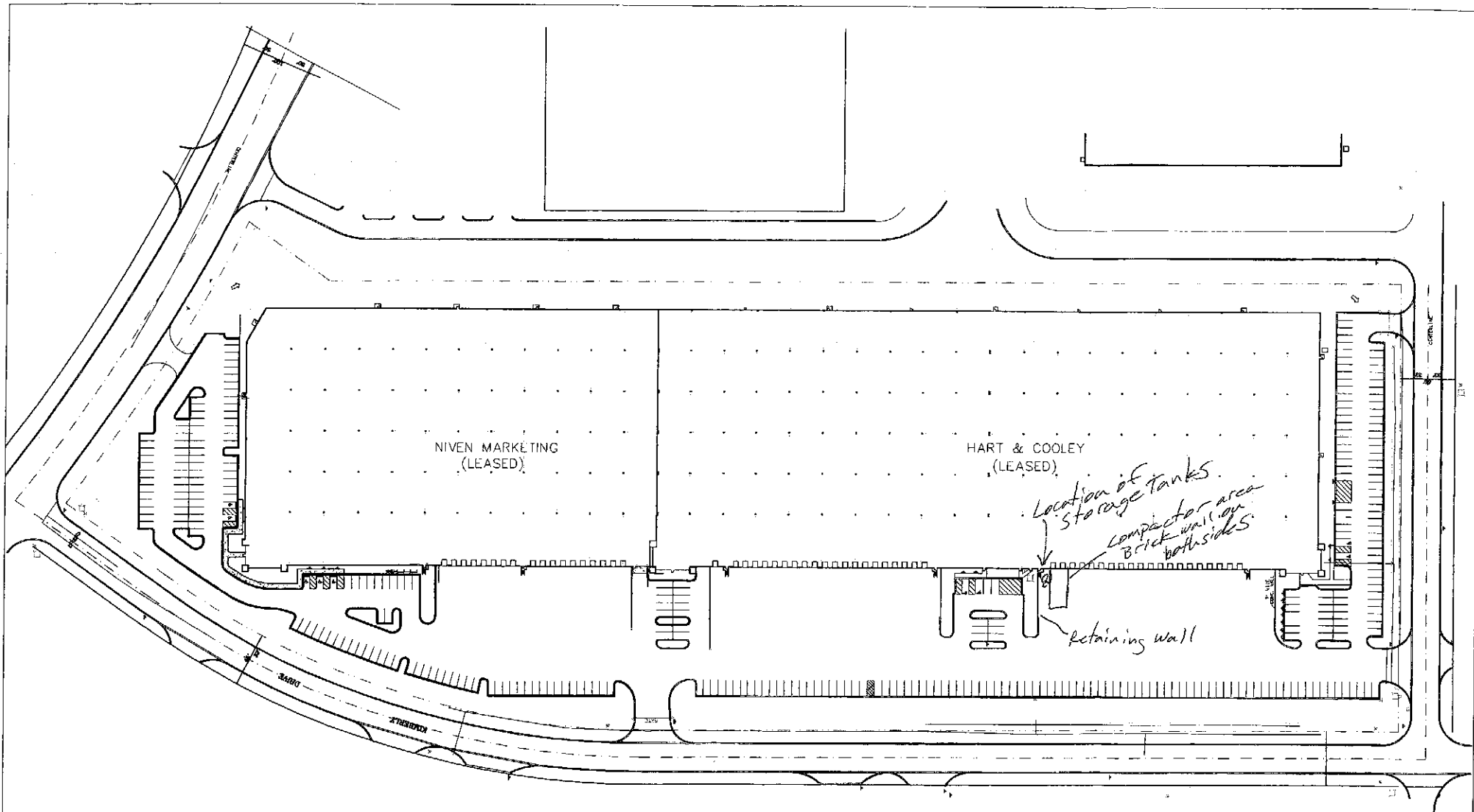
ATTEST:

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

I, \_\_\_\_\_, being the owner or other party of interest of the  
(please print)  
property legally described within this Ordinance, having read a copy of the Ordinance,  
do hereby accept, concur and agree to develop and use the subject property in  
accordance with the terms of this Ordinance.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(signature)



SITE PLAN  
 SCALE: NOT TO SCALE  
 09/09/09



HWS ARCHITECTS, INCORPORATED  
 230 WEST MONROE STREET, SUITE 210  
 CHICAGO, ILLINOIS 60606  
 TELEPHONE: 312.332.2000  
 FAX: 312.332.2004  
 E-MAIL: hws@hwsarchitects.com  
 WWW: WWW.HWS

SITE PLAN  
 CAROL STREAM BUILDING #4 - KIMBERLY DRIVE  
 CAROL STREAM, ILLINOIS

**AGENDA ITEM**

H-2 11-16-09

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING SECTION 10-5-10  
OF THE VILLAGE CODE  
(REAL ESTATE TRANSFER TAX)**

BE IT HEREBY 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 Section 10-5-10, Tax Imposed, of the Village of Carol Stream  
Municipal Code is hereby amended to read as follows:

**§5-10-1 - TAX IMPOSED.**

A tax is imposed on the privilege of transferring title to real estate within the corporate limits of the village, on the privilege of transferring a beneficial interest in real property which is the subject of a trust, and on the privilege of transferring a controlling interest in a real estate entity owning property located in the village, at the rate of \$3 for each \$1,000 of value or fraction thereof stated in the declaration provided for in this article. **REAL ESTATE** shall mean both land and any structures permanently affixed to the land. The tax herein levied shall be in addition to any and all other taxes. The tax is due if the transfer is made by one or more related transactions or involves one or more persons or entities and whether or not a document is recorded. The fee to obtain an exempt stamp is \$25.00

SECTION 2: That Section 5-10-2, Liability for Tax, of the Village of Carol Stream  
Municipal Code is hereby amended to read as follows:

**§ 5-10-2 LIABILITY FOR TAX.**

The ultimate incidence, and liability for payment, of the tax imposed by this article shall be borne by the grantor of any deed and the grantor, assignor, or transferor of any instrument conveying the beneficial interest in real property which is the subject of a land trust, or the controlling interest in a real estate entity subject to this article or, in the case of a Sheriff's sale, or a sale by tax deed the tax imposed by the article shall be borne by the buyer. Where the buyer receives the property by Sheriff's sale or a tax deed, the Village shall make a reasonable determination of the liability for the tax based upon the rate of \$3.00 for each \$1,000.00 of value or fraction thereof received by the

buyer in the transaction. The value stated by the buyer shall be considered.

SECTION 3: That Section 5-10-6, Exemptions, of the Village of Carol Stream Municipal Code is hereby amended to read as follows:

**§ 5-10-6 EXEMPTIONS.**

(A) The following shall be exempt from the tax levied by this article:

(1) Deed or trust documents involving the exchange of real estate from one spouse to another as a result of a duly executed divorce.

(2) Deed or trust documents which secure debt or other obligation and through which no transfer of possession or use occurs.

(3) Deeds or trust documents which, without additional consideration, confirm, correct, modify or supplement, a deed or trustee document previously recorded.

(4) Deed or trust documents where the actual consideration is less than \$100.

(5) Tax deeds.

(6) Deeds or trust documents that release property, which is security for a debt or other obligation and deeds in the case of a foreclosure or in lieu of foreclosure in which the buyer does not receive actual consideration in addition to the release of the debt.

(7) Deeds of partition.

(8) Deeds or trust documents made pursuant to mergers, consolidations, or transfers or sales of substantially all of the assets of corporations pursuant to plans of reorganization.

(9) Deed or trust documents made by a subsidiary corporation to its parent corporation for no consideration other than the cancellation or surrender of the subsidiary's stock.

(10) Deeds wherein there is an actual trade or exchange of real estate and trust documents wherein there is an actual trade or exchange of beneficial interests, except that the money difference or money's worth paid from one to the other shall not be exempt from the tax.

(11) Deeds representing transfers subject to the imposition of a documentary stamp tax imposed by the government of the United States, except

that such deeds shall not be exempt from filing the declaration.

(12) Deeds or trust documents involving real estate acquired by or from any governmental body, but not including transfers made in Sheriff's sales or sales by Fannie Mae or Freddie Mac. This exemption, however, shall not be granted where the transfer is made to or from a governmental body which leases or expresses an intent to lease a majority of the land, or in the case of a building, the structure, to a non-governmental body.

(B) Every deed or trust document which is tax exempt pursuant to this section shall be presented to the Director of Finance so as to be appropriately marked by the Director to be eligible for recordation without the payment of tax. At such time as a deed or trust document is presented to the Director, pursuant to this section, there shall be filed with the Director a certificate setting forth the facts which justify the exemption of the deed or trust document presented. The certificate shall be executed on behalf of either the grantor or grantee and shall be on a form provided by the Director.

SECTION 4: All other sections not herein changed shall remain in full force and effect.

SECTION 5: This Ordinance shall be in full force and effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF NOVEMBER 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:** Stan W. Helgerson, Finance Director  
**DATE:** November 4, 2009  
**RE:** Real Estate Transfer Tax Ordinance

I am recommending the following changes be made to the Real Estate Transfer Tax Ordinance. These changes are primarily definitional changes that will make the administration of the Ordinance more understandable.

1. Section 5-10-1 Tax Imposed.
  - included reference to the \$25.00 fee to obtain an exempt stamp that was previously approved.
2. Section 5-10-2 Liability for Tax.
  - clarifies that a Sheriff's sale or tax deed sale are not exempt transactions and the tax is to be paid by the purchaser.
3. Section 5-10-6 Exemptions.
  - #6 – clarifies that in a foreclosure, if the property is reverting back to the lender, the transaction is exempt but subject to the \$25.00 fee.
  - #12 – clarifies that Sheriff's sales or sales of Fannie Mae or Freddie Mac are not exempt.

Again, these are changes that are meant to clarify transactions that are subject to or exempt from the Real Estate Transfer Tax.

If you have any questions, please see me.

# AGENDA ITEM

H-3 11-16-09

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE  
CAROL STREAM CODE OF ORDINANCES BY INCREASING  
THE NUMBER OF CLASS A LIQUOR LICENSES FROM 8 TO 9  
(JADE INFUSED, 1021 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 increasing  
the number of Class A Liquor Licenses from eight (8) to nine (9), effective November  
16, 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 16<sup>TH</sup> DAY OF NOVEMBER 2009.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR  
THE VILLAGE OF CAROL STREAM FOR THE YEAR  
COMMENCING MAY 1, 2009 AND ENDING APRIL 30, 2010**

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 Ordinance No. 2009-04-17 shall be amended in that  
the 2009-10 Expenditure Budget for the Water and Sewer Fund shall be  
increased from \$10,217,751.00 to \$10,369,751.00 to recognize expenses which  
will accrue to the Water and Sewer Other Equipment Account (014101100  
54412) in the amount of \$152,000.00.

SECTION 2: That Ordinance 2009-04-17 shall be amended in that the  
2009-10 Revenue Budget for the Water and Sewer Fund be increased from  
\$10,944,919.00 to \$11,096,919.00 to recognize a reappropriation of fund  
balance, Reserve-Replacement, in the amount of \$152,000.00 which will  
accrue to Reappropriation of Fund Balance Account (040000000 31909).

SECTION 3: This Ordinance shall be in full force and effect from and  
after its passage and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS 16<sup>th</sup> day of NOVEMBER 2009

AYES:

NAYS:

ABSENT:

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Frank Saverino, Sr., Mayor

ATTEST:

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Beth Melody, Village Clerk

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joseph Breinig, Village Manager  
**FROM:** Stan W. Helgerson, Finance Director *SWH*  
**DATE:** November 4, 2009  
**RE:** Budget Amendment #2

On October 19<sup>th</sup>, the Village Board approved a contract in the amount of \$152,000 to CH2M to design and install computerized dissolved oxygen sensors to automatically control the electrical blowers that are utilized to provide the aeration for the large aeration tanks (see attached memo).

This project was not included in the current budget so therefore, a budget amendment is needed (attached). Annually, the Village deposits \$100,000 into a water and sewer replacement account. The purpose of this reserve account is for these funds to be utilized for the replacement of equipment in the Water and Sewer operation. I am recommending that we utilize this reserve to pay for this project. This will be the first time that we have utilized these reserves. Currently, there is approximately \$1.9m in this reserve account.


If you have any questions, please see me.

# AGENDA ITEM

G-2 9-21-09

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

**TO:** Joe Breinig, Village Manager

**FROM:** John A. Turner, Director of Public Works 

**DATE:** September 18, 2009

**RE:** Recommendation to Award Design Build Energy Saving Project to CH2M Hill/OMI

An energy audit completed by the Illinois Smart Energy Design Assistance Center in 2009 identified several projects at the Carol Stream WRC that could be implemented to save substantial amounts of energy. The project with the potential to save the greatest amount of energy was that of installed computerized dissolved oxygen sensors to automatically control the electrical blowers that are utilized to provide the aeration for the large aeration tanks.

Attached is a proposal from CH2MHill/OMI, which is the company that currently operates the Carol Stream WRC. This proposal is to provide the design and the construction of a program which would implement this energy conservation recommendation. Dissolved oxygen sensors would be installed at various locations in aeration tanks to control the electrical consumption of the aeration blowers. This project - with a proposed cost of \$152,000 - was estimated by the energy audit to have a potential annual savings of approximately \$30,000 by saving over 400,000 KWH of electrical energy a year.

CH2MHill/OMI provided a similar design construction project for the Village two years ago when they converted the gas chlorination system into a hypochlorite process. Since this design/construction work is outside the normal scope of daily plant operations, Village Board authorization will be needed to approve this proposal. Inasmuch as this project has been funded under a conservation block grant and inasmuch as CH2MHill/OMI is capable and ready to commence this project, it is recommended that this proposal be approved.

JAT:im  
att.

# AGENDA ITEM

H-5 11-1609

## ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 11, ARTICLE 2 OF THE  
CAROL STREAM CODE OF ORDINANCES BY INCREASING  
THE NUMBER OF CLASS C LIQUOR LICENSES FROM 18 TO 19  
(MO LIQUOR, 1356 ARMY TRAIL ROAD)**

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

SECTION 1: That Chapter 11, Article 2 of the Carol Stream Code of Ordinances,  
Classification of Liquor Licenses, be and the same is hereby amended by increasing  
the number of Class C Liquor Licenses from eighteen (18) to nineteen (19), effective  
November 17, 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 16<sup>TH</sup> DAY OF NOVEMBER 2009

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

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

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

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

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

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

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

SECTION 1: That the Mayor and Board of Trustees of the Village of Carol Stream find that the personal property described in Exhibit "A", now owned by the Village of Carol Stream, is no longer useful and authorize its disposal, trade-in or at auction on Propertyroom.com, per the attached memorandum dated November 10, 2009.

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

PASSED AND APPROVED THIS 16<sup>TH</sup> DAY OF NOVEMBER 2009.  
AYES:  
NAYS:  
ABSENT:

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Frank Saverino, Sr., Mayor

ATTEST:

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Beth Melody, Village Clerk

# Village of Carol Stream

## Interdepartmental Memo

**TO:** Joe Breinig, Village Manager

**REVIEWED AND APPROVED BY:** Kevin Orr, Chief of Police

**FROM:** Lieutenant Hunter Gilmore 

**DATE:** November 10, 2009

**RE:** The Police Department requests the Village Board declare the following items surplus equipment that will be traded in for new equipment, disposed of, or auctioned on Propertyroom.com. The Police Department currently uses Propertyroom.com to auction disappropriated equipment.

The following equipment has exceeded its useful service life. The police department requests these items be declared surplus by the Village Board so they may be traded in for new equipment, disposed of, or sold on Property Room.com.

ITEM	QUANTITY	MAKE	MODEL	SERIAL NUMBER	DISPOSITION
Light Bar	1	Vectra	N/A	N/A	propertyroom.com
Tables (old roll-call)	7	N/A	N/A	N/A	Trade in
Chairs (old roll-call)	9	N/A	N/A	N/A	Trade in
Laptop Computers	7	Panasonic Toughbook	CF-29	6FKYA42914 5LKYA87114 5LKYA86632 6FKYA46358 6FKYA42803 6FKYA42419 5FKSA29069	propertyroom.com ↓ ↓ ↓ ↓ ↓ ↓



ITEM	QUANTITY	MAKE	MODEL	SERIAL NUMBER	DISPOSITION
Radios	13	Motorola	GM300	159TUJH906 159TXED159 159TWG1092 159TTN9832 159TXED092 159TXED160 159TXED095 159TWG1039 159TWG1041 159TWG1089 159TTN9811 159TWG1091 159TZL1821	propertyroom.com ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓ ↓
Radio	5	Motorola	Spectra	N/A	propertyroom.com
Power Supply	1	Motorola	Spectra	221AJN0535	propertyroom.com
Strobe Power Supply	3	PSE	460H	LN011101 LN000903 Unknown	propertyroom.com ↓ ↓
Power Supply	1	Tomar	780-1228	A77841	propertyroom.com
Power Supply	1	Whelen	UPS-64LX	34092	propertyroom.com
Unitrol	1	Unitrol	80K	16294	propertyroom.com
Strobe light	6	Code 3	SAEW-W5	None	propertyroom.com
Battery Manager (old radios)	1	Motorola	N/A	N/A	propertyroom.com
Gun Locker	1	American	N/A	N/A	propertyroom.com
Light Bar	4	Code 3	MX7000	N/A	propertyroom.com
Siren	4	Code 3	V-Con II	N/A	propertyroom.com
Arrowstick	4	Signal Master	N/A	N/A	propertyroom.com
Radars	5	Genesis II	G2S	N/A	propertyroom.com
Radar	1	MPH	Bee	N/A	propertyroom.com

# AGENDA ITEM

I-2 11-16-09

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 NO. 87 PROVIDING FOR A SCHOOL LIAISON OFFICER AND  
AUTHORIZING THE DEVELOPMENT OF GUIDELINES FOR RECIPROCAL  
REPORTING**

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 No. 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 16<sup>TH</sup> DAY OF NOVEMBER 2009.

AYES:

NAYS:

ABSENT:


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

ATTEST:

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

*Village of Carol Stream*  
Interdepartmental Memo

**TO:** Joe Breinig, Village Manager

**FROM:** Chief Kevin Orr 

**DATE:** November 9, 2009

**RE:** The Police Department requests Village Board approval of Reciprocal and Intergovernmental Agreements with School District No. 87 concerning the exchange of information and the reporting of issues of mutual concern.

The Department requests Village Board approval of the Intergovernmental Agreement for the School Liaison Officer position at Glenbard North High School and the Reciprocal Reporting Agreement for District No. 87 concerning the exchange of information and the reporting of issues of mutual concern.

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE VILLAGE OF CAROL STREAM AND  
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87  
PROVIDING FOR A SCHOOL LIAISON OFFICER  
AND AUTHORIZING THE DEVELOPMENT OF  
GUIDELINES FOR RECIPROCAL REPORTING**

THIS AGREEMENT between the VILLAGE OF CAROL STREAM, DuPage County, Illinois, a Municipal Corporation in the State of Illinois ("Village") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87, DuPage County, Illinois, an Illinois Public School District ("School District"), is established and maintained under the authority of Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois and in compliance with Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as currently drafted and hereafter amended.

**WITNESSETH:**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois; and

WHEREAS, the School District desires to have a School Liaison Officer detailed to one of its schools on a contractual basis; and

WHEREAS, the Village is willing to provide such an officer in exchange for the payment specified in this Agreement; and

WHEREAS, the School District and the Village are interested in promoting the safety and security of the staff, students and school premises in the School District; and

WHEREAS, Section 5/10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14) authorizes a school district, through a parent-teacher advisory committee, in cooperation with local law enforcement agencies, to develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the School District and the Village recognize the need for educators and law enforcement officials to share information within the bounds of confidentiality requirements applicable to police officers and school officials regarding activities of minor students, in and out of school, so that they may work together in as efficient a manner as possible to prevent, eliminate and discourage acts of crime, violence and intimidation; and

WHEREAS, the School District and the Village recognize that the flow of information between them is essential to providing a safe, healthy and violence-free school environment to which all children are entitled, and which all children need in order to thrive and learn; and

WHEREAS, the School District and the Village wish to establish and maintain a reciprocal reporting system regarding criminal and other offenses committed by students, as authorized by the Illinois School Code.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the School District and the Village as follows:

1. School Liaison Officer.

- a. The School Liaison Officer Program is designed to facilitate a positive, collaborative relationship between local law enforcement agencies, school personnel, students, and the school community at large. The Program shall direct increased and focused attention to the prevention of juvenile crime through the positive, proactive involvement of law enforcement personnel, specially trained to work with high school students, in the school setting. The Program shall also provide assistance to students and school personnel in regard to prevention of substance abuse, gang activity, violence, and other forms of socially unacceptable behavior that threaten a positive educational environment.
- b. The Village shall provide a School Liaison Officer to satisfy the Responsibilities, Expectations and Position Duties set forth in the School Liaison Officer Job Description, attached as Exhibit A hereto.
- c. The School District's Superintendent and the Village Administrator or Chief of Police are hereby authorized and directed to negotiate the terms for the placement of the School Liaison Officer. The first set of Terms may be adopted by the School District's Superintendent and the Village Administrator in substantially the same form as the Terms attached as Exhibit B hereto.
- d. The School District's Superintendent and the Village Administrator or Chief of Police are hereby authorized to periodically modify, amend or extend the Terms in writing by mutual agreement of both parties so long as it does not change the school designation/placement, reduce the hours of the School Liaison Officer or increase the cost to the School District more than five percent (5%) per year.
- e. The School Liaison Officer shall endeavor to adhere to and comply with the School District's Guidelines for Interviews of Students by Law Enforcement, attached as Exhibit C hereto and as may be amended from time to time by the District.

- f. The School Liaison Officer at all times shall be an employee of the Village and not of the School District, and the School District shall not have any obligation to provide employee benefits or workers' compensation payments of any kind.
- g. The Village, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement general public liability insurance, including contractual liability coverages, workers' compensation insurance and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to the School District against claims for injuries to persons or damages to property that might arise under this Agreement.
- h. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its governing Board and its members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of any activity of the other Party, or any act or omission of the Party or of any employee, agent, contractor, volunteer, or invitee of the Party (collectively the "Indemnitors"), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitors.

2. Reciprocal Reporting Guidelines.

- a. The School District's Superintendent and the Village Administrator are hereby authorized and directed to prepare and implement guidelines for reciprocal reporting under the School Code and as otherwise appropriate for the benefit and safety of the School District's students and staff and the local community (the "Guidelines").
- b. The first set of Guidelines may be adopted by the School District's Superintendent and the Village Administrator in substantially the same form as the Guidelines attached as Exhibit D hereto.
- c. The School District's Superintendent and the Village Administrator, or their designees, will meet to facilitate and review implementation of the Guidelines as often as necessary.
- d. The School District's Superintendent and the Village Administrator are hereby authorized to periodically modify or amend the Guidelines in

writing to reflect changes in the law or to better meet the needs of the parties.

3. General Terms.

- a. Preambles and Exhibits. The preambles and Exhibits to this Agreement are hereby incorporated as if set forth fully herein.
- b. Term and Termination. This Agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated. Either party may terminate this Agreement at any time by providing the other party at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement.
- c. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party or its respective employees or agents as the agents or employees of the 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 Village and the School District. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- d. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supercedes all previous communications or understandings whether oral or written. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- e. Provisions Severable. In the event any provision of this Agreement or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this Agreement, with such provision severed, shall continue in full force and effect as to all other provisions.
- f. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.
- g. Compliance with All Laws. The Village and the School District shall at all times observe and comply with the laws, ordinances, regulations and

codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this Agreement.

- h. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.
- j. 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,

THE BOARD OF EDUCATION OF  
GLENBARD TOWNSHIP  
HIGH SCHOOL DISTRICT NO. 87,

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

By: \_\_\_\_\_  
President, Board of Education

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

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

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Secretary, Board of Education



## EXHIBIT A

### **GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 School Liaison Officer Job Description**

#### **Responsibilities and Expectations**

The School Liaison Officer is the law enforcement officer based in the District's school buildings and is responsible for:

1. Fostering positive relationships with students in an effort to promote greater respect for law enforcement.
2. Functioning as a law enforcement resource in a cooperative relationship with school administrators, counselors, special services personnel and faculty.
3. Contributing to the educational environment by participating in preventative programs that focus on deterring youth involvement in criminal acts, including alcohol and drug use, theft, violence, criminal gang involvement and activity, and other forms of socially unacceptable behavior.
4. Assisting school officials in achieving a more effective response to student and non-student criminal offenses.
5. Serving as a law enforcement resource for students, their families, school staff and community members.
6. Acting as the local police department's consultant to the school in the matters of law enforcement related to juveniles and adults and facilitating open communication between the local police departments, other law enforcement agencies and school officials.

#### **Position Duties**

The School Liaison Officer shall:

1. Assist school staff in addressing infractions of all local, state and federal laws.
2. Monitor and participate in police action involving students during school hours, including the investigation of all criminal activity complaints that take place on school grounds. Such investigations will be completed in cooperation with the administration of the school to which the officer is assigned.
3. Take immediate police action within departmental guidelines to protect life, prevent bodily harm or to stop a felony act in progress.
4. Meet regularly with school counselors and deans in an attempt to identify individuals or conditions that could result in delinquent behavior and formulate plans and offer preventative solutions.
5. Provide daily and visible police presence as it relates to overall building security when present.
6. Play a key role in building lockdown, canine searches and school building evacuation drills.
7. Assist school officials in handling incidents involving persons trespassing and committing criminal acts on school property.

8. Provide police supervision when present at a wide range of extracurricular and athletic events, including but not limited to school dances, games and special events.
9. Coordinate with other area law enforcement agencies for incident and information sharing as it relates to the school and students.
10. Serve as a resource for the teaching staff on an as needed basis for specific classroom instructional issues, including but not limited to gang education, substance abuse prevention, the Juvenile Court Act, the Illinois Criminal and Vehicle Codes, the law enforcement career field, the rights of citizens when interacting with police, the consequences of conviction or adjudication as a delinquent minor, the rights of crime victims, and crime prevention strategies.
11. The School Liaison Officer will perform his or her duties in compliance with Township High School District 87's Guidelines for Interviews of Students by Law Enforcement Officers.

**EXHIBIT B**

**TERMS FOR SCHOOL LIAISON OFFICER  
BETWEEN  
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87  
AND CAROL STREAM POLICE DEPARTMENT**

Glenbard Township High School District No. 87 (the "School District") and Carol Stream Police Department (the "Police Department"), set forth the following terms for a School Liaison Officer in accordance with the Intergovernmental Agreements Between the Village of Carol Stream and Glenbard Township High School District No. 87 Providing For a School Liaison Officer and Authorizing the Development of Guidelines for Reciprocal Reporting:

1. Designated School. The Village will provide one (1) School Liaison Officer to be detailed and assigned to Glenbard North High School (the "Designated School").
2. Designated School Liaison Officer. The Police Department shall submit to the Designated School the names of suitable Officers for consideration as the School Liaison Officer if and when the position becomes vacant. The Police Department will make the final selection of the School Liaison Officer, in consultation with the Designated School to determine which officer would best meet the requirements and criteria of the Designated School for its School Liaison Officer. The Police Department shall not make any such selection to which the Designated School or School District objects. In the event the Designated School becomes dissatisfied with the School Liaison Officer's performance, the Designated School or School District shall provide written notice to the Village, whereupon the Village shall further train the School Liaison Officer to the satisfaction of the Designated School or provide the Designated School with an acceptable replacement School Liaison Officer. The School Liaison Officer for the 2009 - 2010 school year at the Designated School shall be MATT RUDELICH.
3. Hours. [INSERT ANY HOURS EXPECTATIONS.]
4. Compensation and Payment Procedures. The School District shall reimburse the Village monthly for the School Liaison Officer as set forth below:
  - a.  percent (80%) of the following salary and benefit costs:
    - i. Salary of the assigned officer
    - ii. Group health and dental insurance premium's (Village's share)
    - iii. FICA Medicare and Police Pension (Village's contribution)
    - iv. Worker's Compensation and Unemployment Compensation Insurance

Total salary and benefit costs for school year 2009 - 2010 are \$ 105,500.<sup>04</sup>.

- b. ✓ percent (100%) of the following costs:  
i. Overtime directly related to the officer's position as School Liaison Officer (only with the mutual approval of the School District and Village)

**[ADD OR MODIFY THE COST DETAILS AS APPROPRIATE.]**

- c. **[DESCRIBE MONTHLY REIMBURSEMENT PROCEDURES.]**

Approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

Glenbard Township High School  
District No. 87,

Village of Carol Stream,  
Police Department

By: \_\_\_\_\_  
Superintendent

By: *[Signature]*  
Chief of Police

## EXHIBIT C

### **GUIDELINES FOR INTERVIEWS OF STUDENTS BY LAW ENFORCEMENT OFFICERS**

#### **I. Interviews Regarding Incidents Not Related to School**

Absent exigent circumstances, interviews of students by law enforcement officers about matters unrelated to school should be conducted off school premises after school hours. Exigent circumstances include the officers' reasonable fear for the safety of the school environment or community, the presence of firearms or other weapons, or officers' fear that the suspect will escape and cause danger or harm to the school community or community at large. When such interviews occur, the guidelines set forth below in Section II shall apply.

#### **II. Procedures for Interviews When Exigent Circumstances Exist**

When exigent circumstances exist, the following procedures shall apply:

1. The principal or designee shall verify the officer's identity and photocopy the officer's picture identification card.
2. The student shall be escorted to the Dean's office or other private area immediately to begin the interview.
3. A dean or school administrator shall be present during the interview whenever reasonably possible.
4. The student's parent/guardian will be contacted as soon as possible. All attempts to notify the student's parent/guardian shall be documented.

#### **III. Interviews Regarding Incidents Related to School**

##### **A. Interviews By Police Liaison Officers & Carol Stream Police Dept Personnel**

Police liaison officers (also referred to as school resource officers) may interview a student without prior permission from a parent/guardian when investigating a school-related incident. Examples of school-related incidents where a police liaison officer may be utilized include, but are not limited to:

- Fights involving students on school property or at a school-sponsored event;
- Threats made by a student against another student or school staff member;
- The possession, sale or use of alcohol, drugs, look-alike drugs and other substances used with the intent to cause an altered mental state or "high;"
- Incidents of theft, vandalism or other misconduct resulting in damage to property that take place at school or at a school-sponsored event;
- The possession, sale or use of weapons on school property.

School liaison officers may also question a student without prior parental permission in relationship to incidents which occur off school premises but threaten the safety of the school community. Examples of these incidents include, but are not limited to:

- Fights between students that may result in retaliation at school;
- Gang-related incidents involving students that may carry over into the school environment;
- Threats made by students outside of school that may result in problems in the school environment or at a school-sponsored event.

School liaison officers and school administrators will observe the following protocol for such interviews:

- All interviews shall take place in the Dean's office or other private setting, and not in the public areas of the school. A school administrator will be present for the interview whenever possible.
- Before interviewing a student, the police liaison officer will discuss the purpose and scope of the interview with a dean or other designated school administrator.
- Reasonable attempts will be made to contact the parent/guardian to inform them of the interview.

#### **B. Interviews by Officers Assigned Outside the School District**

The following procedures shall apply when an officer from outside the building requests to interview a student:

1. The officer shall present proper identification to the principal or designee. The principal or designee shall make a photocopy of the officer's picture identification card.
2. The officer shall inform the principal or designee of the student's name, age (if known) and the reason for the request for an interview on school premises.
3. The principal or designee shall create a written record of the officer's request, including photocopies of any legal documents presented such as subpoenas or warrants.
4. The principal or designee shall make reasonable attempts to contact the student's parent(s)/guardian(s) and inform them of the officer's request. All attempts to contact parent(s)/guardian(s) shall be documented.

5. If the student exercises his or her right not to speak to law enforcement, the interview shall not proceed on school grounds.
6. If a student's parent/guardian denies consent for the interview, then the interview shall not proceed on school grounds.
7. If the student is willing to be interviewed and parents consent, the interview may proceed. The interview shall be conducted in the presence of an administrator, counselor, dean, and/or the parent/guardian, if the parent/guardian so requests.

#### **IV. Arrests of Students on School Premises**

Police officers from outside the building and police liaison officers assigned to the schools are authorized to arrest students when a warrant is issued for such arrest or when the officers have probable cause to believe that the student has committed a crime. An officer who arrests a student at school shall take the student into custody in a manner which minimizes disruption to the school environment and embarrassment to the student. If the arrested student is a minor, the dean or school administrator shall promptly notify or attempt to notify the student's parent/guardian of the arrest and the location to which the student has been taken. The administrator or dean shall document such notification and/or attempts at notification.

## EXHIBIT D

### **GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 AND CAROL STREAM POLICE DEPARTMENT**

Glenbard Township High School District No. 87 (the "School District") and Carol Stream Police Department (the "Police Department"), pursuant to Section 1-7(A)(8) of the Juvenile Court Act, Sections 10-20.14 and 22-20 of the Illinois School Code and Section 10/6(a)(6.5) of the Illinois School Student Records Act, agree to, and hereby, establish guidelines for a reciprocal reporting system between the Police Department as the local law enforcement agency and the School District regarding criminal offenses committed by students. It is also critical to the safety of the School District's students and the local community at large that, within the bounds of the confidentiality requirements applicable to both police officers and school officials, extensive cooperation takes place between school and police officials. The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act and Sections 10-20.14 and 22-20 of the School Code, to reduce juvenile crime and to increase school safety by promoting the exchange of appropriate information between the police and school officials.

#### **I. General Cooperation**

- A. The Superintendent of the School District will provide the Police Chief with a list of administrators (the "School Officials") to be contacted as needed. The list will contain regular and emergency telephone and pager numbers and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted.
- B. The Police Chief will provide the School District with a list of officers (the "Police Officials") who will have responsibility for implementing these guidelines. The list will contain at least one primary and two backup officers. The list will further contain the officers' regular and emergency telephone and pager numbers, and will identify which officers are to be contacted for various types of problems and the order in which the officers are to be contacted.
- C. The administrators on the School District's list and the primary and backup officers on the Police Chief's list will meet to facilitate and review implementation of these guidelines as often as necessary.

#### **II. Reporting of Student Criminal Activity**

- A. By the School District to Police Officials



1. School Officials will promptly report to the School Resource Officer (SRO) or other appropriate Police Officials the activity of students who reside and/or attend school in the Village of Carol Stream that involves or is suspected to involve:
  - a. Criminal gang activity;
  - b. Weapons such as guns and knives, explosives, impact devices or any item used as a weapon;
  - c. Sale of drugs or other intoxicants;
  - d. Possession of drugs or other intoxicants;
  - e. Fights or other violent activity;
  - f. Abuse, neglect, lock-out and runaway situations;
  - g. Acts of vandalism;
  - h. Other activities involving students which threaten the safety of students or community members on or off school property; or
  - i. Any state or federal crime occurring or which has occurred on school property or at a school event.
2. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible; otherwise, the information will be shared soon after the information becomes known to School Officials.
3. Where information regarding a School District student does not constitute an immediate threat to the safety of School District students or community members, is deemed to be minor and unlikely to assist in the protection or safety of School District students or community members or becomes part of the student's school record under the provisions of the Illinois School Student Records Act (the "Act"), 105 ILCS 10/1 *et seq.*, the School District shall not disclose the information to the Police Department absent the specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction or as otherwise permitted by the Act.
4. In accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act, and consistent with Section III.C. of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official

duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

B. By Police Officials to the School District

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably carry over onto school grounds or school activities unless such disclosure could jeopardize ongoing investigation or safety.
2. As provided by Section 1-7(A)(8) of the Juvenile Court Act, Police Officials will report to School Officials the following offenses or suspected offenses within the time frames referenced in Section A above with respect to a minor enrolled in one of the School District's schools who has been taken into custody or arrested:
  - a. Unlawful use of weapons under Section 24-1 of the Criminal Code;
  - b. A violation of the Illinois Controlled Substances Act;
  - c. A violation of the Cannabis Control Act;
  - d. A forcible felony as defined in Section 2-8 of the Criminal Code, including murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery resulting in bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence; or
  - e. A violation of the Methamphetamine Control and Community Protection Act.
3. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to School Officials whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter. All such reports shall be kept in a secure location separate from the student's official school record and shall be used by School Officials solely to aid in the proper rehabilitation

of the student and to protect the safety of students and employees in the schools.

4. However, in administering Section 22-20 of the School Code and these guidelines, law enforcement officials are not obligated to initiate reporting to the School District the detention of students for conduct deemed by Police Officials to be minor and unlikely to assist in the rehabilitation of the student or the protection or safety of students and employees in the School District. In contrast, conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse or an appearance in court as a juvenile or an adult for other than minor traffic offenses would be reported. More generally, Police Officials will share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities, or have a significant impact on the safety and well being of students, staff and community members associated with the schools. In turn, School Officials will share information with law enforcement officials where student misconduct in school or at school activities is likely to extend into the community or involve an offense for which reporting is required by law.
5. Although the provisions of the Juvenile Court Act do not apply to students aged 17 or older, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students ages 17 and older as is reported for students included in the scope of the Juvenile Court Act under these guidelines.

### **III. Confidentiality and Records**

- A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, *et seq.*, as amended, or other applicable law, unless prohibited by law.
- B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement records subject to disclosure under these guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these guidelines or as authorized by law. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in these guidelines. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by these guidelines or by law.

- C. Illinois School Student Records Act. This Section III and these guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The school accepts responsibility of confidentiality.
  
- D. Not Educational or School Records. School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), Police Officials designated to work with the School District pursuant to these guidelines shall be considered a law enforcement unit of the school such that the records created by Police Officials for the purpose of law enforcement shall not be considered educational records.

#### **IV. Other Terms and Conditions**

- A. Term and Renewal. These guidelines shall immediately take effect on the date of the last signature and shall be in full force and effect for a period of two (2) years thereafter. These guidelines shall automatically renew for successive two (2) year periods unless terminated as provided below. To the extent that the statutory obligations of either party have been modified, the statutory obligations shall supersede the provisions contained within these Guidelines.
  
- B. Termination. These guidelines may be terminated at any time upon thirty (30) days advance written notice by either party.
  
- C. Amendments and Modifications. These guidelines may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly signed by an authorized representative of the parties.
  
- D. Savings Clause. If any provision of these guidelines, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of these guidelines shall remain in full force and effect.
  
- E. Information. Information may be communicated verbally among the designees at any time deemed necessary by the designees.

- F. Entire Agreement. These guidelines set forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in these guidelines.
  
- G. Governing Law. These guidelines shall be governed by the laws of the State of Illinois.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2009.

Glenbard Township High School  
District No. 87,

Village of Carol Stream,  
Police Department

By: \_\_\_\_\_  
Superintendent

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

# AGENDA ITEM

I-3 11-16-09

## *Village of Carol Stream*

### INTER-DEPARTMENTAL MEMO

**TO:** Mayor and Trustees

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

**DATE:** November 12, 2009

**RE:** Natural Gas Franchise Consortium Agreement

Last year I attended a joint meeting of municipal representatives to discuss the development of a model natural gas franchise agreement that could be used by all municipalities in northeastern Illinois. The meeting was hosted by the DuPage Mayors and Managers and Northwest Municipal Conferences. A model agreement is intended to ensure that all municipalities are treated consistently by NICOR including monetary compensation for use of public rights-of-way, customer service standards, gas leak response and repair, maintenance of gas utility facilities and equipment and promotion and support of green technologies.

To date, 63 municipalities have committed to this effort. The attached resolution authorizing the execution of an intergovernmental agreement establishing the Northern Illinois Municipal Natural Gas Franchise Consortium is presented for your consideration and approval and will allow Carol Stream to negotiate a new natural gas franchise agreement as part of the consortium. This agreement formalizes the structure of the consortium for municipalities that have expressed interest in this project. The next phases of this project include the drafting of a model franchise agreement and negotiations with the natural gas utilities. Our initial commitment to this project was \$500 with the intent to keep future costs in line with the benefits we hope to receive from a new agreement.

Please let me know if you have any questions or comments.

Cc: Joseph E. Brienig, Village Manager

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE NORTHERN  
ILLINOIS MUNICIPAL NATURAL GAS FRANCHISE CONSORTIUM**

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 Establishing the Northern Illinois Municipal Natural Gas Franchise which is 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 16<sup>TH</sup> DAY OF NOVEMBER 2009.

AYES:

NAYS:

ABSENT:

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

ATTEST:

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

**AN INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING  
THE NORTHERN ILLINOIS MUNICIPAL  
NATURAL GAS FRANCHISE CONSORTIUM**

**Entered Into By Various Illinois Municipalities**

**as of**

**November 16, 2009**



**AN INTERGOVERNMENTAL AGREEMENT  
ESTABLISHING  
THE NORTHERN ILLINOIS MUNICIPAL  
NATURAL GAS FRANCHISE CONSORTIUM**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of November 16, 2009, (the "**Effective Date**") by each of the Illinois home rule and non home rule municipalities that (i) have executed a signature page confirming that they are parties to this Agreement as of the Effective Date and (ii) have paid the initial \$500 contribution required under Paragraph 5.A.3 of this Agreement (individually the "**Parties**" and collectively the "**Consortium**," with each Party automatically a "**Member**" of the Consortium only for so long as the Member is a Party to this Agreement):

W I T N E S S E T H:

WHEREAS, Illinois municipalities make natural gas and related facilities and utilities available to the residents, businesses, and land owners within their respective corporate boundaries by granting franchises to natural gas utilities; and

WHEREAS, natural gas franchise agreements provide the terms and conditions under which gas utility companies may utilize public rights-of-way in the provision of natural gas; and

WHEREAS, natural gas franchise agreements ordinarily have lengthy terms of years and contain numerous important fiscal and regulatory requirements regarding, for example, rights-of-way standards, municipal compensation, customer service standards, equipment maintenance and capital commitments, and emergency response and preparedness; and

WHEREAS, the terms of many existing natural gas franchise agreements for many Illinois municipalities have expired or will expire in the near future; and

WHEREAS, new natural gas franchise agreements should include modern provisions and protections for Illinois municipalities and their constituents and significant energy efficiency provisions that require not only levels of efficiencies on the part of the utilities, but also energy audits and other conservation-related services from utilities; and

WHEREAS, the Parties have individually and collectively determined that it is appropriate and in each of their best interests to jointly develop and negotiate a model franchise agreement for natural gas utilities; and

WHEREAS, to achieve these and other related objectives, the Parties desire to utilize the powers and authority granted to them under Article VII, Section 10 of the Illinois Constitution of 1970; the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; the Local Land Resource Management Planning Act, 50 ILCS 805/1 *et seq.*; and other applicable authority, including without limitation the home rule powers of various Consortium Members; and

WHEREAS, after full consideration of all planning, fiscal, and other intergovernmental issues effecting this matter, each of the Parties has determined that it is in the best interests of its residents and the general public welfare that this Agreement be executed and implemented by all of the Parties; and

WHEREAS, each of the initial Parties to this Agreement (the "**Founding Parties**") has approved this Agreement by an ordinance or resolution duly adopted by the Party's corporate authorities, which approval is evidenced by the signature page of the Party attached to this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made and pursuant to all applicable statutes and local ordinances noted above, all of the Parties enter into the following:

## SECTION 1. RECITALS

The foregoing recitals are, by this reference, incorporated into and made a part of this Agreement.

## SECTION 2. PURPOSE

This Agreement is made for the purpose of establishing the Northern Illinois Municipal Natural Gas Franchise Consortium and endowing it with all of the authority, powers, and resources necessary and convenient to allow the Parties jointly to most effectively and efficiently address common and necessary issues related to the establishment of a model franchise agreement for natural gas utilities. This Agreement is further intended to allow the Parties to jointly seek any available local, state, and federal funds and other resources to assist in addressing the natural gas utility issues identified by the Parties as necessary, and being appropriate for, the joint action of the Parties.

## SECTION 3. ESTABLISHMENT AND ORGANIZATION

A. Formation of Consortium. By this Agreement, the Parties establish the Northern Illinois Municipal Natural Gas Franchise Consortium. The Consortium shall act in the manner set forth in this Agreement in furtherance of the preparation and negotiation of a model natural gas utility franchise agreement.

B. Membership and Member Representatives. Each Party is a Member of the Consortium. As such, each Party must designate as its representative on the Consortium (the "**Member Representative**") either (i) the Member's chief administrative officer or the chief administrator officer's duly authorized representative or (ii) if the Member does not have a chief administrative officer, then the Member's mayor or president or the mayor's or president's duly authorized representative. Each Member Representative shall operate and act with respect to Consortium affairs and actions only pursuant to action duly authorized by the Member Representative's corporate authorities.

C. Steering Committee Governance. The Consortium shall be managed and operated by a Steering Committee comprised of Member Representatives from the Parties as determined pursuant to this Subsection.

1. Councils of Government. The municipalities that are Parties to this Agreement are members of various councils of government each separately established, organized, and managed under Illinois law to provide joint planning and intergovernmental cooperation among their respective members. The councils of government represented by the Members of the Consortium are listed in **Exhibit A** to this Agreement ("**Consortium COGs**").

## 2. Selection of Steering Committee Members.

(a) **COG Appointments.** Each Consortium COG will appoint from among its municipalities Consortium Members to serve on the Steering Committee. Appointments to, and the length of service on, the Steering Committee will be at the discretion of the appointing Consortium COG. Only COG members that are Parties to this Agreement may have a Member Representative sit on the Steering Committee.

(b) **Allotment of Appointments.** The number of Steering Committee appointments for each Consortium COG will be based on the number of members of a COG that are Parties to this Agreement. A COG with 10 or fewer Parties to this Agreement will have one appointment to the Steering Committee; a COG with at least 11 but no more than 20 Parties to this Agreement will have two appointments to the Steering Committee; and a COG with more than 20 Parties to this Agreement will have three appointments to the Steering Committee. A Party will be counted in the total for each Consortium COG of which that Party is a member.

(c) **Initial Steering Committee Composition and Roster.** Based on the Founding Parties, the Steering Committee will initially have sixteen (16) members. The specific composition of the Committee and the distribution of its members and appointments among the Consortium COGs is set forth in **Exhibit B** to this Agreement ("**Steering Committee Roster**").

(d) **Adjustments.** On a yearly basis, the "**Administrator**" (as set forth in Paragraph 3(f) of this Section) shall monitor COG member participation in the Consortium and shall make adjustments to the Steering Committee membership as necessary to ensure compliance with this Subsection. The Administrator will distribute to all Consortium Members any amended Steering Committee Roster. Amended Steering Committee Rosters will be deemed to replace automatically the Steering Committee Roster attached to this Agreement as of the Effective Date and any subsequent amended Roster, as the case may be, without the need for an amendment to this Agreement.

(e) **Replacements.** If a Member designated to appoint a Member Representative to the Steering Committee does not name its Member Representative within fourteen (14) calendar days after its designation, the Member's COG shall immediately appoint another of its Members to name a Member Representative to serve on the Steering Committee.

3. **Steering Committee Responsibilities.** The Steering Committee is responsible for the following matters:

(a) **Consortium Operations.** The Steering Committee is responsible for all Consortium operations, management, and activities, including without limitation establishing the contribution amounts to be paid by Consortium members in order to maintain membership in the Consortium, as further provided in Section 5 of this Agreement.

(b) **Draft Franchise Agreement.** The Steering Committee will provide for the preparation of a draft model natural gas franchise agreement (the "**Draft Franchise Agreement**") that will be used in negotiation with natural gas utility companies that serve Consortium members (the "**Gas Utilities**"). The Steering Committee is authorized to establish a

drafting committee and other subcommittees as it deems necessary to prepare the Draft Franchise Agreement.

(c) Negotiation of Franchise Agreement. After preparation of the Draft Franchise Agreement and concurrence of the Consortium, the Steering Committee will undertake negotiations with the Gas Utilities. The Steering Committee may establish a negotiating committee and other subcommittees as it deems necessary to prepare for and undertake negotiations for a final model franchise agreement for natural gas (a "**Final Franchise Agreement**").

(d) Communications. The principal goals of the Consortium are preparation of a Draft Franchise Agreement and negotiation of a Final Franchise Agreement that is acceptable to the greatest number of the Members as possible. Accordingly, in preparing the Draft Franchise Agreement and negotiating the Final Franchise Agreement, the Steering Committee shall advise and consult with Member Representatives from time to time regarding procedural, substantive, and strategic issues in a continuing effort to achieve these goals.

(e) Appointed Counsel. The Steering Committee shall retain legal counsel to represent the interests of the Consortium in the preparation of this Agreement, the preparation of the Draft Franchise Agreement, and the preparation and negotiation of the Final Franchise Agreement.

(f) Consortium Administrator. The Steering Committee shall select a person or agency to administer the business affairs of the Consortium and to undertake such other activities as assigned by the Steering Committee (the "**Administrator**"). The Administrator will not be paid a fee for services, but the Steering Committee may reimburse the Administrator for reasonable and appropriate costs and expenses, including without limitation administrative overhead costs. The Administrator is specifically responsible for, among other things (i) overseeing the finances of the Consortium, (ii) compiling and maintaining cost and expenditure information regarding Consortium activities, and (iii) making recommendations to the Steering Committee on Consortium costs and expenditures and on establishing required contribution amounts from the Members as further set forth in Section 5 of this Agreement. The Administrator, in consultation with the Steering Committee, also is responsible for preparing periodic status reports not less than once every two (2) months, which reports will include the status of all drafting and negotiations and a financial report including all expenditures from the Consortium Fund established pursuant to Section 5 of this Agreement. The Members approve the selection of the DuPage Mayors and Managers Conference and its executive director Mark Baloga as the Administrator as of the Effective Date.

#### 4. Officers.

(a) Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Chairperson of the Steering Committee. The Chairperson will preside at all meetings of the Steering Committee and will perform all other duties as may be prescribed by the Steering Committee.

(b) Vice Chairperson. Steering Committee Member Representatives shall choose from among themselves a Member Representative to serve as Vice Chairperson of the Steering Committee. The Vice Chairperson shall serve as Chairperson in the absence of the Chairperson at any Steering Committee meeting and the Vice Chairperson shall have and be assigned the additional powers and duties as the Steering Committee may prescribe.

(c) **Secretary.** The Administrator shall serve as Secretary of the Steering Committee, responsible for taking and keeping the minutes of all Steering Committee meetings and for undertaking any additional powers and duties as the Steering Committee may prescribe.

5. **Steering Meetings and Notices.** The Steering Committee will meet periodically at times and places determined by the Steering Committee. A majority of the then-current Steering Committee Members will be necessary to establish a quorum. All Member Representatives may attend all meetings of the Steering Committee and provide comments. Unless otherwise determined by the Steering Committee, all meetings of the Steering Committee shall be kept confidential. The Steering Committee will provide notice of its meetings to each Consortium Member as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting.

6. **Full Consortium Meetings.** In addition to Steering Committee meetings, the Steering Committee will schedule and hold, at a minimum, two (2) meetings of the Member Representatives from all Consortium Members, one of which will be to review and obtain the concurrence of the Consortium on the terms and conditions of the Draft Franchise Agreement. One third of the then-current Members of the Consortium will be necessary to establish a quorum for Consortium meetings. As it deems necessary, the Steering Committee will schedule additional meetings as negotiations are undertaken with the Gas Utilities and as the Final Franchise Agreement is prepared and finalized. The Steering Committee will provide notice to each Consortium Member of all full meetings of the Consortium as far in advance of the meeting as practicable, preferably at least seven (7) calendar days, except when a time-sensitive matter demands attention sooner. Notices will include, at a minimum, the time and place of the meeting and a description of the topics to be covered at the meeting. The Chairperson of the Steering Committee, or in the Chairperson's absence, the Vice Chairperson of the Steering Committee, shall preside at all full Consortium meetings. The Administrator will take and keep the minutes of all full Consortium meetings.

7. **Telephone Meeting Participation.** Members may participate in Steering Committee meetings and in full Consortium meetings by telephone. The Steering Committee and the Administrator will establish appropriate rules and procedures to govern telephonic participation in these meetings. Participation by telephone shall constitute the presence of a Member at the meeting for purposes of establishing a quorum.

D. **Additional Members.** The Steering Committee may accept additional municipalities as parties to this Agreement and as Members of the Consortium ("**New Members**") provided that a prospective New Member, prior to acceptance (1) must pay to the Consortium the full amount of the contributions assessed pursuant to Paragraph 5.A.3 of this Agreement as of the date of acceptance and (2) must properly approve and execute this Agreement and deliver the fully-executed signature page to the Administrator.

E. **Duration of Commission.** The Consortium will remain in place unless dissolved and terminated as provided in Subsection 6.D of this Agreement.

#### SECTION 4. GENERAL COOPERATION

The Members agree to cooperate with each other in furtherance of the purposes, goals, and objectives of the Consortium. Cooperation required by this Agreement specifically includes, but without limitation, the sharing and joint use by and among the Members of information and other materials possessed or developed by the Members, either individually or collectively, and necessary to investigate, identify, and otherwise document matters relevant to the preparation and negotiation of the Draft Franchise Agreement and the Final Franchise Agreement and to otherwise provide information and documents necessary to promote and achieve the purposes and objectives of the Consortium as provided in this Agreement.

#### SECTION 5. REVENUES AND EXPENSES

##### A. Franchise Fund.

1. Establishment and Administration. The Consortium shall create and maintain a fund (the "**Franchise Fund**") to pay the costs and expenses incurred or to be incurred by the Consortium (the "**Shared Costs**"). The Franchise Fund will be administered by the Administrator as set forth in this Agreement and as determined by the Steering Committee.

2. Shared Costs. Shared Costs include only costs incurred directly by the Consortium for the common purposes of the Members as set forth in this Agreement. Shared Costs include, without limitation, attorney's fees and costs for the Appointed Counsel, extraordinary out-of-pocket expenses incurred by the Consortium in preparing the Draft Franchise Agreement and in preparing and negotiating the Final Franchise Agreement, the Administrator's costs and expenses, and any other professional services determined by the Steering Committee to be necessary for the Consortium to meet its objectives as provided in this Agreement. As specifically determined by the Steering Committee, Shared Costs may also include extraordinary expenses incurred by a Consortium COG in furtherance of the purposes, goals, and intent of this Agreement and the Consortium. The Members agree to use their staffs and resources, including the Member Representatives, at no cost to the Consortium for joint projects or actions undertaken by or on behalf of the Consortium. Shared Costs specifically but without limitation do not include (a) fees and costs of attorneys other than the Appointed Counsel and (b) salaries or other compensation paid to employees or agents of a Member. The service to the Consortium of a Member and the Member's Representative is not a Shared Cost as a general matter, the Members expecting and intending that each Member will contribute to the operation of the Consortium at its own expense except as otherwise specifically approved in advance by the Steering Committee.

3 Funding the Franchise Fund. The Franchise Fund will be funded by contributions from the Members as determined from time to time by the Steering Committee on the recommendation of the Administrator. The Steering Committee will set contribution amounts only to the extent reasonably necessary to pay Shared Costs. The contribution required from each Member as of the Effective Date is a nonrefundable five hundred dollars (\$500.00) (the "**Initial Contribution**"). As Consortium operations proceed, the Steering Committee, through the Administrator, will provide notice and direction to all Consortium members of additional contribution amounts necessary to fund the Franchise Fund in order to pay Shared Costs (the "**Additional Contributions**"). Additional Contributions may be equal among the Members or may be on a pro rata basis based on Member populations or other factors as determined by the Steering Committee. For the purpose of permitting voluntary withdrawal from the Consortium under Subsections 6.B and 6.C of this Agreement without

liability for an Additional Contribution, an Additional Contribution will not be binding on a voluntarily withdrawing Member until thirty (30) calendar days after the notice required by this Paragraph.

4. Contributions Non-Refundable. No contribution to the Franchise Fund is refundable, regardless of a Member's withdrawal or expulsion or any other circumstance. Any funds remaining in the Franchise Fund at the time of dissolution of the Franchise Fund will be distributed as provided in Paragraph 5.A.5 of this Agreement.

5. Franchise Fund Dissolution; Distribution of Remaining Funds. The Franchise Fund must remain in place until all monetary obligations of the Consortium have been fulfilled and no future obligations are anticipated. After all monetary obligations have been fulfilled and when no future obligations are anticipated, the Steering Committee shall dissolve the Franchise Fund. All money remaining in the Franchise Fund at the time of its dissolution will be distributed only to the Members as of the date of the dissolution (the "**Final Members**"). Distributions will not necessarily be equal among the Final Members, but may be based, to the extent practicable and in the discretion of the Steering Committee, on Additional Contributions made by the Final Members or other factors.

B. Official Payee. For purposes of documentation and receipt of all funds and other resources obtained by or on behalf of the Consortium pursuant to this Agreement, the DuPage Mayors and Managers Conference will serve as the official payee for the Consortium.

## **SECTION 6. EXPULSION; WITHDRAWAL**

A. Automatic Expulsion for Breach. If a Member does not (1) pay a contribution as provided in Section 5 of this Agreement within the time provided by the Steering Committee for payment or (2) commits a significant violation of a provision of this Agreement as determined by the Steering Committee, then that Member is in breach of this Agreement. If the breach is not cured within fourteen (14) calendar days after notice from the Administrator, or within such additional time granted by the Steering Committee in advance of the expiration of the fourteen (14) calendar day deadline, then that Member is expelled from the Consortium automatically and without any vote or other action required by the remaining Members, the Steering Committee, or the Administrator.

B. Voluntary Withdrawal. Any Member may voluntarily withdraw as a Member by delivering to the Administrator, not later than twenty-one (21) calendar days before the intended effective date of withdrawal, a certified copy of an ordinance or resolution of that Member's corporate authorities declaring the Member's withdrawal from the Consortium as of a date certain set forth in the ordinance or resolution.

C. Required Terms of Expulsion or Withdrawal. Any Member that has been expelled or that is withdrawing (1) must pay in full all Additional Contributions to the Franchise Fund approved and binding under Paragraph 5.A.3. of this Agreement, (2) is not entitled to any refund of any money from the Franchise Fund at any time, and (3) must continue to keep all business of the Consortium confidential to the fullest extent permitted by law. The provisions of this Subsection C survive, and are enforceable against a Member after, expulsion or withdrawal.

D. Dissolution of the Consortium. The Consortium will be declared dissolved (1) upon the written notice executed by no less than two-thirds of the then-current Members, or (2) as otherwise determined by the Steering Committee.

## SECTION 7. COMPLIANCE

The Consortium and each Member must, and hereby agrees to, comply with all federal, State of Illinois, and municipal laws, ordinances, rules, regulations, and orders, and the rules, regulations, and orders of all duly constituted governmental agencies and authorities now in force or that may hereafter be in force.

## SECTION 8. GENERAL PROVISIONS

A. Notices. All notices and other materials required to be delivered to the Consortium must be delivered to the Administrator. All notices and other materials required to be delivered to the Members must be delivered to the Member Representatives. All notices provided or required under this Agreement will be delivered using e-mail, to the e-mail addresses provided to the Consortium by each Member. It is the responsibility of each Member Representative to ensure that the Administrator has the correct e-mail address for the Member Representative. The Administrator will provide a service list for notices on a periodic basis, updated as necessary with current Member Representatives and their e-mail addresses.

B. Entire Agreement. There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which any Party is relying in entering into this Agreement.

C. Severability. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement will not be affected thereby but will remain in full force and effect until and only if determined otherwise by the Steering Committee.

D. Interpretation. It is the express intent of the Parties that this Agreement will be construed, interpreted, and applied so as to preserve its validity and enforceability as a whole. In case of any conflict among provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties will control.

E. Amendments and Modifications. This Agreement may be modified, changed, altered, or amended only with the duly authorized and written consent of three-fourths of the then-current Members by their corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Members' corporate authorities. No amendment or modification to this Agreement will be effective until it is reduced to writing and approved by the corporate authorities of three-fourths of the then-current Members and properly executed in accordance with all applicable statutory procedures.

F. Authority to Execute. Each Party hereby warrants and represents to each other Party and to the Consortium that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

G. No Third Party Beneficiaries. This Agreement does not create any rights or interests in any third party and no provision of this Agreement may be interpreted, construed, or applied to create any such right or interest.



H. Execution. This Agreement may be executed by the Parties in identical original duplicates, and all of the executed duplicates taken together constitute one Agreement.

IN WITNESS WHEREOF, the duly authorized representative of each Member has executed this Agreement by signing this Page as of the Effective Date.

Name of Member: \_\_\_\_\_

Signature of Member Representative: \_\_\_\_\_

Printed Name of Member Representative: \_\_\_\_\_

Title of Member Representative: \_\_\_\_\_

E-Mail Address of Member Representative: \_\_\_\_\_

**[ADDITIONAL EXECUTION PAGES ATTACHED]**

ATTACHMENT A  
CONSORTIUM COGs

**ATTACHMENT B**  
**STEERING COMMITTEE ROSTER**

# 8817124\_v6

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>1ST AYD CORPORATION</b>					
GRINDING DISC	106.84	01696200 53317	OPERATING SUPPLIES	409411	
PAINT	99.60	01696200 53317	OPERATING SUPPLIES	409124	
SUPPLIES	186.64	01696200 53317	OPERATING SUPPLIES	409124	
	<u>393.08</u>				
<b>A TO Z ALL PURPOSE RENTAL INC</b>					
SIDES FOR TENT	860.00	01680000 52244	MAINTENANCE & REPAIR	14799	
TENT REMOVAL-STORAGE	7,345.00	01680000 52219	TC MAINTENANCE	14845	
	<u>8,205.00</u>				
<b>ABC SAFETY NETWORK</b>					
ROADSIDE SUPPLIES	1,326.00	01662300 53317	OPERATING SUPPLIES	09A-29	
	<u>1,326.00</u>				
<b>ACCURATE OFFICE SUPPLY CO</b>					
OFFICE SUPPLIES	11.67	01662600 53314	OFFICE SUPPLIES	97716	
OFFICE SUPPLIES	27.58	01662700 53314	OFFICE SUPPLIES	97716	
	<u>39.25</u>				
<b>ACTION LOCK &amp; KEY</b>					
PAD LOCKS/KEYS	140.22	04201600 53317	OPERATING SUPPLIES	00000009	
	<u>140.22</u>				
<b>ADT SECURITY SERVICES INC</b>					
10/09-12/09 KUHN AGR	38.25	04200100 52244	MAINTENANCE & REPAIR	00046147	
10/09-12/09 PWKS AGR	38.25	01670100 52244	MAINTENANCE & REPAIR	00046208	
10/09-12/09 WRC AGR	38.25	04100100 52244	MAINTENANCE & REPAIR	00046264	
	<u>114.75</u>				
<b>AFFORDABLE OFFICE INTERIORS</b>					
PATROL OFFICE CHAIR	298.00	01662700 53350	SMALL EQUIPMENT EXPENSE	0909CPD1	
PREP FOR RCRDS CHAIR	100.00	01662600 53350	SMALL EQUIPMENT EXPENSE	0909CPD1	
RECORDS OFFICE CHAIR	552.00	01662600 53350	SMALL EQUIPMENT EXPENSE	0909CPD1	
SOU OFFICE CHAIR	298.00	01664700 53350	SMALL EQUIPMENT EXPENSE	0909CPD1	
	<u>1,248.00</u>				
<b>ALAMP CONCRETE CONTRACTORS</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	-16,356.79	11740000 55486	ROADWAY CAPITAL IMPROVEME	12920	20100068
WEST STREET/GUNDERSEN DR RE	<u>163,567.90</u>	11740000 55486	ROADWAY CAPITAL IMPROVEME	12920	20100068
	<b>147,211.11</b>				
<b>AMERICAN FIRST AID</b>					
PWC 1ST AID SUPPLIES	68.65	01670100 53317	OPERATING SUPPLIES	78270	
RESTOCK SUPPLIES	<u>233.36</u>	01650100 53317	OPERATING SUPPLIES	76383	
	<b>302.01</b>				
<b>AMERICAN MESSAGING</b>					
SERV 10-1 THRU 10/31	3.55	01642100 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	0.38	01670100 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	3.55	01660100 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	3.55	04201600 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	7.09	01690100 52264	EQUIPMENT RENTAL	U1113407JJ	
SERV 10/1 THRU 10/31	7.09	01662600 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	10.64	01662500 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	10.64	01664700 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	18.55	01662400 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	22.09	01662300 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	32.74	01662700 52243	PAGING	U1113407JJ	
SERV 10/1 THRU 10/31	<u>74.66</u>	01670100 52243	PAGING	U1113407JJ	
	<b>194.53</b>				
<b>AMERICAN ROAD MAINTENANCE</b>					
2009 REJUVENATOR PROJECT - VAF	<u>34,833.50</u>	01670500 52286	STREET MAINTENANCE	M14433	20100049
	<b>34,833.50</b>				
<b>AMERICAN SOCIETY OF CIVIL ENGINEERS</b>					
MEMB DUES-KNUDSEN	<u>235.00</u>	01620100 52234	DUES & SUBSCRIPTIONS	1040811501	
	<b>235.00</b>				
<b>AMERICAN WATER WORKS ASSOCIATION</b>					
AWWA- DUES	<u>182.00</u>	04200100 52234	DUES & SUBSCRIPTIONS	7000123685	
	<b>182.00</b>				
<b>ANDY FRAIN SERVICES</b>					
ANNUAL CROSSING GUARD SERVIC	<u>13,303.15</u>	01662300 52105	CROSSING GUARDS	137208	20100070
	<b>13,303.15</b>				
<b>ARTHUR CLESEN INC</b>					
SOUTH FIELD	<u>703.16</u>	01680000 53381	TC MAINTENANCE & SUPPLIES	254728	
	<b>703.16</b>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>ASE NATIONAL INSTITUTE FOR AUTO SERVICE</b>					
ASE TRAINING- A OLSEN	90.00	01690100 52223	TRAINING	W0923091	
	<u>90.00</u>				
<b>AVTEX</b>					
1 YR SERV AGR 5/01/09 THRU 04/30/	4,503.45	01664700 52226	OFFICE EQUIPMENT MAINTENAI	SERV12119	
	<u>4,503.45</u>				
<b>B &amp; F TECHNICAL CODE</b>					
BACK UP INSPECTIONS & CONSULT	500.00	01643700 52253	CONSULTANT	30935	1
COMMERICAL INDUSTRIAL BUILDING	340.00	01643700 52253	CONSULTANT	30934	20100064
PLUMBING INSPECTIONS	613.60	01643700 52253	CONSULTANT	30912	3
	<u>1,453.60</u>				
<b>BATTERY SERVICE CORPORATION</b>					
3 BATTERIES	254.40	01696200 53354	PARTS PURCHASED	192238	
BATTERIES	86.54	01696200 53354	PARTS PURCHASED	192255	
	<u>340.94</u>				
<b>BHFX DIGITAL IMAGING</b>					
INK FOR PLOTTER	451.94	01620100 53317	OPERATING SUPPLIES	965242	
OCE COPIER SERVICE	195.00	01620100 52226	OFFICE EQUIPMENT MAINTENAI	965899	
	<u>646.94</u>				
<b>BRACING SYSTEMS</b>					
48" CONCRETE JITTERBUG	94.00	01670500 53316	TOOLS	139025	
CONCRETE MACHINE	40.00	01670500 52264	EQUIPMENT RENTAL	140537	
	<u>134.00</u>				
<b>BRAD SHERMAN</b>					
LIGHT RENTAL	50.00	01650100 53350	SMALL EQUIPMENT EXPENSE	#2009 -OCTOBER	
	<u>50.00</u>				
<b>BURLINGTON COAT FACTORY</b>					
CLOTH ALLW-B PECE	30.98	01664700 53324	UNIFORMS	C96583	
	<u>30.98</u>				
<b>C S PUBLIC LIBRARY</b>					
PPRT FOR THE COLLECTION PERIO	18,961.44	01000000 41102	PERSONAL PROPERTY REPLAC	PPRT -OCT 2009	
	<u>18,961.44</u>				
<b>CABELA'S RETAIL INC</b>					
CLOTH ALLOW - TAX	109.93	01664700 53324	UNIFORMS	009402	
	<u>109.93</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>CAROL STREAM LAWN &amp; POWER</b>					
AIR FILTER	7.88	01670700 52212	AUTO MAINTENANCE & REPAIR	245357	
CHAINSAW	93.60	01670400 52212	AUTO MAINTENANCE & REPAIR	245983	
FILTER,PREFIL,FIL COV	6.21	01670700 52212	AUTO MAINTENANCE & REPAIR	241945	
FUEL LINE	4.80	01670700 52212	AUTO MAINTENANCE & REPAIR	245171	
GM MAGNUM BLADE	47.13	01670300 52212	AUTO MAINTENANCE & REPAIR	245606A	
HEDGE CLIPPER	56.63	01670400 52212	AUTO MAINTENANCE & REPAIR	245981	
SLEEVE	3.82	01670700 52212	AUTO MAINTENANCE & REPAIR	241335	
STIHL WEED WHACKER RP	35.50	01670700 52212	AUTO MAINTENANCE & REPAIR	244787	
THROTTLE TRIGGER,TORS	9.19	01670700 52212	AUTO MAINTENANCE & REPAIR	244875	
TRIMMER KIT	10.46	01696200 53354	PARTS PURCHASED	246204	
	<b>275.22</b>				
<b>CAROYLN ASCHER LLC</b>					
MNTHLY RNTL-OCT09	229.00	01680000 52244	MAINTENANCE & REPAIR	17335	
	<b>229.00</b>				
<b>CARQUEST AUTO PARTS</b>					
#613/ADHESIVE	5.27	01696200 53354	PARTS PURCHASED	2420-153757	
ALT,BELT,TENSION	359.59	01696200 53354	PARTS PURCHASED	2420-151733	
BRAKE HARDWARE	16.12	01696200 53354	PARTS PURCHASED	2420-153908	
BRAKE ROTORS & PADS	242.75	01696200 53354	PARTS PURCHASED	2420-152477	
BRAKE ROTORS & PADS	242.75	01696200 53354	PARTS PURCHASED	2420-153183	
BULBS AND WIRES	34.19	01696200 53317	OPERATING SUPPLIES	2420-154042	
CLEANER	84.95	01696200 53317	OPERATING SUPPLIES	2420-153871	
COMBO CHAMBER	205.44	01696200 53354	PARTS PURCHASED	2420-153869	
COUPLER PLUG	0.67	01670400 52212	AUTO MAINTENANCE & REPAIR	2420-152691	
DOUBLE PLATINUM PLUGS	31.62	01696200 53354	PARTS PURCHASED	2420-152783	
DUST MASKS	8.47	01696200 53317	OPERATING SUPPLIES	2420-152118	
EXH PIPE SPOUT	31.98	01696200 53354	PARTS PURCHASED	2420-152352	
FUSES	8.56	01696200 53354	PARTS PURCHASED	2420-153119	
HD AIR FILTER	36.88	01696200 53354	PARTS PURCHASED	2420-152633	
HD OIL+HD AIR FILTERS	158.90	01696200 53354	PARTS PURCHASED	2420-153216	
INJECTOR O-RINGS	12.76	01696200 53354	PARTS PURCHASED	2420-154056	
MECHANIC GLOVES	13.89	01696200 53317	OPERATING SUPPLIES	2420-153556	
OEM SILICONE GASKETS	20.94	01696200 53317	OPERATING SUPPLIES	2420-153869	
OIL FILTERS	14.34	01696200 53354	PARTS PURCHASED	2420-153559	
OIL FILTERS	69.36	01696200 53354	PARTS PURCHASED	240-153583	
RAD HOSE,TRANS FILTER	54.83	01696200 53354	PARTS PURCHASED	2420-151732	
REMAN ALTERNATOR	261.97	01696200 53354	PARTS PURCHASED	2420-151750	
RETURNED PARTS	-548.68	01696200 53354	PARTS PURCHASED	2420-152482	
STARTING FLUID	21.48	01696200 53317	OPERATING SUPPLIES	2420-153872	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
TIE ROD ENDS	44.65	01696200	53354	PARTS PURCHASED	2420-153614	
TRANS PAN BOLTS	2.96	01696200	53354	PARTS PURCHASED	2420-153133	
WASHER SOLVENT	80.00	01696200	53317	OPERATING SUPPLIES	2420-153584	
WIPER BLADES	115.55	01696200	53354	PARTS PURCHASED	2420-153051	
	<u>1,632.19</u>					
<b>CARYL REBHOLZ</b>						
REIMBURSEMENT-TRVL 10/25-28	534.90	01600000	52223	TRAINING	IPELRA ANL CONFR	
	<u>534.90</u>					
<b>CDW GOVERNMENT INC</b>						
APC BACKUP	93.41	01610100	54413	COMPUTER EQUIPMENT	OL57958	
ENVELOPE FEEDER	253.72	01662400	54413	COMPUTER EQUIPMENT	QHF3068	
HP PHOTOSMART	129.45	01662400	54413	COMPUTER EQUIPMENT	OHG6856	
	<u>476.58</u>					
<b>CHEM CARE INC</b>						
C-FOLD+KITCHEN TOW,TP	310.00	01670100	53319	MAINTENANCE SUPPLIES	30307	
	<u>310.00</u>					
<b>CHICAGO INTERNATIONAL TRUCK LLC</b>						
TRUCK #71 BOLTS/PAN	534.53	01696200	53354	PARTS PURCHASED	102069005	
	<u>534.53</u>					
<b>CHICAGO PARTS AND SOUND</b>						
ALTERNATOR ASY	403.05	01696200	53354	PARTS PURCHASED	326498	
BATTERY CORE CREDIT	-6.00	01696200	53354	PARTS PURCHASED	326061	
CREDIT-RETURNED ITEMS	-200.00	01696200	53354	PARTS PURCHASED	326520	
FILTER ASM,BATTEY+COR	392.66	01696200	53354	PARTS PURCHASED	325487	
SCREEN ASSEMBLY	106.26	01696200	53354	PARTS PURCHASED	327665	
STARTER CORE,FIL ASY	-91.82	01696200	53354	PARTS PURCHASED	326062	
	<u>604.15</u>					
<b>COBAN RESEARCH &amp; TECHNOLOGIES INC</b>						
REPAIR TOUCHSCREEN	200.00	01662750	52212	AUTO MAINTENANCE & REPAIR	1494	
	<u>200.00</u>					
<b>COMED</b>						
SERV FROM 09/25 THRU 10/26	217.98	06320000	52248	ELECTRICITY	0815164035-OCT	
SERV FROM 10-09 THRU 11/06	32.89	06320000	52248	ELECTRICITY	1083101009-OCT	
SERV FROM 9/11 THRU 10/09	238.95	01670600	52248	ELECTRICITY	6827721000-SEPT	
	<u>489.82</u>					
<b>CONSTANT CONTACT</b>						



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
E-MAIL MARKETING	31.88	01520000 52240	PUBLIC NOTICES/INFORMATION	00000	
	<b>31.88</b>				
<b>COOPER SAFETY</b>					
SAFETY ITEMS - STREET	48.84	01670400 53317	OPERATING SUPPLIES	6751670	
SAFETY ITEMS - STREET	169.82	01670400 53317	OPERATING SUPPLIES	6751670	
	<b>218.66</b>				
<b>CUSTOM SERVICE HEAT COOL INC</b>					
NO HEAT SUPERVISORS OFFICE PV	769.73	01670400 52244	MAINTENANCE & REPAIR	10/28/09	
	<b>769.73</b>				
<b>DAILY HERALD</b>					
LIGHTING BID NOTICE	38.00	01670300 53317	OPERATING SUPPLIES	T4179455	
OKTOBERFEST ADS	1,019.34	01750000 52289	OCTOBERFEST	001723	
PREVAILING WAGE NOTCE	21.00	01580000 52240	PUBLIC NOTICES/INFORMATION	T4180255	
PUBL NTC 09236	77.00	01530000 52240	PUBLIC NOTICES/INFOR	T4180236	
PUBL NTC 09243	78.00	01530000 52240	PUBLIC NOTICES/INFOR	T4180238	
PUBL NTC 09253	131.00	01530000 52240	PUBLIC NOTICES/INFOR	T4180237	
PUBLIC NOTICE	257.00	01580000 52240	PUBLIC NOTICES/INFORMATION	T4176404	
	<b>1,621.34</b>				
<b>DAVID G BAKER</b>					
HISTORICAL ROUNDTABLE TAPING- VLG BOARD MTG TELECAST 11/2/09	150.00	01650100 52253	CONSULTANT	111009	
	100.00	01650100 52253	CONSULTANT	110209	
	<b>250.00</b>				
<b>DAWN DAMOLARIS</b>					
ORLANDO FL MUNIS CONFR REIMB	80.84	01612900 52223	TRAINING	MUNIS CONFR 10/25	
	<b>80.84</b>				
<b>DEFENDERSOFT INC</b>					
EMAIL PROTECTION	2,964.00	01652800 52255	SOFTWARE MAINTENANCE	15825	
	<b>2,964.00</b>				
<b>DELL MARKETING LP</b>					
REPLACE PW SERVER	1,588.65	01652800 54412	OTHER EQUIPMENT	XDF86C8T6	
REPLACE PW SERVER	1,842.62	01652800 54412	OTHER EQUIPMENT	XDF8FJ8W7	
	<b>3,431.27</b>				
<b>DELUX TOWING</b>					
613 - PD TOWING	20.00	01696200 53353	OUTSOURCING SERVICES	67646	
DODGE NEON-TOW	20.00	01662700 53317	OPERATING SUPPLIES	67342	
DODGE STRATUS-TOW	125.00	01662700 53317	OPERATING SUPPLIES	66878	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
FORD CRWN VIC-TOW	20.00	01662700	53317	OPERATING SUPPLIES	66589	
FORD CRWN VIC-TOW	50.00	01662700	53317	OPERATING SUPPLIES	65312	
FORD E150 -TOW	20.00	01662700	53317	OPERATING SUPPLIES	66682	
PONTIAC-RED/TOW	20.00	01662700	53317	OPERATING SUPPLIES	67341	
TOWING CHARGE	20.00	01664753	52212	AUTO MAINTENANCE & REPAIR	67750	
	<b>295.00</b>					
<b>DPA LASER SERVICES INC</b>						
TONER CARTRIDGE	88.00	01643700	53314	OFFICE SUPPLIES	8423	
TONER CARTRIDGES	115.50	01662656	53314	OFFICE SUPPLIES	8435	
TONER CARTRIDGES	151.87	01662456	53314	OFFICE SUPPLIES	8435	
	<b>355.37</b>					
<b>DTN</b>						
WXSENTRY PUB SAFETY	1,786.96	01670100	52234	DUES & SUBSCRIPTIONS	0467315	
	<b>1,786.96</b>					
<b>DUPAGE COUNTY</b>						
DATA PROCESSING POLICE DEPT O	250.00	01662600	52247	DATA PROCESSING	6843	
MARGARET SULLIVAN COMM RNWL	10.00	01612900	52234	DUES & SUBSCRIPTIONS	REG-NOTARY COMM	
	<b>260.00</b>					
<b>DUPAGE COUNTY ANIMAL CARE &amp; CONTROL</b>						
AUG ANIMAL CONTROL	240.00	01662700	52249	ANIMAL CONTROL	210-14721	
	<b>240.00</b>					
<b>EBAY INC</b>						
EBAY VEH'S-SEPT	145.00	01664700	53317	OPERATING SUPPLIES	093009	
	<b>145.00</b>					
<b>EJ EQUIPMENT INC</b>						
12" SWIVEL BALL JOINT	897.25	01696200	53354	PARTS PURCHASED	0034689	
	<b>897.25</b>					
<b>ELECTRICAL RESOURCE MN</b>						
2 LED SL ASSEMBLIES	752.63	01670300	52271	STREET LIGHT MAINTENANCE	29237	
	<b>752.63</b>					
<b>EMBLEM ENTERPRISES INC</b>						
HONOR GUARD PATCHES	130.19	01662700	53324	UNIFORMS	444022	
	<b>130.19</b>					
<b>ENGLEWOOD ELECTRIC SUPPLY</b>						
PLUGS FOR TC TENT	235.05	01680000	53381	TC MAINTENANCE & SUPPLIES	338096	
PLUGS FOR TC TENT	289.50	01680000	53381	TC MAINTENANCE & SUPPLIES	337674	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>524.55</u>				
<b>EXELON ENERGY INC</b>					
SERV FROM 09/18 THRU 10/19	2,217.13	04201600 52248	ELECTRICITY	100559500000	
SERV FROM 09/22 THRU 10/20	1,856.51	04201600 52248	ELECTRICITY	100431200000	
	<u>4,073.64</u>				
<b>FACTORY MOTOR PARTS</b>					
#645 - SELENOID	19.30	01696200 53354	PARTS PURCHASED	63-016645	
FUEL ADDITIVE	14.97	01696200 53354	PARTS PURCHASED	61-071979	
FUEL ADDITIVE	14.97	01696200 53354	PARTS PURCHASED	62-027751	
OIL FILTERS, VC7B	173.64	01696200 53354	PARTS PURCHASED	63-016099	
	<u>222.88</u>				
<b>FEDEX</b>					
INV SUMMARY OCT 28 2009	22.73	01650100 52229	POSTAGE	9-380-21794	
	<u>22.73</u>				
<b>FIRST ENVIROMENTAL LABORATORIES INC</b>					
IPP SAMPLES	21.50	04101200 52279	LAB SERVICES	84001A	20100074
IPP SAMPLES	31.50	04101200 52279	LAB SERVICES	83944	
IPP SAMPLES	31.50	04101200 52279	LAB SERVICES	83970	
IPP SAMPLES	31.50	04101200 52279	LAB SERVICES	83969	20100074
IPP SAMPLES	58.50	04101200 52279	LAB SERVICES	83823	
IPP SAMPLES	604.00	04101200 52279	LAB SERVICES	84001A1	
IPP SAMPLES	625.50	04101200 52279	LAB SERVICES	83923	20100074
	<u>1,404.00</u>				
<b>FLOOD BROTHERS DISPOSAL</b>					
LEAF STICKERS	1,700.00	01 14121	LEAF COLLECTION STICKERS	1780609	
YARD WASTE STICKERS	2,775.00	01 14120	YARD WASTE STICKERS	1761556	
	<u>4,475.00</u>				
<b>G F O A</b>					
GAAP UPDATE WYDRA	180.00	01612900 52223	TRAINING	2627180	
	<u>180.00</u>				
<b>GAP</b>					
CLOTH ALLOW - TAX	183.00	01664700 53324	UNIFORMS	1813 10/12	
	<u>183.00</u>				
<b>GAS PURCHASES-MASTERCARD</b>					
GAS - IPSI/M YORK	30.76	01670100 52223	TRAINING	3182	
GAS-CERT TRNG EBY	39.45	01664700 53313	AUTO GAS & OIL	SEPT 2009	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
GAS/SPRNGFLD-JUNGERS	54.88	01662300 53313	AUTO GAS & OIL	172192 9/29	
	<b>125.09</b>				
<b>GRAINGER</b>					
SUMP PUMP,CHECK VALVE	198.10	04101100 52297	SEWER SYSTEM MAINTENANCE	9095275757	
	<b>198.10</b>				
<b>HANG &amp; SHINE INC</b>					
CLEANING OF BLINDS IN VLG HALL	2,473.00	01680000 52244	MAINTENANCE & REPAIR	3025	
	<b>2,473.00</b>				
<b>HOME DEPOT</b>					
COOLER	32.90	04101200 53317	OPERATING SUPPLIES	1650142	
HOSE	15.92	01670300 53317	OPERATING SUPPLIES	0119909	
POWER STRIPS	39.88	01662700 53317	OPERATING SUPPLIES	0517656	
VIGORO RAKE	29.94	01670700 53316	TOOLS	9906991	
WOOD - CONCRETE FORMS	46.90	01670500 53317	OPERATING SUPPLIES	2109718	
	<b>165.54</b>				
<b>HOTELS-MASTERCARD</b>					
HOTEL - IPSI/M YORK	439.55	01670100 52223	TRAINING	136704	
REFUND FOR IML-WEISS	-223.88	01520000 52222	MEETINGS	IML	
	<b>215.67</b>				
<b>HUNTINGTON PROMOTION</b>					
DRUG TEST KITS	167.50	01662700 53317	OPERATING SUPPLIES	3889	
	<b>167.50</b>				
<b>I A A P</b>					
DUES - L MEHRING	58.00	01670100 52234	DUES & SUBSCRIPTIONS	938318462010	
	<b>58.00</b>				
<b>IRMA</b>					
OCTOBER DEDUCTIBLE	5,679.00	01650100 52215	IRMA DEDUCTIBLES	9307	
OCTOBER OPTIONAL DEDUCTIBLE	10,319.66	01650100 52215	IRMA DEDUCTIBLES	9353	
	<b>15,998.66</b>				
<b>ILEETA</b>					
CONFER FEE JOHNSON	390.00	01662700 52223	TRAINING	5744 2010CFR	
CONFER FEE LARSEN	390.00	01662700 52223	TRAINING	5788 2010CFR	
	<b>780.00</b>				
<b>ILLINOIS CITY COUNTY MANAGEMENT ASSN</b>					
ILCMA SEMINAR-MELLOR	49.00	01590000 52223	TRAINING	306895	
SEMINAR-BREINIG	49.00	01590000 52223	TRAINING	11/19/09	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>ILLINOIS DEPT OF FINANCIAL &amp; PROF REGULA</b>					
LICENSING FEE-KNUDSEN	61.50	01620100 52234	DUES & SUBSCRIPTIONS	062044690	
RNWL -E MOLLOY	61.50	01662500 52234	DUES & SUBSCRIPTIONS	149006836	
RNWL-K MCNAMARA	61.50	01662500 52234	DUES & SUBSCRIPTIONS	149008911	
RNWL-M THOMAS	61.50	01662500 52234	DUES & SUBSCRIPTIONS	149006268	
	<u>246.00</u>				
<b>ILLINOIS PAPER COMPANY</b>					
11 X 17 PAPER	70.00	01650100 52231	COPY EXPENSE	532590	
	<u>70.00</u>				
<b>ILLINOIS SECRETARY OF STATE</b>					
C/C CONVENIENCE FEE	3.31	01660154 52212	AUTO MAINTENANCE & REPAIR	9/24/09	
PLATE STICKER- 649	79.00	01662354 52212	AUTO MAINTENANCE & REPAIR	9/24/09	
PLATE STICKER-687	79.00	01660154 52212	AUTO MAINTENANCE & REPAIR	9/24/09	
TITLE FEE-06 INFINITY (WILLIAM B K	65.00	01664700 53317	OPERATING SUPPLIES	2006 INFINITY-SEIZEI	
	<u>226.31</u>				
<b>ILLINOIS TACTICAL OFFICERS ASSN</b>					
RFND ITOA SCHNEIDER	-265.00	01664700 52223	TRAINING	8634CR	
	<u>-265.00</u>				
<b>INTERNATIONAL SOCIETY OF ARBORICULTURE</b>					
R GUENTHER IAS DUES	170.00	01670700 52234	DUES & SUBSCRIPTIONS	304492	
R SCHAFFER ISA DUES	270.00	01670700 52234	DUES & SUBSCRIPTIONS	304493	
	<u>440.00</u>				
<b>INTERNET PURCHASE MASTERCARD</b>					
BLANK MEDIA	566.65	01662759 53317	OPERATING SUPPLIES	W83377720101	
COBAN INK CARTRIDGE	54.95	01662756 53314	OFFICE SUPPLIES	61138	
CREDIT	-3.99	01660100 53317	OPERATING SUPPLIES	P1508815CR	
DVD WRITER DRIVE	37.98	01660100 53317	OPERATING SUPPLIES	W8133868	
USB DVD WRITER	58.97	01660100 53317	OPERATING SUPPLIES	P1508815	
	<u>714.56</u>				
<b>JULIE INC</b>					
LOCATES FOR OCTOBER	178.41	04101500 52272	PROPERTY MAINTENANCE(NPDI 10 09 0355		
LOCATES FOR OCTOBER	178.42	01670300 52272	PROPERTY MAINTENANCE(NPDI 10 09 0355		
LOCATES FOR OCTOBER	178.42	04201600 52272	PROPERTY MAINTENANCE(NPDI 10 09 0355		
	<u>535.25</u>				
<b>JOE COTTON FORD</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
MANIFOLD KIT	387.49	01696200	53354	PARTS PURCHASED	282336	
PRESSURE SENSOR	16.37	01696200	53354	PARTS PURCHASED	424178	
REPAIRS ON #613	109.95	01696200	53353	OUTSOURCING SERVICES	424649	
SWITCH	96.56	01696200	53354	PARTS PURCHASED	282013	
WARNING LIGHT CHECK	110.00	01696200	53353	OUTSOURCING SERVICES	PD-42440	
	<b>720.37</b>					
<b>KAMMES AUTO &amp; TRUCK REPAIR INC</b>						
SAFETY LANE TESTS	87.00	01670200	52212	AUTO MAINTENANCE & REPAIR	263659	
	<b>87.00</b>					
<b>KEITH ANDERSON</b>						
PROPERTY MTC AND HOUSING	180.00	01640100	52223	TRAINING	REIMBURSEMENT	
	<b>180.00</b>					
<b>KOHL'S</b>						
CLOTH ALLOW - GARZA	38.99	01664700	53324	UNIFORMS	65002548279	
CLOTH ALLOW-RUDELICH	104.96	01664700	53324	UNIFORMS	322/8/4784/5	
	<b>143.95</b>					
<b>L E A DATA TECHNOLOGIES</b>						
SOFTWAREUPGRADESTRNG	40.00	01660100	52255	SOFTWARE MAINTENANCE	08-0201-03	
	<b>40.00</b>					
<b>LANGUAGE LINE SERVICES</b>						
LANGUAGE LINE SERVICE	8.77	01662700	53317	OPERATING SUPPLIES	2308432	
	<b>8.77</b>					
<b>LOWE'S HOME CENTERS</b>						
BIOGRADEABLE STAKES	9.51	01670400	53317	OPERATING SUPPLIES	19742	
CEMENT-TC LIGHTS	9.54	01680000	53381	TC MAINTENANCE & SUPPLIES	02355	
INSUL-FRM HS CHIMMEY	33.06	01680000	53319	MAINTENANCE SUPPLIES	14216	
LACQUER THINNER	15.98	01680000	53319	MAINTENANCE SUPPLIES	10756	
LIGHT BULBS	2.48	01680000	53319	MAINTENANCE SUPPLIES	10892	
MAGNUM.KEY+HOLDER,PAD	42.42	01670300	53317	OPERATING SUPPLIES	792616	
MAINT SUPPLIES	9.26	01680000	53319	MAINTENANCE SUPPLIES	14196	
MAINT SUPPLIES	22.45	01680000	53319	MAINTENANCE SUPPLIES	14704A	
RANGECLEANSUPPLIES	39.92	01662700	53317	OPERATING SUPPLIES	14411	
SUPPLIES-TWN CTR	22.98	01680000	53381	TC MAINTENANCE & SUPPLIES	10968	
TIE DOWN W/RHD	27.92	01670700	53317	OPERATING SUPPLIES	12963	
TOOLS - PLIERS, BLADE	67.92	04201600	53316	TOOLS	02908	
TOP CHOICE KD WHITE	57.10	01670300	53317	OPERATING SUPPLIES	02438	
	<b>360.54</b>					

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>M&amp;M THE SPECIAL EVENT COMPANY</b>					
OKTOBERFEST	562.50	01750000 52289	OCTOBERFEST	562.50	
REFUND DEPOSIT	-187.50	01750000 52289	OCTOBERFEST	158991CR	
	<u>375.00</u>				
<b>MARC TALAVERA</b>					
REIMB FOR LODGING, MEALS & MILI	605.12	01652800 52223	TRAINING	GMIS CONF 11/1-4	
	<u>605.12</u>				
<b>MEADE ELECTRIC COMPANY INC</b>					
SEPT 09 - LIES/KUHN	150.00	06320000 52244	MAINTENANCE & REPAIR	643015	
	<u>150.00</u>				
<b>MEIJERS</b>					
WRC - OPEN HOUSE	111.59	04100100 53317	OPERATING SUPPLIES	1799365	
	<u>111.59</u>				
<b>MENARDS</b>					
HEATERS - TOWERS	87.93	04201400 52272	PROPERTY MAINTENANCE(NPDI 074613		
	<u>87.93</u>				
<b>MEYER MATERIAL COMPANY</b>					
CONCRETE	590.00	06320000 53338	CONCRETE	101181	
	<u>590.00</u>				
<b>MIDWAY TRUCK PARTS</b>					
BOSCH ALTERNATOR	298.00	01696200 53354	PARTS PURCHASED	569968	
	<u>298.00</u>				
<b>MIDWEST METER INC</b>					
METER PURCHASE	237.99	04201400 53333	METERS	0011786-IN	20100039
	<u>237.99</u>				
<b>MR SITCO</b>					
METER READS OCT 09	1,627.50	04103100 52221	UTILITY BILL PROCESSING	50501	6
METER READS OCT 09	1,627.50	04203100 52221	UTILITY BILL PROCESSING	50501	6
	<u>3,255.00</u>				
<b>MULTI PRINTING SOLUTIONS</b>					
PRISONER PROPERTY RCP	392.64	01662700 53315	PRINTED MATERIALS	0209121	
	<u>392.64</u>				
<b>NAMEPLATE &amp; PANEL TECHNOLOGY</b>					
COMMUNITY PRIDE AWARD	576.00	01520000 52258	COMMUNITY APPEARANCE PRO 121992		

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>576.00</u>				
<b>NAPA AUTO CENTER</b>					
#17 AUX BATTERY/CORE	128.29	01696200 53354	PARTS PURCHASED	049113	
#302 DISC BRAKE PADS	44.24	01696200 53354	PARTS PURCHASED	8537372	
#302 DISC BRAKE ROTOR	50.30	01696200 53354	PARTS PURCHASED	8537371	
CORE RETURN	-15.00	01696200 53354	PARTS PURCHASED	49120	
PART #5-819-5622	56.38	01696200 53354	PARTS PURCHASED	050897	
	<u>264.21</u>				
<b>NATIONAL LAW ENFORCEMENT SUPPLY</b>					
ET SUPPLIES	230.36	01662460 53317	OPERATING SUPPLIES	51779100	
	<u>230.36</u>				
<b>NATIONAL POWER RODDING CORPORATION</b>					
TV - NORTH AND BOA	2,480.00	04101500 52297	SEWER SYSTEM MAINTENANCE	40269	20100073
	<u>2,480.00</u>				
<b>NEENAH FOUNDRY COMPANY</b>					
GRATE	88.00	04201600 53317	OPERATING SUPPLIES	885702	
	<u>88.00</u>				
<b>NEOPOST LEASING</b>					
LEASE NOV 09	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	N1103401	
LEASE OCT 09	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	N1035828	
LEASE SEPT 09	422.44	01650100 52226	OFFICE EQUIPMENT MAINTENAN	N903534	
	<u>1,267.32</u>				
<b>NICOR GAS</b>					
SERV FROM 09/09 THRU 10/09	30.28	01680000 52277	HEATING GAS	2476301000 6 OCT	
SERV FROM 09/22 THRU 10/21	63.49	01680000 52277	HEATING GAS	4721121000 1 OCT	
SERV FROM 10/1 THRU 11/09	81.70	04201600 52277	HEATING GAS	86-60-60-117-8 NOV	
	<u>175.47</u>				
<b>NORTH GARY AUTO CARE ENTER</b>					
EBAY VEH INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	51435	
EBAY VEH INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	51437	
EBAY VEH INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	51768	
EBAY VEH INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	51769	
EBAY VEH INSPECTION	29.99	01664700 53317	OPERATING SUPPLIES	51773	
EBAY VEHICLE	29.99	01664700 53317	OPERATING SUPPLIES	51667	
EBAY VEHICLE	29.99	01664700 53317	OPERATING SUPPLIES	51668	
	<u>209.93</u>				



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>OCE IMAGISTICS INC</b>					
SEPT PWKS MTC	20.44	01670100 52231	COPY EXPENSE	413066268	
SEPT WRC MTC	66.64	04100100 52231	COPY EXPENSE	413101327	
	<b>87.08</b>				
<b>OFFICE DEPOT</b>					
2010 CALENDAR - ADMIN	4.67	01660100 53314	OFFICE SUPPLIES	490002239002	
2010 CALENDAR - ADMIN	95.02	01660100 53314	OFFICE SUPPLIES	490002239001	
2010 CALENDAR - INV	84.96	01662400 53314	OFFICE SUPPLIES	490451221001	
2010 CALENDAR - SGTS	35.46	01662700 53314	OFFICE SUPPLIES	490580893001	
2010 CALENDAR - SOU	177.98	01664700 53314	OFFICE SUPPLIES	490802038001	
2010 CALENDAR - SSU	12.10	01662500 53314	OFFICE SUPPLIES	490451221001	
2010 CALENDARS - SSU	-12.10	01662500 53314	OFFICE SUPPLIES	490007578001	
2010 CALENDARS - SSU	30.63	01662500 53314	OFFICE SUPPLIES	490007578001	
2010 DIARY-ROLL CALL	48.89	01662700 53314	OFFICE SUPPLIES	490006460001	
2010DAYMINDERAPPTBOOK	7.19	01600000 53314	OFFICE SUPPLIES	492618145	
CLOCK,BINDERS	28.49	01670100 53314	OFFICE SUPPLIES	490536942001	
GAR - OFFICE SUPPLIES	8.85	01690100 53314	OFFICE SUPPLIES	489796428001	
OFFICE SUPPILES	13.14	01643700 53314	OFFICE SUPPLIES	492297290	
OFFICE SUPPLIES	1.24	04203100 53314	OFFICE SUPPLIES	492131238001	
OFFICE SUPPLIES	4.13	01643700 53314	OFFICE SUPPLIES	490747393	
OFFICE SUPPLIES	6.08	01620100 53314	OFFICE SUPPLIES	490002002001	
OFFICE SUPPLIES	7.85	01662500 53314	OFFICE SUPPLIES	489336693001	
OFFICE SUPPLIES	24.93	01643700 53314	OFFICE SUPPLIES	490747463	
OFFICE SUPPLIES	27.99	01612900 53314	OFFICE SUPPLIES	489123756001	
OFFICE SUPPLIES	31.36	01662400 53314	OFFICE SUPPLIES	489336693001	
OFFICE SUPPLIES	31.36	01662700 53314	OFFICE SUPPLIES	489336693001	
OFFICE SUPPLIES	31.79	01612900 53314	OFFICE SUPPLIES	492131071001	
OFFICE SUPPLIES	38.17	04203100 53314	OFFICE SUPPLIES	492131071001	
OFFICE SUPPLIES	59.02	01643700 53314	OFFICE SUPPLIES	492297169	
OFFICE SUPPLIES	62.72	01660100 53314	OFFICE SUPPLIES	489336693001	
OFFICE SUPPLIES	62.72	01664700 53314	OFFICE SUPPLIES	489336693001	
OFFICE SUPPLIES	196.02	01662600 53314	OFFICE SUPPLIES	489336693001	
STR - OFFICE SUPPLIES	13.71	01670100 53314	OFFICE SUPPLIES	489796428001	
WTR - OFFICE SUPPLIES	327.29	04200100 53314	OFFICE SUPPLIES	489796428001	
	<b>1,461.66</b>				
<b>OFFICE MAX</b>					
HALLWN SFTY-DISC LABL	40.98	01664759 53317	OPERATING SUPPLIES	45449556	
OFFICE SUPPLY/LABELS	18.47	01660100 53317	OPERATING SUPPLIES	13447556	
	<b>59.45</b>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>PAHCS II/ CENTRAL DUPAGE BUSINESS HEALTH</b>					
FLU VACCINES FOR VLG EMPLOPYE	1,025.00	01600000 52273	EMPLOYEE SERVICES	100443	
HEPATITIS B VACCINE-POLICE DEPT	67.00	01660100 52236	MANAGEMENT PHYSICALS	100244	
HEPATITIS B VACCINE-POLICE DEPT	67.00	01662700 52236	MANAGEMENT PHYSICALS	100244	
HEPATITIS B VACCINE-POLICE DEPT	134.00	01662600 52236	MANAGEMENT PHYSICALS	100244	
	<u>1,293.00</u>				
<b>PAS SYSTEMS INTERNATIONAL</b>					
REPL. PAS BULB&BATTER	88.36	01662700 53317	OPERATING SUPPLIES	6933	
	<u>88.36</u>				
<b>PJ'S CAMERA &amp; PHOTO</b>					
ET SUPPLIES	3.74	01662460 53317	OPERATING SUPPLIES	3663	
ET SUPPLIES	8.80	01662460 53317	OPERATING SUPPLIES	4345	
	<u>12.54</u>				
<b>PLATINUM POOLCARE AQUATECH LTD</b>					
FINAL FOUNTAIN PMT.	1,426.16	01680000 52244	MAINTENANCE & REPAIR	15349	20100051
	<u>1,426.16</u>				
<b>POMPS TIRE SERVICE</b>					
8 TIRES,USER FEES,DEL	1,468.68	01696200 53354	PARTS PURCHASED	110387	
9 TIRES,USER FEES,DEL	1,057.61	01696200 53354	PARTS PURCHASED	82570	
	<u>2,526.29</u>				
<b>PORTABLE COMMUNICATIONS SPECIALISTS INC</b>					
PUBLIC SAFTEY MICS	305.00	01662700 53317	OPERATING SUPPLIES	I00904720	
	<u>305.00</u>				
<b>PORTER LEE CORPORATION</b>					
ET SUPPLIES	121.00	01662460 53317	OPERATING SUPPLIES	8424	
	<u>121.00</u>				
<b>PUBLIC STORAGE 28162</b>					
STORAGE FEE NOV 2009	219.00	01662400 53317	OPERATING SUPPLIES	543 NOV09	
	<u>219.00</u>				
<b>RADCO COMMUNICATIONS INC</b>					
698 INSTALL AND EQUIP	854.24	01660152 52212	AUTO MAINTENANCE & REPAIR	74433	
EQUIP REMOVE DARE CAR	150.00	01664752 52212	AUTO MAINTENANCE & REPAIR	74413	
INSTALL 4 RADIO 645	40.00	01664700 52227	RADIO MAINTENANCE	74433	
INSTALL 4 RADIO 671	60.00	01662400 52227	RADIO MAINTENANCE	74433	
INSTALL MOUNT IN 619	90.00	01662352 52212	AUTO MAINTENANCE & REPAIR	74433	
INSTALL SCANNER 687	37.55	01660152 52212	AUTO MAINTENANCE & REPAIR	74433	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
REPLACE SPEAKER 686	20.00	01662750 52212	AUTO MAINTENANCE & REPAIR	74433	
	<u>1,251.79</u>				
<b>RAY O'HERRON CO</b>					
BABOR-WINTER	338.90	01662700 53324	UNIFORMS	11344	
BAUGHMAN-JKT EMBR	15.95	01662700 53324	UNIFORMS	11763	
BAUGHMAN-JKT EMBR	15.95	01662700 53324	UNIFORMS	11764	
BAUGHMAN-WINTER	398.40	01662700 53324	UNIFORMS	11563	
BOSHART-WINTER	316.45	01662700 53324	UNIFORMS	12263	
BRADLEY JACKET EMBR	15.95	01662700 53324	UNIFORMS	11497	
BRADLEY-WINTER	304.55	01662700 53324	UNIFORMS	11303	
BUCHOLZ-JKT EMBR	15.95	01662700 53324	UNIFORMS	11359	
BUCHOLZ-WINTER	327.50	01662700 53324	UNIFORMS	11352	
BULLERI-WINTER	162.80	01662700 53324	UNIFORMS	11948	
CADLE-WINTER	234.70	01662700 53324	UNIFORMS	12543	
CASTRO-WINTER	398.40	01662700 53324	UNIFORMS	12265	
CHACON-WINTER	401.40	01662400 53324	UNIFORMS	11345	
CLUEVER-WINTER	401.40	01662300 53324	UNIFORMS	11759	
COOPER-JKT EMBR	15.95	01662700 53324	UNIFORMS	11566	
D.OBRIEN-JKT EMBR	15.95	01662700 53324	UNIFORMS	11367	
D.OBRIEN-WINTER	398.40	01662700 53324	UNIFORMS	11748	
DEGNAN-JKT EMBR	15.95	01662700 53324	UNIFORMS	11561	
DEGNAN-WINTER	398.40	01662700 53324	UNIFORMS	11754	
DET SGT BADGES	343.86	01662400 53324	UNIFORMS	12085	
DUMOULIN-SWEATER	58.95	01660100 53324	UNIFORMS	11302	
DUMOULIN-WINTER	398.40	01660100 53324	UNIFORMS	11567	
DUNTEMAN-WINTER	165.80	01662700 53324	UNIFORMS	11756	
EBY-JKT EMBR	15.95	01662700 53324	UNIFORMS	12191	
FRY-WINTER	353.55	01662700 53324	UNIFORMS	11341	
GARZA-WINTER	243.80	01664700 53324	UNIFORMS	11340	
GEORGE-WINTER	346.50	01662400 53324	UNIFORMS	11356	
GILMORE-WINTER	398.40	01660100 53324	UNIFORMS	11568	
GLOS RETIRE WALLET	16.95	01662700 53324	UNIFORMS	12650	
GREY KEY HOLDER	10.95	01662700 53324	UNIFORMS	10413	
GREY-JKT EMBR	15.95	01662700 53324	UNIFORMS	12188	
GREY-WINTER	182.65	01662700 53324	UNIFORMS	11603	
HARKER-WINTER	250.70	01662700 53324	UNIFORMS	11342	
HARRISON-JKT EMBR	15.95	01662400 53324	UNIFORMS	11362	
HARRISON-WINTER	385.45	01662400 53324	UNIFORMS	11353	
HOFFMAN-SHIRT WINTER	38.90	01662700 53324	UNIFORMS	11010	
HOFFMAN-WINTER	499.12	01662700 53324	UNIFORMS	12554	
INCROCCI-WINTER	354.55	01662700 53324	UNIFORMS	11307	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
J. LOPEZ-WINTER	350.55	01662700 53324	UNIFORMS	11306	
J.OBRIEN-WINTER	185.53	01660100 53324	UNIFORMS	12442	
JOHNSON-SWEATER	60.95	01662700 53324	UNIFORMS	11011	
JOHNSON-WINTER	544.30	01662700 53324	UNIFORMS	11560	
JONES-JKT EMBR	15.95	01662700 53324	UNIFORMS	11361	
JONES-WINTER	319.50	01662700 53324	UNIFORMS	12186	
JUNGERS-WINTER	401.40	01662300 53324	UNIFORMS	11758	
KALINOWICZ-T-NECKS	80.85	01662300 53324	UNIFORMS	11947	
KALINOWICZ-WINTER	69.95	01662300 53324	UNIFORMS	11346	
KALINOWICZ-WINTER	336.95	01662300 53324	UNIFORMS	11347	
KEY RING FOR LAPORTE	10.95	01662400 53324	UNIFORMS	12049	
KOTNAUR-WINTER	242.55	01662700 53324	UNIFORMS	12444	
LAKE-SHOES	58.95	01662600 53324	UNIFORMS	11304	
LALLY-WINTER	401.40	01662700 53324	UNIFORMS	11354	
LAPORTE-WINTER	344.50	01662400 53324	UNIFORMS	11564	
LARSEN-WINTER	266.55	01662400 53324	UNIFORMS	12189	
LOVERDE-WINTER	242.55	01662700 53324	UNIFORMS	11358	
LUCAS-WINTER	326.50	01662700 53324	UNIFORMS	11348	
M.KONIOR-PANT SHOES	152.85	01662600 53324	UNIFORMS	11355	
MABBITT-WINTER	398.40	01662700 53324	UNIFORMS	11747	
MARCINIAK-JKT EMBR	15.95	01664700 53324	UNIFORMS	11760	
MICHALEK-WINTER	398.40	01662700 53324	UNIFORMS	11753	
MILLER KEY HOLDER	10.95	01660100 53324	UNIFORMS	9843	
MOFFETT-WINTER	411.80	01662700 53324	UNIFORMS	11357	
MORALES-PANTS	73.90	01662600 53324	UNIFORMS	11765	
NICKLES-SUMMER ORDER	43.90	01662400 53324	UNIFORMS	8302	
OPTICON FOR 698	152.96	01660100 53350	SMALL EQUIPMENT EXPENSE	12159	
ORR- WINTER EMBR	15.95	01660100 53324	UNIFORMS	11812	
ORR-WINTER	324.65	01660100 53324	UNIFORMS	11368	
P.KONIOR- WINTER	402.80	01662700 53324	UNIFORMS	11350	
PANOS-WINTER	316.45	01662700 53324	UNIFORMS	11562	
PASKEVICZ-WINTER	157.80	01662700 53324	UNIFORMS	12446	
PECE-WINTER	260.70	01664700 53324	UNIFORMS	11757	
PETRAGALLO-WINTER	305.60	01662700 53324	UNIFORMS	11343	
PLACKET-JKT EMBR	15.95	01662300 53324	UNIFORMS	11366	
PLACKETT-WINTER	337.50	01662300 53324	UNIFORMS	11349	
PLUMB-JKT EMBR	15.95	01662700 53324	UNIFORMS	11365	
PLUMB-WINTER	44.90	01662700 53324	UNIFORMS	11305	
PLUMB-WINTER	398.40	01662700 53324	UNIFORMS	11749	
POPE-WINTER	316.45	01662700 53324	UNIFORMS	12187	
QUINN RETIRE WALLET	18.95	01662400 53324	UNIFORMS	10879	
RAINEY-WINTER	421.17	01662700 53324	UNIFORMS	11750	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>		<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
RANGE TARGETS	91.90	01662700	53317	OPERATING SUPPLIES	13301	
RANWEILER-JKT EMBR	15.95	01664700	53324	UNIFORMS	12190	
RANWEILER-WINTER	393.40	01664700	53324	UNIFORMS	12445	
ROE-WINTER	393.40	01662700	53324	UNIFORMS	12264	
RUDELICH JKT EMBR	15.95	01664700	53324	UNIFORMS	11363	
SAILER-WINTER	164.80	01660100	53324	UNIFORMS	12443	
SCHNEIDER-WINTER	398.40	01664700	53324	UNIFORMS	11559	
SPIZZIRRI JKT EMBR	15.95	01662700	53324	UNIFORMS	11360	
SPIZZIRRI-BELT	69.95	01662700	53324	UNIFORMS	11232	
SPIZZIRRI-WINTER	398.40	01662700	53324	UNIFORMS	11558	
STAFIEJ-WINTER	401.40	01662700	53324	UNIFORMS	12261	
WALKER-WINTER	393.40	01662700	53324	UNIFORMS	12262	
WELLS-WINTER	412.35	01664700	53324	UNIFORMS	12260	
WHITE-JKT EMBR	15.95	01662700	53324	UNIFORMS	11364	
WHITE-WINTER	401.40	01662700	53324	UNIFORMS	11351	
WINTER JACKETS-ADMIN	291.80	01660100	53324	UNIFORMS	11762	
ZALAK-JKT EMBR	15.95	01662700	53324	UNIFORMS	11565	
ZALAK-WINTER	398.40	01662700	53324	UNIFORMS	11755	
ZOCHERT-WINTER	239.70	01662700	53324	UNIFORMS	11746	
	<b>22,089.99</b>					
<b>RED WING SHOE STORE</b>						
SAFETY BOOTS NOWORUL	135.99	04201600	53324	UNIFORMS	00225049229	
	<b>135.99</b>					
<b>RIVIERA FINANCE</b>						
KUHN ROAD PAS PUMPS	1,700.00	04201600	52244	MAINTENANCE & REPAIR	1010-2	
	<b>1,700.00</b>					
<b>ROAD FABRICS</b>						
GUNDRSN/W ST POLYGRD	100.00	11740000	55486	ROADWAY CAPITAL IMPROVEME	RF101961	
	<b>100.00</b>					
<b>SAFETY KLEEN</b>						
GAR MACHINE SERVICE	358.48	01696200	52284	EQUIPMENT MAINTENANCE	0039360766	
	<b>358.48</b>					
<b>SCHWEPPE &amp; SONS INC</b>						
COFFEE STIRRERS	29.70	01600000	52242	EMPLOYEE RECOGNITION	236696	
WRC OPEN HOUSE	51.57	04100100	53317	OPERATING SUPPLIES	967535	
	<b>81.27</b>					
<b>SCRIPTLOGIC CORP</b>						
ARCHIVE MANAGER	7,495.50	01652800	54412	OTHER EQUIPMENT	63681	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>7,495.50</u>				
<b>SEARS HARDWARE</b>					
CLOTH ALLOW - GARZA	39.98	01664700 53324	UNIFORMS	011725134908	
CLOTH ALLOW-SCHNEIDER	63.00	01664700 53324	UNIFORMS	011725230444	
SIGN - SMALL TOOLS	46.97	01670300 53316	TOOLS	011721095574	
	<u>149.95</u>				
<b>SEAWAY SUPPLY CO</b>					
LAUNDRY TOWELS	150.00	04201600 53317	OPERATING SUPPLIES	62570	
	<u>150.00</u>				
<b>SEYFARTH SHAW LLP</b>					
LEGAL SERV'S THRU OCT 11 2009	8,520.00	01570000 52238	LEGAL FEES	1648819	
	<u>8,520.00</u>				
<b>SONNY ACRES FARM INC</b>					
WRC OPEN HOUSE	834.00	04100100 53317	OPERATING SUPPLIES	9/16/09	
	<u>834.00</u>				
<b>SPECIAL OLYMPICS</b>					
DONATION FROM VENDING MACHIN	163.47	01000000 47407	MISCELLANEOUS REVENUE	DONATION	
	<u>163.47</u>				
<b>STAN HELGERSON</b>					
REIMBURSEMENT FOR PARKING & M	5.25	01610100 52222	MEETINGS	IML -PEORIA IL	
REIMBURSEMENT FOR PARKING & M	190.85	01610100 53313	AUTO GAS & OIL	IML -PEORIA IL	
	<u>196.10</u>				
<b>STANDARD INDUSTRIAL &amp; AUTO EQUIP INC</b>					
REPAIR TO FLOOR JACK	69.00	01696200 52284	EQUIPMENT MAINTENANCE	44243	
	<u>69.00</u>				
<b>STEINER ELECTRIC COMPANY</b>					
D-COIL	118.00	04201600 53317	OPERATING SUPPLIES	S00306177702	
	<u>118.00</u>				
<b>STEPP EQUIPMENT COMPANY</b>					
HOPPER SCREEN+FRT	1,578.86	01696200 53354	PARTS PURCHASED	286574	
	<u>1,578.86</u>				
<b>STREICHERS</b>					
LESSLTHL BEANBAG AMMO	1,555.00	01662700 53321	AMMUNITION	I664326	
	<u>1,555.00</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>SUNRISE CHEVROLET</b>					
SHAFT FOR #645	90.14	01696200 53354	PARTS PURCHASED	718170	
	<u>90.14</u>				
<b>TARGET</b>					
OKTOBERFEST	32.60	01750000 52289	OCTOBERFEST	759250847	
TOTES - WTR DIVISION	7.00	04200100 53317	OPERATING SUPPLIES	759250847	
	<u>39.60</u>				
<b>TERRACE SUPPLY COMPANY</b>					
CYC RTNL 8/15-9/15	67.79	01696200 52264	EQUIPMENT RENTAL	576641Z	
HELIUM - WRC OH	19.75	04100100 53317	OPERATING SUPPLIES	681876	
	<u>87.54</u>				
<b>TESTING SERVICE CORP</b>					
QUALITY ASSURANCE	920.00	11740000 55486	ROADWAY CAPITAL IMPROVEME	78108	20100041
	<u>920.00</u>				
<b>TESTONE MECHANICAL INC</b>					
TOWN CENTER FREEZER REPAIR	210.00	01680000 52244	MAINTENANCE & REPAIR	72563	
	<u>210.00</u>				
<b>THE DECK YARD &amp; LIGHTHOUSE SUNROOMS</b>					
SUPPLIES-FARM HOUSE	19.98	01680000 53319	MAINTENANCE SUPPLIES	MID801661463	
	<u>19.98</u>				
<b>THE EQUIPMENT DOCTOR</b>					
HOSES-LASERLINE SPRAY	57.90	01670400 52212	AUTO MAINTENANCE & REPAIR	501216	
	<u>57.90</u>				
<b>THIRD MILLENIUM ASSOCIATES INCORPORATEL</b>					
50 % WATER BILL / LATE NOTICE PR	1,139.44	04103100 52221	UTILITY BILL PROCESSING	12041	20100012
50 % WATER BILL / LATE NOTICE PR	1,139.44	04203100 52221	UTILITY BILL PROCESSING	12041	20100012
INTERNET E PAY MINIMUM MONTHL	225.00	04103100 52221	UTILITY BILL PROCESSING	12042	20100011
INTERNET E PAY MINIMUM MONTHL	225.00	04203100 52221	UTILITY BILL PROCESSING	12042	20100011
	<u>2,728.88</u>				
<b>THOMAS F HOWARD JR</b>					
OCTOBER CHARGES	7,170.00	01570000 52312	PROSECUTION DUI	161	
	<u>7,170.00</u>				
<b>TJ MAXX</b>					
CLOTH ALLOW - CHACON	240.85	01662400 53324	UNIFORMS	0831021987	
	<u>240.85</u>				

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
<b>TLC GROUP LIMITED</b>					
LAWN SERVICE	2,981.56	01680000 52244	MAINTENANCE & REPAIR	25378	20100054
SEPT MOWING	8,930.01	01670400 52272	PROPERTY MAINTENANCE(NPDI	25377	20100037
	<u>11,911.57</u>				
<b>UNIFIRST CORPORATION</b>					
10/13 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	572837	
10/13 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	572837	
10/13 - UNIFORM CLN	23.92	04200100 52267	UNIFORM CLEANING	572837	
10/13 - UNIFORM CLN	35.79	01670100 52267	UNIFORM CLEANING	572837	
10/13 -UNIFORM CLN	57.78	01696200 52267	UNIFORM CLEANING	572837	
10/20 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	574110	
10/20 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	574110	
10/20 - UNIFORM CLN	23.92	04200100 52267	UNIFORM CLEANING	574110	
10/20 - UNIFORM CLN	35.79	01670100 52267	UNIFORM CLEANING	574110	
10/20 - UNIFORM CLN	57.78	01696200 52267	UNIFORM CLEANING	574110	
10/6 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	571569	
10/6 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	571569	
10/6 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	571569	
10/6 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	571569	
10/6 - TOWELS	59.29	01696200 53317	OPERATING SUPPLIES	571569	
9/22 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	569012	
9/22 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	569012	
9/22 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	569012	
9/22 -CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	569012	
9/22 -TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	569012	
9/29 - CLEAN UNIFORMS	23.92	04200100 52267	UNIFORM CLEANING	570293	
9/29 - CLEAN UNIFORMS	35.79	01670100 52267	UNIFORM CLEANING	570293	
9/29 - CLEAN UNIFORMS	57.78	01696200 52267	UNIFORM CLEANING	570293	
9/29 - TOWELS	44.29	01696200 53317	OPERATING SUPPLIES	570293	
9/29 - TOWELS	46.90	01670100 53319	MAINTENANCE SUPPLIES	570293	
	<u>1,058.40</u>				
<b>UNITED LABORATORIES</b>					
TREE TRIMMING SUPPLIE	524.56	01670700 53317	OPERATING SUPPLIES	31059	
	<u>524.56</u>				
<b>UPS GROUND SERVICE</b>					
PAGER RETURN	7.60	01660100 53317	OPERATING SUPPLIES	421039595627	
	<u>7.60</u>				
<b>US TRAINING CENTER</b>					
ARMORER CLASS HARKER	400.00	01662700 52223	TRAINING	11/4 HARKER	



<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
ARMORER CLASS MCGUIRE	400.00	01662700 52223	TRAINING	11/4 MCQUIRE	
	<u>800.00</u>				
<b>USA BLUE BOOK</b>					
SAFETY GLASSES,GLOVES	163.78	04201600 53317	OPERATING SUPPLIES	909580	
	<u>163.78</u>				
<b>VERIZON WIRELESS</b>					
AUG 14- SEPT 13	85.98	01664700 52230	TELEPHONE	2287013965	
AUG 14- SEPT 13	128.97	01662300 52230	TELEPHONE	2287013965	
AUG 14- SEPT 13	214.95	01660100 52230	TELEPHONE	2287013965	
AUG 14- SEPT 13	859.80	01662700 52230	TELEPHONE	2287013965	
MINUTES FORCELL PHONE	15.00	01662400 53330	INVESTIGATION FUND	37605	
SURCHARGE	0.62	01660100 52230	TELEPHONE	2287013965	
	<u>1,305.32</u>				
<b>VERMEER ILLINOIS</b>					
1800 XL VERMEER BRUSH CHIPPER	37,788.00	01670700 54412	OTHER EQUIPMENT	E00662	20100057
	<u>37,788.00</u>				
<b>VIDEO AND SOUND SERVICE INC</b>					
REPAIR PTZ CONTROLLER	196.00	01680000 52244	MAINTENANCE & REPAIR	63908	
	<u>196.00</u>				
<b>VILLA PARK MATERIAL COMPANY INC</b>					
CONCRETE	1,104.00	06320000 53338	CONCRETE	84301	
	<u>1,104.00</u>				
<b>VILLAGE OF CAROL STREAM</b>					
SERV FROM 09/09/09 THRU 10/02/09	501.82	01680000 52277	HEATING GAS	217373	
	<u>501.82</u>				
<b>WAL MART</b>					
CAT/DOG CARRIER	36.97	01662700 53317	OPERATING SUPPLIES	02875	
HANGERS/WINDEX	7.97	01660100 53317	OPERATING SUPPLIES	02875	
MICRO TAPES-INV	9.28	01662400 53317	OPERATING SUPPLIES	05411	
	<u>54.22</u>				
<b>WALGREENS</b>					
HAND SANITIZER	59.80	01680000 53319	MAINTENANCE SUPPLIES	039932756252	
	<u>59.80</u>				
<b>WEST SIDE TRACTOR SALES</b>					
RELAY,NUT,WASHER-#25	35.80	01696200 53354	PARTS PURCHASED	N35767	
VBELT,BUSH,ARM,PULLEY	171.42	01696200 53354	PARTS PURCHASED	N36256	

<u>VENDOR NAME</u>	<u>AMOUNT</u>	<u>ACCT #</u>	<u>ACCT DESCRIPTION</u>	<u>INVOICE</u>	<u>PO NUMBER</u>
	<u>207.22</u>				
<b>WGS PHOTOGRAPHY</b>					
DEPARTMENT PHOTOS	<u>72.74</u>	01660100 53317	OPERATING SUPPLIES	297625	
	<u>72.74</u>				
<b>WHEATON TROPHY &amp; ENGRAVERS INC</b>					
PLAQUES FOR LOBBY	1,064.00	01680000 53319	MAINTENANCE SUPPLIES	5234	
RESOLUTION QUINN	<u>87.00</u>	01600000 52242	EMPLOYEE RECOGNITION	5240	
	<u>1,151.00</u>				
<b>WYDRA BARBARA</b>					
REIMBURSEMENT FOR TRVL ORLAN	<u>192.44</u>	01612900 52223	TRAINING	MUNIS CONFR 10/25	
	<u>192.44</u>				
<b>XEROX CAPITAL SERVICES LLC</b>					
LEASE SEPT 09	2,038.12	01650100 52231	COPY EXPENSE	043483614	20100038
MAINTENANCE SEPT 09	<u>35.40</u>	01650100 52231	COPY EXPENSE	043483608	
	<u>2,073.52</u>				
<b>Z ROSE PRODUCTIONS</b>					
RECORDS SWEATERS	<u>515.38</u>	01662600 53324	UNIFORMS	9161	
	<u>515.38</u>				
<b>ZIEGLERS ACE HARWARE</b>					
TUBING,HACK BLADE+SAW	<u>27.24</u>	04201600 53317	OPERATING SUPPLIES	533467	
	<u>27.24</u>				
	<u><u>425,962.66</u></u>				

The preceding list of bills payable totaling \$425,962.66 was reviewed and approved for payment.

**Approved by:**

  
\_\_\_\_\_  
Joseph E Breinig – Village Manager

**Date:** 11/13/09

**Authorized by:**

\_\_\_\_\_  
Frank Saverino Sr. - Mayor

\_\_\_\_\_  
Beth Melody – Village Clerk

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

# AGENDA ITEM

K.2 11-16-09

## ADDENDUM WARRANTS Nov 3, 2009 thru Nov 16, 2009

Fund	Check #	Vendor	Description	Amount
General	A C H	Charter One Bank	Payroll Oct 19, 2009 - Nov 1, 2009	496,359.82
Water & Sewer	A C H	Charter One Bank	Payroll Oct 19, 2009 - Nov 1, 2009	37,707.68
General	A C H	Ill Funds	I P B C for October 2009	198,576.38
Water & Sewer	A C H	Ill Funds	I P B C for October 2009	<u>16,936.28</u>
				<u>749,580.16</u>

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009

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

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

**AGENDA ITEM**

**VILLAGE OF CAROL STREAM**  
**REVENUE / EXPENDITURE STATEMENT** *L-4 11-16-09*  
**FOR 6 MONTH ENDED OCTOBER 31, 2009**

FUND	REVENUE			EXPENDITURES			NET MONTHLY REV. - EXPEND.
	BUDGET	MONTH	Y.T.D.	BUDGET	MONTH	Y.T.D.	
GENERAL CORPORATE	23,738,638	1,534,213.00	10,172,528.98	23,738,639	1,685,971.50	10,560,487.92	(151,758.50)
WATER & SEWER O/M	10,944,919	626,134.81	3,652,002.98	10,217,751	768,635.19	3,446,124.66	(142,500.38)
MOTOR FUEL TAX	1,581,180	96,520.56	533,721.18	1,552,595	9,753.41	40,992.17	86,767.15
GENERAL CORPORATE - CIP	4,945,000	36,291.26	229,605.97	4,915,000	510,713.86	2,661,403.05	(474,422.60)
GENEVA CROSSING - TIF	595,106	45.06	485,788.26	375,373	0.00	85,686.25	45.06
<b>TOTAL</b>	<b>41,804,843.00</b>	<b>2,293,204.69</b>	<b>15,073,647.37</b>	<b>40,799,358.00</b>	<b>2,975,073.96</b>	<b>16,794,694.05</b>	<b>(681,869.27)</b>

**FISCAL BASIS**

	EARNED/MONTH		EARNED/YEAR-TO-DATE		COLLECTIONS
	FY 09	FY 10	FY 09	FY 10	

SALES TAX	522,297.86	452,764.33	1,634,517.76	1,372,489.53	JUL 2009
HOME RULE SALES TAX	189,123.12	156,207.33	586,978.42	475,184.41	JUL 2009
UTILITY TAX - COM ED	166,972.60	151,549.21	827,920.70	752,595.71	SEP 2009
UTILITY TAX - TELECOM.	162,780.87	162,786.71	486,159.46	439,162.27	JUL 2009
USE TAX - NATURAL GAS	17,208.93	16,252.42	108,653.70	96,128.72	SEP 2009
INCOME TAX	214,067.38	196,353.17	581,193.56	484,805.12	JUN 2009

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

WATER	303,086.14	361,779.95	2,038,310.57	2,089,329.09
SEWER	204,016.97	223,498.68	1,386,166.02	1,275,126.60

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

WATER & SEWER	631,029.03	519,575.83	3,549,188.70	3,291,697.16
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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.

**VILLAGE OF CAROL STREAM  
BALANCE SHEET**

**OCTOBER 31, 2009**

FUND	CASH	INVESTMENTS	OTHER ASSETS	TOTAL ASSETS	LIABILITIES	ADJ.FUND BAL.	LIAB. & EQUITY
GENERAL CORPORATE	1,171,382.60	16,115,140.07	5,951,241.43	23,237,764.10	2,918,807.33	20,318,956.77	23,237,764.10
WATER & SEWER	1,197,770.60	15,529,520.06	43,234,021.62	59,961,312.28	6,487,324.89	53,473,987.39	59,961,312.28
MOTOR FUEL TAX	376,228.74	1,933,285.76	118,257.64	2,427,772.14	14,710.78	2,413,061.36	2,427,772.14
GENERAL CORPORATE - CIP		18,623,300.48	77,105.03	18,700,405.51	611,399.19	18,089,006.32	18,700,405.51
GENEVA CROSSING - TIF*	0.00	1,596,280.20	73,137.77	1,669,417.97	0.00	1,669,417.97	1,669,417.97
<b>TOTAL</b>	<b>2,745,381.94</b>	<b>53,797,526.57</b>	<b>49,453,763.49</b>	<b>105,996,672.00</b>	<b>10,032,242.19</b>	<b>95,964,429.81</b>	<b>105,996,672.00</b>

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